



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 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 Rabbi Mendel Niasoff of Chabad of Port Orange & SE Volusia Co.
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 - March 3, 2026
6. Resolution No. 26-14 - Approval of a Florida Department of Transportation (FDOT) Locally Funded Agreement for Madeline Ave. at Nova Road (SR5A) Intersection and South Swallow Tail Drive at Dunlawton Avenue (SR 421) Intersection Improvements - Port Orange Project CD251
7. Resolution No. 26-16 - Adopting the 2025 Volusia Multi-Jurisdictional Program for Public Information
8. Approval of the Contract to Purchase 798 Sugar House Drive
9. Approval of the First Amendment to the Option to Purchase Contract for 842 Bears Trail
10. Authorization for County of Volusia, Mosquito Control Division to perform low-level flights to provide aerial mosquito control services
11. Approval of the First Amendment to the BIK Economic Incentive Agreement Pursuant to the Eastport CRA Redevelopment Plan & Land Development Code (LDC) Chapter 20 - Targeted Businesses

C. TOWN CENTER CRA REGULAR MEETING

D. EASTPORT BUSINESS CENTER CRA REGULAR MEETING

E. RECOGNITION AND PROCLAMATIONS

12. Vietnam War Veterans Day

13. Sunshine Week

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

G. COMMENTS AND ADDITIONAL ITEMS

14. Council Members

15. City Attorney

16. City Manager

H. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

17. Citizen Advisory Committee for TPO

I. PUBLIC HEARING

18. First Reading - Ordinance No. 2026-2 - Large-Scale Comprehensive Plan Future Land Amendment/Case No. CPAM-26-0001

19. First Reading - Ordinance No. 2026-3 - Conventional Rezoning/Case No. REZONING-26-0001

20. First Reading - Ordinance No. 2026-4 - LDC Amendment/Chapters 2 and 16 - Outdoor Donation Bins & Temporary Storage Containers (Case No. DCAM-2026-0001)

21. First Reading - Ordinance No. 2026-5 - LDC Amendment/Chapters 2, 14, and 15 - Measurement to Determine Paint Color & Paint Requirements for Murals (Case No. DCAM-2026-0001)

J. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

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

c. ArtHaus - Vice Mayor Tracy Grubbs

d. Roundtable of Elected Officials - Mayor Scott Stiltner

K. ADJOURNMENT

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 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 Jonathan Foley
Councilman Shawn Goepfert
Councilman Lance Green
Vice Mayor Tracy Grubbs
Mayor Scott Stiltner

Also Present:

City Manager Wayne Clark
City Attorney Matthew Jones
Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

5. Approval of Minutes

a. Regular City Council Meeting - February 17, 2026

6. Bid Awards and Contract Items

a. Approval of the Reassignment of Lease Agreement with Flagsticks Bar & Grill

7. Resolution No. 26-09 - Approval of a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for Clyde Morris Boulevard Turn Lanes at Willow Run Boulevard, Madeline Avenue and Reed Canal Road - Port Orange Project CD205

8. Resolution No. 26-15 - Participation in the Hazard Mitigation Grant Program, as part of the Elevate Florida project IA-0000015729 to acquire 4490 Spruce Creek Road

9. Approval of First Amendment to the Interlocal Agreement between the County of Volusia and the City of Port Orange for Supplemental Operational Assistance and Voluntary Cooperation for Animal Control Services

10. Authorizing City Attorney's Office to Initiate Legal Proceedings Related to Code Enforcement at 706 Marshall Circle

11. Approval of Contract to Purchase 846 Bears Trail to support the Nixon Lane Stormwater Pond and Pump Station Project

12. Approval of Utility Billing and Accounts Receivable Accounting Adjustments

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

City Council recessed at 6:31 p.m. to hold the Port Orange Property Development, Inc. Joint Annual Meeting of the Members of the Corporation and the Board of Directors, minutes of which are under separate cover.

ANNUAL CORPORATE MEETING

13. Port Orange Property Development, Inc. Joint Annual Meeting of the Members of the Corporation and of the Board of Directors

Council reconvened at 6:34 p.m. to hold the regular City Council meeting.

RECOGNITION AND PROCLAMATIONS

14. Government Finance Professionals Week

Mayor Scott Stiltner read the proclamation and asked Sue Wang, Finance Director, to come up and talk a little bit about Finance. Ms. Wang advised the Finance Department is wrapping up the annual audit and moving forward into the budget season.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kristen Johansson, representing the Port Orange South Daytona Chamber of Commerce, provided an update on several upcoming events, including the 3rd Annual Youth Job Fair, A Tasteful Affair, the Women's Day Luncheon, and the 10th Annual Youth Civic Leadership Experience. Mrs. Johansson also asked Council members to support the Youth Job Fair and assist in spreading the word to local businesses to encourage their participation in the event.

Mayor Scott Stiltner commended the Chamber of Commerce for its efforts in organizing the Youth Job Fair. He also referenced productive discussions held earlier that day at the Volusia County Council meeting regarding the lifeguard program, noting their willingness to work with applicants ahead of time and encouraged anyone interested to reach out to them.

Mrs. Johansson stated the Lifeguard Program has already reached out and they will be at the job fair.

Don Burnette, President/CEO for the Port Orange South Daytona Chamber of Commerce, advised the Atlantic High School basketball team has made the State final four and requested that Council bring them in to honor them. Mr. Burnette further asked for recognition from the community, noting the team will need to raise money for their trip

COMMENTS AND ADDITIONAL ITEMS

15. Council Members

Councilman Jonathan Foley stated that due to changes in his work schedule, attending TPO meetings will be difficult. While he will be able to attend the meeting in March, he asked if another Council member would be willing to step in for the remainder of the year. He requested that the matter be discussed further at the next Council meeting.

Vice Mayor Tracy Grubbs highlighted Resolution No. 26-09 for the FDOT turn lanes and the projects anticipated timeframe for completion. He also attended the Volusia County Council meeting for the Cultural and Art Grant and thanked County Council members Jake Johanson and Matt Reinhart for their support, noting that the grant funds 32 non-profit associations. Additionally, Vice Mayor Grubbs shared that the Volunteer in Police Services (VIPS) dinner was held this week and recognized these volunteers who have contributed 6,800 hours of service. Vice Mayor Grubbs encouraged anyone interested in volunteering their time to consider joining the VIPS. Lastly, he commented on upcoming Parks and Recreation events, including a seafood festival scheduled for March 14, and a garage sale at the Adult Center on March 21.

Councilman Shawn Goepfert commended the Port Orange Police Department and the surrounding law enforcement agencies for taking care of some bad individuals working their way into our city. Councilman Goepfert also mentioned he volunteered at the Senior event put on by Parks and Recreation and commended everyone involved for creating such a successful event.

Mayor Scott Stiltner highlighted some events taking place at Riverwalk, noting that events such as the Halifax River Market are promoted on social media and have been bringing the community together, which in turn is helping to bring the City's vision for this area to life. The boat ramp project is underway. Mayor Stiltner requested that the City Manager have staff evaluate the area to make sure operations are running as efficiently as possible. Lastly, he announced we are in the middle of Bike Week and encouraged everyone to exercise extra caution while driving.

16. City Attorney

There was nothing further.

17. City Manager

There was nothing further.

SPECIAL REPORTS

18. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, Kemper Sports General Manager, provided an update on the Cypress Head Golf Course financials, the team's achievements, and course conditions. Mr. Dayton advised that the bunker renovation was completed by the second week of February, a new golf cart fleet will be delivered next week, they are hosting the PGA Hope Seminar next month and answered council members questions.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

19. Golf Advisory Board Report

Richard Lee, Chair, provided an update from the Golf Advisory Board meeting, noting a change in restaurant management. He further advised the staff has been very helpful, the course conditions are phenomenal, and there are Saturday group lessons for only \$20. Mr. Lee also advised two of the board members are resigning from the board, but they have three people who have an interest and indicated they will submit an application for Council's consideration.

REGULAR AGENDA

20. Removal of a Historic Live Oak Tree at 164 Sweetgum Lane

Motion to approve the removal of a historic live oak tree at 164 Sweetgum Lane and waive the mitigation fee, was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs.

Tim Burman, Community Development Director, introduced the item, provided details and answered council members' questions.

Council members commented they are in favor of waving the required mitigation fee due to the circumstances outlined in the presentation Mr. Burman provided.

Motion carried unanimously by voice vote.

21. Removal of a Historic Live Oak Tree at 5952 Riverside Drive

Motion to approve the removal of a Historic Live Oak Tree at 5952 Riverside Drive, waive the mitigation fee, and issue a license agreement, was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs.

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Mr. Burman introduced the item, provided details and answered council member's questions.

Ben Walker, property owner, thanked Council for their consideration and provided further information on the item.

Councilman Foley, requested clarification on the location of the remaining tree closest to the home, to ensure it wouldn't be an issue in the future.

Vice Mayor Grubbs thanked Mr. Walker for trying to conserve the remaining trees.

Councilman Goepfert mentioned he is in favor of waiving the required mitigation fee for the property owner, as the tree is in the cities right of way and further clarified that the tree belongs to the City and if it were to fall, it would be the City's responsibility to clean it up. Councilman Goepfert further stated Mr. Walker is saving the City money by paying to have this tree removed.

Councilman Green requested clarification on the amount of trees that would need to be replanted and is in favor of waiving the mitigation fee.

Mr. Burman added that with a recommended approval, it will authorize the City Manager and City Attorney's Office to prepare and finalize a License Agreement with the property owner of 5952 Riverside Drive to allow the property owner's tree removal contractor to remove the tree within the City right-of-way.

City Manager, Wayne Clark, stated the license agreement is a formal document that allows a resident to do work in the City's right-of-way.

Motion carried unanimously by voice vote.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. Volusia Flagler TPO - Councilman Jonathan Foley

Councilman Jonathan Foley no report as he was unable to attend due to a technological issue.

b. Fire Pension Board - Councilman Jonathan Foley

Councilman Jonathan Foley provided an update on the Fire Pension Quarterly Meeting.

c. Police Pension Board - Councilman Lance Green

Councilman Lance Green provided an update on the Police Pension Board Quarterly Meeting to include the plans legal counsel has moved to another company unexpectedly.

Regular City Council Meeting

March 3, 2026

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The board will have a special meeting too to discuss whether they will find new legal counsel or follow the current legal counsel to the new agency.

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

Mayor Scott Stiltner was not in attendance as he had a last-minute conflict but will provide an update at the next meeting.

ADJOURNMENT - 7:31 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (B6) Resolution No. 26-14 - Approval of a Florida Department of Transportation (FDOT) Locally Funded Agreement for Madeline Ave. at Nova Road (SR5A) Intersection and South Swallow Tail Drive at Dunlawton Avenue (SR 421) Intersection Improvements - Port Orange Project CD251

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
3 - Quality of Life

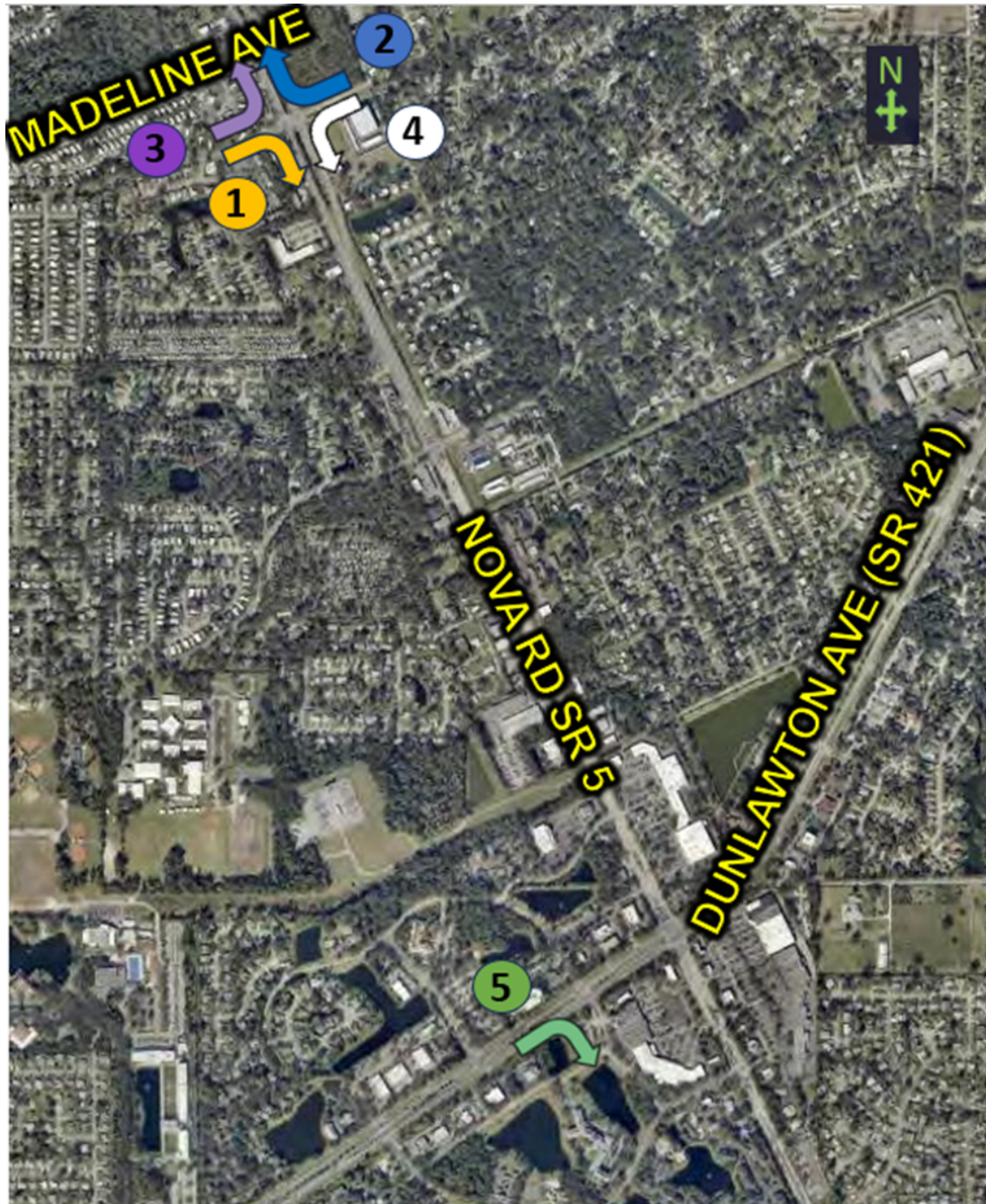
RECOMMENDED MOTION: Move to approve Resolution No. 26-14.

SUMMARY: The projects associated with this Florida Department of Transportation (FDOT) Locally Funded Agreement (455174-1-32-01) include the design of two (2) new turn lanes and two (2) extensions to existing turn lanes at the intersection of Madeline Avenue and Nova Road (SR 5A), and the extension to an existing right turn lane at the intersection South Swallow Tail Drive and Dunlawton Avenue (SR 421), along with associated pedestrian improvements at these intersections. These improvements are anticipated to increase roadway capacity by removing turning vehicles from the through lanes, thereby improving intersection efficiency and safety.

On September 18, 2024, as part of the FY 25 Capital Improvements Program (CIP), the City Council approved the estimated matching funds for the design of the Madeline Ave. at Nova Road (SR5A) intersection and South Swallow Tail Drive at Dunlawton Avenue (SR 421) intersection improvements identified as Port Orange Project CD251. This Port Orange project is currently in the FDOT's Adopted Five-Year Work Program. For this project, the City will utilize VHB, FDOT District 5's contract design consultant, to prepare the design plans and obtain permits for these turn lanes. The general location and scope of the five (5) turn lane projects are described and shown below.

1. Design of an eastbound right-turn lane on Madeline Avenue at the intersection with Nova Road. Once the design is substantially complete, a right-of-way acquisition phase may be required.
2. Design of a westbound right-turn lane on Madeline Avenue at the intersection with Nova Road. Once the design is substantially complete, a right-of-way acquisition phase may be required.
3. Design to extend the eastbound left-turn lane on Madeline Avenue at the intersection with Nova Road within the existing right-of-way.

4. Design to extend the westbound left-turn lane on Madeline Avenue at the intersection with Nova Road within the existing right-of-way.
5. Design of an eastbound right-turn lane on Dunlawton Avenue at the intersection with South Swallow Tail Drive within the existing right-of-way.



Location Map of the four (4) turn lane projects at the intersection of Nova Road and Madeline Avenue, and one (1) turn lane project at the intersection of South Swallow Tail Drive and Dunlawton Avenue

The negotiated design fee for this project is \$636,965. FDOT agrees to provide the federal participating share of the Design services, up to \$558,877. The City share will be \$78,088 (12.3% of the design fee). Funds are budgeted and available for design in Project CD251.

Approval of this Resolution and Locally Funded Agreement will facilitate the issuance of a Notice to Proceed to the design consultant in Spring 2026. It is anticipated that design and permitting will be completed in 2027. FDOT has programmed Right-of-Way Acquisition in 2029 and Construction in 2031.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-14	Resolution No. 26-14 .pdf
2.	455174-1-32-01 LAP LFA - Agree]	455174-1-32-01 LAP LFA - Agree].pdf
3.	455174-1-32-01 LAP LFA Invoice]	455174-1-32-01 LAP LFA Invoice].pdf

Margaret Tomlinson	Created/Initiated - 02/16/2026
Tim Burman	Approved - 02/16/2026
Sue Wang	Approved - 02/17/2026
Matthew Jones	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/05/2026

RESOLUTION NO. 26-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF PORT ORANGE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FPN 455174-1-32-01 FOR DESIGN CONSULTANT SERVICES FOR MADELINE AVENUE AT NOVA ROAD (SR5A) INTERSECTION AND SOUTH SWALLOW TAIL DRIVE AT DUNLAWTON AVENUE (SR 421) INTERSECTION IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to enter into a Locally Funded Agreement for design consultant services for Madeline Avenue at Nova Road (SR5A) intersection and South Swallow Tail Drive at Dunlawton Avenue (SR 421) intersection improvements project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, FPN 455174-1-32-01.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the Locally Funded Agreement, and the related Three Party Escrow Agreement, and any Supplemental Agreements to the Locally Funded Agreement for the aforementioned project, Financial Project Number (FPN) 455174-1-32-01.

Section 2. 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

Agency: City of Port Orange Vendor No: F596000412018	Fund: LF Contract Amount: \$78,088.00	Financial Project No.: 455174-1-32-01
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**LOCALLY FUNDED AGREEMENT
 BETWEEN
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 AND
 THE CITY OF PORT ORANGE**

This **AGREEMENT**, made and entered into _____,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF PORT ORANGE (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Design services for the project described as: "Madeline Avenue at Nova Road (SR5A) Intersection and Dunlawton Avenue", said project being known as Financial Project Number (FPN) 455174-1-32-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the Design services of the Project in Fiscal Year 2025/2026, said portion of the Project being known as FPN 455174-1-32-01, and said costs hereinafter referred to as the "Federal-Aid Funding Shortfall" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Funding Shortfall in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Funding Shortfall, as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the Design services for the Project using the Federal-Aid Funding Shortfall described in Exhibit "A".

3. The DEPARTMENT shall perform the Design services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the Design phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for Design services of the Project. The LOCAL GOVERNMENT agrees to provide the Federal-Aid Funding Shortfall for the Design services and the DEPARTMENT agrees to provide the remaining federal funds for the federal participating share of the Design services, up to **\$558,877.00 (Five Hundred Fifty-Eight Thousand Eight Hundred Seventy-Seven Dollars and No/100)**.

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Funding Shortfall for the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in accordance with Section

339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of the Federal-Aid Funding Shortfall during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$636,965.00 (Six Hundred Thirty-Six Thousand Nine Hundred Sixty-Five Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the funding shortfall portion of the project is **\$78,088.00 (Seventy-Eight Thousand Eighty-Eight Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **March 25, 2026**, furnish the DEPARTMENT an advance deposit in the amount of **\$78,088.00 (Seventy-Eight Thousand Eighty-Eight Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Funding Shortfall.

(F) If the Federal-Aid Funding Shortfall costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Funding Shortfall. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Funding Shortfall costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Funding Shortfall costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit

exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Funding Shortfall costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Funding Shortfall costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Funding Shortfall Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Funding Shortfall Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5452

D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

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(386) 506-5665
iyongue@port-orange.org

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state 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 contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF PORT ORANGE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT "A"

SCOPE OF SERVICES

The Madeline Avenue at Nova Road (State Road "SR" 5A) intersection and at South Swallow Tail Drive at Dunlawton Avenue (State Road "SR" 421) Intersection project is within the City of Port Orange. This project consists of adding three right turn lanes at both intersection locations and extending two center left turn lanes at the Madeline Avenue and Nova Road intersection. The total project length is 1320 feet (0.25 Miles)

- Right-Turn Lane on Eastbound Madeline Avenue at Nova Road (SR 5A) - Consists of adding a right turn lane on eastbound Madeline. This project would also include accessible pedestrian signals with audible cues for the visually impaired and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed.
- Right-Turn Lane on Westbound Madeline Avenue at Nova Road - Consists of adding a right turn lane on westbound Madeline Avenue. This project would also include accessible pedestrian signals with audible cues for the visually impaired and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed.
- Left-Turn lane on Eastbound Madeline Avenue at Nova Road - Consists of extending the stacking area for the existing left turn lane on eastbound Madeline Avenue at the intersection with Nova Road within existing right-of way. This project would also include accessible pedestrian signals with audible cues for the visually impaired and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed.
- Left-Turn Lane on Westbound Madeline Avenue at Nova Road - Consists of extending the stacking area for the existing left turn lane on westbound Madeline Avenue at the intersection with Nova Road within existing right-of way. This project would also include accessible pedestrian signals with audible cues for the visually impaired and detector upgrades, ADA compliant sidewalks and crosswalk approaches, and upgrades to street lighting as needed
- Right-Turn Lane on Eastbound Dunlawton Avenue at South Swallowtail Drive - Consists of constructing a 315-foot-long eastbound right-turn lane on Dunlawton Avenue at the intersection with South Swallowtail Drive inclusive of 50-foot taper, along with adjustments to existing drainage system, sidewalk and adjacent crosswalk. Refer to feasibility study performed by VHB in March 2023.

The design services shall include survey, subsurface utility exploration, utility coordination, transit coordination and permitting coordination. Coordination with Volusia County and Votran is required. Right-of-way acquisition is anticipated. The City of Port Orange (LOCAL

GOVERNMENT) shall design the project within the limits of the right-of-way or easements. All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards.

The design consultant shall be responsible for the **preparation** of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. The City of Port Orange (LOCAL GOVERNMENT) shall be responsible for **submittal** of the technical memorandum and supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. The City of Port Orange (LOCAL GOVERNMENT) shall not be responsible for filling out the actual form. FDOT will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 CE shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

The Volusia Flagler TPO has established a 10% local match for this project. The LOCAL GOVERNMENT will be responsible for providing funds for the required 10% local match and funding shortfall in the initial amount of **\$78,088.00 (Seventy-Eight Thousand Eighty-Eight Dollars and No/100).**

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EXHIBIT "B"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

**LOCALLY FUNDED AGREEMENT (LFA)
INVOICE**

Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

Local Government:	City of Port Orange
Financial Project Number:	455174-1-32-01
Project Description:	Madeline Avenue at Nova Road (SR5A) Intersection and Dunlawton Avenue
Department Contact Person:	Wendy Scorpio
Telephone Number:	(386) 943-5452
Agreement Execution Date:	TBD
Invoice Date:	03/05/2026
Invoice Number:	1
Funds Due Date:	03/25/2026
Agreement Amount:	\$78,088.00
Total Amount Due:	\$78,088.00
Make Check Payable To:	Florida Department of Transportation
Mail Payment To:	Florida Department of Transportation Attn: LFA Section 605 Suwannee Street, MS #42B Tallahassee, Florida 32399-0450

Please include with/on the check: Financial Project Number 455174-1-32-01

For Wire Transfers: See Attached Page

Date Received by Department: _____

**Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury
Cash Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial
Services c/o Wells Fargo Bank,
N.A. 1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris, LFA Coordinator at 850-414-4861 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (B7) Resolution No. 26-16 - Adopting the 2025 Volusia Multi-Jurisdictional Program for Public Information

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution 26-16.

SUMMARY: The Federal Emergency Management Agency (FEMA)'s National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. Volusia County communities participate in the NFIP, allowing all property owners to acquire Federal flood insurance policies. The Community Rating System (CRS) is a voluntary program under the NFIP that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and education activities that go well beyond minimum NFIP requirements.

The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County currently participate in the CRS. The total savings for all Volusia County communities that participate in the CRS is approximately \$1,964,356 and the total savings for policy holders in Port Orange is approximately \$182,645 based on flood policies in effect as of January 2025.

The CRS program provides extra benefits for partnering with other jurisdictions to develop and implement PPI (Program for Public Information) Plans covering a broader, multi-jurisdictional area. By collaborating on existing outreach projects, more information is provided in all communities in a more efficient and effective manner. Communities have an opportunity to improve their CRS Class Rating, which results in lower insurance premiums through higher discounts.

The M-J PPI Plan is a coordinated flood hazard outreach program for the purpose of building community resilience to flooding by improving communication with citizens and providing information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from the information. The original M-J PPI Plan ("Plan") was adopted by the City Council on

January 19, 2016. Every five years, the Plan is required to be updated. City Council adopted updates to the Plan on January 19, 2021.

Staff from all Volusia County CRS communities met and collaborated on the development of the updated 2025 Plan. During the two 2025 M-J PPI Plan update meetings, the committee discussed key data trends relevant to public outreach, including declining flood insurance policies inside and outside Special Flood Hazard Areas and rising numbers of repetitive loss properties. Members noted that population change, particularly among new residents, reinforces the need for consistent and targeted outreach, while the decline in flood insurance participation and increases in repetitive loss buildings underscore the importance of strengthening flood risk awareness, insurance education, and mitigation-focused messaging. Specific outreach for Port Orange residents includes an annual flood guide mailed to all households in the floodplain, annual letters to all repetitive loss properties, flood and flood insurance awareness articles in City newsletters and social media posts.

The Plan becomes effective upon adoption by all participating communities and creditable CRS points can then be received. The M-J PPI Committee will continue to meet annually to monitor and evaluate the program.

There is no additional expenditure associated with this program since the department responsible for the implementation has already accounted for the implementation in the approved budget. The M-J PPI Plan has a positive impact resulting from extensive outreach to the public.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-16 w exhibit	Resolution No. 26-16 w exhibit.pdf
----	--------------------------------	------------------------------------

Margaret Tomlinson	Created/Initiated - 02/26/2026
Tim Burman	Approved - 02/27/2026
Shannon Balmer	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/05/2026

RESOLUTION NO. 26-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE 2025 VOLUSIA MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION PLAN, AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses; and

WHEREAS, the CRS program requirements were revised by the NFIP in 2013 to include new creditable activities, one of which is to develop and implement a Program for Public Information (PPI) Plan, a coordinated flood hazard outreach program for the purpose of building community resilience to flooding; and

WHEREAS, the CRS program requirements provide extra benefit for partnering with other jurisdictions to develop and implement a PPI Plan covering a broader, multi-jurisdictional area; and

WHEREAS, the City of Port Orange joined with its neighboring CRS communities, Volusia County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, and South Daytona, to develop and adopt the 2016 Volusia County Multi-Jurisdictional Program for Public Information (PPI) that provides a comprehensive, coordinated approach to improving communication with citizens to reduce injury and damage to property from future floods; and

WHEREAS, the City Council of the City of Port Orange (“City Council”) adopted the original PPI Plan by Resolution No. 16-7 on January 19, 2016; and

WHEREAS, the PPI Plan is required to be updated every five years; and

WHEREAS, the City Council adopted the 2020 updated PPI Plan by Resolution No. 21-5 on January 19, 2021; and

WHEREAS, all Volusia County CRS communities met and collaborated on the development of the updated 2025 PPI Plan.

WHEREAS, the City of Port Orange finds the updated PPI Plan consistent with its goals and objectives in reducing the potential for personal/property losses in floodprone areas and ensuring the lowest possible flood insurance premiums for property owners, now therefore,

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

SECTION ONE. The City Council hereby adopts the 2025 Volusia Multi-Jurisdictional Program for Public Information Plan attached hereto as **Exhibit “A”**.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

EXHIBIT "A"

2025 VOLUSIA MULTI- JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION

Community Rating System Participating Communities:

**Daytona Beach, Daytona Beach Shores, Deltona, Edgewater,
Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet,
Port Orange, South Daytona, and Unincorporated Volusia
County**

2025

**Prepared by County of Volusia Planning and Development Services Division in coordination
with the Volusia Multi-Jurisdictional PPI Committee Members**

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Executive Summary

Volusia County is in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,103 square miles of land and 329 square miles of water with 50 miles of Atlantic Ocean shoreline, an intracoastal waterway, and bounded on the west by the St. Johns River.

All 17 jurisdictions within Volusia County participate in the NFIP.

Every jurisdiction in Volusia County participates in the Local Mitigation Strategy (LMS) Working Group to receive federal mitigation funding.

Of the 17 jurisdictions that participate in the NFIP and LMS, only 11 participate in the CRS. Those 11 communities include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated Volusia County. All 11 of these communities participate in this Multi-Jurisdictional Program for Public Information (MJ-PPI).

The Program for Public Information (PPI) is a planning tool to provide a coordinated approach to flood hazard outreach.

The Volusia Multi-Jurisdictional Program for Public Information (MJ-PPI) was initiated on March 11, 2015, through agreement with the attendees at a Local Mitigation Strategy (LMS) Working Group meeting.

The Multi-Jurisdictional Program for Public Information (MJ-PPI) committee must contain people from both inside and outside local government. The committee meets annually to monitor the implementation of the outreach projects and is integral in updating the MJ-PPI every five years - providing feedback on possible changes to targeted areas for outreach, revisions to messages, and delivery method and frequency of the messages.

The total savings for all Volusia County communities that participate in the CRS is approximately \$1,964,356 based on flood policies in effect as of January 2025.

Background

Community Rating System

The Community Rating System (CRS) is a voluntary program under the National Flood Insurance Program (NFIP) that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements. All 17 jurisdictions within Volusia County participate in the NFIP.

In addition, every community in Volusia County participates in the Local Mitigation Strategy (LMS) Working Group to receive federal mitigation funding. The 2025 Volusia County Multi-Jurisdictional LMS is Volusia County’s Hazard Mitigation Plan, a comprehensive document that includes the Integrated Floodplain Management Plan and Volusia County Flood Warning Program.

Of the 17 jurisdictions that participate in the NFIP and LMS, only 11 participate in the CRS. Those 11 communities include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated Volusia County (Figure 1). All 11 of these communities participate in this Multi-Jurisdictional Program for Public Information (MJ-PPI).

Table 1 identifies the CRS Class for each participating community and the applicable discount potential for properties located in a Special Flood Hazard Area (SFHA) and the current savings to policyholders. It indicates that most communities have been participating in the CRS Program since the early 1990s. The flood policy discounts range according to the community class rating and flood zone. The lower the CRS Class, the more savings an individual homeowner will receive. The total savings for all Volusia County communities that participate in the CRS is approximately \$1,964,356 based on flood policies in effect as of January 2025.

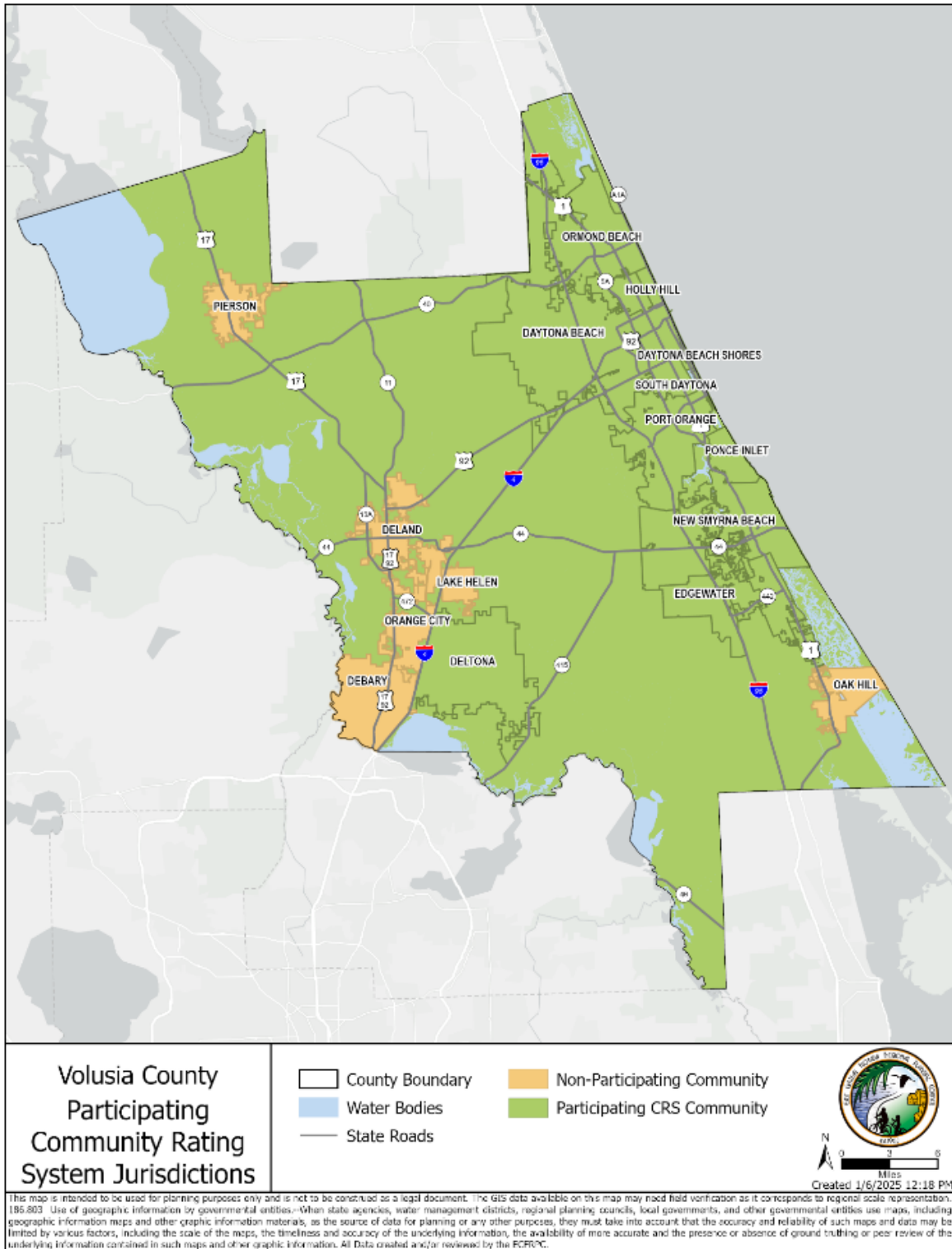
Table 1: Volusia County CRS Insurance Savings Report (as of 1/28/2025)

Community	CRS Entry Date	Current Class	% Discount for Properties in Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders
Daytona Beach	10/01/1994	5	25	\$340,828
Daytona Beach Shores	10/01/1992	5	25	\$56,627

Community	CRS Entry Date	Current Class	% Discount for Properties in Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders
Deltona	05/01/2015	9	5	\$21,819
Edgewater	10/01/1992	6	20	\$29,584
Holly Hill	10/01/1994	8	10	\$38,686
New Smyrna Beach	10/01/1991	5	25	\$463,411
Ormond Beach	10/01/1992	5	25	\$227,076
Ponce Inlet	05/01/2004	5	25	\$110,794
Port Orange	10/01/1992	5	25	\$182,645
South Daytona	10/01/1992	7	15	\$38,082
Volusia County	10/01/1993	5	25	\$454,804
			Total	\$1,964,356

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Figure 1: Participating CRS Jurisdictions in Volusia County



Multi-Jurisdictional PPI

The Program for Public Information (PPI) is a planning tool to provide a coordinated approach to flood hazard outreach. A PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it.

Coordination between jurisdictions through a Multi-Jurisdictional Program for Public Information (MJ-PPI) further increases efficiency in resource use and improves communication with citizens. All Community Rating System (CRS) participating communities realize an opportunity in collaborating to develop a multi-jurisdictional plan built on existing programs.

Reducing future flood damage requires a partnership with the public, and an educated public is an important component for success. A MJ-PPI Plan can offer participating communities the benefits of clear, coordinated messages and a more comprehensive approach in getting information out in a consistent, cost-effective manner.

Specifically, the MJ-PPI is an ongoing outreach effort to design and transmit the messages that the community determines are most important to its flood safety and the protection of its floodplains' natural functions. A MJ-PPI must be developed according to a seven-step planning and public involvement process that begins with establishing a PPI committee to guide the effort. The next step involves assessing the community's public information needs to identify key focus areas. Based on this assessment, targeted messages are formulated and specific outreach projects are identified to convey those messages effectively. The program also includes a review of other existing public information initiatives to promote coordination and avoid redundancy. Following these preparatory steps, a comprehensive PPI document is prepared and formally adopted. Finally, the program is implemented, with ongoing monitoring and evaluation to ensure that it meets the community's needs and objectives.

History

The Volusia Multi-Jurisdictional Program for Public Information (MJ-PPI) was initiated on March 11, 2015, through agreement with the attendees at a Local Mitigation Strategy (LMS) Working Group meeting.

Original preparation of the MJ-PPI, and subsequent 5-year updates, include insurance statistics showing the number of claims inside and outside of the floodplain, identification of the “Target Area”, “Target Audiences”, an assessment of the community’s public information needs, formulation of messages, and an inventory of public outreach initiatives to convey those messages.

After preparation and review, the MJ-PPI document is formally adopted by Resolution by all 11 participating communities. The MJ-PPI committee implements, monitors, and evaluates the program annually.

Table 2 identifies the summary of past actions, including the original MJ-PPI establishment in 2015 and the first 5-year update in 2020. Each update follows the seven-step planning and public involvement process outlined in the 2017 CRS Manual, pages 330-11 through 330-19.

Table 2: Summary of Past Actions

Date	Action Description
October 23, 2015	Draft Volusia MJ-PPI sent to CRS Technical Specialist
November 24, 2015	Draft Volusia MJ-PPI sent to FEMA, Region 4 - No identifiable issues found.
November 2015-June 2016	All participating communities adopted the PPI by Resolution
February 2016-January 2017	Implementation of the outreach projects
February 28, 2017	Implementation documents sent to the CRS Technical Coordinator for review
March 7, 2017	Positive score results received
April 30, 2018	Annual PPI review
March 20, 2019	Annual PPI review
March 23, 2020	Annual PPI review
September 23, 2020 October 7, 2020	Virtual meetings for 5-year update
June 25, 2021	Annual PPI review
February 24, 2022	Annual PPI review
February 17, 2023	Annual PPI review
February 9, 2024	Annual PPI review

Committee

The Multi-Jurisdictional Program for Public Information (MJ-PPI) committee must contain people from both inside and outside local government. The committee meets annually to monitor the implementation of the outreach projects and is integral in updating the MJ-PPI every five years - providing feedback on possible changes to targeted areas for outreach, revisions to messages, and delivery method and frequency of the messages. Table 3 identifies the updated MJ-PPI committee for 2025.

Table 3: Volusia Multi-Jurisdictional PPI Committee Membership

Community	Governmental Representative	Nongovernmental Stakeholder
Daytona Beach	Justin Barton, Engineer II	Angie Sehenuk, Resident
Daytona Beach Shores	Stewart Cruz, Community Services Director	Chuck Horion, Resident Kim Smith, Resident
Deltona	Phyllis Wallace, Deputy Public Works Director	Glenn Whitcomb, Resident
Edgewater	Dilena Talley, Junior Planner Erica Ehly, Senior Planner	Tracey Barlow, Resident Bliss Jamison, Real Estate
Holly Hill	Rickie Lee, Chief Building Official	Kyle Mahanes, Resident
New Smyrna Beach	Kyle Fegley, City Engineer	Stan Harrison, Insurance
Ormond Beach	Robin Gawel, Senior Planner	Becky Weedo, Resident
Ponce Inlet	Hank Baker, Chief Building Official Ami Pierce, Office Manager	Chad Sturno, Resident
Port Orange	Margaret Tomlinson, Construction & Engineering Manager Valerie Duhl, Community Development Engineer	Mike Springer, Resident
South Daytona	John Boden, Chief Building Official Becky Witte, Deputy City Clerk/Public Information Officer	Megan Howard, Resident
Volusia County	Samantha West, Sustainability & Resilience Manager Clayton Jackson, Public Information Officer Joseph Jaskula, CRS Coordinator/Planner II	Denise Hutchinson, Resident

The MJ-PPI Committee met twice in 2025, with an in-person meeting on February 18, 2025, and a virtual meeting on May 21, 2025, to review program status, data trends, and proposed updates to the Volusia Multi-Jurisdictional Program of Public Information. Committee members reviewed the annual PPI reports and were advised on areas where updates or refinements may be necessary. The County distributed background information to support updates to the 2020 MJ-PPI, and each participating jurisdiction provided updates on their current public information activities. While some outreach efforts were community specific, many were regional in nature, and the discussions highlighted opportunities for improved coordination and shared messaging among jurisdictions.

During both meetings, the committee discussed key data trends relevant to public outreach, including increasing population across most jurisdictions, declining flood insurance policies inside and outside Special Flood Hazard Areas, and rising numbers of repetitive loss properties. Members noted that population growth, particularly among new residents, reinforces the need for consistent and targeted outreach, while the decline in flood insurance participation and increases in repetitive loss buildings underscore the importance of strengthening flood risk awareness, insurance education, and mitigation-focused messaging.

The committee also reviewed the approved proposed priority areas and priority audiences for the 2025 MJ-PPI update, and evaluated revised public information messages, outcomes, and performance metrics. Additional discussion focused on program development, including ways to better deliver messages to target audiences, track outreach effectiveness, and align the PPI document with current CRS guidance and related planning documents. Members provided detailed input on recommended changes to this update, including corrections, clarifications, and refinements to messaging and document organization.

Public Information Needs Assessment

Community Profile

Volusia County is in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,103 square miles of land and 329 square miles of water with 50 miles of Atlantic Ocean shoreline. Along the eastern side of the County, the Halifax River and the Indian River/Mosquito Lagoon form long, narrow estuaries which separate the County’s mainland from its barrier island. Ponce DeLeon Inlet, located near the middle of the coastline, serves as the County’s only inlet through the barrier island and the major passage through which Atlantic tides and storm surge propagate into the estuaries. The Tomoka and St. Johns Rivers are other major estuaries in the County which are also sources of flooding.

Volusia County has a subtropical climate, with long, warm, and humid summers and short, mild winters. The average annual precipitation is approximately 48 inches. Over half of the rainfall occurs from June 1 through November 30, designated as the “Atlantic hurricane season.”

There are sixteen incorporated areas within Volusia County, of which Deltona is the largest in terms of population.

Table 4 shows the 2020 populations of the CRS participating cities and unincorporated areas within Volusia County along with the 2024 population estimates provided by the Bureau of Economic Business Research (BEBR), University of Florida.

Table 4: 2020 Census Count and 2024 Projected Population Estimates of Cities and Unincorporated Areas

Jurisdiction	2020 Population	2024 Population Estimate
Daytona Beach	71,488	84,891
Daytona Beach Shores	5,179	5,251
Deltona	93,692	98,312
Edgewater	23,097	24,981
Holly Hill	12,958	13,008
New Smyrna Beach	30,142	32,542
Ormond Beach	43,080	45,140
Ponce Inlet	3,364	3,428
Port Orange	62,596	65,670
South Daytona	12,865	13,493

Jurisdiction	2020 Population	2024 Population Estimate
Unincorporated	116,397	119,097

There has been a consistent upward trend in population growth in the participating CRS communities since the original MJ-PPI in 2015.

Flood Hazard

The 2025 Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) identifies 17 individual hazards categorized as natural, manmade, and technological. Section 5.6 describes the Flood Hazard Profile, identifying key terms, location and spatial extent, historical occurrences, historical summary of insured flood losses, repetitive loss properties, and the probability of future occurrences. Section 6.8 identifies the vulnerability and impacts of this hazard. Flooding is the most frequent and costly natural hazard in Volusia County.

The 2025 Volusia County Integrated Floodplain Management Plan (FMP) analyzed and assessed flood hazards (including riverine, urban, and storm surge flooding) through a risk assessment. Changes in the 100-year FEMA flood zone were analyzed, comparing the acreage of the 2017 flood zone (used in the 2020 FMP analysis) to that of 2024. Storm surge flooding was assessed using the Sea, Lake and Overland Surges from Hurricane (SLOSH) model, which predicts the tidal surge heights that result from hypothetical hurricanes with selected various combinations of pressure, size, forward speed, track, and winds. The Maximum of the Maximum Envelope of High Water (MOM) was utilized from the SLOSH model from the National Hurricane Center to further determine the worst-case scenario for a particular storm category under “perfect” storm conditions.

Volusia County experienced significant flooding events since the 2020 update to the LMS, FMP, and Multi-Jurisdictional Program for Public Information (MJ-PPI). Daytona Beach and Port Orange experienced 6 to 10 inches of rainfall over a 24-hour period from a slow-moving front in 2021. Hurricane Ian (2022) produced 22 inches of rainfall, setting historic precipitation records; and Hurricane Nicole (2022) generated 3 to six inches, worsening flooding impacts and causing the St. Johns River to rise into a moderate flood stage. Holly Hill and Ormond Beach reported flooding in the fall of 2023 due to excessive rainfall. Hurricane Helene (2024) produced 0.5 to 1.5 inches of rain, and Hurricane Milton (2024) delivered 7 to 17 inches of rain. Recovery efforts from the significant flooding events that began in 2022 were further exasperated by those in 2023 and 2024.

Figure 2: FEMA Flood Hazard Zones

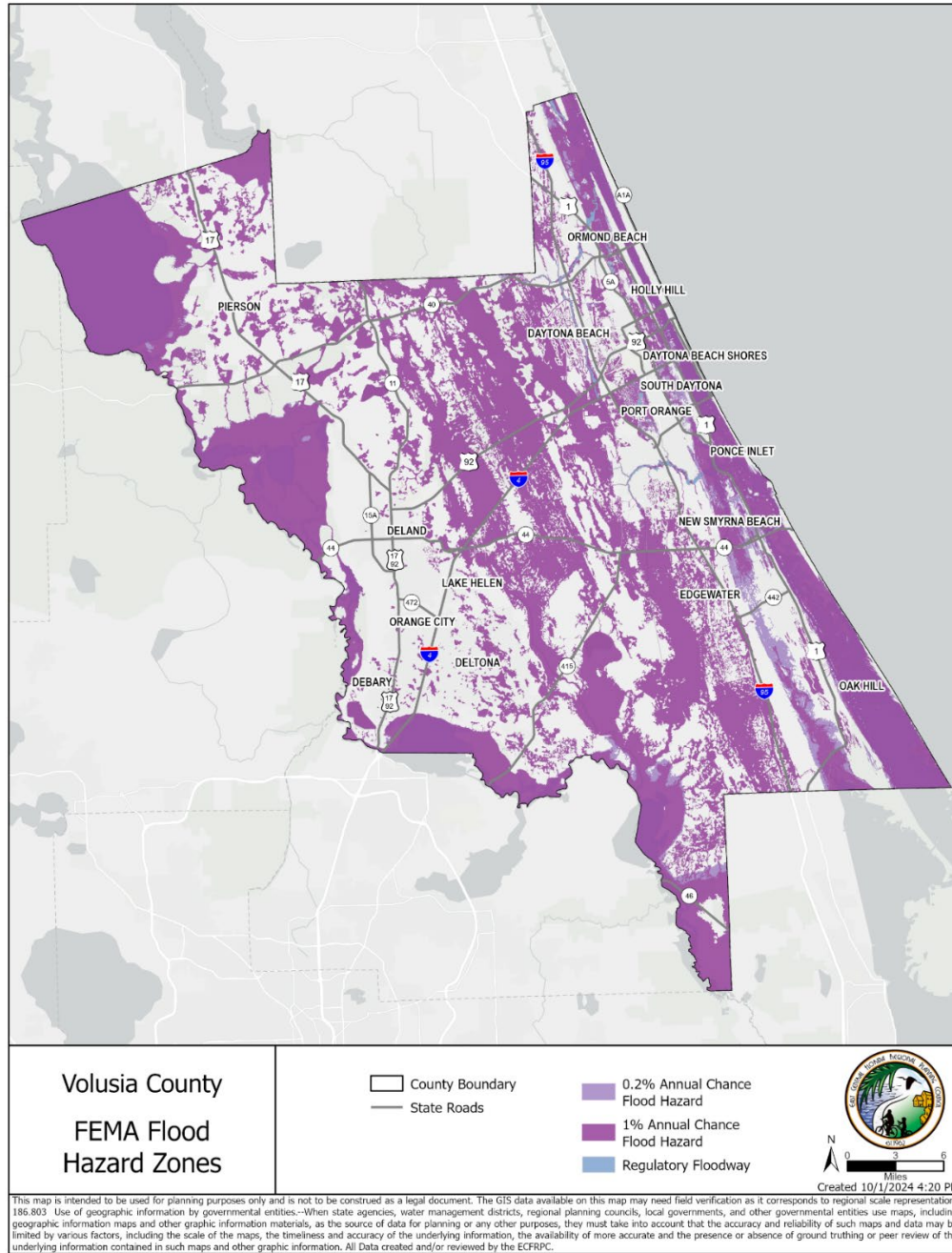


Figure 3 illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data. This includes Zones A/AE/AH/AO (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain).

Figure 3: Special Flood Hazard Areas for Volusia County

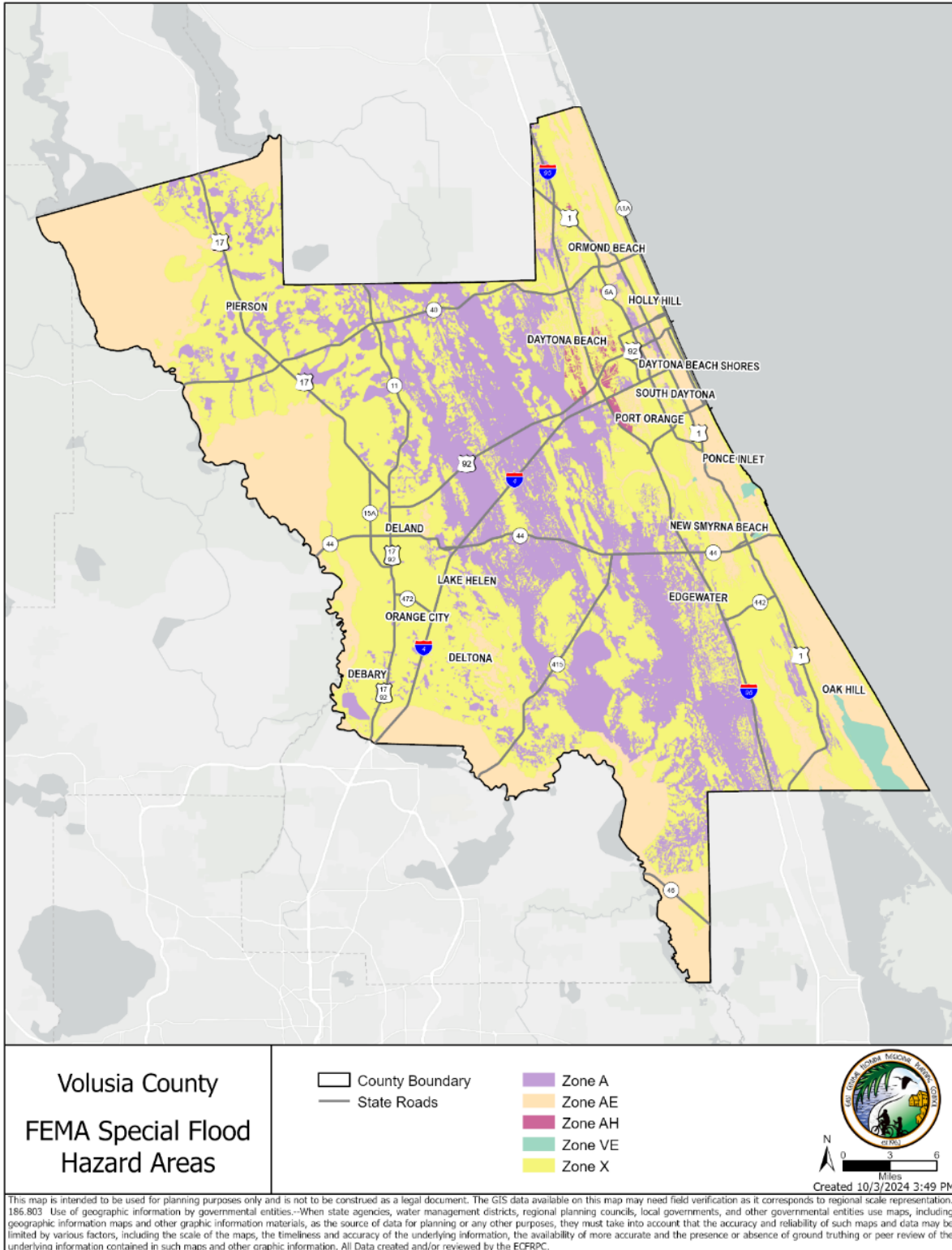
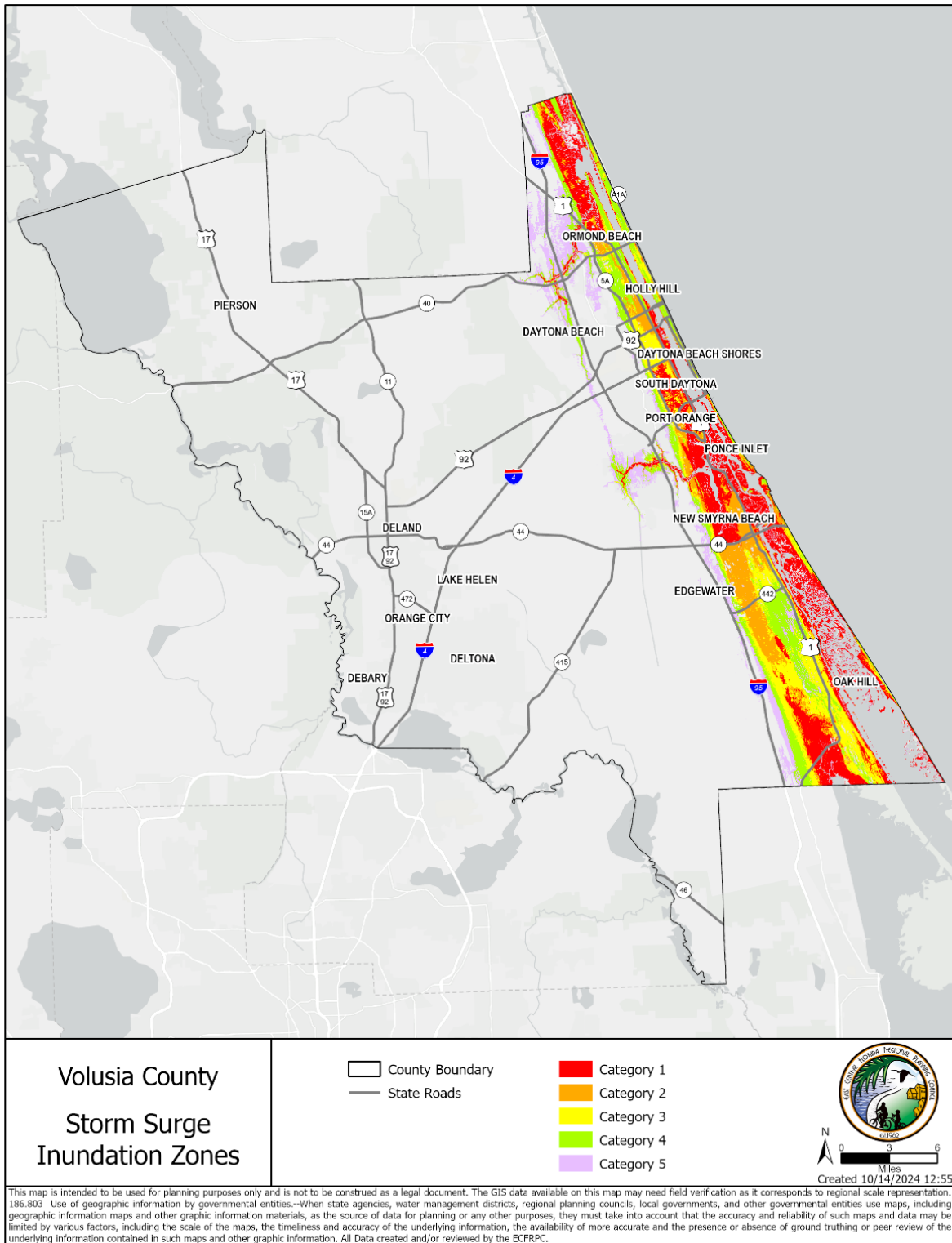


Figure 4: Storm Surge Inundation Zones



Flood Insurance Coverage Assessment

Flood Insurance Coverage

FEMA’s National Flood Insurance Program (NFIP) provides coverage for residential properties, personal property, and non-residential properties. NFIP flood insurance premiums are based on the risk rating of the building to be insured: the higher the risk, the higher the flood insurance premium.

Prior to October 1, 2021, the NFIP rating methodology primarily considered flood zones and elevations, and had not been updated in 50 years, causing disparities that resulted in individuals paying more than their fair share in flood insurance premiums. New policies effective on or after October 1, 2021, are priced under Risk Rating 2.0. This is a new, individualized approach to risk assessment, built on years of investment in flood hazard information. By using new data, new flooding models, and new technology, Risk Rating 2.0 can assess many factors for individual properties, including: frequency of flooding, multiple flood types, proximity to flood sources, and building characteristics.

To determine the level of flood insurance coverage in the Volusia Multi-Jurisdictional area, the most recent flood insurance policy and repetitive loss data provided by FEMA and the Insurance Service Office (ISO), a subsidiary of Verisk Analytics, along with GIS information, were evaluated. Table 5 summarizes the two key statistics of policies in force in the Special Flood Hazard Area and past claims by jurisdiction.

Table 5: Flood Insurance Data in the SFHA by Jurisdiction (as of 4/2/2025)

CID	Community Name	# of Policies within the SFHA in Force	Insurance in Force	\$ of Closed Paid Losses within the SFHA	\$ of Closed Paid Losses Outside the SFHA
125099	Daytona Beach	3,091	\$967,075,000	\$89,063,128	\$30,000,340
125100	Daytona Beach Shores	15	\$792,260,000	\$60,993.90	\$3,851,237.78
120677	Deltona	199	\$163,882,000	\$1,053,635.07	\$2,265,997.61
120308	Edgewater	75	\$172,656,000	\$924,397.28	\$6,765,905.19

CID	Community Name	# of Policies within the SFHA in Force	Insurance in Force	\$ of Closed Paid Losses within the SFHA	\$ of Closed Paid Losses Outside the SFHA
125112	Holly Hill	150	\$246,684,000	\$5,247,747.90	\$7,723,871.52
125132	New Smyrna Beach	1,330	\$1,263,871,000	\$35,352,544.25	\$16,337,860.16
125136	Ormond Beach	340	\$667,697,000	\$4,920,125.48	\$8,033,635.29
120312	Ponce Inlet	358	\$452,944,000	\$5,694,530.24	\$2,310,235.74
120313	Port Orange	454	\$509,416,000	\$30,973,855	\$37,770,731
120314	South Daytona	158	\$169,501,000	\$21,382,311.02	\$38,512,069.02
125155	Volusia County	1,288	\$1,266,310,000	\$47,708,868.78	\$23,374,974.92
Total		7,458	\$6,672,296,000	\$242,382,137	\$176,946,858

Table 6 compares the number of policies in Table 6 with the number of buildings in the SFHA by jurisdiction.

Table 6: Percentage of Buildings Insured

CID	Community Name	# of Buildings Within SFHA	# of Policies Within SFHA in force	% Insured Within SFHA	Total # of Policies	Total # of Policies Outside The SFHA
125099	Daytona Beach	6,192	3,091	49%	5,713	2,622
125100	Daytona Beach Shores*	5	15	N/A	3,578	3,563
120677	Deltona	568	199	35%	579	380
120308	Edgewater	715	75	10%	571	496
125112	Holly Hill	2,791	150	5%	907	757
125132	New Smyrna Beach	1,775	1,330	75%	5,066	3,736
125136	Ormond Beach	3,150	1,043	33%	3,532	2,489
120312	Ponce Inlet	422	358	84%	1,720	1,362

CID	Community Name	# of Buildings Within SFHA	# of Policies Within SFHA in force	% Insured Within SFHA	Total # of Policies	Total # of Policies Outside The SFHA
120313	Port Orange	5,035	454	9%	1,698	1,244
120314	South Daytona	982	158	16%	571	413
125155	Volusia County	4,241	1,288	30%	4,569	3,281
Total		25,876	8,161	35%	28,504	20,343

*Note: (1) Daytona Beach Shores policies exceed the total number of buildings. For insurance purposes, some condominium units will have their own policy as well as each building. For this reason, policies exceed the number of buildings.

According to Tables 5 and 6, there are 8,161 flood insurance policies within the Special Flood Hazard Area with 20,343 policies outside the floodplain. About 35% of the buildings within the Special Flood Hazard Areas have flood insurance coverage. It should be noted that the percentage of policy coverage for buildings may be skewed due to the way condominium buildings and units are insured. For example, there may be one condominium building and 12 units for a total of 13 policies. The community only counts one building, not 12 units, so those communities with more condominiums in or out of the SFHA will have more policies. The statistics are used for broad analysis only.

Table 7: Insurance Occupancy Type

CID	Community Name	Single Family Policies in Force	2 – 4 Family Policies in Force	All Other Residential in Force	Non-Residential Policies in Force	Total # of Policies
125099	Daytona Beach	1,450	54	1,912	287	3,703
125100	Daytona Beach Shores	75	9	3,450	44	3,578
120677	Deltona	577	0	0	2	579
120308	Edgewater	548	6	1	16	571
125112	Holly Hill	342	12	512	41	907

CID	Community Name	Single Family Policies in Force	2 – 4 Family Policies in Force	All Other Residential in Force	Non-Residential Policies in Force	Total # of Policies
125132	New Smyrna Beach	1,898	202	2,825	141	5,066
125136	Ormond Beach	1,436	21	747	128	2,332
120312	Ponce Inlet	358	35	1,312	15	1,720
120313	Port Orange	1,599	27	45	52	1,723
120314	South Daytona	520	8	14	29	571
125155	Volusia County	2,915	23	1,583	55	4,576
Total		11,718	397	12,401	810	23,326

Repetitive Loss Properties

Although the entire county is susceptible to flooding, there are approximately 2,208 buildings which are considered unmitigated “repetitive loss” properties as defined by FEMA (having at least two claims of \$1,000 over a 10-year period). Of the 2,208 unmitigated repetitive loss properties, 1,125 are in the Special Flood Hazard Area, and 1083 are outside the Special Flood Hazard area as displayed in the table below.

Table 8: Total Unmitigated Repetitive Loss Buildings by Jurisdiction and Flood Zone

Community	Total RL Buildings	RL in AE, A1-30, AO, AH, A	RL in VE, V1-30, V	RL in B, C, X	RL Buildings (Insured)
Daytona Beach	405	161	2	242	138
Daytona Beach Shores	14	1	0	13	7
Deltona	11	3	0	8	6
Edgewater	29	6	0	23	16
Holly Hill	113	54	0	59	48
New Smyrna Beach	164	116	3	45	56
Ormond Beach	132	47	0	85	25
Ponce Inlet	28	22	0	6	5
Port Orange	440	242	0	198	231
South Daytona	411	152	0	259	202
Volusia County	461	315	1	145	131
Total	2208	1119	6	1083	865

Based on the statistics, 51% of the buildings classified as repetitive loss have occurred in Special Flood Hazard areas. 49% of the repetitive loss buildings are located outside Special Flood Hazard Areas.

An interesting statistic contained in Table 8 above is the number of repetitive loss buildings currently insured equals a total of 865 or 39%. Even though the building may have experienced flood loss, flood insurance is not being purchased, probably because it is not required.

Summary

Based on the information above, most property owners in the multi-jurisdictional Volusia County area do not carry flood insurance on their buildings. In the Special Flood Hazard

Areas, where flood insurance is mandatory as a condition of federal aid or a federally backed mortgage or loan that is federally backed, only 35% of the buildings have flood insurance coverage. Also, it is interesting that approximately 39% of the repetitive loss buildings are insured.

Because the percentage of properties with flood insurance coverage is generally low, the PPI committee decided to continue to target a variety of audiences to increase flood insurance coverage for buildings. The target audiences are listed in the next section. The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County will continue to provide outreach to the various target audiences through methods such as mailings, ads, flyers, and the countywide website to encourage property owners to purchase flood insurance coverage. Additionally, the participating CRS jurisdictions will provide countywide information about flood insurance and other flood-related topics at public meetings and public events throughout the year. This consolidated outreach is intended to increase.

Priority Areas

The MJ-PPI committee identified the following priority areas:

- ▶ All properties
- ▶ A, AE, AH and VE zones, and flood-prone X and shaded X properties

All properties in the 11 participating CRS communities: Since flooding can happen anywhere in the County, the committee reconfirmed that the priority area of “all properties in the 11 Volusia County CRS communities” should remain unchanged. There were some recommendations to modify some of the messages and outcomes due to some activities being difficult to measure and monitor. This is the second five-year update to the plan.

A, AE, AH, VE zones, and flood-prone X and shaded X properties: Areas countywide can be flooded from overwhelmed rivers, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood-prone areas as A, AE, AH or VE Zones. The committee agreed these should be priority areas, in addition to flood-prone X and shaded X properties.

Priority Audiences

The MJ-PPI Committee identified the priority audiences listed below.

- ▶ The general public
- ▶ Residents in the floodplain

- ▶ Residents and property owners in repetitive loss areas
- ▶ Residents and property owners with substantial damage properties
- ▶ Real estate, lending, title, and insurance agencies
- ▶ New residents and property owners
- ▶ Real estate appraisers

General Public in the 11 participating CRS Communities: As past flooding and flood insurance claims indicate, residents and business owners in the cities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated areas of Volusia County need to be aware of the flood hazard, flood insurance, and ways they can protect themselves from flooding. Thus, the Committee concluded that the community at large should be considered a target audience, since flooding can occur anywhere for a variety of reasons. Flooding can occur in urban areas through an undersized culvert or blocked drain, as well as in areas not shown on flood maps. Residents may travel through flooded areas and do not know the proper safety precautions, or they may consider purchasing or moving to a flood-prone property. Although the committee reconfirmed that all properties are subject to flooding, the PPI should strive to reach all residents and businesses in the multi-jurisdictional Volusia County area, including renters.

Residents in the Floodplain: There are roughly 252,927 structures in the FEMA floodplain. Because these properties have been identified as having a known flood risk, the committee believes it is important to reach out to the property owners of these buildings to educate about flood risk, the availability of flood insurance, and the costs associated with recovery.

Residents & Business Owners in Repetitive Loss Areas: There are 2,208 unmitigated repetitive loss buildings in the participating CRS communities. These property owners, along with their neighbors, have a similar potential for flooding and should be aware of their property's risk of flooding and the availability of flood insurance. Because the residents and business owners of structures in the floodplain and the repetitive loss areas are similar, it was determined that these two groups should receive the same types of outreach.

Residents & Property Owners with Substantial Damage Properties: There is a special concern for substantial damaged properties from Hurricanes Ian and Milton. Because substantial damage can change over time, the goal is to reduce this target audience through mitigation efforts. Mitigation and outreach efforts within these affected areas aid those properties from becoming substantially damaged again.

Real Estate, Lending, Title, and Insurance Companies: These companies are the key to conveying information about flood hazards and flood insurance. The committee wants to

ensure that they understand and have all the information they need about these topics. Residential sellers should be proactive in preparing for future property sales by gathering all pertinent flood history documentation. Real estate professionals should also update their practices and educate clients on this new requirement to avoid liability. Title agencies have a part in transferring NFIP policies from one owner to another during a real estate transaction. Additionally, Florida's new flood disclosure law, House Bill 1049, went into effect on October 1, 2024. This law requires sellers of residential properties to disclose flood-related information to potential buyers. Sellers must complete a "Flood Disclosure" form before executing a sales contract, marking a shift toward greater transparency in property transactions.

New Residents/Property Owners: People new to the area often purchase new homes without knowledge of storm hazards, flooding or flood zone information. Providing educational information to the prospective buyer from the realtor will be extremely helpful in the event of flooding or a storm.

Real Estate Appraisers: Appraisers value property for buyers and sellers. The committee wants to ensure that appraisers understand buildings located in the Special Flood Hazard Area have additional permitting requirements for repairs and improvements that are not required by the Florida Building Code. For buildings located in the Special Flood Hazard Area, substantial improvement reviews are completed with alterations, renovations, additions, etc., and substantial damage reviews are completed if a building is damaged by wind, fire, or flood. If a building has been determined by the municipality to be substantially improved or damaged, then it must either show it is in compliance with the State and municipality's current flood-resistant construction requirements or be brought into compliance. Commercial buildings may be dry floodproofed. To floodproof residential buildings, they can either be elevated, if a structural engineer determines the structure can be lifted, or demolished and replaced. If a building has been determined to be substantially improved or damaged or if it is close to reaching the substantial improvement/damage threshold, appraisers' building valuations should include the cost to cure the compliance issue.

Existing Public Information Efforts

An important part of developing a public information program is to be aware of what other public information activities are reaching Volusia County multi-jurisdictional property owners. The information in Table 9 was updated by past projects, staff research, and PPI Committee members. The organizations are listed in alphabetical order.

Table 9: All Jurisdictions

Project #	Description	Message
1	Floodplain Management Website	Various
2	Annual mailing to repetitive loss areas	Information on the flood hazard, and mitigation measures
3	Distribution of FEMA materials in Local Libraries	Various
4	Letters promoting flood insurance from Mayor/Commissioner/Councilmember to all property owners	Know your risk of flooding; you should buy flood insurance; check with your agent to see if you are fully insured
5	Markers attached to storm drains	“No Dumping” – Drains to waterway markers
6	Brochure to Realtors, Lenders, and Insurance Agents	Various

Table 10: City of Daytona Beach

Project #	Description	Message
1	Flood Fact information brochure provided to all City of Daytona Beach in utility bill and direct mail	Various
2	Distribution of City, State, and FEMA brochures outside Commission Chambers	Various
3	Flood Tips PowerPoint Presentation on Channel 199	Various
4	Citywide Quarterly newsletter	Various

Table 11: City of Daytona Beach Shores

Project #	Description	Message
1	Citywide Quarterly newsletter	Various

Table 12: Deltona

Project #	Description	Message
1	Electronic and Mailed Quarterly Newsletter	Various
2	Pre-hurricane Season Activity	Preparedness – Avoid/Minimize/Recover

Table 13: City of Edgewater

Project #	Description	Message
1	Quarterly Facebook and newsletter distribution	Various
2	Brochures distributed at Edgewater Edgefest	Various
3	Brochures distributed at Environmental Services Educational presentations	Various

Table 14 : City of Holly Hill

Project #	Description	Message
1	Brochures available in City Hall	Various
2	Newsletter to Insurance Agencies	Flood Protection
3	Newsletter to Repetitive Loss Addresses	Flood Protection
4	Flood Information on Website	Various

Table 15 : City of New Smyrna Beach

Project #	Description	Message
1	Brochures and monthly Citizens Flood Newsletter available in City Hall / Building & Planning Offices	Various
2	Citizens Flood Newsletter distributed to insurance agencies	Various
3	Flood information packets distributed at community, wellness, fitness, park, and family-oriented events (5K runs, festivals, expos, and recreation events)	Various
4	Flood newsletters and information packets distributed through Citizens	Various

	Academy, committees, and public meetings	
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Table 16 : City of Ormond Beach

Project #	Description	Message
1	Flood Fact brochure distributed at Annual Earth Day event	Various
2	Flood information and website link provided to all City of Ormond Beach in utility bill	Various
3	Letter from Mayor inserted in approximately 25,000 utility bills	Flood Protection
4	Flood Information brochures available in Planning Department and in Finance office where utility bills are paid	Various

Table 17 : Town of Ponce Inlet

Project #	Description	Message
1	Flood Fact brochure and handouts, Don't Drown Frisbee distribute at Annual Ponce Preserves the Planet event, and Annual FABTO Educational Conference	Various
2	Town wide Quarterly Newsletter	Various
3	Flood Information Brochures available in Planning & Development Department and Town Community Center	Various
4	Flood Information on website	Various
5	Flood Fact brochure and letter mailed to Real estate agents, local contractors, local insurance agents, and targeted letters to contractors	Various

Table 18 : City of Port Orange

Project #	Description	Message
1	Flood Fact Brochure at kiosk in City Hall	Various
2	City weekly newsletters	Various

3	Social media messages on Facebook, Twitter/X, and Instagram	Flood Insurance
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Table 19 : City of South Daytona

Project #	Description	Message
1	City Newsletter	Flood Protection
2	Flood information distributed in City Hall	Various

Table 20 : Unincorporated Volusia County

Project #	Description	Message
1	Flood and emergency information on County website, emergency subpages, and micro sites	Various
2	Social media post and digital alerts EverBridge (AlertVolusia) and Emergency Management app)	Various
3	Radio programming, media events, and newspaper hurricane guides.	Preparedness – Avoid/Minimize/Recover
4	Flood and hurricane brochures and handouts distributed at events and outreach locations.	Various
5	Community preparedness presentations and hurricane expos	Preparedness – Avoid/Minimize/Recover
6	Flooding and stormwater education microsite	Flood Risk Awareness
7	Annual CRS Mail Out	Various

American Red Cross

- **Project 1:** Offers a Flood App for Android or Apple
 - **Message:** Prepare -- Respond -- Recover
- **Project 2:** Website educational information
 - **Message:** Prepare -- Respond -- Recover

COAD (Community Organizations Active in Disaster)

- **Project 1:** Annual hurricane expo
 - **Message:** Emergency Preparedness and Various

Florida Department of Emergency Management

- **Project 1:** Flood Awareness Week and Severe Weather Awareness Week Outreach
 - **Message:** Various

Florida Department of Environmental Protection

- **Project 1:** Flooding and Erosion webpage with links. Public information commercials on radio and cable
 - **Message:** Various

Florida Floodplain Management Association

- **Project 1:** Flood messages e-mailed
 - **Message:** Various

Hometown News

- **Project 1:** Hurricane prep guide
 - **Message:** Preparedness -- Avoid/Minimize/Recover

Insurance Agencies

- **Project 1:** Letter to homeowner policy holders with no flood insurance
 - **Message:** Flood Protection

News-Journal & Hometown News

- **Project 1:** Hurricane awareness flyers
 - **Message:** Preparedness -- Avoid/Minimize/Recover

St. John's River Water Management District

- **Project 1:** Flood Information on website
 - **Message:** Various

- **Project 2:** Distribution of brochures
 - **Message:** Flood Protection and Assistance and Stormwater Systems

Messages

After reviewing the Community Needs Assessment, the PPI Committee made a few changes to the eight originally adopted priority messages and reduced the messages to a total of 7 as indicated in Table 21.

Table 21: Messages and Desired Outcomes

Message	Outcome
A: Understand your risk of flooding. Finding out is simple!	A: Increase engagement on county's flood mapping website through the measurement of visitors inspecting the website.
B: Protect yourself, your home, business, and personal belongings from the next flood with flood insurance.	B: Increase in the number of flood insurance policies, including the number of policies in X zone.
C: Turn around, don't drown to safeguard yourself and neighbors from unnecessary flood risk. Sign up for alerts	C: Reduce water rescues or police citations for ignoring barricades after a flood event and increase Everbridge registrations for citizens.
D: Keep debris and trash clear from streams, ditches, and inlets to prevent excess flooding prior to storm events.	D: Reduce number of calls related to stream obstruction.
E: Before you start any storm repairs or improvements, check permit requirements.	E: Decrease in number of code violations for not obtaining a building permit.
F: Hire only licensed contractors who know the local ordinances and jurisdiction's requirements for permitting.	F: Fewer cases of unpermitted work through the implementation of the Floodplain Management Plan and decrease code violations.
G: Keep natural areas undisturbed, reduce and report illegal clearing and dumping, and protect water quality by limiting runoff, nutrient pollution, and improper fertilizer use.	G. Promote code compliance and responsible land management, while encouraging water quality protection and proper property fertilizer practices

The overall strategy is to make information more readily available to the target audiences in a manner that will equip and encourage these audiences to adopt behaviors to improve preparedness and decrease future flood damage. The PPI Projects and Initiatives list provides a comprehensive list of program elements organized by target audience and message. This table also includes Outreach Projects created specifically to increase the number of flood insurance coverage policies in the participating communities, denoted as “OP”.

In addition to projects that are implemented every year, the PPI Committee recommends Flood Response Projects “FRP” that will be implemented before, during and after a flood. One such project is the door hangers in English and Spanish to be placed on impacted properties after a storm. The County CRS Coordinator will provide the template to each PPI community for reproduction when needed. After a major flood event that requires a damage assessment team, door hangers will be placed on the door of each impacted property, where and when it is safe to do so.

Other FRP projects included sending EverBridge (AlertVolusia) voice, text and/or email messages. The EverBridge Emergency Notification System provides the public with the ability to receive voice, text, and/or email notifications. Volusia County has shifted to Everbridge in March of 2022, but it was available to the county and had it as a backup to CodeRed since 2018. Citizens can register online at:

<https://www.volusia.org/services/emergency-services/emergency-management/alerts/>

Any citizen with questions about the system can call the Volusia County Emergency Management Information Line at: 386-258-4088. The following EverBridge messages will be sent to all registrants along the lines of the following messages:

- ▶ Before the storm: “The National Weather Service has issued a Flood Watch for your area. A Flood Watch means that flooding is imminent or occurring. Please follow all precautions to keep you and your loved ones safe. If you are ordered to evacuate the area, do so immediately. If you suspect you are in a home that is subject to deep flooding, turn off the electricity at the circuit breaker panel and gas, gather canned foods and flashlights, and evacuate. If you are in transit, please avoid streets that are underwater or are barricaded. We urge you to stay tuned to news outlets for on-going details. Thank you for your cooperation.”
- ▶ During the storm: “Due to (event name) there are many power outages, flooded areas, and downed power lines, inoperable traffic signals, and debris around Volusia County that could cause harm or injury to residents outside. Residents are urged to remain in

place until weather conditions improve and to ensure road accessibility for first responders. If you need emergency assistance, please call 9-1-1.”

- ▶ After the storm: “Please report storm related damage to Volusia County Emergency Management at 866-345-0345. County and City employees will be travelling throughout the county assessing damage to homes.”

During the year, when there is no storm event projected, general educational EverBridge messages will also be sent periodically throughout the year. Below are some examples of messages that will be sent:

- ▶ "Know your flood zone. For information about your flood zone and flooding please see <https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/>"
- ▶ "Flood insurance is a great way to protect your home when disaster strikes. Contact your insurance agent today to see if your home is covered. Be proactive. It usually takes 30 days for a policy to become effective.”
- ▶ "Flooding is one of Florida's most frequent hazards. It is a coast-to-coast threat that can occur at any time of the year. Find out ways to protect yourself, family and home at <https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/>"

Other Public Information Initiatives

Map Information Services

Volusia County and Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona provide map information in several ways. The most common method is the County flood map viewer website at:

<https://www.volusia.org/services/business-services/information-technology/geographic-information-services/flood-map-viewer.stml>

Customers enter the address of the property in question and can view on the map whether the property is in a Special Flood Hazard Area or not. Map information can also be obtained from most of the other CRS communities' websites and the FEMA interactive flood map service:

<https://msc.fema.gov/portal/search>

All CRS communities provide map information through inquiries by phone, by email, or in person through the customer service counter. This service is advertised annually to real estate agents, lenders, and insurance agents, as well as residents of properties in the floodplain and repetitive loss properties. The PPI Committee agreed to continue these procedures. Volusia County has recently updated the County's website to include all of the other CRS communities' contact information and website links in order to make flood determinations easier.

<https://www.volusia.org/services/emergency-services/emergency-management/types-of-disasters/floods/>

Hazard Disclosure for Real Estate Agents

Effective February 19, 2014, the FEMA Flood Insurance Rate Maps (FIRMs) were updated for all communities within Volusia County based on the updated riverine study. On September 29, 2017 FIRMs for coastal communities became effective based on the updated surge study. Due to an issue between some of the 2017 FIRMS and the data contained in the 2017

Flood Insurance Study, a correction was made to the applicable flood maps and updated on August 7, 2018. Volusia County has published the new flood maps on its website and encourages the public to review the updated flood zones. Now that the information is available, real estate agents and brokers, and sellers have a duty to disclose to buyers (or to make sure buyers are aware) of the flood risks associated with a particular piece of property.

One protection for buyers in Florida is the requirement that any property located in a Special Flood Hazard Area, where the purchase is financed with a federally backed loan, must be covered with flood insurance. Whether or not a private mortgage will demand flood insurance coverage depends upon that lender. It should be noted that if a buyer purchases a property with cash, then the buyer will not be required to purchase flood insurance so the flood zone may or may not be disclosed.

All real estate agents can access the State of Florida Seller's Disclosure of Property Conditions form and disclose whether a property is located in a floodplain. Real estate agents can obtain the flood zone by using the methods described above in the Map Information Service section.

A county-wide brochure called, "Ask Before you Buy" has been established for the past few years. The brochure is distributed at public outreach events and hazard presentations, and by realtors to prospective buyers through the yearly CRS Mail Out.

Flood Protection Website

The Volusia County website is updated to include information on all the priority topics listed in the Inventory of Existing Public Information Efforts table. Additional information related to outreach projects will be included on the website with links to all CRS participating communities. In addition, the County's website is updated to have a more current look and have a more prominent location on the County's main webpage.

<https://www.volusia.org/services/emergency-services/emergency-management/types-of-disasters/floods/>

Volusia County issued a news release notifying the media of the report's availability back in July. Below is a link to that news release.

https://www.volusia.org/news/news-releases.stml?portalProcess_dd_0_1_1=showPublicEvent&calendar_entry_id=91118

There are two websites that Volusia County created within the last year. They are what can be considered microsites within the main website.

<https://www.volusia.org/services/emergency-services/emergency-management/index-1.stml>

<https://www.volusia.org/services/public-works/stormwater-management/index.stml>

Flood Protection Assistance

All the participating CRS communities offer flood protection assistance including property protection advice (PPA), advice after a site visit (PPV), and financial assistance advice (FAA). These types of assistance are advertised in the annual mailing to floodplain and repetitive loss property owners. Other types of advertising will be considered for a countywide opportunity such as the Home Show (Daytona Beach's community event highlighting home trends and engagement) and other presentations to civic and professional groups.

Plan Maintenance Procedures

The Multi-Jurisdictional PPI Committee will meet annually to evaluate the Plan and incorporate any needed revisions. The evaluation will cover:

- ▶ A review of the projects that were completed
- ▶ Progress toward the desired outcomes
- ▶ Recommendations regarding projects not completed
- ▶ Changes in the target audiences

The CRS Community Assessment will be refreshed every year as part of the Annual Evaluation. The County will coordinate and facilitate this meeting, and afterward, provide a summary and updated PPI worksheet Projects and Initiatives List reflecting the committee's decisions. The Annual Evaluation Report will be prepared each year as part of the CRS annual recertification, with copies to the County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona governments, State of Florida NFIP Coordinator, and local media.

Plan Adoption

This document will not become effective until the Volusia Multi-Jurisdictional Program for Public Information is adopted by the Daytona Beach City Commission, Daytona Beach Shores City Council, Deltona City Commission, Edgewater City Council, Holly Hill City Commission, New Smyrna Beach City Commission, Ormond Beach City Commission, Ponce Inlet Town Council, Port Orange City Council, South Daytona City Council, and Volusia County Council, by Resolution.

Table 22: Outreach Projects (OP) for General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #1 Consolidated Flood Fact brochure on all messages and handouts distributed in all community permitting offices	A-G	All CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #2 Consolidated Flood Fact brochure on all messages and handouts distributed at branch libraries	A-G	County CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #3 Consolidated Flood Fact brochure on all messages and handouts to Chamber of Commerce for display	A-G	All CRS Coordinator	Year-round	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #4 Booths at countywide and citywide events	A-G	Volusia County Emergency Management	Over 68 Events in various and reoccurring locations. Majority events are held between May through July.	All Chamber of Commerce offices	All
OP #5 Presentations for countywide citizen and professional groups	A-G	Emergency Management/County CRS Coordinator	Year-round	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #6 Emergency Management public presentations including flood messaging	A-G	Emergency Management/County CRS Coordinator	Year-round	All Chamber of Commerce offices	All
OP #7 Multi-Media Posts and digital alerts	A-G	Volusia County Emergency Management	Year-round	All Chamber of Commerce offices	All

Table 23: Outreach Projects (OP) for Property Owners in the Floodplain and Repetitive Loss

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #8 Annual Flood Guide – updated information on flood hazard preparedness that includes information on property protection – sent to all households in floodplain and distributed in County offices, regional library branches and all community building departments	A-G	All CRS Coordinators	Mailed out by 5/1	All Chamber of Commerce offices	All
OP #9 Annual letters to all repetitive loss area properties	A-G	All CRS coordinators/Emergency Management	Mailed out by 5/1	All Chamber of Commerce offices	All
OP #10 County Emergency Management will give presentations on family disaster preparedness to groups and communities	A-G	Emergency Management/County CRS Coordinator	By 5/1 of each year	All Chamber of Commerce offices	All

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #11 Volusia COAD (Community Organizations Active in Disaster) will hold their annual Hurricane Expo	A-G	Volusia COAD	Annually	Volusia COAD	All
OP #12 – EverBridge text & e-mail to all	A-G	County Emergency Management	Monthly		All

Table 24: Outreach Projects (OP) for Real Estate, Real Estate Appraisers, Lending, Title and Insurance Companies

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #13 Mail letters and consolidated Flood Fact brochure	A-G	Emergency Management/County CRS Coordinator	By 5/1 of each year		All
OP #14 Floodplain Disclosure and Permit Awareness Outreach	A, E, F	County CRS Coordinator	By 5/1 of each year	Buyers and lenders	All

Table 25: Outreach Projects (OP) for New Residents and Property Owners

Project(s)	Messages and Outcomes (See Table 6)	Assignment	Proposed Schedule	Stakeholder	CRS Community
OP #15 “Ask Before You Buy” brochure developed and distributed to realtors to provide all buyers.	A, B, D, E, F, and G	Emergency Management	Year-round	New resident and/or property owners	All



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (B8) Approval of the Contract to Purchase 798 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 798 Sugar House Drive in the amount of \$390,000; 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 798 Sugar House Drive for \$390,000 plus authorize closing costs not to exceed \$10,000. The homeowner 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 \$390,000, 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. The purchase agreements for 893 Sugar House Drive and 5899 Trailwood Drive were approved at the February 17, 2026, City Council meeting.



Location map for 798 Sugar House Drive

The property owner at 798 Sugar House Drive has reviewed and signed the sale and purchase agreement.

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 costs for 798 Sugar House Drive are estimated at \$441,775, with \$331,331 to be reimbursed with federal funds and the remaining \$110,444 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 this FEMA Flood Mitigation Assistance Repetitive Loss home 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.

Upon acquisition by the City, the existing home will be demolished, and the property will be maintained as open space for stormwater management. As part of the Pepper Hill stormwater project, the City plans to replace the existing 15" x 21" oval corrugated metal pipe along the western property line. Ownership of 798 Sugar House Drive will allow the pipe to be upsized, improving drainage from Sugar Forest to the Madeline Avenue drainage ditch. The property will also provide enhanced access to the ditch along Madeline Avenue.

Following the closing, demolition activities will commence. Reimbursement requests may be submitted after demolition is completed. The acquisition and demolition of the property 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.	Sale and Purchase Agreement 798 Sugar House Dr w/ exhibits	Sale and Purchase Agreement 798 Sugar House Dr w/ exhibits.pdf
2.	798 Sugar House Dr - Seller Signed FEMA Deed Restrictions	798 Sugar House Dr - Signed FEMA Deed Restrictions.pdf

Valerie Duhl	Created/Initiated - 02/25/2026
Tim Burman	Approved - 02/25/2026
Sue Wang	Approved - 02/27/2026
Shannon Balmer	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/05/2026



**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 Joan Burnett, whose post office address is 798 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 **798 Sugar House Drive**, in Port Orange, County of Volusia, State of Florida, also being identified as Parcel Number 6337-08-03-0760; 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 Ninety Thousand and NO/100 (\$390,000.00)** ("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:

Val Duke

First Witness Signature Above, Printed Name Below:

Valerie Duhl

SELLER:

By:

Joan Burnett
Joan Burnett

Jason Wyckoff

Second Witness Signature Above, Printed Name Below:

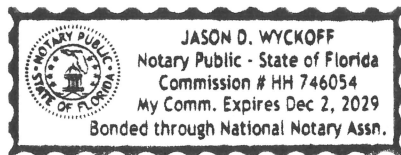
Jason Wyckoff

Date: February 24 2026

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 24th day of February, 2025, by **Joan Burnett**, 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 DL as identification.

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 76, SUGAR FOREST, PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 35, PAGE 1, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Parcel Identification Number: 6337-08-03-0760

EXHIBIT "B"
FEMA Deed Restrictions

In reference to the property 798 Sugar House Drive, Port Orange, Florida 32129, conveyed by the Deed between Joan Burnett, 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 D. M

Witness Signature

Printed Name: Valerie D. M

GRANTOR:

By: Joan Burnett

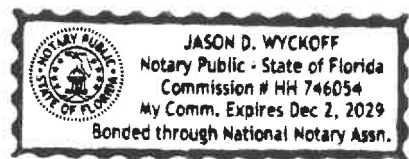
Joan Burnett

Date: Mar. 04/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of March, 2026, by Joan Burnett, who is authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced Driver license as identification.

Jason D. Wyckoff
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:

EXHIBIT "B"

FEMA Deed Restrictions

In reference to the property 798 Sugar House Drive, Port Orange, Florida 32129, conveyed by the Deed between Joan Burnett, 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 D. M

Witness Signature

Printed Name: Valerie D. M

GRANTOR:

By: Joan Burnett

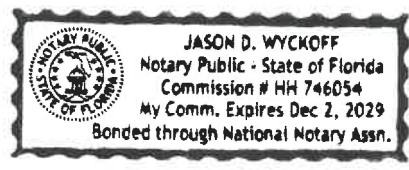
Joan Burnett

Date: Mar. 04/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of March, 2026, by Joan Burnett, who is authorized to execute the foregoing AGREEMENT, and who is personally known to me, or has produced Driver license as identification.

Jason D. Wyckoff
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 3/17/2026

SUBJECT: (B9) Approval of the First Amendment to the Option to Purchase Contract for 842 Bears Trail

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the First Amendment to the Option to Purchase Contract for 842 Bears Trail providing for a Post-Closing Occupancy Agreement and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: On February 17, Council approved the Option to Purchase Contract for the purchase of 842 Bears Trail. The purchase of this property and the neighboring property located at 846 Bears Trail support the Nixon Lane Stormwater Pond and Pump Station Project.

This agenda item requests City Council approval of the First Amendment to the Option Contract to Purchase the property located at 842 Bears Trail for the Nixon Lane Stormwater Pond and Pump Station Project.

The First Amendment authorizes a Post-Closing Occupancy Agreement that allows the seller to remain in the home for up to 90 days following closing. The agreement establishes a rental rate of \$1,500 per month during the occupancy period; however, the rental amount will be suspended if the seller vacates the property within the 90-day timeframe. This provision provides additional time for the seller to relocate after conveyance of the property to the City.

The amendment does not modify the purchase price or other substantive terms of the original Option Contract and does not affect the overall project schedule.

Approval of the First Amendment will allow the City to move forward with closing while accommodating the seller's short-term occupancy needs.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	First Amendment	First Amendment.pdf
----	-----------------	---------------------

Robin Fenwick	Created/Initiated - 02/25/2026
Robin Fenwick	Approved - 02/26/2026
Sue Wang	Approved - 02/28/2026
Matthew Jones	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/05/2026

**First Amendment to Option to Purchase Contract
and Contract for Sale and Purchase
of Real Property**

THIS FIRST AMENDMENT TO OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY is made and entered into this ____ day of March, 2026, between **Joan H. Costello** whose address is 842 Bears Trail, Port Orange, Florida 32129 ("Seller") and the **City of Port Orange, Florida**, a municipal corporation whose mailing address is 1000 City Center Circle, Port Orange, FL 32129-4144 ("Purchaser").

WITNESSETH

WHEREAS, the Seller and Purchaser entered into a Option to Purchase Contract and Contract for Sale and Purchase of Real Property currently owned by Seller dated February 17,2026 (the "Contract"); and

WHEREAS, due to challenges in securing new housing, Seller is requesting post-closing occupancy of the Property, as defined in the Contract;

WHEREAS, in furtherance of Seller's efforts to secure new housing, the Seller and Purchaser have agreed to amend the Contract to provide for the post-closing occupancy and the documents necessary to facilitate said occupancy; and

NOW THEREFORE, in consideration of the mutual promises hereafter set forth herein, Seller and Purchaser hereby agree to the following amendments to the original Contract:

1. Third Subparagraph of Paragraph 1 of the Contract, *Tangible Personal Property and Fixtures*, is hereby deleted in its entirety and replaced herewith as set forth below:

"Tangible Personal Property and Fixtures: Prior to the expiration of the Port-Closing Occupancy Agreement, said date being Ninety (90) days from 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 the expiration of the Post-Closing Occupancy Agreement, 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."

2. Subparagraph 2(c) of the Contract is hereby deleted in its entirety and replaced herewith as set forth below:

"(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 "B"**, and as otherwise agreed herein, delivered at the time of closing, payable to the Seller, subject to the provisions set forth in Section 17, herein."

3. The Contract is hereby amended to add and incorporate a new paragraph, Paragraph 17, as set forth below:

"17. Post-Closing Occupancy. Seller shall have the option to remain in possession of the Property for a period of Ninety (90) days from the date of closing, subject to the terms and conditions agreed upon in the Post Closing Occupancy Agreement substantially in the form attached hereto as **Exhibit "C"** and made a part hereof by reference. During Seller's period of post-closing occupancy, it is agreed that the Escrow Agent shall hold back in escrow **Five Thousand and NO/100 Dollars (\$5,000.00)** of the Purchase Price, subject to the terms and conditions agreed upon in the Escrow Agreement in the form attached hereto as **Exhibit "D"** and made hereof by reference. The terms set forth in this Section 17 shall survive this Contract."

4. The Contract is hereby amended to incorporate **Exhibits "C" and "D"**, as referenced in the newly added Paragraph 17, attached hereto and made a part of the Contract by this reference.
5. Except as specifically amended herein, all terms and conditions set forth in the Contract shall otherwise remain in full force and effect. In the event of a conflict between the Contract and this First Amendment, this First Amendment shall control.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Seller and Purchaser hereby execute this First Amendment as of the respective dates shown below.

WITNESSES:

FIRST AMENDMENT TO OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

PURCHASER:

Stephanie DiPietrantonio
First Witness Signature Above, Printed Name Below:

Stephanie DiPietrantonio

Shannon K. Balmer
Second Witness Signature Above, Printed Name Below:

Shannon K. Balmer

By: *Joan H. Costello*
Joan H. Costello

Date: Feb. 25, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was and acknowledged before me by means of [XX] physical presence or [] online notarization this 25 day of February, 2026, by Joan H. Costello, the Purchaser 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.

Robin L. Fenwick

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:

FIRST AMENDMENT TO OPTION TO
PURCHASE CONTRACT AND CONTRACT FOR
SALE AND PURCHASE OF REAL PROPERTY
SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above, Printed Name Below:

By: _____
Scott Stiltner, Mayor

Second Witness Signature Above, Printed Name Below:

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 [] physical presence or [] online notarization this _____ day of _____, 2026, by Scott Stiltner as Mayor and Robin 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 "C"

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT ("Agreement") is made as of the _____ day of _____, 2026 by and between 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", and Joan H. Costello whose address is 842 Bears Trail, Port Orange, Florida 32129 hereinafter referred to as "SELLER".

WHEREAS, PURCHASER and SELLER have entered into a contract for the purchase and sale of property at 842 Bears Trail, Port Orange, County of Volusia, State of Florida, more particularly described as:

S 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 by Parcel Number 6337-04-00-0056; the subject real estate being hereinafter referred to as the "Property", which contract is dated _____ and

WHEREAS, SELLER desires to occupy the Property after closing and disbursement, and PURCHASER is willing to allow SELLER occupancy in accordance with and subject to the terms and conditions set forth herein.

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

1. **Occupancy.** This Agreement shall be restricted to occupancy of the Property by the SELLER only and shall be used for residential purposes. Occupancy shall terminate on or before Ninety (90) days from date of closing on or before 5:00 P.M., said date being _____ ("Termination Date"), by which time SELLER shall vacate the Property. This right of occupancy is exclusive to the SELLER.
2. **Payments.** Rents due and owing under this Agreement will be at the rate of **One Thousand Five Hundred and NO/100 Dollars (\$1,500.00) per month ("Rent")**. Rent due and owing under this Agreement is hereby suspended pending vacation of the Property on or before Ninety (90) days from the date of closing, as agreed herein. If SELLER fails to vacate the Property as agreed, then SELLER shall be in default of their obligations hereunder and shall forfeit all right, title, and interest to the monies held in escrow pursuant to the Contract for Purchase of the Property, referenced hereinabove. If SELLER vacates as agreed, then SELLER shall be entitled to a return of all monies held in escrow pursuant to the Option to Purchase Contract and Escrow Agreement entered into between the parties and without any deduction for rents.
3. **Utilities and Insurance.** SELLER shall be responsible for payment of all utilities and for insurance on contents until the date SELLER vacates the Property. The PURCHASER agrees to maintain liability insurance on the Property.

4. Indemnification. It is understood and agreed that the SELLER will indemnify and hold the PURCHASER harmless in the event of any damage, injury or loss of life in connection with SELLER's occupancy and use of said Property and all facilities offered for SELLER's enjoyment of the Property.
5. Use. SELLER further covenants and agrees not to use nor permit the Property to be used for any illegal, immoral or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the Property or to the comfort and peace of any of the inhabitants of said building or its neighbors and particularly SELLER shall not assign this Occupancy Agreement or sublet any portion of the Property. SELLER shall not use said Property for any other purpose than as a residence.
6. Repairs. SELLER shall maintain the Property, including carpet, appliances, equipment and furnishings, if any, and including but not limited to air conditioning, plumbing, electrical and structural in good working order and repair during said occupancy. Any damage, breakage or loss to any portion of the Property, including air conditioning, plumbing, electrical and structural, occurring during the occupancy, will be paid for by SELLER.
7. Surrender. At the end of the term, SELLER shall vacate and surrender the Property in broom clean condition. SELLER shall remove all personal property, furnishings, appliances, fixtures, shrubs and queen palm trees around the pool deck area, at their discretion ("Tangible Personal Property and Fixtures"), and miscellaneous debris; and shall secure all exterior openings of the structure. Upon the expiration of the Post-Closing Occupancy Agreement, 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.
8. Right of Entry. PURCHASER's right to enter the Property shall be governed by the provisions of Florida Statutes, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such Statutes.
9. No Waiver. The failure of PURCHASER to take any action against SELLER for violation of any of the terms of this Agreement shall not be a waiver of that act or a subsequent act of SELLER of a similar nature from being a violation of this Agreement.
10. Action. If the PURCHASER is compelled to maintain an action for the possession of the Property, or damages, the SELLER agrees to pay all expenses incurred by the PURCHASER in connection with said action, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels.
11. Miscellaneous. This Agreement may be executed in counterparts, all counterparts taken together being one Agreement. Facsimile or electronic (including pdf) signatures shall be treated as originals. The provisions contained in this Agreement and the Contract set forth the entire understanding of the parties and shall be binding upon their respective heirs, successors, assigns

and legal representatives of the parties hereto and shall not be changed or terminated orally. The law governing this Agreement shall be that of the State of Florida. Venue shall lie in Volusia County. Time is of the essence.

12. Governing Law. This Occupancy Agreement shall be governed by Chapter 83 Florida Statutes as a Residential Tenancy. The rights and remedies under this Occupancy Agreement are cumulative and not exclusive. Upon default, the non-defaulting Party shall additionally have such other and further rights as may be provided at law or in equity.

13. Captions. The captions used herein are for convenience purposes only and have no effect on the interpretation of the terms contained herein.

[SIGNATURE PAGES TO FOLLOW]

WITNESSES:

SELLER:

First Witness Signature Above, Printed Name Below:

By: _____
Joan H. Costello

Second Witness Signature Above, Printed Name Below:

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Post Closing Occupancy Agreement* was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by **Joan H. Costello**, 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 _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESS AS TO BOTH:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Scott Stiltner, Mayor

Printed Name

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

Signature

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Post-Closing Occupancy Agreement* was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by Scott Stiltner and Robin L. Fenwick, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, respectively. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "D"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2026, by and among **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "**Port Orange**" or "**City**" and the **JOAN H. COSTELLO WHOSE ADDRESS IS 842 BEARS TRAIL, PORT ORANGE, FLORIDA 32129**, hereinafter referred to as "**Seller**" and **COLUMBIA TITLE RESEARCH CORPORATION**, with a mailing address of 200 Forest Lake Blvd., Suite 2, Daytona Beach, FL 32119 hereinafter referred to as "**Escrow Agent**".

WITNESSETH:

WHEREAS, Seller and Port Orange entered into the Post Closing Occupancy Agreement dated on or about _____, (hereinafter the "Post-Closing Agreement") detailing the terms and conditions of Seller remaining in possession of the property located 846 Bears Trail, Port Orange, County of Volusia, State of Florida, more particularly described as:

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 by Parcel Number **6337-04-00-0056**; the subject real estate being hereinafter referred to as the "Property"; and

WHEREAS, the Parties desire to use this Escrow Agreement to effectuate that certain Post-Closing Agreement for the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 ACCEPTANCE OF APPOINTMENT AND DEPOSIT INTO ESCROW

Section 1.1 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to hold and distribute all Escrow Deposits, in accordance with the terms and conditions of this Agreement.

Section 1.2 Receipt of Deposits for Escrow. Upon the full execution of this Agreement, the Seller authorizes Escrow Agent to hold from disbursement, a portion of the funds paid by Port Orange for the purchase of the Property in the amount of **Five Thousand and**

NO/100 Dollars (\$5,000.00) (the “Escrowed Deposits”) with Escrow Agent.

**ARTICLE 2
RELEASE FROM ESCROW**

Section 2.1 Delivery and Release of Escrow Deposits. Upon Escrow Agent’s receipt of the Port Orange’s written confirmation to Escrow Agent (pursuant to Section 3.1 of this Agreement) of Seller’s performance of the obligations set forth in the Post-Closing Occupancy Agreement to the satisfaction of Port Orange, the Escrow Agent shall act as set forth in Section 2.2. Upon Port Orange’s written confirmation to Escrow Agent (pursuant to Section 3.2 of this Agreement) of Seller’s breach as defined in Section 3.2, the Escrow Agent shall act as set forth in Section 2.3.

Section 2.2 Completion and Expiration. In the event that Port Orange confirms the Seller’s performance of the obligations set forth in the Post-Closing Occupancy Agreement to the satisfaction of Port Orange, then the Escrow Agent shall deliver via wire transfer to Seller the Escrow Deposits. Upon Escrow Agent’s completion of the requirements of Section 2.2 this Escrow Agreement shall expire.

Section 2.3 Breach and Expiration. In the event that Port Orange confirms Seller’s breach as set forth in Section 3.2 of this Agreement, then Escrow Agent shall transfer the Escrow Deposit to City of Port Orange; Escrow Agent shall obtain a receipt for all deliveries. Upon Escrow Agent’s completion of the requirements of Section 2.3 this Escrow Agreement shall expire.

Section 2.4 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between the parties with respect to the holding or disposition of any portion of the Escrow Deposits or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent’s reasonable satisfaction the proper disposition of the Escrow Deposits or the Escrow Agent’s proper actions with respect to the obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instruction with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Deposits held by Escrow Agent, and deliver the Escrow Deposits for holding and disposition in accordance with the instructions of such court. In the event of an interpleader action, the Escrow Agent shall have the right to deduct from the Escrowed Deposits the filing fees and court costs associated with the filing of the interpleader lawsuit. In the event of a petition, Port Orange shall have full right, title and possession and may fully utilize the real property.

**ARTICLE 3
DEFAULT BY SELLER**

Section 3.1 Completion of the obligations of the Post Closing Agreement. If on or before the Termination Date set forth in the Post Closing Agreement, Seller has vacated the Property in accordance with the terms and conditions of the Post Closing Agreement, the City shall provide the Escrow Agent (copying Seller) with written notice of the same.

Section 3.2 Default by Seller. The City shall notify the Escrow Agent in writing (with copy to Seller) in the event the Seller is in breach of the Post-Closing Agreement. The term "breach" shall be defined as the Seller or its successors and assigns failure to fulfill the obligations set forth in the Post Closing Agreement. Seller shall only be deemed to be in breach if they fail to fulfill the obligations set forth in the Post Closing Agreement. In the event of a breach by Sellers, the City shall have all the rights and remedies as set forth in the Post Closing Agreement, this Escrow Agreement and as otherwise prescribed by law.

**ARTICLE 4
RIGHTS/RESPONSIBILITIES OF ESCROW AGENT
AND RELEASE OF ESCROW AGENT**

Section 4.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement and it shall not be subject to, nor obligated to recognize any other agreement between, or direction or instruction of, any or all of the parties to this Agreement except as expressly provided herein.

Section 4.2 Release of Escrow Agent and Termination of this Agreement. Upon receipt by Escrow Agent of the notice from the City pursuant to Sections 3.1 or 3.2, hereinabove, Seller and City shall (within 3 business days thereafter) execute and deliver to Escrow Agent a release of the Escrow Agent from its obligations under this Agreement. Upon the Escrow Agent's receipt of said releases, this Agreement shall expire and be of no further force and effect.

**ARTICLE 5
MISCELLANEOUS**

Section 5.1 Notices. All notices, requests, consents, or other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax or email, (c) within one day after being sent by recognized overnight delivery service, or (d) within ten business days after being mailed by certified U.S. mail, postage prepaid, and in each case addressed as provided for in this Agreement. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed. Upon the execution of this Escrow Agreement the Parties' addresses are set forth as follows:

Joan H. Costello
842 Bears Trail
Port Orange, FL 32129
EMAIL: _____

City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, Florida 32129
WClark@port-orange.org

Escrow Agent
Columbia Title Research Corporation
200 Forest Lake Blvd.
Suite 2
Daytona Beach, FL 32119
candy@columbiatitleresearch.com

Section 5.2 Amendment. This Agreement may be amended or modified only be an instrument in writing duly executed by the parties to this Agreement.

Section 5.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 5.4 Counterparts, Faxes and Emails. This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the parties as of the respective dates shown below.

WITNESSES:

SELLER:

First Witness Signature Above, Printed Name Below:

By: _____
Joan H. Costello

Second Witness Signature Above, Printed Name Below:

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Escrow Agreement* was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by **Joan H. Costello**, 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 _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESS:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Scott Stiltner, Mayor

Printed Name

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

Signature

Date: _____

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Escrow Agreement* was acknowledged 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 Florida municipal corporation, on behalf of the City, respectively. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Printed Name

Signature

Printed Name

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 Candace Sargent, President of Columbia Title Research Corporation. He is personally known to me or has produced _____ as identification.

**ESCROW AGENT
Columbia Title Research Corporation**

By: _____
Candace Sargent, President

Date: _____

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (B10) Authorization for County of Volusia, Mosquito Control Division to perform low-level flights to provide aerial mosquito control services

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to authorize the performance of low-level flights to provide aerial mosquito control services by Volusia County Mosquito Control and authorize the City Manager to execute the Letter of Authorization.

SUMMARY: Every two years, the Volusia County Mosquito Control Division requests authorization from the City to perform low-level flights over the city in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes, in compliance with Federal Aviation Administration (FAA) regulations.

Volusia County Mosquito Control received and responded to over 500 requests for service within and adjacent to the City in Fiscal Year 2025. The ability to apply mosquito control products by air is critical in their mission to protect the health of the public within the County.

The request is for authorization during the calendar year of 2026 through June 30, 2028.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Letter from County	Letter from County.pdf
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Robin Fenwick

Created/Initiated - 02/26/2026

Robin Fenwick

Approved - 02/26/2026

Wayne Clark

Final Approval - 03/05/2026



**PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION**

**Marcus McDonough
MOSQUITO CONTROL DIRECTOR**

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
mmcdonough@volusia.org

February 17, 2026

City Manager Wayne Clark
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
386-506-5500

Dear City Manager Clark,

Attached in this correspondence is a *Letter of Authority* which I am requesting to be filled out and returned to the listed address above. As in the past, per Federal Aviation Administration (FAA) regulations, this authorizes us to perform low level flights, inspection, and application of insecticides in your city to provide aerial mosquito control services.

Please return the completed and signed Letter of Authority by **April 15, 2026**. Please notify me if you need additional time to complete this form. Your prompt attention to this request is greatly appreciated. If you have questions, please feel free to contact me or the Mosquito Control Helicopter Pilot, Andrew Rilea at (386) 424-2920.

Respectfully,

A handwritten signature in blue ink, appearing to read "Marcus McDonough", is written over a light blue horizontal line.

Marcus McDonough
Volusia County Mosquito Control Director

CC: Andrew Rilea, VCMC Pilot



**PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION**

Letter of Authority

We hereby give authorization, during the calendar year 2026 through June 30, 2028, to the East Volusia County Mosquito Control Taxing District (County of Volusia, Mosquito Control Division) to perform low-level flights over our city/jurisdiction in connection with their aerial inspection and application of insecticides for the control of adult and larval mosquitoes, in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control.

SIGNED: _____

DATE: _____

NAME: _____

TITLE: _____

CITY/TOWN/COUNTY: _____

STATE: _____

ZIP CODE: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (B11) Approval of the First Amendment to the BIK Economic Incentive Agreement Pursuant to the Eastport CRA Redevelopment Plan & Land Development Code (LDC) Chapter 20 - Targeted Businesses

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the First Amendment to the Economic Incentive Agreement with BIK Boom Trucks, LLC doing business as BIK Boom Trucks SE, and authorize the Mayor and City Clerk to sign said agreement, subject to approval of the said agreement by the Eastport CRA.

SUMMARY: BIK Boom Trucks LLC (BIK) has requested an amendment to its previously approved Economic Incentive Agreement (EIA) with the Eastport Business Center Community Redevelopment Area (CRA) and the City of Port Orange for additional reimbursement of up to \$14,685.00 for gopher tortoise mitigation costs.

In October 2025, BIK purchased the adjacent vacant lot north of their existing facility, with plans to initially develop it as a storage yard for finished trucks awaiting shipment to clients. According to BIK, the storage yard will allow these trucks to be parked outside the manufacturing facility, thereby providing additional space inside for truck assembly. This will enable BIK to more efficiently fulfill requests and continue expanding its business within the Southeast, which may eventually require additional manufacturing space at the Port Orange site.



Location map of the current BIK property at 4460 Eastport Parkway and the recently purchased property at 4440 Eastport Parkway

Prior to developing the recently purchased property as a storage yard, a Gopher Tortoise Study prepared by GAIA Environmental Group (January 2025) identified 11 potentially active burrows on the ±1.3-acre site. The estimated cost to permit and relocate the gopher tortoises to the City of Port Orange's off-site mitigation area is approximately \$14,685.00. Under the proposed amendment to the EIA, the applicant would complete the permitting and relocation process, and the CRA would reimburse the actual cost, not to exceed \$14,685.00. The funds used to reimburse the permitting, removal, and relocation costs would come from the CRA's fund balance, which at the end of FY 2025 was over \$1,300,000 and may be allocated to any project identified in the current Eastport CRA Plan, including development incentives.

BIK has submitted a site plan to develop the storage yard and integrate the property with the current site. Site construction cannot begin until all gopher tortoises have been relocated in accordance with an approved Conservation Permit from the Florida Fish and Wildlife Conservation Commission (FWC).

Development sites of this size in Port Orange typically do not have such a high concentration of gopher tortoises. However, this site and properties to the west contain a significantly greater number than other recently developed sites in the area. Prior to the commencement of any site development in Port Orange, a survey is required to determine the presence of gopher tortoises.

The Eastport CRA Redevelopment Plan allows incentives for businesses locating or expanding within the CRA, as outlined in Chapter 20 of the City's Land Development Code (LDC). The Targeted Business Program is designed to promote new development and redevelopment, reward the creation and retention of value-added jobs, attract targeted businesses, revitalize redevelopment areas, expand the nonresidential tax base, and diversify employment opportunities. Incentives may be extended to retain, enhance, or relocate targeted businesses within the city.

In November 2025, BIK received approval of an Economic Incentive Agreement (EIA) for reimbursement of development fees that have already been paid (\$103,041.93), along with future reimbursement or waiver of building permit fees for site lighting, signage, and fencing, in addition to any required Eagle monitoring fees, with the combined total of these future reimbursements/waivers not to exceed \$19,000. As part of the proposed amendment, BIK requests that the already-approved \$19,000 for future reimbursement or waiver apply to site development and site inspection fees, in addition to building permit fees for site lighting, signage, and fencing, and any required Eagle monitoring fees.

If the amendment to the BIK EIA is approved, the total reimbursement requested for this project will be \$136,726.93. According to the applicant's letters of request, BIK is making a \$6,000,000 investment in the City. The request letter states that BIK, headquartered in Toronto, Ontario, has selected the Port Orange site to expand its assembly, customization, and service operations of specialized boom trucks for Florida and the Southeast region (BIK Boom Trucks on YouTube). The project is part of BIK's expansion plan. The ±18,723-square-foot building (1st Floor – 15,620 sq. ft.; 2nd Floor

– 3,103 sq. ft.) will serve as BIK’s U.S. headquarters and is anticipated to be completed in late 2026.

Over the past five years, the City has approved three Economic Incentive Agreements (EIAs) for projects in Eastport: Be Strong, Pioneer Arms, and Sea Tow. These projects proposed buildings ranging in size from 10,000 to 20,000 square feet, with approved reimbursement or waiver amounts between \$28,000 and \$45,000. At the time those requests were submitted, the reimbursement or waiver amounts were based on estimated, not actual, costs for site work, building construction, and mitigation. Two of the three previously approved EIAs (Be Strong and Pioneer Arms) have since expired, as those projects did not move forward. When those EIAs were approved in 2022–2023, the reimbursement or waiver amounts (\$42,000–\$45,000) did not include gopher tortoise mitigation costs, as those were not known at the time of the requests. In addition, site and building inspection fees were lower because overall construction and infrastructure costs were approximately 30% to 40% lower than current levels. These factors contribute to the higher reimbursement or waiver amount requested by BIK compared to the prior Be Strong and Pioneer Arms EIAs. The BIK request is based on current construction and mitigation costs.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	First Amendment to Economic Incentive Agreement BIK	First Amendment to Economic Incentive Agreement BIK.pdf
2.	Request for Amendment to Economic Incentive Agreement final	Request for Amendment to Economic Incentive Agreement final.pdf
3.	BIK EIA - December 2025	BIK EIA - December 2025.pdf

Amanda Bonin	Created/Initiated - 03/02/2026
Tim Burman	Approved - 03/03/2026
Sue Wang	Approved - 03/05/2026
Shannon Balmer	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/06/2026

**FIRST AMENDMENT TO THE
ECONOMIC DEVELOPMENT AGREEMENT**

This First Amendment to the Economic Development Agreement (the “First Amendment”) is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the “City” or “Grantor”), whose address is 1000 City Center Circle, Port Orange, Florida 32129; **COMMUNITY REDEVELOPMENT AGENCY FOR EASTPORT BUSINESS CENTER**, (“CRA”), whose address is c/o City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129 (collectively “Port Orange”); and **BIK BOOM TRUCKS, LLC**, a Massachusetts limited liability company doing business as BIK BOOM TRUCKS SE and authorized to do business in the State of Florida (the “Grantee”), whose principal address is 313 N. Tomoka Farms Rd, Daytona Beach, Florida; and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, the Parties previously entered into that certain Economic Development Incentive Agreement dated December 3, 2025 (the “Incentive Agreement”) for the development of the property more particularly described therein as the “Improved Site”; and

WHEREAS, Grantee has incorporated the adjacent vacant lot, north of their existing facility (ORB 8770 Pg 4503, PRVCF), with plans to initially develop it as a storage yard for finished trucks awaiting shipment to clients (“Additional Property”); and

WHEREAS, Grantee has requested an amendment to its previously approved Incentive Agreement with the Eastport Business Center Community Redevelopment Area (CRA) and the City of Port Orange to incorporate the Additional Property as part of the Improved Site, as defined in the Incentive Agreement; and

WHEREAS, Grantee has requested an amendment to its previously approved Incentive Agreement with the Eastport Business Center Community Redevelopment Area (CRA) and the City of Port Orange for additional reimbursement of up to \$14,685.00 for gopher tortoise mitigation costs on the portion of the Improved Site that is the Additional Property, as defined hereinabove; and

WHEREAS, Grantee has requested an amendment to its previously approved Incentive Agreement with the Eastport Business Center Community Redevelopment Area

(CRA) and the City of Port Orange to include in the waiver of future fees as set forth in the Incentive Agreement, the development application fee(s) and site inspection fee; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the CRA has recently examined the current financial factors relating to the CRA's budget and financial health; and

WHEREAS, the CRA has funding available to reimburse the additional Gopher Tortoise Relocation Fees, already incurred by the Grantee, in an amount not to exceed \$14,685.00; and

WHEREAS, the Parties desire to amend the Incentive Agreement as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Improved Site: The Improved Site, as defined in the Incentive Agreement, is hereby amended to include the property, as described in Official Records Book 8770 Page 4503, Public Records, Volusia County, Florida.
3. **Subject to the terms and conditions contained in the Incentive Agreement**, the City hereby awards Grantee additional reimbursement of Gopher Tortoise Relocation Fees in an amount not to exceed **Fourteen Thousand Six Hundred Eighty-Five and NO/100 Dollars (\$14,685.00)** ("Additional Grant"). Said relocation fees grant shall not exceed a total amount of **Thirty-Four Thousand Six Hundred Seventy-Nine and NO/100 Dollars (\$34,679.00)**, said total being comprised of the amount awarded in the Incentive Agreement and the amount awarded herein. **This Additional Grant is limited to reimbursement of actual hard costs incurred and demonstrated.**
4. **Subject to the terms and conditions contained in the Incentive Agreement**, the City hereby agrees to include in the waiver of future fees, as set forth in the Incentive Agreement, the development application fee and site inspection fee. The waiver of all future fees, including those stated in the Incentive Agreement and those

incorporated herein, shall not exceed **Nineteen Thousand and NO/100 Dollars (\$19,000.00)**.

5. All the provisions of the Incentive Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Incentive Agreement shall survive the execution of this First Amendment.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City, CRA, and Grantee have executed this First Amendment on the day and year written below.

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or online notarization on this ____ day of _____, 2026, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk, both for the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

**Community Redevelopment Agency
For Eastport Business Center:**

By: _____
_____, Chairman

Attest: _____
Robin L. Fenwick, Agency Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2026, by _____, Chairman and Robin L. Fenwick, Agency Clerk, both for the Community Redevelopment Agency for Eastport Business Center, who are personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Printed name, commission and expiration:

BIK BOOM TRUCKS, LLC, A MASSACHUSETTS
LIMITED LIABILITY COMPANY D/B/A BIK BOOM
TRUCKS SE

By: _____
Elemer Ivan, Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization on this _____ day of _____, 2026, by Elemer Ivan, Owner, of **BIK Boom Trucks, LLC**. a Massachusetts limited liability company, D/B/A BIK BOOM TRUCKS SE and who:

[Notary: Please select one]

- is personally known to me; or
 has produced _____ as identification.

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



BIK Hydraulics Ltd.

tel: 888-557-2244
email: sales@bikboomtrucks.com
Web: www.bikboomtrucks.com

41 Claireville Drive
Toronto, ON
M9W-5Z7



Request for Amendment to Economic Incentive Agreement – Phase II Expansion

Dated March 3rd 2026

Dear Mr. Burman,

On behalf of **BIK Boom Trucks**, I would like to express our sincere appreciation for the support provided by the **City of Port Orange** and the **Eastport Community Redevelopment Agency** through the recently approved **Economic Incentive Agreement (EIA)** dated November 13, 2025. This assistance has been instrumental in allowing BIK to expand its operations in Port Orange, including the acquisition of the former **Bestrong property** in October 2026.

As we prepare to develop the additional **1.34 acres** during the spring of 2026, we respectfully submit our intent to request an **amendment to the existing EIA**. This amendment would allow for **additional reimbursements related to required environmental mitigation expenses**, specifically for **gopher tortoise mitigation** and **bald eagle monitoring**, associated with the Phase II expansion.

BIK remains firmly committed to establishing a strong, long-term presence in **Port Orange and Volusia County**, and we look forward to formally announcing further expansion plans in the near future. Our **new headquarters facility**, currently under construction, will house the **manufacturing operations** for BIK Boom Trucks, while the recently acquired Bestrong property will be developed into a dedicated **service facility** with a dedicated Building to be built **after Phase II works** are achieved.

With this in mind, we are respectfully requesting approval of the **Phase II expansion** involving the former Bestrong property located at **4440 Eastport Parkway**, which has now been combined with the existing **4460 Eastport Parkway** property under a single parcel.

The **estimated reimbursement amounts** requested under this amendment are as follows:

- **Gopher Tortoise Mitigation:**
Mitigation of **15 active burrows**, with an estimated **7 tortoises** to be relocated to **City of Port Orange sanctuary properties**, in the estimated amount of **\$14,685.00**.
- Since the current EIA approved in November 2025 sets aside \$14,350 for **Eagle Monitoring fees**, but it appears that **only \$10,500 is needed**, BIK requests the remaining balance (**\$3,850**) **be authorized** to reimburse fees associated with development permits on the expanded site (e.g., site plan modification fee, site construction fees, and associated building permits)

These estimates are supported by the attached summaries provided by our environmental mitigation subcontractors.

We sincerely appreciate the continued support of the **City of Port Orange**, the **CRA Board members**, and staff, and we respectfully request consideration and approval of this amendment. BIK looks forward to continuing our cooperative relationship and to further contributing as a significant source of **employment, investment, and long-term economic growth** within the City of Port Orange.

Thank you for your time and consideration. Please do not hesitate to contact me should you require any additional information.

Sincerely,

Erne Cajkas
Owner's Representative
BIK Hydraulics

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this 3 day of December, 2025, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129; **COMMUNITY REDEVELOPMENT AGENCY FOR EASTPORT BUSINESS CENTER**, ("CRA"), whose address is c/o City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129 (collectively "Port Orange"); and **BIK BOOM TRUCKS, LLC**, a Massachusetts limited liability company doing business as BIK BOOM TRUCKS SE and authorized to do business in the State of Florida (the "Grantee"), whose principal address is 313 N. Tomoka Farms Rd, Daytona Beach, Florida, and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied to the City of Port Orange for a grant; and

WHEREAS, Grantee is in the process of permitting for the construction of a new 15,620 sq. ft. facility at 4460 Eastport Parkway, Port Orange, Florida, to serve as the United States Headquarters of BIK Boom Trucks ("Improved Site"); and

WHEREAS, Grantee's Improved Site is located within the Eastport Business Center Community Redevelopment Area; and

WHEREAS, the Eastport Community Redevelopment Agency Redevelopment Plan allows incentives for businesses locating or expanding within the CRA, as outlined in Chapter 20 of the City's Land Development Code ("LDC"); and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvement, anticipated tax revenue, multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, when fully operational, Grantee intends to initially employ approximately 20 individuals who will be highly skilled technicians with hourly wages in the mid-\$30s per hour range with a potential annual increase in local earnings of economic impact; and

WHEREAS, the capital investment for this new facility at the Improved Site is estimated at Six Million and NO/100 Dollars (\$6,00,000.00) through construction of the new facilities, increasing the taxable valuation as a result of said property improvements; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the CRA has recently examined the current financial factors relating to the CRA's budget and financial health; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, the CRA has funding available to reimburse the Fees, defined hereinbelow, already incurred by the Grantee, and future permit fees as construction on the Improved Site progresses in an amount not to exceed \$122,041.93; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: Subject to the terms and conditions contained herein, the City hereby awards Grantee a Targeted Business Program grant in the form of reimbursement of the Site Plan Fee (\$4,500.00), Site Inspection Fee (\$26,011.28), Building Permit Fee (\$43,836.80), Building Permit Dumpster Fee (\$199.85), Gopher Tortoise Relocation Fee (\$19,994.00), and Bald Eagle Monitoring and Permit Fees (\$8,500.00) (collectively "Fees") in the amount of **One Hundred Three Thousand Forty-One and**

93/100 Dollars (\$103,041.93) previously incurred by the Grantee, and waiver of future building permit fees for site lighting, signage, and fencing, and Eagle monitoring fees, not to exceed **Nineteen Thousand and NO/100 Dollars (\$19,000.00)**, subject to the terms of this Agreement, upon issuance of the certificate of occupancy in accordance with the plans and/or permits approved for construction. **The Grantee agrees to provide the City with receipts of the actual costs incurred, and the CRA agrees to reimburse the actual costs**, not to exceed \$122,041.93. Said grant shall not exceed a total amount of **One Hundred Twenty-Two Thousand Forty-One and 93/100 Dollars (\$122,041.93)**. **This grant is limited to reimbursement of actual hard costs incurred and demonstrated.**

3. Conditions: Dispersal of the grant shall be made for the Fees, described hereinabove, in the amount of **One Hundred Three Thousand Forty-One and 93/100 Dollars (\$103,041.93)** previously incurred by the Grantee. The Grantee agrees to provide the City with receipts of the actual costs incurred. Upon Grantee's submittal of future building permit applications for site lighting, signage, and fencing, and Eagle monitoring fees for the Improved Site, the City agrees to waive said fees for the City of Port Orange, and, if applicable, reimburse additional Eagle monitoring fees, up to an amount not to exceed **Nineteen Thousand and NO/100 Dollars (\$19,000.00)**. The Grantee agrees to provide the City with receipts of the actual costs incurred. This grant shall not be considered a waiver of impact fees, nor shall it be applied to impact fees due and owing by the Grantee.

4. Expiration: The city shall not distribute and is not required to distribute the grant if within 18 months of the date of execution of this Agreement the Grantee has not provided proof of payment for the current Site Plan Fee (\$4,500.00), Site Inspection Fee (\$26,011.28), Building Permit Fee (\$43,836.80), Building Permit Dumpster Fee (\$199.85), Gopher Tortoise Relocation Fee (\$19,994.00), and Bald Eagle Monitoring and Permit Fees (\$8,500.00), and for the future improvements, apply for and have issued the building permits for site lighting, signage, and fencing, and provide proof of payment for additional Eagle monitoring fees. The City shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires. The City shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: Port Orange reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

6. 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 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 and 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.
- (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.

If Contractor does not comply with a public records request, the City shall enforce this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

City: City of Port Orange and for the CRA
Attention: City Manager
1000 City Center Circle

Port Orange, Florida 32129
(386) 506-5501

Grantee: BIK BOOM TRUCKS, LLC
Attention: Elemer Ivan, Owner
313 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
386-675-4944

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.

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.
11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City, CRA, and Grantee have executed this Agreement on the day and year first above written.



CITY OF PORT ORANGE

By: [Signature]
Scott Stiltner, Mayor

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or online notarization on this 18 day of November, 2025, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk, both for the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

**Community Redevelopment Agency
For Eastport Business Center:**

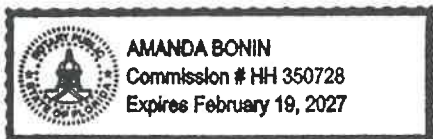
By: 
Shawn Goepfert, Chairman

Attest: 
Robin L. Fenwick, Agency Clerk




STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this 3 day of December, 2025, by Shawn Goepfert, Chairman and Robin L. Fenwick, Agency Clerk, both for the Community Redevelopment Agency for Eastport Business Center, who are personally known to me or who produced _____ as identification.




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

BIK BOOM TRUCKS, LLC, A MASSACHUSETTS
LIMITED LIABILITY COMPANY D/B/A BIK BOOM
TRUCKS SE

By: 
Elemer Ivan, Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization on this 13 day of November, 2025, by Elemer Ivan, Owner, of **BIK Boom Trucks, LLC**, a Massachusetts limited liability company, D/B/A BIK BOOM TRUCKS SE and who:

[Notary: Please select one]

is personally known to me; or
 has produced _____ as identification.


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



STEPHANIE LYNN MOREHOUSE
Notary Public
State of Florida
Comm# HH574523
Expires 7/23/2028



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (I18) First Reading - Ordinance No. 2026-2 - Large-Scale Comprehensive Plan Future Land Amendment/Case No. CPAM-26-0001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-2, amending the City's Future Land Use Map and transmittal of the amendment to the State Land Planning Agency, the Volusia Growth Management Commission, and all other required review agencies.

SUMMARY: Planning Commission Recommendation (2-26-26): Recommended Approval 3-2

The Comprehensive Plan amendment proposed by the applicant, Paylin Acres, LLC, on behalf of the property owners, would change the Future Land Use (FLU) designation for a ±56.53-acre property located on the west side of Airport Road, north of Charles Street. Most of the property consists of cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner. Based on aerial imagery available to staff, the subject property has been cleared pastureland since at least 1978. According to the environmental report by Young Bear Environmental (YBE) Consulting, there are no wetlands.

If the Comprehensive Plan amendment is approved, the applicant is proposing to rezone the ±56.53-acre property to the City of Port Orange R-20SF – Single-Family Residential Zoning District (Case No. REZONING-26-0001) and submit a development application for a 50-lot single-family residential subdivision.

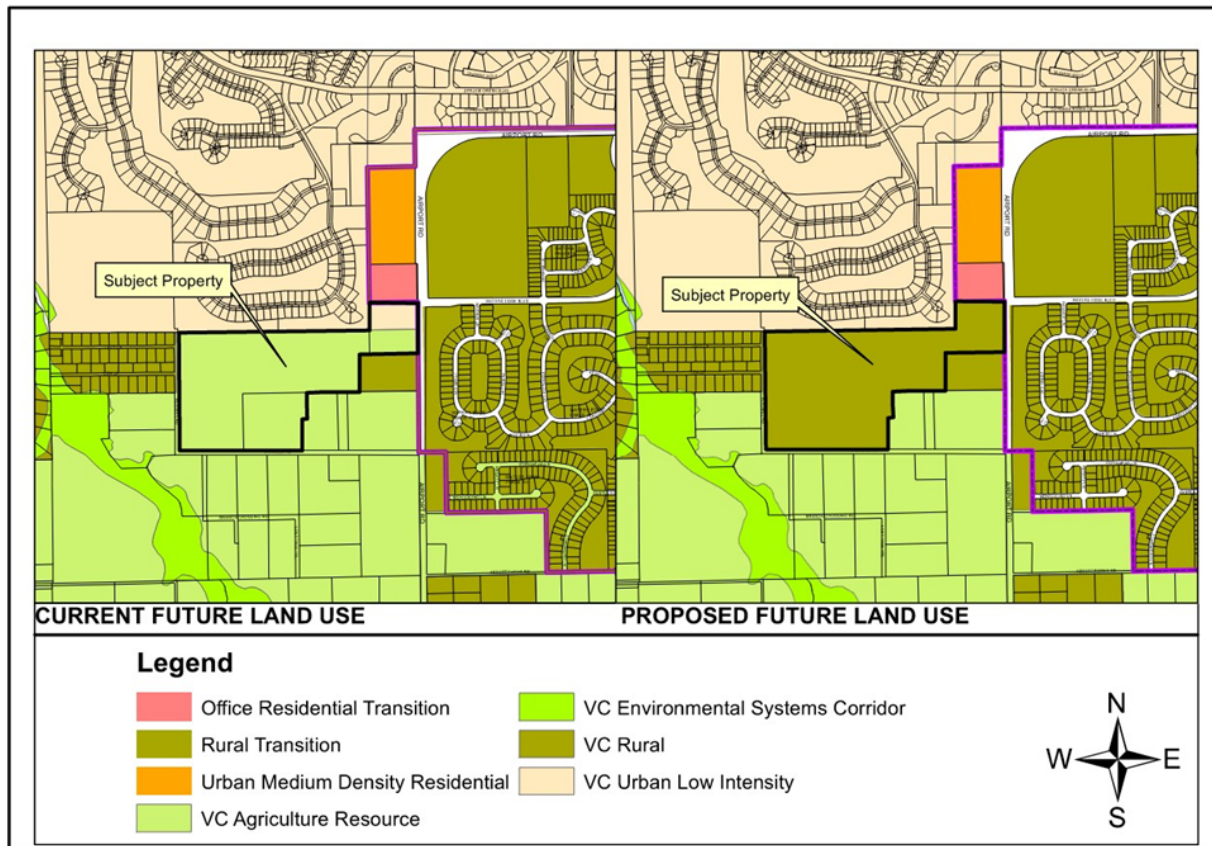
The ±56.53-acre subject property was annexed into the City of Port Orange in June 2025. As discussed during the annexation public hearings, the next steps under Florida Statutes require assigning a City Future Land Use (FLU) designation and a City zoning classification. In October 2025, the City Council denied applications for a Future Land Use (FLU) amendment and Planned Unit Development (PUD) rezoning that would have allowed for the development of a proposed 113-unit single-family residential on the property.



Location Map of the ±56.53- acre property located on the west side of Airport Road, north of Charles Street

According to the Land Development Code (LDC), when a rezoning application is denied by the City Council, a subsequent application for a similar rezoning affecting the same parcel may not be submitted for a period of 12 months from the date of denial. The prior application for this property involved a Planned Unit Development (PUD) rezoning, which was denied. The applicant is now requesting the establishment of the City of Port Orange Rural Transition (0–2 dwelling units per acre) Future Land Use (FLU) designation and a conventional R-20 Single-Family zoning district to support a proposed 50-lot residential subdivision. Because the current request involves a different zoning classification than the previously denied PUD, it is not considered a similar rezoning under the LDC. Therefore, the application may be submitted within 12 months of the prior denial

- The applicant's proposed Comprehensive Plan amendment consists of two requests:
1. Amend the Future Land Use (FLU) Map to change the FLU designation for ±52.96 acres from Volusia County *Agriculture Resource* (1 unit/10 acres) to City of Port Orange *Rural Transition* (0-2 units/acre).
 2. Amend the Future Land Use (FLU) Map to change the FLU designation for ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre).



Current and Proposed Future Land Use Map for the ±56.53-acre property located on the west side of Airport Road, north of Charles Street

The subject property meets the locational criteria in the City’s Comprehensive Plan for the *Rural Transition* FLU designation as the subject property is situated adjacent to Spruce Creek, bordered by agricultural land to the south and developed residential neighborhoods to the north, northeast, and west. Urban services (water, sewer, and reclaimed water) are available in the Airport Road right-of-way to serve the site. The applicant proposes to submit development plans for a 50-lot single-family subdivision (approximately 1 unit per acre), contingent upon approval of the Future Land Use Amendment and Rezoning. The proposed subdivision is below the maximum allowable density of 2 units per acre under the Rural Transition FLU designation.

The applicant’s proposed Comprehensive Plan amendment is generally consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan and meets the locational criteria for the requested future land use designation. Based on the analysis of the proposed amendment's impact on public facilities and services, adequate capacity exists for potable water, sewer, schools, recreation, and solid waste to accommodate the proposed amendment. As for traffic, any future specific subdivision development proposals will be subject to concurrency regulations requiring adequate roadway improvements to be built or payment being made toward improvements to mitigate any roadway capacity impacts created by the proposed development. As for stormwater retention, at the time the property is developed, improvements in accordance with the requirements of the City’s Land Development Code, St. Johns Water Management District, Florida Department of Environmental Protection, and Volusia County will be required, so there is no net loss of stormwater retention function

on the subject property due to development.

Although a complete Traffic Impact Analysis (TIA) is not required at this time, a Traffic Memorandum, according to the City's and Volusia/Flagler Transportation Planning Organization (VFTPO) adopted guidelines for a Comprehensive Plan Amendment, has been prepared by the applicant's traffic engineering firm, LTG Engineering & Planning, and has been reviewed by staff. Based on the theoretical maximum density allowed by the City's *Rural Transition* FLU designation, it is estimated that 111 PM peak hour trips and 1,129 daily trips could be generated. In the Traffic Memorandum prepared, only one roadway segment (Pioneer Trail from Airport Road to Turnbull Bay Road) was identified that may be above the adopted level-of-service standard, and as required by the Land Development Code and Florida Statutes, the future subdivision plat and plan for the subject property will be subject to all traffic concurrency regulations requiring adequate public facilities to be provided or to mitigate any impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

Public Notice signs were posted on the subject property on Wednesday, February 4, 2026.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-2 w exhibit	Ordinance No. 2026-2 w exhibit.pdf
2.	STAFF REPORT - Case No. CPAM-26-0001	STAFF REPORT - Case No. CPAM-26-0001.pdf
3.	Business Impact Estimate - CPAM-26-0001 - ORD 2026-2 (1)	Business Impact Estimate - CPAM-26-0001 - ORD 2026-2 (1).pdf

Penelope Cruz	Created/Initiated - 02/27/2026
Tim Burman	Approved - 02/27/2026
Shannon Balmer	Approved - 03/05/2026
Wayne Clark	Final Approval - 03/05/2026

ORDINANCE NO. 2026-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR APPROXIMATELY ±56.53 ACRES, CONSISTING OF ±52.96 ACRES FROM VOLUSIA COUNTY AGRICULTURE RESOURCE (1 UNIT/10 ACRES) AND ±3.57 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0-4 UNITS/ACRE), TO CITY OF PORT ORANGE RURAL TRANSITION (0-2UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at least two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, entitled “Port Orange Comprehensive Plan 2022-2045”, consisting of eleven (11) elements, including Future Land Use; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; Capital Improvements; Property Rights; and Appendix 1 – Map Series, all as adopted by Ordinance No. 2024-04, and amended by Ordinance Nos. 2024-12, 2024-25, 2025-09, 2025-29, 2025-30, and this ordinance.

Section 2. The Future Land Use Map, Map 1.4, within Appendix 1- Map Series,

of the Comprehensive Plan is hereby amended for ±52.96 acres of Volusia County Agriculture Resource (1 dwelling unit per 10 acres) to City of Port Orange Rural Transition (0-2 dwelling units per acre) and for ±3.57 acres of Volusia County Urban Low Intensity (0-4 dwelling units per acre) to City of Port Orange Rural Transition (0-2 dwelling units per acre), all as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. 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 this 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 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amend may be issued or commence before it has become effective. If a final order of

noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective date hereon in the place provided below.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

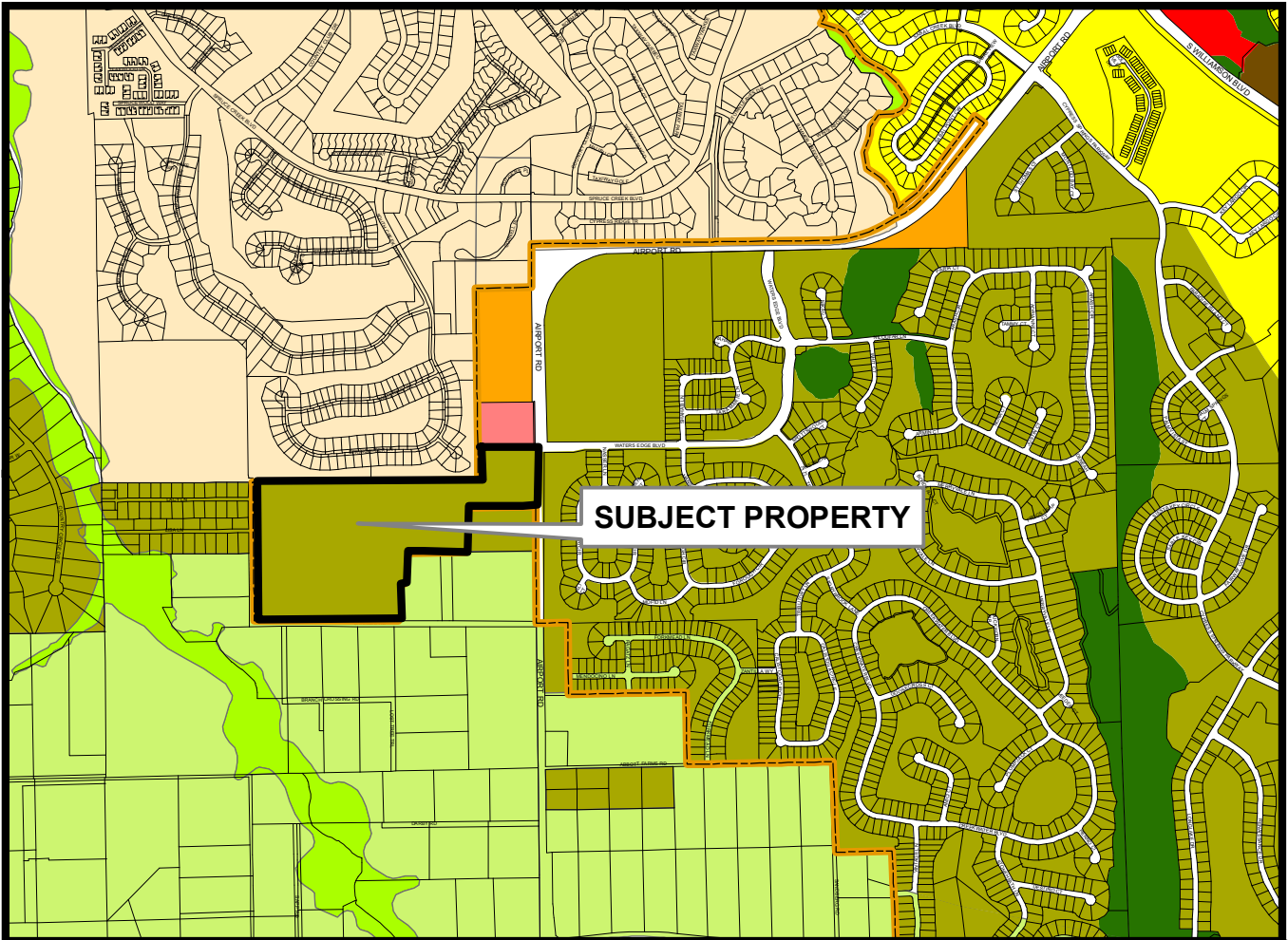
Passed on first reading on the day of

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












The effective date of the plan amendment is _____.

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

EXHIBIT "A"

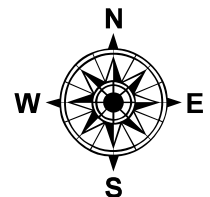


Legend

 Commercial	 Suburban Residential	 VC Environmental Systems Corridor
 Conservation	 Urban High Density Residential	 VC Rural
 Office Residential Transition	 Urban Medium Density Residential	 VC Urban Low Intensity
 Rural Transition	 VC Agriculture Resource	

Future Land Use Map **CITY OF PORT ORANGE**

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Large-Scale Comprehensive Plan Amendment/
CASE NO. CPAM-26-0001

REQUEST:	Amend the Comprehensive Plan Future Land Use Map to change the FLU designation of ±52.96 acres of Volusia County <i>Agriculture Resource</i> (1 unit/10 acres) and ±3.57 acres of Volusia County <i>Urban Low Intensity</i> (0-4 units/acre) to City of Port Orange <i>Rural Transition</i> (0-2 units/acre).
APPLICANT:	Paylin Acres, LLC
PROPERTY OWNERS:	Andrea Baumann and Beth Anne Burnett; Joyce E Tumblin Trust; Stetson University Inc.
LOCATION:	West side of Airport Road, north of Charles Street
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 3-2 (February 26, 2026)
CITY COUNCIL:	March 17, 2026

INTRODUCTION

The applicant, Paylin Acres, LLC, on behalf of the property owners, is requesting a Comprehensive Plan amendment to the City's Future Land Use Map for a total of ±56.53 acres, located on the west side of Airport Road, north of Charles Street (see Figure 1 on Page 2). The request is to change the Future Land Use (FLU) designation of ±52.96 acres of Volusia County *Agriculture Resource* (1 dwelling unit per 10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 dwelling units per acre) to City of Port Orange *Rural Transition* (0-2 dwelling units per acre).

If the Comprehensive Plan amendment is approved, the applicant intends to request that the ±56.53-acre property be rezoned to the City of Port Orange R-20SF – Single-Family Residential District (Case No. REZONING-26-0001). If the R-20SF rezoning is approved, the applicant intends to submit a development application for a 50-lot single-family residential subdivision.

The subject property was annexed into the City of Port Orange at the City Council meeting held on June 17, 2025. During the public hearings for the annexation, the applicant acknowledged that, upon approval of the annexation, the property would require the assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. In October 2025, the City Council did not approve

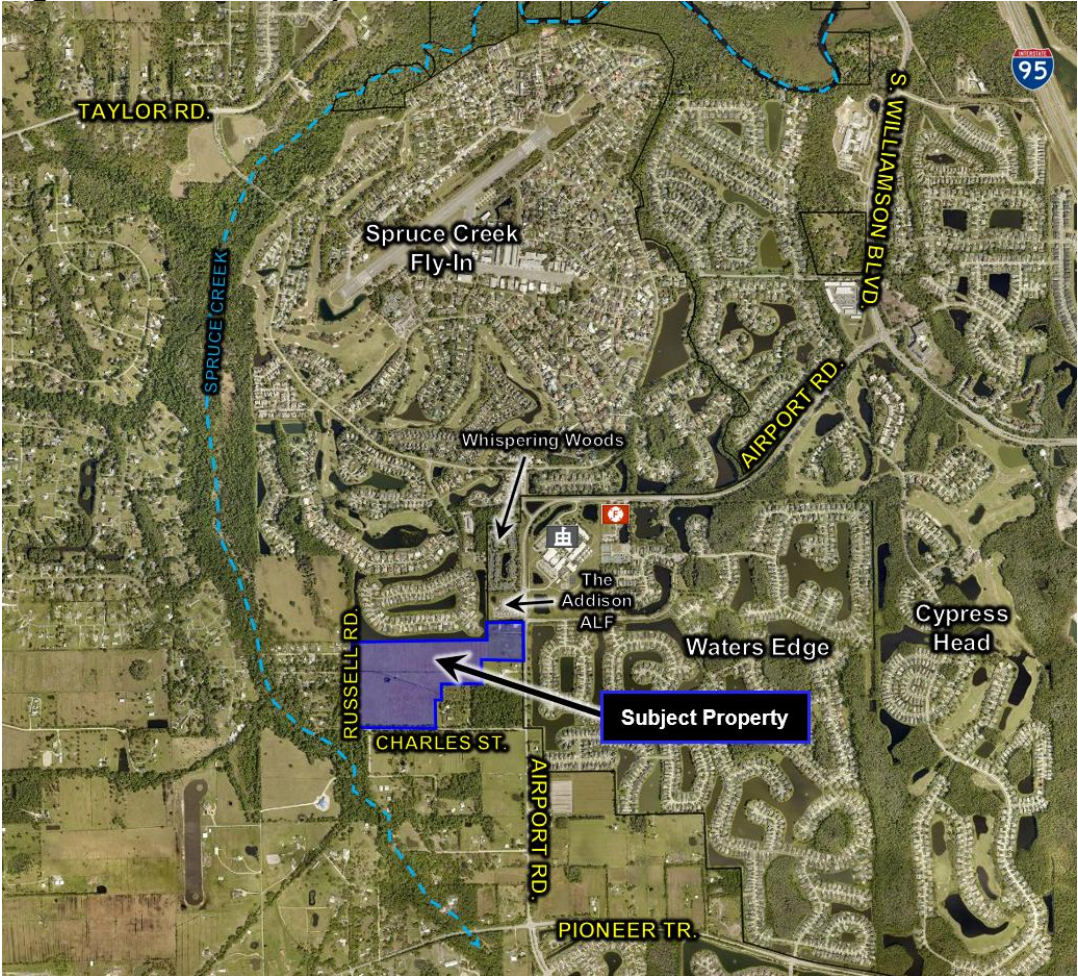
applications for a Future Land Use (FLU) Amendment and Planned Unit Development (PUD) Rezoning for a proposed 113-unit single-family home development.

The applicant is now requesting the establishment of a City FLU designation and conventional zoning district to support the development of a 50-lot residential subdivision. Although a prior PUD rezoning request for this property was denied, the current request is for a different zoning classification; therefore, a new rezoning application for a different zoning district may be submitted within 12 months of the previous denial. The applicant is requesting to establish the City of Port Orange *Rural Transition* (0-2 dwelling units per acre) FLU designation and the City's conventional R-20 Single-Family zoning district on the subject property.

PROPERTY OVERVIEW

The subject property has frontage along Airport Road, Charles Street, and Russell Road, all maintained by Volusia County. Most of the property is cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner of the subject property. Based on aerial imagery available to staff, the ±56.53-acre site has been cleared pastureland since at least 1978 (see Exhibit 1).

Figure 1. Location Map



PROPOSED AMENDMENT

The request is to change the FLU designations for the ±56.53-acre subject property to the City of Port Orange *Rural Transition* designation (0–2 units per acre). The current FLU designations on the subject property include ±52.96 acres of Volusia County *Agricultural Resource* (1 unit per 10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0–4 units per acre).

The proposed FLU designation and zoning classification, along with the current City or Volusia County FLU designations and zoning classifications of the surrounding properties, are shown in Exhibits 2 and 3.

The current land uses, Future Land Use (FLU) designations, zoning classifications, and density for the current land uses for the properties adjacent to the subject property are identified in Table 1.

Table 1. Surrounding Land Uses, FLU Designations, Zoning Designations, and Density

Direction	Current Land Use	FLU Designation	Zoning District	Density
North	The Reserve at Spruce Creek Single-Family Home Subdivision	Volusia County <i>Urban Low Intensity</i> (0-4 units /acre)	Volusia County Planned Unit Development	2.4 units per acre
	The Addison Assisted Living Facility	City of Port Orange <i>Office/Residential Transition</i>	City of Port Orange Planned Unit Development	80 bed facility
South	Charles Street - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Single-family homes	Volusia County <i>Agriculture Resource</i> (1 unit/10 acres) and <i>Rural</i> (1 unit/5 acres)	Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, A-2 Rural Agriculture	1 unit per 5 acres
East	Airport Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Waters Edge Single-Family Home Subdivision	City of Port Orange <i>Rural Transition</i> (0-2 units/acre)	City of Port Orange Planned Unit Development	2 units per acre
West	Russell Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Mobile homes	Volusia County <i>Rural</i> (1 unit/5 acres) and <i>Agriculture Resource</i> (1 unit/10 acres)	Volusia County MH-6 Urban Mobile Home Subdivision and A-1 Prime Agriculture	2.4 units per acre

According to the City's Comprehensive Plan, the City of Port Orange *Rural Transition* (0–2 units per acre) FLU designation is intended for lands near Spruce Creek and tributaries of Spruce Creek, particularly where properties lie between agricultural uses and established residential neighborhoods. Residential development under the *Rural Transition* designation is limited to no more than two dwelling units per acre. Where urban services such as sewer and water are available, smaller lot sizes of 5,000 square feet or more may be permitted, provided that adequate open space is preserved, and the overall density remains within allowed limits.

The subject property meets the City's locational criteria for the *Rural Transition* (0–2 units per acre) FLU designation. The subject property is situated adjacent to Spruce Creek, bordered by agricultural land to the south and developed residential neighborhoods to the north, northeast, and west. Urban services (water, sewer, and reclaimed water) are available within the Airport Road right-of-way to serve the site, and the proposed City of Port Orange R-20SF zoning district aligns with the maximum allowed density of two units per acre and lot size.

Figure 2. Rural Transition FLU Designation Locational Criteria

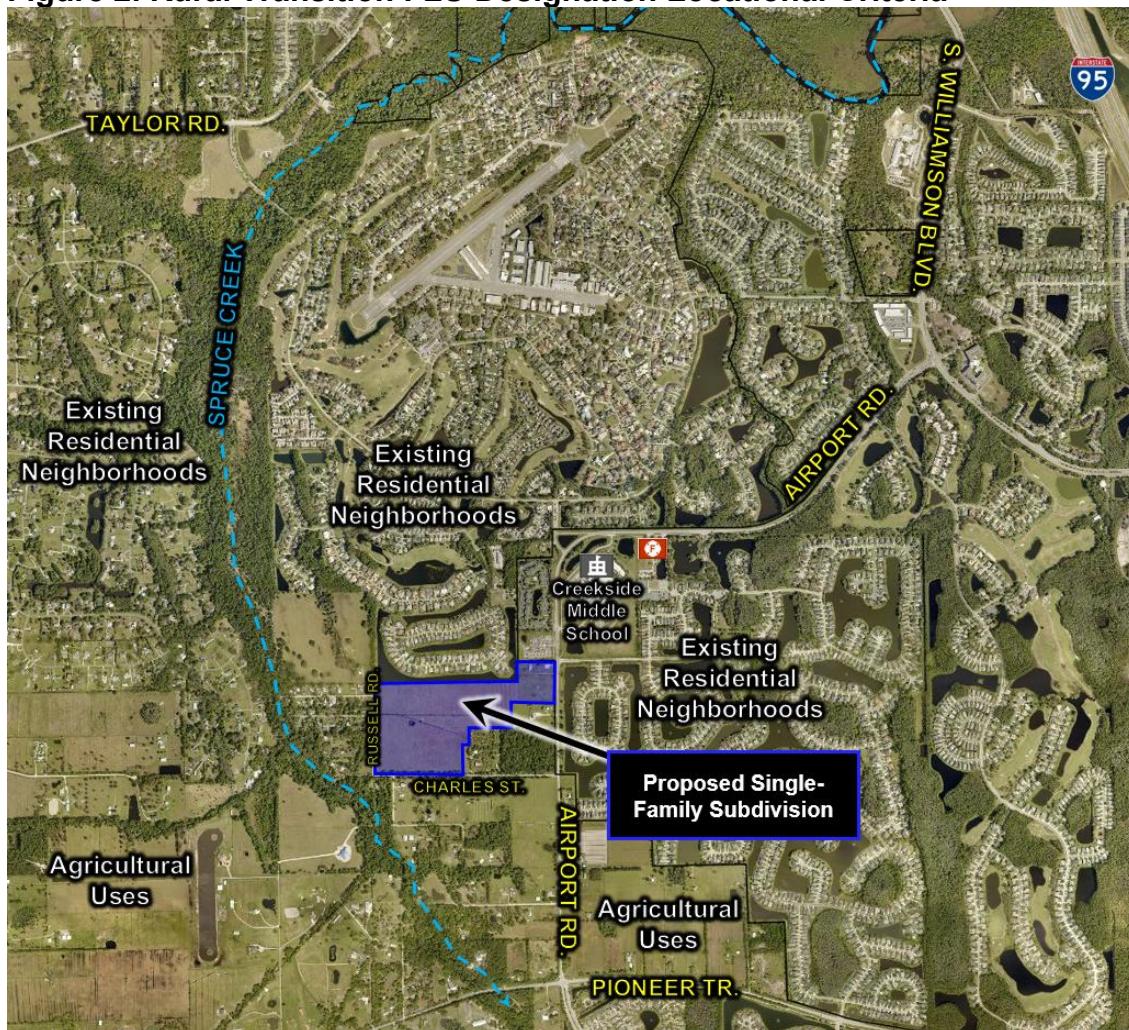


Table 2 summarizes the acreage for the current and proposed Future Land Use (FLU) designations for the subject property.

Table 2. Current and Proposed Future Land Use Designations – Acreage by Category

FLU DESIGNATION	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County <i>Agriculture Resource</i> (1 unit/10 acres)	52.96	0	-52.96
Volusia County <i>Urban Low Intensity</i> (0-4 units/acre)	3.57	0	-3.57
City of Port Orange <i>Rural Transition</i> (0-2 units/acre)	0	56.53	+56.53
TOTAL	56.53	56.53	0

Table 3 provides the theoretical maximum number of residential dwelling units allowed under the current and proposed Future Land Use (FLU) designations. If the amendment is approved, the theoretical maximum number of dwelling units that could be built on the 56.53-acre property would be 113, which is 94 dwelling units more than currently allowed under existing Volusia County FLU designations.

However, if the FLU amendment is approved, the applicant intends to request that the ±56.53-acre property be rezoned to the City of Port Orange R-20SF – Single-Family Residential District (Case No. REZONING-26-0001). If the R-20SF rezoning is approved, the applicant intends to submit a development application for a 50-lot single-family residential subdivision. Based on the preliminary layouts, the applicant has indicated that approximately 50 lots could be platted while meeting the dimensional requirements for R-20SF zoning and the current LDC standards for subdivision design.

Table 3. Theoretical Maximum Number of Residential Dwelling Units for the Current and Proposed Future Land Use Designations

FLU Designations	Current FLU Theoretical Max Number of Residential Dwelling Units	Proposed FLU Theoretical Max Number of Residential Dwelling Units	Net Change in Number of Residential Dwelling Units
Volusia County <i>Agriculture Resource</i> (1 unit/10 acres)	5	0	-5
Volusia County <i>Urban Low Intensity</i> (0-4 units/acre)	14	0	-14
City of Port Orange <i>Rural Transition</i> (0-2 units/acre)	0	113	+113
Total	19	113	+94

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the State Land Planning Agency (Florida Commerce) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designations versus the proposed designation. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. School |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current FLU Designations	Proposed FLU Designation	Net Change
Residential Units	19	113	94
Non-residential Buildable Sq. Ft.	0	0	0
Population ¹	45	270	225
PM Peak Hour Trips/Daily Trips ²	22/230	111/1,129	89/899
Sanitary Sewer (gallons/day) ³	3,040	18,080	15,040
Potable Water (gallons/day) ⁴	3,420	20,340	16,920
Solid Waste (lbs./person) ⁵	144	867	723
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space (acres) ⁷	0.32	1.89	1.57

1. Population: 2.39 persons per household (per 2017-2021 Census American Community Survey)
2. Transportation: ITE Trip Generation Manual, 11th Edition and Traffic Memorandum, LTG Engineering & Planning, August 2025
3. Sanitary Sewer: Residential - 160 gallons per day per Equivalent Residential Unit
4. Potable Water: Residential - 180 gallons per day per Equivalent Residential Unit
5. Solid Waste: Residential - 3.21 pounds per person per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The current Future Land Use (FLU) designations for the subject property allow a theoretical maximum of 19 residential units. The proposed *Rural Transition* (0–2 units per acre) FLU designation would set the theoretical maximum to 113 residential units and would result in an increase on impacts to public infrastructure, but adequate capacity exists, or impacts can be mitigated. As noted above, if the FLU Amendment and Rezoning applications are approved, the applicant intends to submit a development plan for a 50-lot single-family subdivision, resulting in fewer lots than the FLU would theoretically permit.

Transportation

The applicant's traffic engineering firm, LTG Engineering & Planning (LTG), has prepared a Traffic Memorandum in accordance with the City's and Volusia Flagler Transportation Planning Organization (VFTPO) guidelines for a Comprehensive Plan Amendment. This memorandum has been reviewed by staff.

Current Future Land Use (FLU) Designations: Allows up to 19 single-family homes, which is estimated to generate: 14 AM peak hour trips (7:00 AM to 9:00 AM), 22 PM peak hour trips (4:00 PM to 6:00 PM), and 230 daily trips

Requested Future Land Use (FLU) Designation: Allows up to 113 single-family homes, which is estimated to generate: 85 AM peak hour trips (7:00 AM to 9:00 AM), 111 PM peak hour trips (4:00 PM to 6:00 PM), and 1,129 daily trips

Net increase: The proposed change would result in an additional 71 AM peak hour (7:00 AM to 9:00 AM), 89 PM peak hour trips (4:00 PM to 6:00 PM), and 899 daily trips

The full extent of the development's impact on the surrounding road network will not be known until a traffic concurrency review is completed as required with the review of final subdivision plat and plan for the subject property. At the time the final subdivision plat and plans are submitted, the city will require a traffic study to thoroughly assess how the traffic from the subdivision will affect the existing surrounding roadways and identify any roadway improvements that may be necessary. The traffic study will also take into account recently completed projects and projects currently under construction in the area (I-95 & Pioneer Trail Interchange), as these may alter travel patterns and affect traffic volumes on the surrounding roadway network.

As with other developments throughout the city, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City and Volusia County. This agreement could involve constructing or contributing financially toward scheduled improvements for the affected roadways and intersections.

According to the latest traffic counts for Williamson Boulevard, Airport Road, and Pioneer Trail, there is currently capacity to accommodate the estimated 1,129 daily vehicular trips from development of the subject property (Table 5).

Table 5. Roadway Capacities for Roadways Adjacent to Subject Property

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Airport Road	Williamson Blvd. to Pioneer Tr.	6,950	32,600	0.21	79%
Airport Road	Pioneer Tr. to Luna Bela Ln.	4,850	34,230	0.14	86%
Pioneer Trail	Airport Rd. to Turnbull Bay Rd.	7,200	13,640	0.53	47%
Pioneer Trail	Tomoka farms Rd. to Airport Rd.	5,550	13,640	0.41	59%
Williamson Boulevard	Airport Rd. to Spruce Creek Bridge	25,000	37,970	0.66	34%
Williamson Boulevard	Spruce Creek Bridge to Taylor Rd.	25,000	37,970	0.66	34%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity. Source: Volusia County Traffic Engineering (2022 data is the current available data from Volusia County).

According to LTG’s analysis, only the segment of Pioneer Trail between Airport Road and Turnbull Bay Road is anticipated to exceed the adopted level of service (LOS) standards due to traffic generated by approved developments along Pioneer Trail in New Smyrna Beach and Port Orange, including the subject property. These projects are expected to contribute additional traffic volume to this roadway segment.

Depending on the timing of construction and completion of the developments in New Smyrna Beach and Port Orange along Pioneer Trail, along with the subject property, capacity along Pioneer Trail may become constrained. As with all new developments within the city, the developer of this project may be required to enter into a Transportation Fair-Share and Concurrency Agreement with both the City and Volusia County. This agreement may include requirements to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

Sanitary Sewer

The City has available sewer capacity to accommodate the density allowed under the requested FLU designation and proposed future development of the subject property. The City’s adopted residential Level of Service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU). Based on this standard, the requested FLU designation could generate approximately 18,080 gallons per day (gpd) of wastewater. This is a net increase of 15,040 gpd compared to the current FLU designations.

Potable Water

The City has available potable water capacity (well and Consumptive Use Permit) to accommodate the density allowed under the requested FLU designation and proposed future development of the subject property. The City’s adopted residential LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit (ERU). Based on this standard, the proposed FLU designation could theoretically generate

approximately 20,340 gallons per day (gpd) of potable water. This is a net increase of 16,920 gpd compared to the current FLU designations.

According to the City's 20-year CUP, issued by the St. Johns River Water Management District (SJRWMD), an average daily withdrawal of 7.33 million gallons per day (MGD) is allowed. According to the City's 2025 Concurrency Management Report, the actual average daily flow of the City's potable water system in 2025 was 5.99 MGD (Exhibit 4).

Solid Waste Collection

Solid waste generated within the City of Port Orange is taken to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The Volusia County landfill has the capacity to address the solid waste disposal needs for the requested FLU designation and proposed future development of the subject property. The City's residential solid waste collection standard is 1,350 residential units per curbside collection crew, per day and a weight standard of 3.21 pounds per person per day. Using these standards, the requested FLU designation could theoretically generate approximately 867 pounds of solid waste per day. This is a net increase of 723 pounds of solid waste per day compared to the current FLU designations.

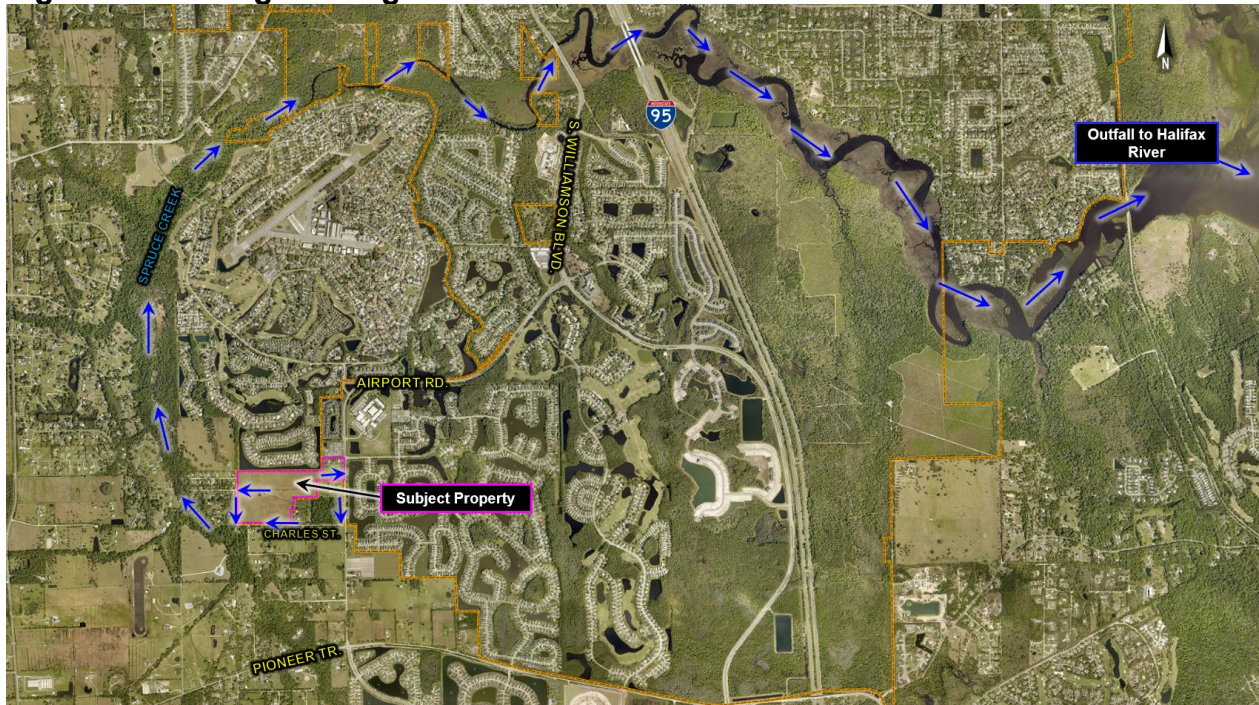
Stormwater Drainage

The City's Comprehensive Plan and Land Development Code (LDC) requires that stormwater conditions following development maintain the same performance as pre development conditions. Specifically, the subject property must retain its existing capacity to store stormwater on-site, and development may not result in any increase in stormwater discharge volume or peak discharge rate to the regional drainage system. Any future development associated with the requested rezoning will be required to demonstrate, through detailed stormwater design and permitting, that post development runoff characteristics do not exceed those of the current undeveloped condition

In addition to complying with the City's LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

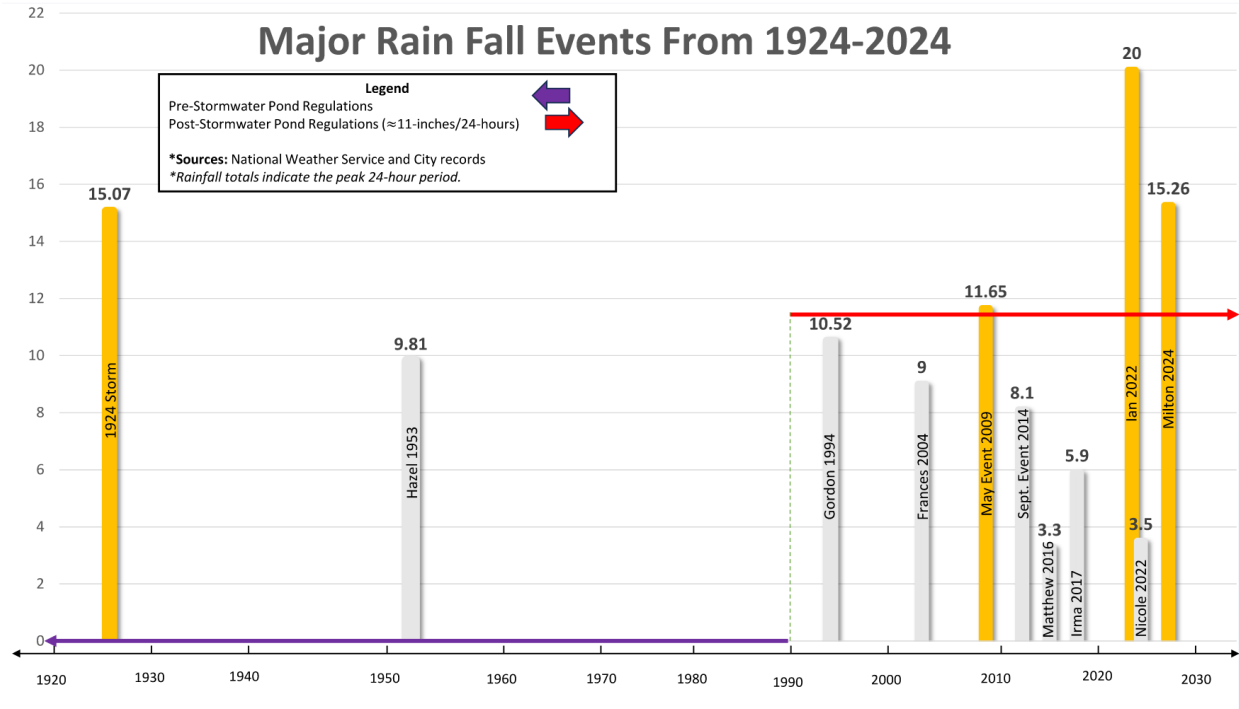
Currently, stormwater on the undeveloped subject property is partly absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County maintained roadway swales along Charles Street, Russell Road, and Airport Road. From there, it flows toward a County-maintained swale at the southwest intersection of Charles Street and Russell Road, then into Spruce Creek, and ultimately discharges into the Halifax River.

Figure 3. Existing Drainage Pattern



Development of the subject property will increase the amount of impervious surface area, including rooftops, roadways, and driveways. As impervious area increases, less stormwater can infiltrate into the ground or temporarily collect in existing depressions and ditches. To comply with City stormwater management requirements, the site will be designed with a system of interconnected stormwater ponds equipped with outfall control structures. These facilities are intended to hold and gradually release stormwater so that post-development discharge volume and peak discharge rates to the public drainage system do not exceed those of the current undeveloped condition. The stormwater system must be capable of managing runoff from major storm events, including rainfall events up to 11 inches within a 24-hour period. Historical data from the National Weather Service and the City of Port Orange indicate that, over the last 100 years (1924–2024), four rainfall events have exceeded this 11-inch, 24-hour threshold (see Figure 4).

Figure 4. Major Rain Fall Events From 1924 - 2024



Source: National Weather Service and City of Port Orange

As required by the LDC, any future development of the subject property must include a stormwater system with retention ponds and control structures to capture and treat runoff before discharge into the existing roadway swales along Charles Street, Russell Road, and Airport Road. From there, stormwater will follow the existing drainage path into the Halifax River, consistent with how the subject property drains as this time.

As required by the LDC, the stormwater system for this property will need to be designed to temporarily store stormwater on site in a series of stormwater ponds and then slowly release stormwater into the public drainage swales along Airport Road, Charles Street, and Russell Road. The system must be engineered so that during a design storm event, the amount and discharge rate of water leaving the site will not be greater than what currently drains from the property in its undeveloped state.

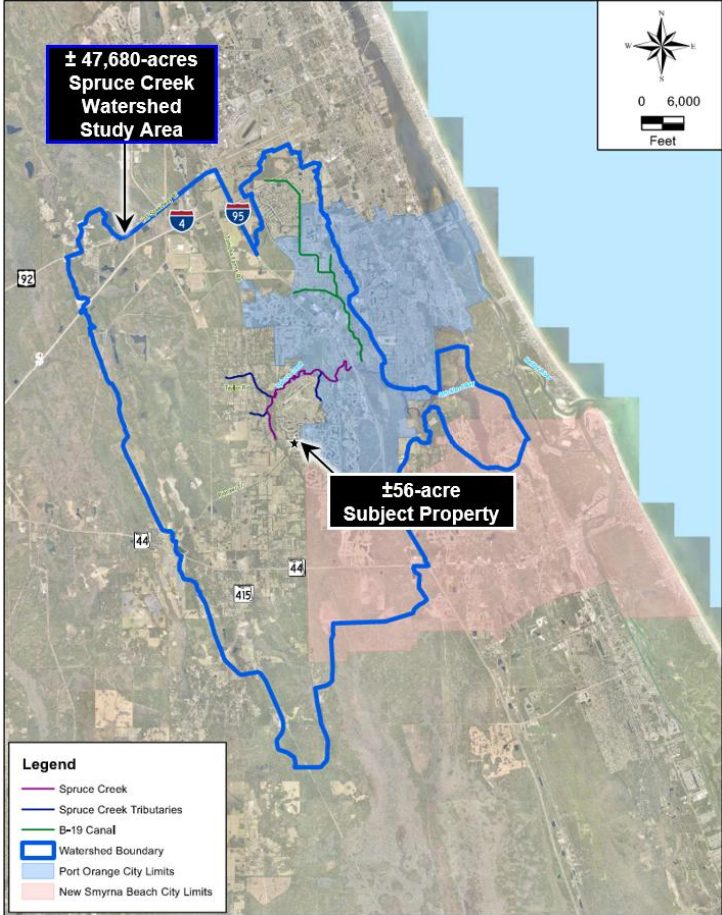
In addition to limiting how much volume of stormwater leaves the site, the LDC also limits how quickly stormwater can drain off the property, referred to as the rate of discharge. For example, during a design storm event (about 11 inches of rain in 24 hours), the site cannot release water any faster, at its peak, than it does today in its natural undeveloped state. To meet this requirement, the stormwater ponds on the subject property will need to be built large enough and with outfall control structures to slow the flow of stormwater leaving the subject property before it enters the public drainage system along Airport Road, Charles Street, and Russell Road.

The 56.53-acre subject property is located within the boundary of the Spruce Creek Watershed Study area. The study area is approximately 47,680 acres; therefore, the subject property represents less than 0.12 percent of the total watershed study area.

The Spruce Creek Watershed Study is currently being prepared by Halff Engineering Firm on behalf of Volusia County. The purpose of the study is not to propose flood mitigation solutions, but rather to evaluate existing hydrologic conditions and analyze how water flows throughout the watershed under current conditions. Upon completion, the study will serve as a supplemental technical resource to assist staff in evaluating potential drainage impacts, in conjunction with existing stormwater regulations and required site-specific engineering review.

According to Volusia County, the study will be completed in two phases. Phase I focuses on the sub-basin served by the B-21 Canal, with completion anticipated in April 2026. Phase II will address the remainder of the watershed, excluding the B-19 Canal, with completion anticipated in late 2026. The subject property is located within Phase II. The City of Port Orange is currently coordinating with the County’s consultant on a separate analysis of the B-19 Canal system. The City of Port Orange is currently coordinating with the County’s consultant on a separate analysis of the B-19 Canal system.

Figure 5. Spruce Creek Watershed Location Map



Recreation and Open Space

The City has sufficient parkland capacity to support the requested Future Land Use (FLU) designation and the proposed future development of the subject property. The requested FLU designation would require 1.89 acres of parkland, which represents a net increase of 1.58 acres compared to what is required under the current FLU designations. According to the City's 2025 Concurrency Management Report, the city currently maintains a surplus of 69.6 acres of parkland.

Schools

The Volusia County School District reviewed the proposed Future Land Use (FLU) amendment, the proposed rezoning to R-20SF, and the applicant's application for a school capacity review for a proposed 50-lot single-family home subdivision, to assess potential impacts on school capacity. Based on their analysis, the School District determined that there is adequate capacity to accommodate the estimated 13 students expected to be generated by a proposed 50-lot single-family home subdivision (see Exhibit 5).

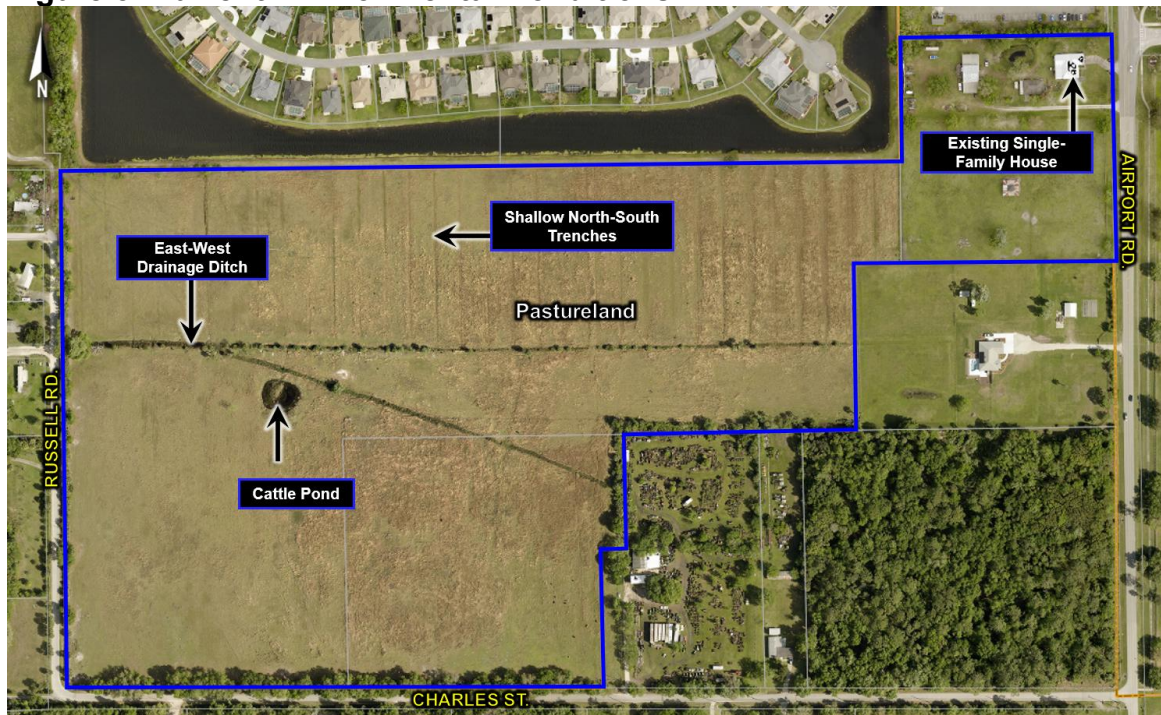
ENVIRONMENTAL CONDITIONS

In July 2024, an environmental analysis was prepared for the subject property by Young Bear Environmental (YBE) Consulting. Prior to any development on the subject property all federal, state, regional, and local environmental protection regulations will need to be met, addressed, or mitigated.

According to the 2024 analysis the 56.53-acre subject property has the following environmental conditions:

- The property consists of cleared, improved pastureland with generally flat topography and a slight east-to-west slope, containing man-made agricultural drainage features including shallow north-south trenches, an east-west drainage ditch, and a cattle pond.
- The only surface waters on-site are the man-made agricultural ditches and a cattle pond.

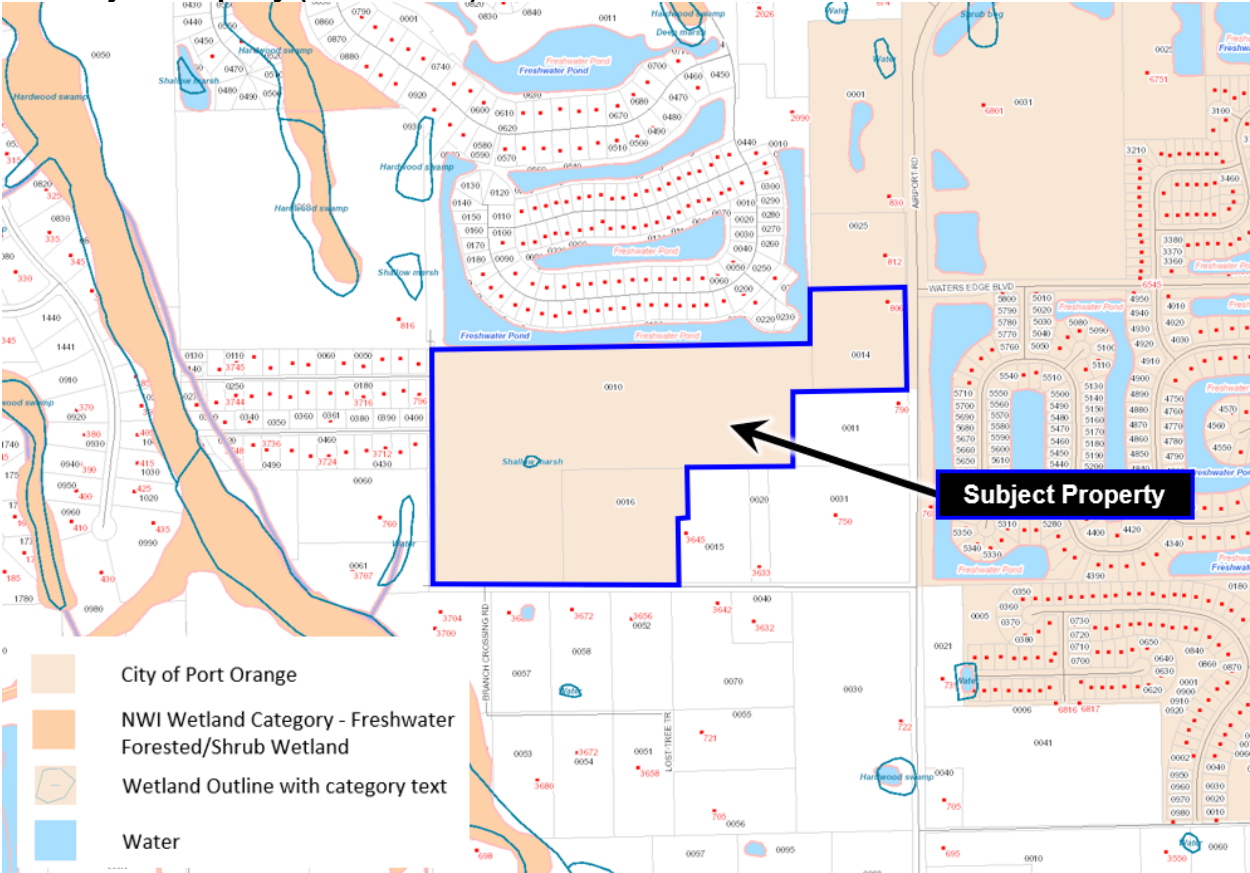
Figure 5. Current Environmental Conditions



- No wetlands were identified on the subject property. According to YBE, the determination that wetlands are not on the subject property was based on field surveys, review of aerial imagery, and consultation with state and federal wetland databases, following standard protocols for identifying hydric soils, wetland vegetation, and hydrologic indicators.
- Vegetation consists mainly of native grasses and plants (e.g. Bahiagrass and Broom Sedge).
- One potentially occupied gopher tortoise burrow was observed and was the only protected species confirmed on site. Prior to any development on the subject property a complete gopher tortoise survey will be required within 90 days prior to construction. If the removal of gopher tortoises is needed, a Florida Fish and Wildlife Commission permit and mitigation payment will be required prior to removal.

The YBE environmental analysis includes a review of the Volusia County wetland map obtained from the County's website, which indicates that no jurisdictional wetlands are identified within the boundaries of the subject property. Although mapped wetland features are present west of the site, none are shown on the subject parcel. Based on this mapping and other data collected by YBE, the assessment concludes that the property does not contain jurisdictional wetlands and that no wetland impacts are anticipated with future development. Figure 6 depicts the Volusia County wetland data, which identifies a single shallow marsh feature in the vicinity of the existing man-made cattle pond.

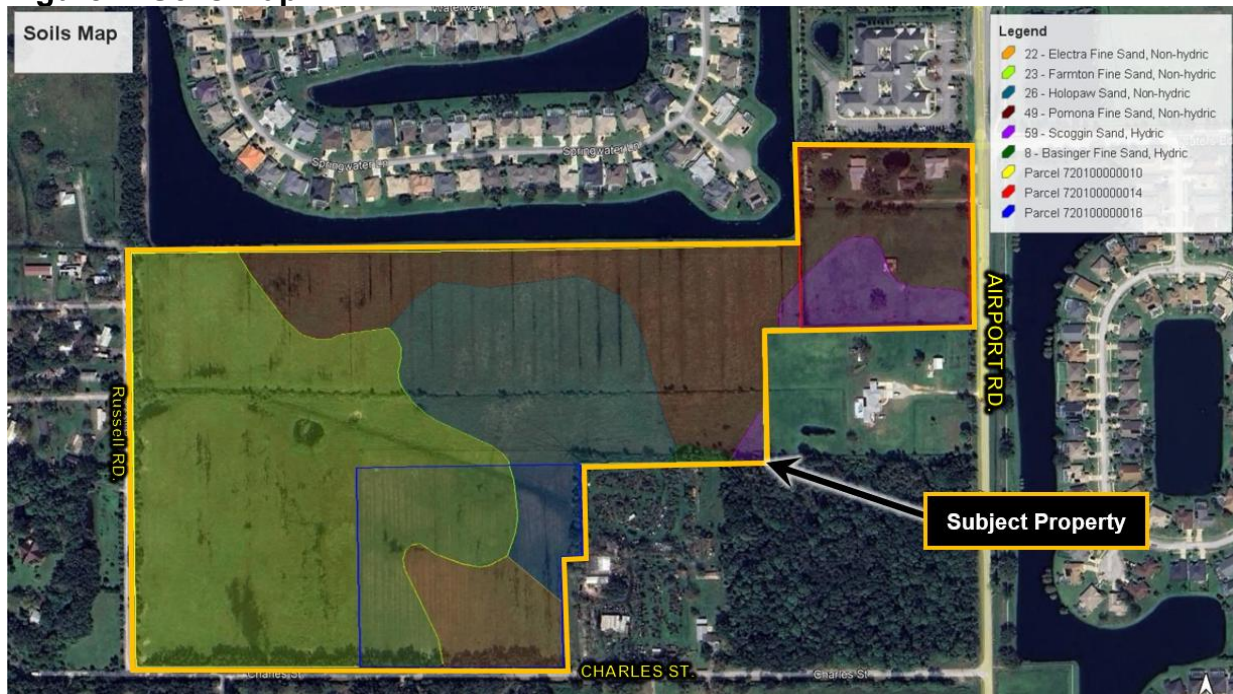
Figure 6. Volusia County Wetland Mapping Showing One Man-Made Shallow Marsh on the Subject Property (Cattle Pond)



Source: Volusia County Geographic Information Services (GIS)

The soils map (Figure 1)7 included in the YBE environmental analysis indicates that the subject property is comprised primarily of upland and non-hydric soil types. In addition to the soils mapping, YBE conducted field surveys, reviewed aerial imagery, and consulted state and federal wetland databases. Based on this combined analysis and application of standard wetland identification criteria, the report concludes that no wetlands were identified on the property.

Figure 7. Soils Map



Source: Young Bear Environmental (YBE) Consulting, July 2024 Environmental Assessment Report

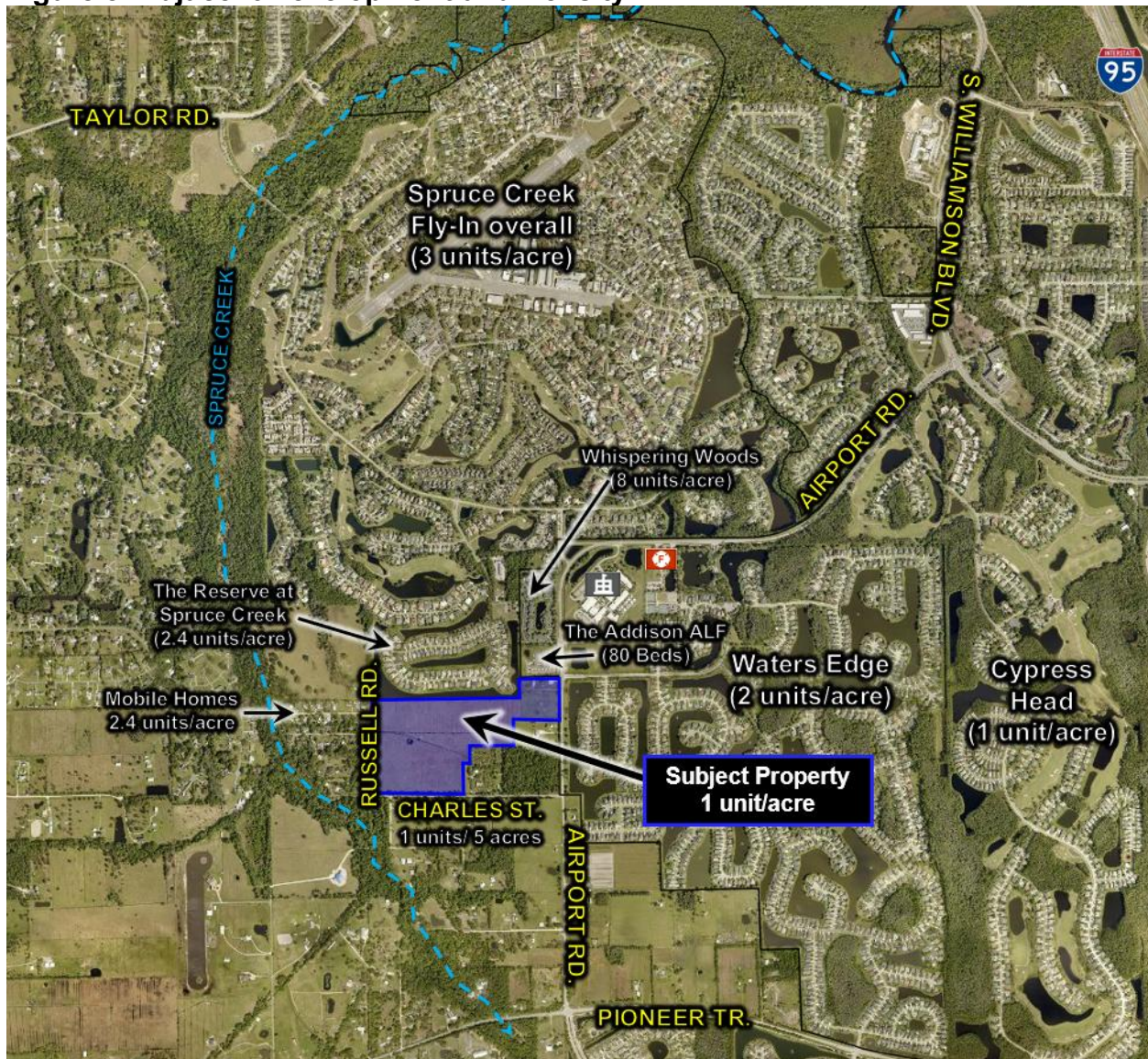
REVIEW CRITERIA AND STAFF FINDINGS

1. Consistency with the City's Comprehensive Plan.

Staff finding: The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed *Rural Residential* FLU designation for the subject property meets the locational criteria as it is located near Spruce Creek and situated between rural lands and areas of higher density/intensity (see Figure 8).

According to the infrastructure impact assessment, adequate capacity exists for sewer, potable water, solid waste, recreation, and schools to accommodate the proposed amendment. As for traffic, only one roadway segment (Pioneer Trail from Airport Road to Turnbull Bay Road) was identified that may be above the adopted level-of-service standard and as required by the LDC the future subdivision plat and plan for the subject property will be subject to all traffic concurrency regulations requiring adequate public facilities to be provided or to mitigate any impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

Figure 8. Adjacent Development and Density



The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan.

Policy 1.1.3 (Future Land Use Element): In addition to requirements within Chapter 163, Florida Statutes, the evaluation of amendments to the Future Land Use Map shall be guided by the following criteria and the Goals, Objectives, and Policies of this Plan. Each amendment shall be reviewed on a case-by-case basis. Amendments are expected to be consistent with several, but not necessarily all, criteria below and result in an overall positive impact. The proposed amendment:

- A. Contains compatible changes in uses, density, and intensity based on surrounding development and land uses;
- B. Furthers the City's Vision;

- C. Furthers the City's Sustainability Strategies defined in this Element;
- D. Does not violate the locational criteria for the proposed category and the adjacent categories;
- E. Contains environmentally suitable uses, densities, and intensities;
- F. Does not adversely impact water quality and quantity or increase the potential for flooding;
- G. Reduces vehicle miles traveled;
- H. Does not adversely impact the City's transportation network, and the City's Transportation Concurrency Exception Area (TCEA) and furthers the City's mobility strategies;
- I. Will be supported by the necessary infrastructure and public services, and public facilities without reducing levels-of-service below adopted standards;
- J. Will be adequately served with the available water supply, the existing Consumptive Use Permit capacity, and the existing production facilities capacity based on the adopted level-of-service standards;
- K. Reduces or maintains the evacuation times below or within 12 hours; and
- L. Does not contribute to urban sprawl, a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Policy 1.1.1(F) (Future Land Use Element): Rural Transition (0-2 units/acre) - The *Rural Transition* category includes rural-scale or large-lot (usually 1 to 2 acres) residential development that may also include accessory agricultural uses, based on the appropriate surrounding land use. This land use category should be located near Spruce Creek and its tributaries and situated between Agricultural lands and areas of higher density/intensity. Residential development is limited to no more than two units per acre based on 1) location where environmental factors preclude more intense development; 2) a location that limits the efficient provision of urban level services; and 3) location adjacent to existing large lot development or active agriculture. Where urban services are available, smaller lots of 5,000 s.f. and greater are allowed, as long as sufficient open space and natural areas are preserved so as not to exceed the maximum allowable density.

Policy 2.4 (Future Land Use Element): Consistent with the Transportation Element, the Coastal Zone Management Element, and the Volusia County Emergency Management Division, requests to increase development density and intensity will not be permitted in areas that do not meet required standards for hurricane evacuation, unless the developer mitigates their impact through a method permitted by Section 163.3178(8)(a), F.S. as amended, where such method is approved by the City at the time of the development order.

Policy 2.2.1 (Transportation Element): The City shall continue to review proposed development projects and future land use amendments for transportation concurrency through standards set forth in the LDC.

Objective 1.1 (Housing Element): Housing Supply. The City shall assist the private sector in providing new dwelling units to meet the needs of the existing and projected population of the City that is:

- A. Compatible with the identity and character of the area and surrounding properties;
- B. Provide options among a variety of housing styles, ownership formats, and housing types (i.e., multi-family, single-family);
- C. Cater to a variety of income levels and ages; and
- D. Offer a range of housing prices.

Policy 1.1.2 (Housing Element): Public facilities and infrastructure will be coordinated so that they are provided or planned for areas where future housing will be located, as indicated by the Future Land Use Map.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: Compatibility is defined in the comprehensive plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another and stable fashion over time, such that neither use is unduly negatively impacted by the other.

The proposed *Rural Transition* Future Land Use (FLU) designation for the subject property allows a maximum residential density of two units per acre. This density is consistent with, and in some cases lower than, the residential densities of many of the surrounding developed properties to the east, west, and north, which already contain comparable or higher-density residential uses.

Table 6. Density of Adjacent Development

Subdivision or Development Name	Density of Development	Number of Homes or Units	Year Built	Maximum Density Under Current FLU
Proposed Single Family Subdivision on Subject Property	1 unit per acre	50	N/A	2 units per acre (113 homes)
Spruce Creek Fly-In Subdivision	3 units per acre	1,422	1974-2001	4 units per acre
Whispering Woods Condominium	8 units per acre	104	2000-2003	8 units per acre
Waters Edge Subdivision	2 units per acre	1,206	1997-2010	2 units per acre
Cypress Head Subdivision	1 unit per acre	575	2002 - 2007	2 units per acre
VC Mobile Home subdivision	2.4 units per acre	48	1977	1 unit per 5 acres/ 0.2 units per acre

The LDC requires a 10-foot-wide landscape buffer is required along all local roads (Russell Road, Charles Street) and a 20-foot-wide buffer is required along arterial roads

(Airport Road). A landscape buffer is not required along property lines that abut other single-family zoned properties with similar density.

3. Impacts on public facilities/infrastructure/services.

Staff finding: All public facilities, except for one roadway segment, have adequate capacity to accommodate the proposed FLU amendment and potential increased impacts on infrastructure. Within the overall roadway study area, only the Pioneer Trail roadway segment from Airport Road to Turnbull Bay Road is anticipated to be above the adopted level-of-service standard and as with all development, the future subdivision plat and plan for the subject property will be subject to all concurrency regulations requiring adequate transportation facilities to be provided to mitigate the impacts created by the proposed development. Approval of a Tri-Party Transportation Fair-Share Agreement between the City of Port Orange, Volusia County, and the Developer may be required to address impacts to the roadway network.

According to the City's Comprehensive Plan and Land Development Code (LDC), a property must be able to manage stormwater on the subject property after development as it does prior to development or in its current undeveloped condition. Therefore, with the development of the subject property there can be no loss in the ability to hold stormwater or an increase in the volume of stormwater discharged or the rate stormwater is discharged into the regional drainage system.

In addition to complying with the City's LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

4. Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone. As a result, the proposed amendment will not negatively affect hurricane evacuation clearance times for populations within the Hurricane Vulnerability Zone.

5. Whether the amendment discourages the proliferation of urban sprawl.

Staff finding: The proposed amendment does not promote urban sprawl. According to the City's Comprehensive Plan, the *Rural Transition* Future Land Use (FLU) designation is a low-density category designed to serve as a buffer between rural areas and more developed neighborhoods. The subject property is located along an arterial roadway (Airport Road), is served by existing public infrastructure (water and sewer), and is within walking distance of a school (approximately 0.2 miles), a city park (approximately 0.7 miles), and a fire station (approximately 0.6 miles).

According to the Infrastructure Impact Assessment on page 6, adequate capacity exists for potable water, sanitary sewer, solid waste, parkland, and public schools to support the proposed amendment.

Regarding transportation, the segment of Pioneer Trail from Airport Road to Turnbull Bay Road is anticipated to exceed the adopted level-of-service standard in 2029. As with all subdivision developments, the future subdivision plat will be subject to traffic concurrency requirements at the time of development, ensuring that adequate public facilities are provided to mitigate any traffic impacts from the development.

PUBLIC NOTICE

Public Notice signs were posted on the subject property on Wednesday, February 4, 2026. As of the posting of this agenda, staff has received phone calls or emails from five (5) individuals requesting general information about the proposed Future Land Use (FLU) amendment and related rezoning. The primary concerns raised included avoiding vehicular access onto Charles Street or Russell Road, and potential drainage impacts.

RECOMMENDATION

Based upon meeting the review criteria for a Future Lane Use Map Amendment as outlined in this report, approval is recommended for the requested amendment to the City's Future Land Use Map and transmittal of the amendment to the State Land Planning Agency, the Volusia Growth Management Commission, and all other required review agencies for formal review and comment.

ATTACHMENTS

- Exhibit 1 – Aerial Images of Property – Comparison from 1978 to 2024
- Exhibit 2 – Current and Proposed Future Land Use Map
- Exhibit 3 – Current and Proposed Zoning Map
- Exhibit 4 – SJRWMD Potable Water Availability Worksheet
- Exhibit 5 – School District Review Letter

Exhibit 1 - Aerial images of Property

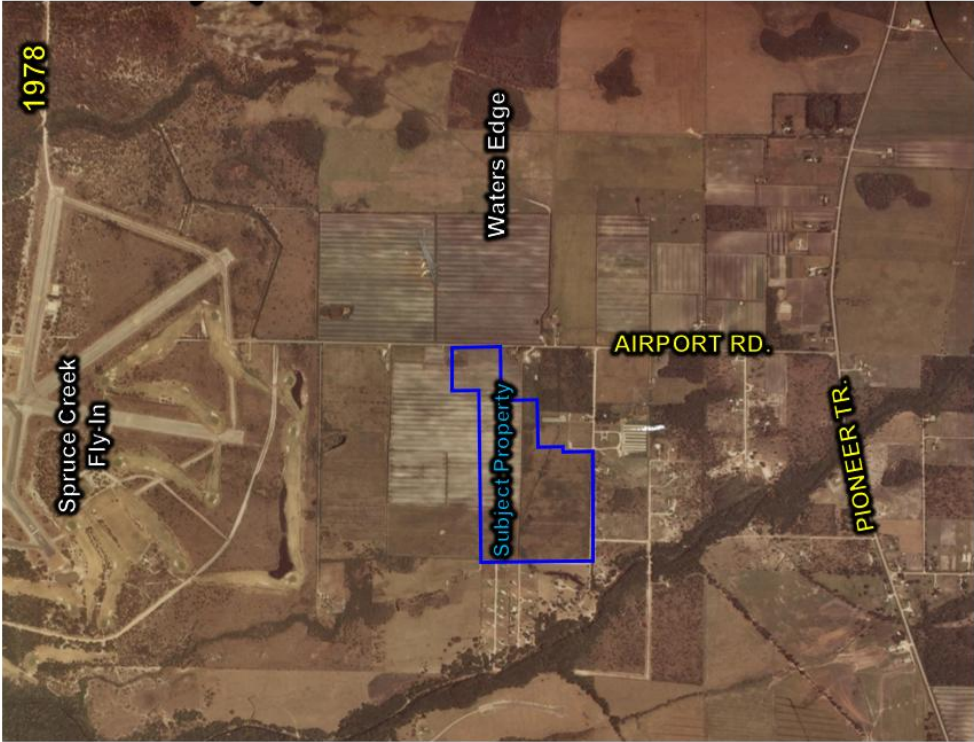
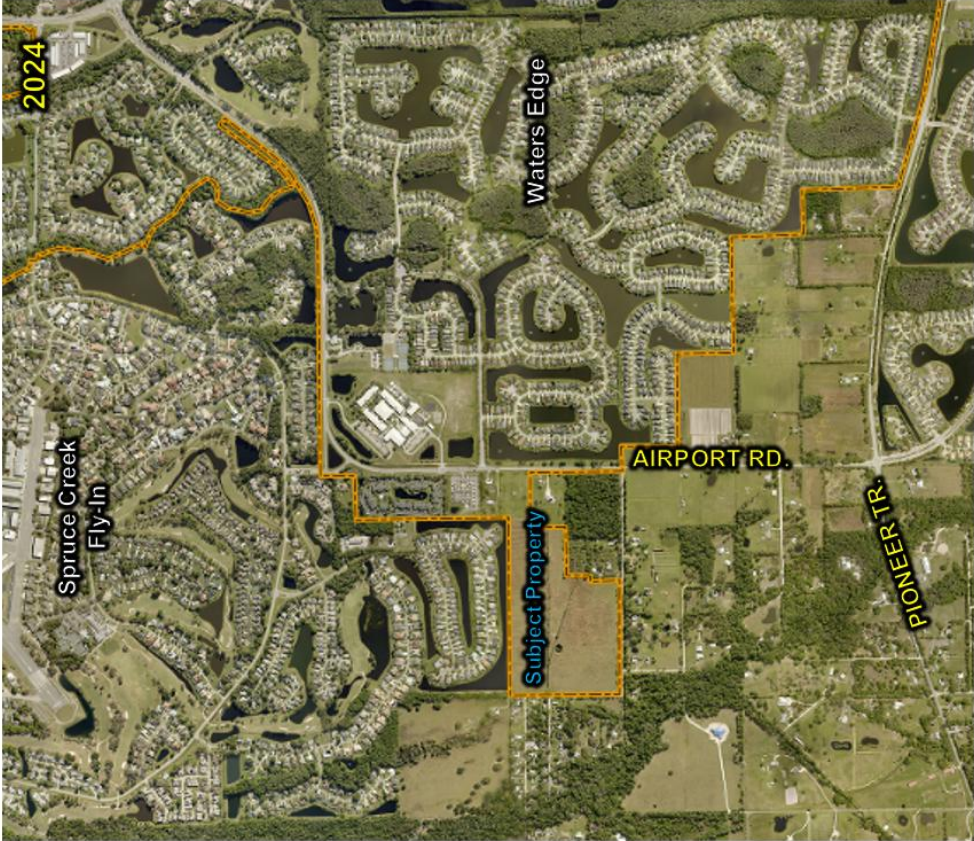


Exhibit 2

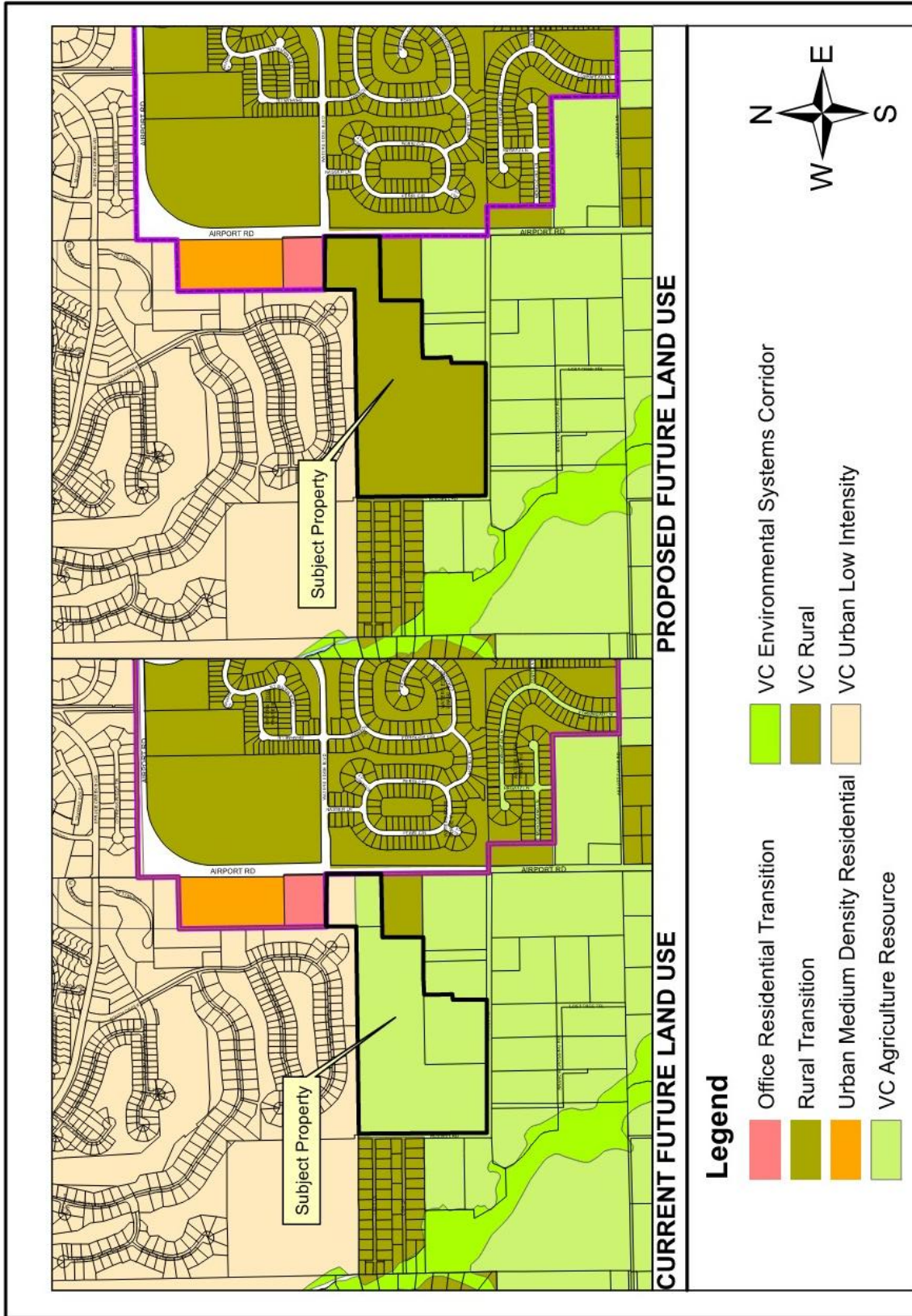


Exhibit 3



EXHIBIT 4



St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: 2-18-26

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes No

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes No

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595-7 Expiration date: 2/14/43

Total CUP duration (years): 20

CUP allocation in last year of permit: 7.33 MGD

Current status of CUP: In compliance Not in compliance

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments

Reserved capacity: .043 MGD (Based on a estimated 236 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.82 MGD - based on 43,439 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd or mgy

A. Current year CUP allocation: 7.33

B. Consumption in the previous calendar year: 6.65

C. Reserved capacity or growth projection (check the one used): 0.18

D. Projected consumption by proposed comprehensive plan amendment areas 0.17

E. Amount available for all other future uses (A - B - C - D = E): 0.33

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



EXHIBIT 5

School Board of Volusia County

Mr. Ruben Colón, Chair
Ms. Krista Goodrich, Vice Chair
Ms. Jamie M. Haynes
Mrs. Jessie Thompson
Ms. Donna Brosemer

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Adequate Capacity Determination Finding of Adequate Capacity Letter

January 27, 2026

Mr. A. Joseph Posey Jr, Esq
Storch Law Firm
420 S Nova Rd
Daytona Beach, FL 32114

RE: Legacy Acres f.k.a. Vintage Acres – City of Port Orange
School Concurrency Case # 25-07-24-001-A Amended

Mr. Posey:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff have reviewed the amended school concurrency application for the proposed project now known as Legacy Acres, associated with 56.5 +/- acres of property. The property is located at or near the intersection of Airport Rd and Charles St within Port Orange city limits. Information provided in the amended application indicates the proposed project would now provide fifty (50) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate thirteen (13) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	50	13
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		50	13

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2025/26 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Cypress Creek Elementary	716	107%	No	6
Creekside Middle	1,146	105%	No	3
Southeast CSA (New Smyrna Beach High)	1,727	107%	No	4
Other				0

The student projections generated by this project will increase the existing percentage above 100% permanent capacity at all school levels. However, these projected increases will remain below the 115% level of service (LOS) standard at the elementary and middle school levels and 120% LOS at the high school level. Based on this, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and multi-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the currently assigned schools.

Should you need additional information, please contact me at (386) 734-7190, ext. 50802.

Sincerely,



James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Patricia S. Smith, AICP, Planning Coordinator
Penelope Cruz, AICP, Planning Manager, City of Port Orange



Finding of Adequate School Capacity

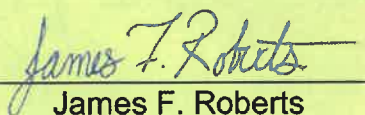
VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Legacy Acres
VCSB Project #	25-07-24-001-A
Jurisdiction Project #	
Parcel ID Numbers	7201-00-00-0010; 7201-00-00-0014; 7201-00-00-0016
Project Location	Airport Rd and Charles St
Potential Residential Units	50 Single Family Homes
Property Owner/Applicant	A. Joseph Posey Jr, Esq Storch Law Firm

Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.


James F. Roberts
Specialist, Planning & GIS

January 27, 2026
Issue Date



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. 2026-2: 26-1 Large-Scale Comprehensive Plan Amendment/Vintage Acres (Case No. CPAM-26-0001)

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

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

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

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

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

The applicant is requesting to change the FLU map designation of ±52.96 acres of Volusia County *Agriculture Resource* (1 unit/10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre). According to the City's Comprehensive Plan, the Rural Transition FLU designation is intended for lands near Spruce Creek and tributaries of Spruce Creek, particularly where properties lie between agricultural uses and established residential neighborhoods.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (I19) First Reading - Ordinance No. 2026-3 - Conventional Rezoning/Case No. REZONING-26-0001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-3, to rezone ±52.96 acres from Volusia County A-1 (Prime Agriculture) and ±3.57 acres from Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF.

SUMMARY: Planning Commission Recommendation (2/26/26): Recommended Approval 3-2

The applicant, Paylin Acres, LLC, on behalf of the property owners, is requesting to rezone approximately 56.53 acres consisting of 52.96 acres of Volusia County A-1 (Prime Agriculture) and 3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF. The subject property is located on the west side of Airport Road, north of Charles Street. If the rezoning is approved, the developer, Paytas Homes, intends to submit a development application for a 50-lot single-family residential subdivision.

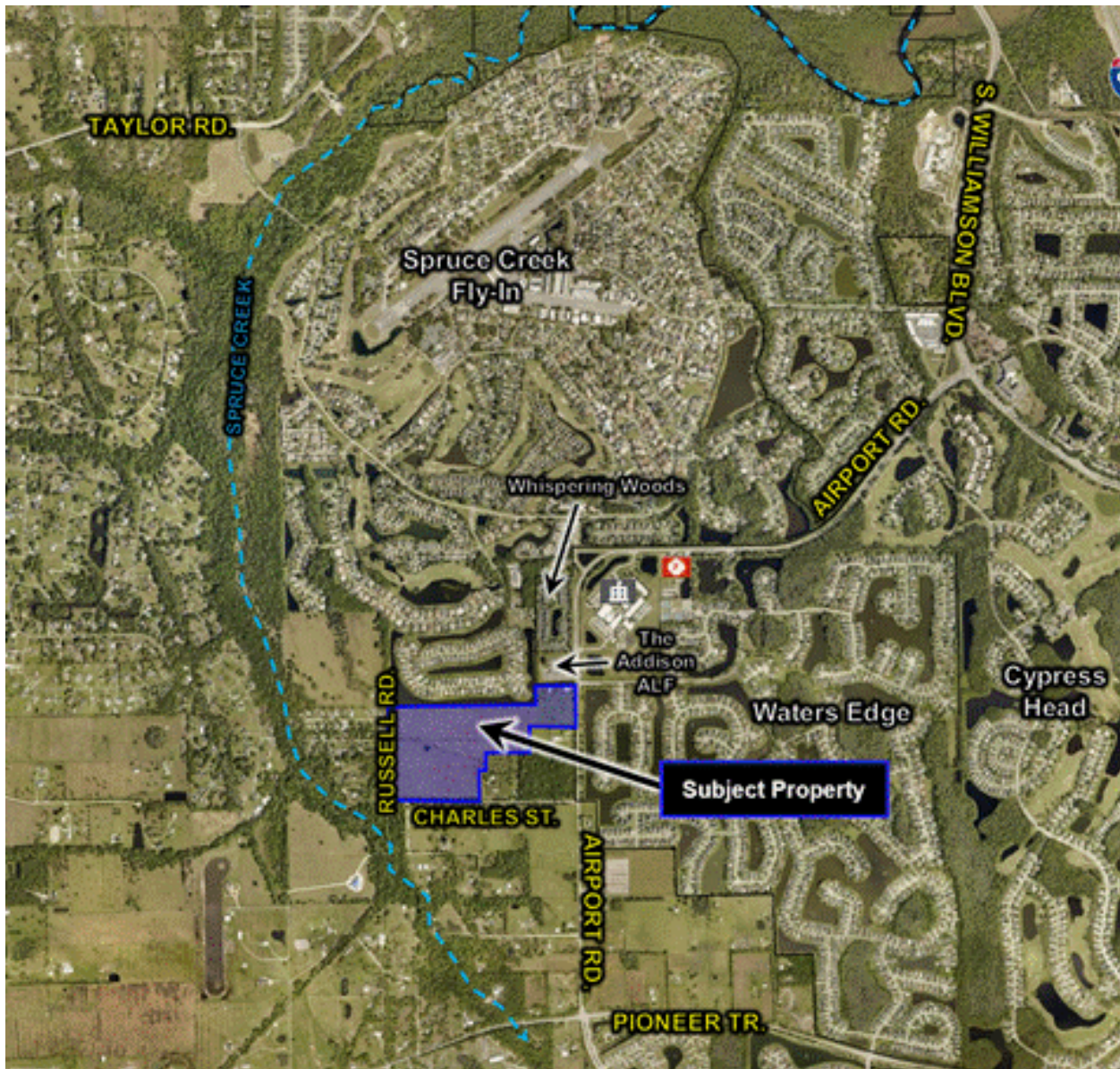
The subject property was annexed into the City of Port Orange in June 2025. During the public hearings for the annexation, the applicant acknowledged that, upon approval of the annexation, the property would require assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. In October 2025, the City Council denied applications for a Future Land Use (FLU) amendment and a Planned Unit Development (PUD) rezoning that would have allowed the development of a proposed 113-unit single-family residential project on the property.

According to the Land Development Code (LDC), when a rezoning application is denied by the City Council, a subsequent application for a similar rezoning affecting the same parcel may not be submitted for a period of 12 months from the date of denial. The prior application for this property involved a Planned Unit Development (PUD) rezoning, which was denied. The applicant is now requesting the establishment of a City of Port Orange conventional R-20 Single-Family zoning district to support a proposed 50-lot residential subdivision. Because the current request involves a different zoning classification than the previously denied PUD, it is not considered a similar rezoning under the LDC. Therefore, the application may be submitted within 12 months of the

prior denial.

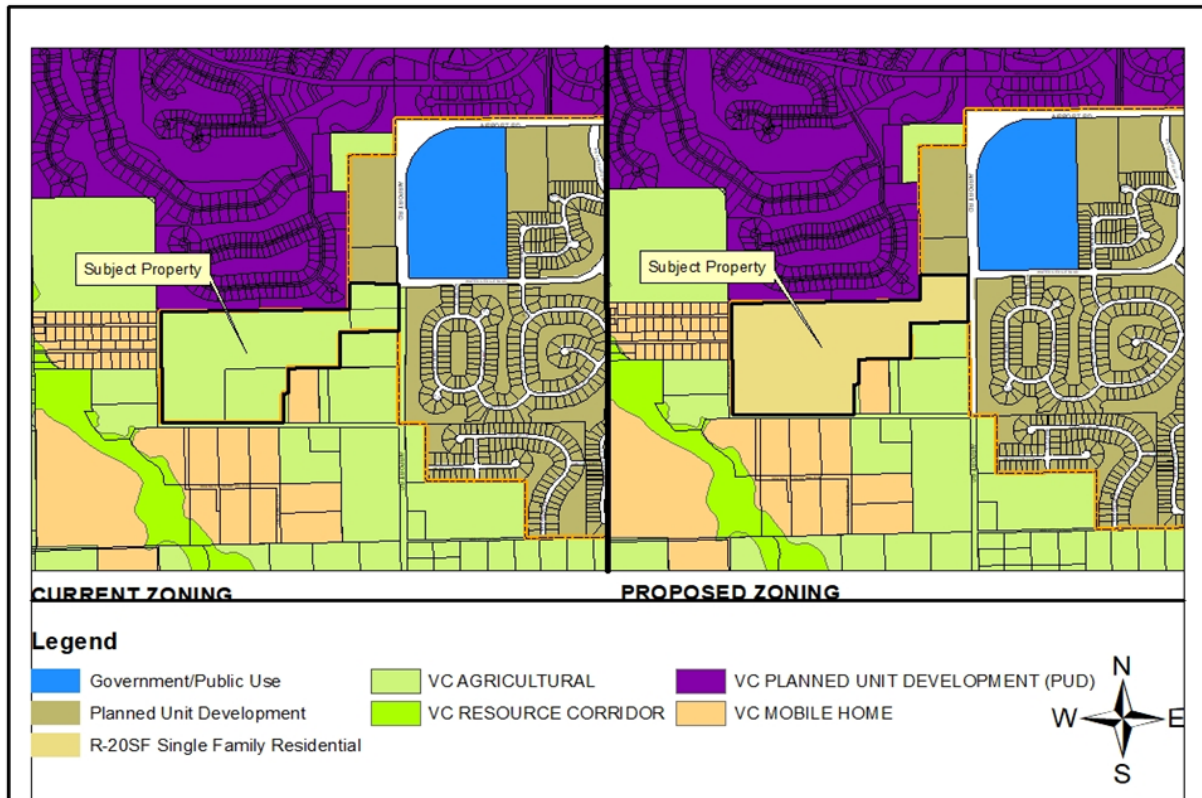
If the R-20SF rezoning request is approved, the applicant will be required to submit detailed subdivision plans that comply with all current City subdivision requirements in the LDC and City Standard Construction Details, and applicable State and regional permitting requirements from St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP), and Volusia County.

At the time a conventional rezoning is requested, detailed subdivision plans are not required and are often not yet prepared. In this case, the applicant has indicated that detailed engineered subdivision plans have not been finalized, as they are seeking confirmation that the requested rezoning and Comprehensive Plan amendment will be approved before proceeding with full design.



Location Map of the subject property located on the west side of Airport Road, north of Charles Street

According to the Land Development Code (LDC), the proposed R-20SF single-family residential zoning district is intended to serve as a transitional zone between rural low-density areas and medium/high-density areas, both to protect agricultural pursuits and rural residences and to provide for desirable suburban residential densities. The R-20SF zoning district requires a minimum lot width of 100 feet and a minimum lot area of just under one-half acre. Examples of existing subdivisions in Port Orange that are zoned R-20SF include Broken Bow Estates and the Winter Park Subdivision, both located off Central Park Boulevard.



Current and Proposed Zoning Map

A majority of the 56.53-acre property consists of cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner. Based on aerial imagery available to staff, the subject property has been cleared pastureland since at least 1978. According to the environmental report by Young Bear Environmental (YBE) Consulting, there are no wetlands.

If the rezoning request is approved, future development of the subject property must comply with all the landscaping, tree preservation, and open space requirements in the LDC. These requirements will be formally reviewed during the city staff's review of the final subdivision plat and construction plans to verify compliance.

Future development of the subject property will be served by the City's existing potable water, sanitary sewer, and reclaimed water facilities located within the Airport Road right-of-way. Any required infrastructure improvements associated with these utilities will be designed and constructed in accordance with the City's Land Development Code

(LDC).

Based on the analysis in the staff report, adequate capacity exists for potable water, sewer, schools, recreation, and solid waste services to accommodate the proposed amendment. As for traffic, any future specific site development proposals will be subject to concurrency regulations requiring adequate roadway improvements to be built or payment being made toward improvements to mitigate any roadway capacity impacts created by the proposed development. As for stormwater retention, at the time the property is developed, improvements in accordance with the requirements of the City's Land Development Code, St. Johns Water Management District, Florida Department of Environmental Protection, and Volusia County will be required. The subject property must retain its existing capacity to store stormwater on-site, and development may not result in any increase in stormwater discharge volume or peak discharge rate to the regional drainage system.

The 56.53-acre subject property is located within the Spruce Creek Watershed Study area, which encompasses approximately 47,680 acres; the property represents less than 0.12% of the total study area. The study, being prepared for Volusia County by Halff Engineering, evaluates existing hydrologic conditions and water flow patterns within the watershed. It is intended to serve as a technical resource to assist with future drainage impact evaluations in conjunction with existing stormwater regulations and site-specific engineering review.

The study is being completed in two phases. Phase I (B-21 Canal sub-basin) is expected to be completed in April 2026. Phase II, which includes the subject property, is expected in late 2026. The City of Port Orange is separately coordinating with the County's consultant on an analysis of the B-19 Canal system.



Map of the Spruce Creek Watershed Study Area and location of the subject property

Public Notice signs were posted on the subject property on Wednesday, February 4, 2026.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-3 w exhibits	Ordinance No. 2026-3 w exhibits.pdf
2.	STAFF REPORT - Case No. REZONING-26-0001	STAFF REPORT - Case No. REZONING-26-0001.pdf
3.	Business Impact Estimate - REZONING-26-0001 - ORD 2026-3	Business Impact Estimate - REZONING-26-0001 - ORD 2026-3.pdf

Penelope Cruz

Created/Initiated - 02/27/2026

Tim Burman

Approved - 02/27/2026

Shannon Balmer

Approved - 03/05/2026

Wayne Clark

Final Approval - 03/05/2026

ORDINANCE NO. 2026-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING OF APPROXIMATELY ±56.53 ACRES, CONSISTING OF ±52.96 ACRES FROM VOLUSIA COUNTY A-1 (PRIME AGRICULTURE) AND ±3.57 ACRES FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE), TO CITY OF PORT ORANGE R-20SF SINGLE FAMILY RESIDENTIAL FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of approximately ±56.53 acres, consisting of ±52.96 acres from Volusia County A-1 (Prime Agriculture) and ±3.57 acres from Volusia County A-2 (Rural Agriculture), to City of Port Orange City of Port Orange R-20SF Single Family Residential for property generally located north of Charles Street and west of Airport Road; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezonings; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone approximately ±56.53 acres, consisting of ±52.96 acres from Volusia County A-1 (Prime Agriculture) and ±3.57 acres from Volusia County A-2 (Rural Agriculture), to City of Port Orange R-20SF Single Family Residential for property generally located north of Charles Street and west of Airport Road, more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize, and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective coincident with the effective date of Ordinance No. 2026-2.

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

The effective date of this Ordinance is _____.

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

Exhibit 1
Legal Description

THAT PART OF THE EAST 550 FEET OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE NORTH 1710 FEET AND EXCEPT THE EAST 25 FEET IN ROAD. AND THE NORTH 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE EAST 25 FEET IN ROAD. ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°17'40"W ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 50' ROAD AS LAID OUT AND NOW IN USE) AND THE POINT OF BEGINNING; THENCE S00°41'24"E ALONG SAID WESTERLY RIGHT OF WAY LINE 253.26 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE ALONG SAID SOUTH LINE S89°10'44"W, 319.15 FEET TO THE EAST LINE OF THE NORTHERLY 126 FEET OF SOUTH 406 FEET OF THE WESTERLY 317.5 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 SAID SECTION 1; THENCE S00°57'33"E ALONG SAID EAST LINE 1.00 FEET; THENCE DEPART SAID EAST LINE S89°01'32"W, 205.45 FEET; THENCE N00°58'28"W, 1.55 FEET TO THE SOUTH LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°10'44"W ALONG SAID SOUTH LINE 0.41 FEET TO THE WEST LINE OF THE NORTHERLY 254 FEET OF THE EAST 550 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE N00°40'39"W ALONG SAID WEST LINE 254.32 FEET TO THE WEST LINE OF EAST 550 FEET OF SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST EXCEPT THE NORTHERLY 1710 FEET; THENCE N00°50'04"W ALONG SAID WEST LINE 299.64 FEET TO THE NORTH LINE EAST 550 FEET OF THE SOUTHERLY 3/4 OF SOUTHEAST 1/4 SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT THE NORTHERLY 1710 FEET; THENCE N88°54'23"E ALONG SAID NORTH LINE 524.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFORE SAID AIRPORT ROAD; THENCE S00°59'46"E ALONG SAID WESTERLY RIGHT OF WAY LINE 303.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 291,595 SQ. FT. OR 6.694 ACRES MORE OR LESS.

TOGETHER WITH

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE LOCALY ACCEPTED NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, SAID CORNER BEING A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED PLS #4722; THENCE N89°17'40"E, ALONG THE NORTH LINE OF SAID SECTION 1, 40.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 1, N89°17'40"E, 2,056.09 FEET; THENCE DEPARTING SAID NORTH LINE, S00°40'39"E, 254.34 FEET; THENCE S89°10'44"W, 111.65 FEET; THENCE S00°39'34"E, 406.64 FEET; THENCE S89°11'50"W, 1,224.42 FEET; THENCE S00°37'28"E, 619.13 FEET TO THE NORTHERLY RIGHT OF WAY OF CHARLES STREET, SAID RIGHT OF WAY BEING PRESCRIPTIVE ACCORDING TO THE DEPARTMENT OF ENGINEERING, VOLUSIA COUNTY FLORIDA, DRAWING NUMBER P-26 1687-1-2 DATED OCTOBER 5, 1978 WITH A VARIABLE WIDTH; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 8 COURSES, N87°58'36"W, 38.96 FEET; THENCE N89°45'10"W, 100.06 FEET; THENCE N88°36'27"W, 100.05 FEET; THENCE N89°45'10"W, 100.00 FEET; THENCE S89°57'38"W, 100.01 FEET; THENCE N89°23'01"W, 100.00 FEET; THENCE N89°45'10"W, 100.00 FEET; THENCE N89°56'20"W, 82.84 FEET TO THE EASTERLY RIGHT OF WAY OF RUSSELL ROAD, SAID RIGHT OF WAY BEING 40.00 FEET IN WIDTH; THENCE DEPARTING AFORE MENTIONED RIGHT OF WAY OF CHARLES STREET AND ALONG SAID EASTERLY RIGHT OF WAY OF RUSSELL ROAD, N00°34'09"W, 1,267.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,757,703 SQUARE FEET, OR 40.35 ACRES

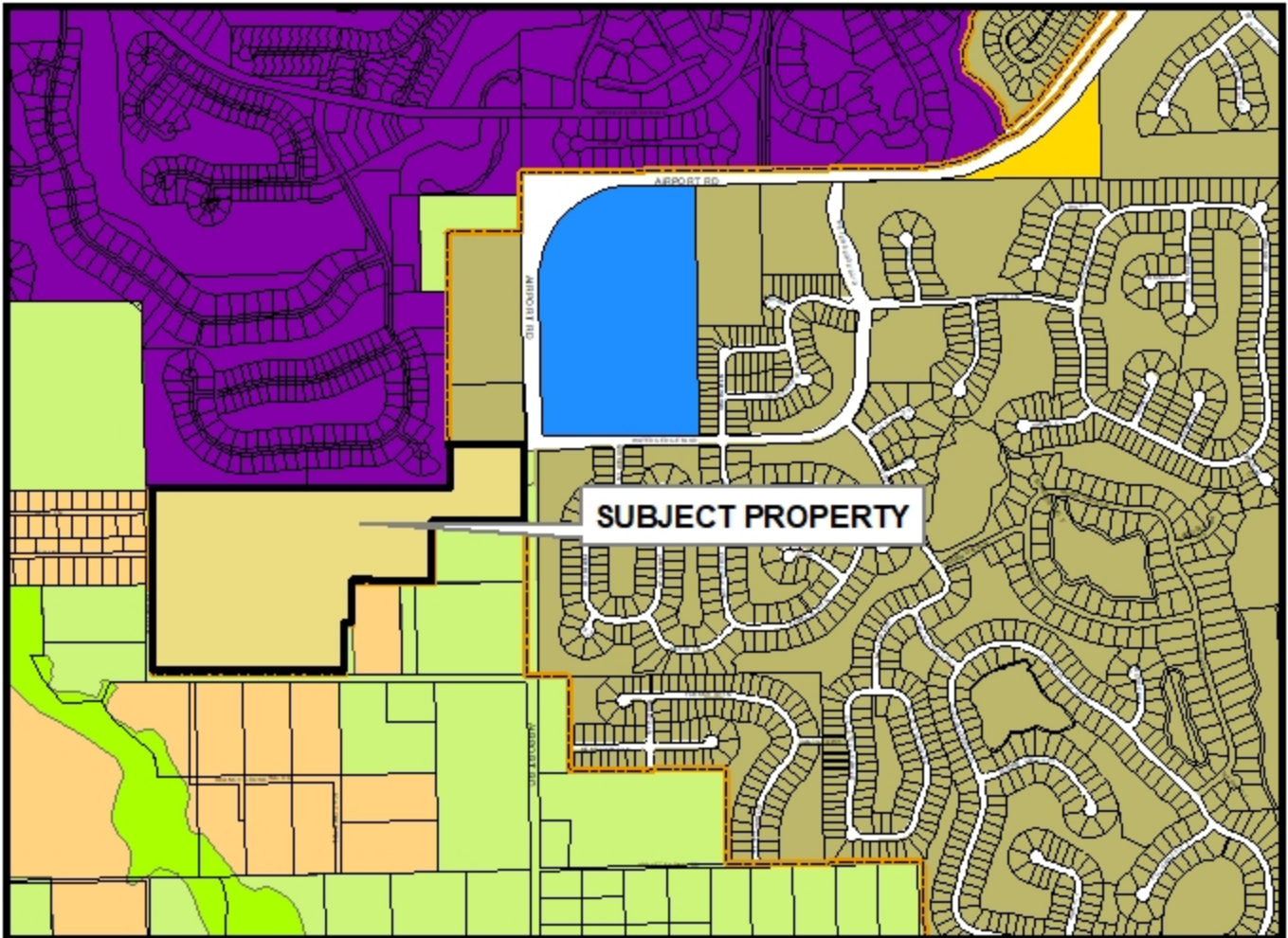
TOGETHER WITH






THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, TOGETHER WITH A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST LESS THAT PORTION IN CHARLES STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE S89°03'39"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 32 EAST, A DISTANCE OF 1257.11 FEET; THENCE DEPART SAID SOUTH LINE N00°35'58"W, 29.58 FEET TO THE NORTH RIGHT OF WAY LINE OF CHARLES STREET (PRESCRIPTIVE R/W WIDTH VARIES PER VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, DRAWING No. P26 1687-1-2) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES, S89°40'29"W, 69.18 FEET; THENCE N89°40'23"W, 99.89 FEET; THENCE N89°10'47"W, 100.01 FEET; THENCE S89°40'27"W, 100.00 FEET; THENCE N89°10'48"W, 100.00 FEET; THENCE N89°48'37"W, 99.94 FEET; THENCE N87°58'36"W, 61.07 FEET TO THE WEST LINE OF THE WESTERLY 660 FEET OF THE EASTERLY 1887 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, SAID SECTION 1; THENCE N00°37'28"W ALONG SAID WEST LINE 619.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE N89°11'50"E ALONG SAID NORTH LINE 694.68 FEET TO THE EAST LINE OF NORTHERLY 281.71' OF THE WEST 35 FEET OF THE EASTERLY 1227 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID SECTION 1; THENCE S00°41'29"E ALONG SAID EAST LINE 279.63 FEET; THENCE DEPART SAID EAST LINE S88°59'54"W, 64.90 FEET; THENCE S00°35'58"E, 351.92 FEET TO THE POINT OF BEGINNING.

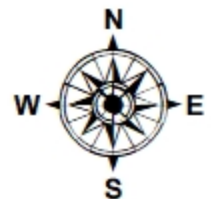
CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

EXHIBIT "2"



- | | |
|--|---|
|  Government/Public Use |  VC Agricultural |
|  Planned Unit Development |  VC Resource Corridor |
|  R-20SF Single Family Residential |  VC Planned Unit Development |
|  R-3L Multi-Family Residential |  VC Mobile Home |

Zoning Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT
Conventional Rezoning
CASE NO. REZONING-26-0001

REQUEST: Rezone ±56.53 acres from Volusia County A-1 (Prime Agriculture) and Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF.

APPLICANT: Paylin Acres, LLC

PROPERTY OWNERS: Andrea Baumann and Beth Anne Burnett; Joyce E Tumblin Trust; Stetson University Inc.

LOCATION: West side of Airport Road, north of Charles Street

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Penelope Cruz, Planning Manager (386) 506-5671

PLANNING COMMISSION: Recommended Approval 3-2 (February 26, 2026)

CITY COUNCIL: March 17, 2026

INTRODUCTION

The applicant, Paylin Acres, LLC, on behalf of the property owners, has submitted a request to rezone approximately 56.53 acres consisting of 52.96 acres of Volusia County A-1 (Prime Agriculture) and 3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF. The subject property is located on the west side of Airport Road, north of Charles Street (Figure 1 – Page 2). If the rezoning is approved, the developer, Paytas Homes, intends to submit a development application for a 50-lot single-family residential subdivision.

The subject property was annexed into the City of Port Orange at the City Council meeting held on June 17, 2025. During the public hearings for the annexation, the applicant acknowledged that, upon approval of the annexation, the property would require the assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. In October 2025, the City Council did not approve applications for a Future Land Use (FLU) Amendment and Planned Unit Development (PUD) Rezoning for a proposed 113-unit single-family home development.

According to the Land Development Code (LDC), when a rezoning application is denied by the City Council, a subsequent application for a similar rezoning on any portion of the same parcel may not be submitted for a period of 12 months from the date of denial, unless specifically authorized by the City Council. A prior rezoning request for this property as a Planned Unit Development (PUD) was denied; however, the applicant is now requesting a different zoning designation. The current request is to rezone the property to the City's conventional R-20 Single-Family zoning district. Because the

current request is for a different zoning classification than the previously denied PUD, this rezoning request is not considered a similar rezoning request under the Code, and a new application may be submitted within the 12-month period.

If the rezoning is approved, at a later date, the applicant will be required to submit detailed subdivision plans that comply with all current City subdivision requirements in the LDC and City Standard Construction Details, and applicable State and regional permitting requirements from St. Johns River Water Management District (SJRWMD), Department of Environmental Protection (DEP), and Volusia County. The subdivision plans cover grading, stormwater drainage, landscaping (including the type and location of trees and shrubs), stormwater pipe sizing and placement, building locations, water and sewer lines, roadways, sidewalks, parking lots, off-site improvements, and other development requirements. A typical plan set is 30 to 75 pages of technical documents, signed and sealed by a licensed engineer, containing extensive engineering and construction details.

At the time conventional rezoning is requested, detailed subdivision plans are not required and often have not yet been prepared. In this case, the applicant has indicated that they have not yet finalized the detailed subdivision plans, as the applicant wants to know if the requested rezoning and Comprehensive Plan amendment will be approved.

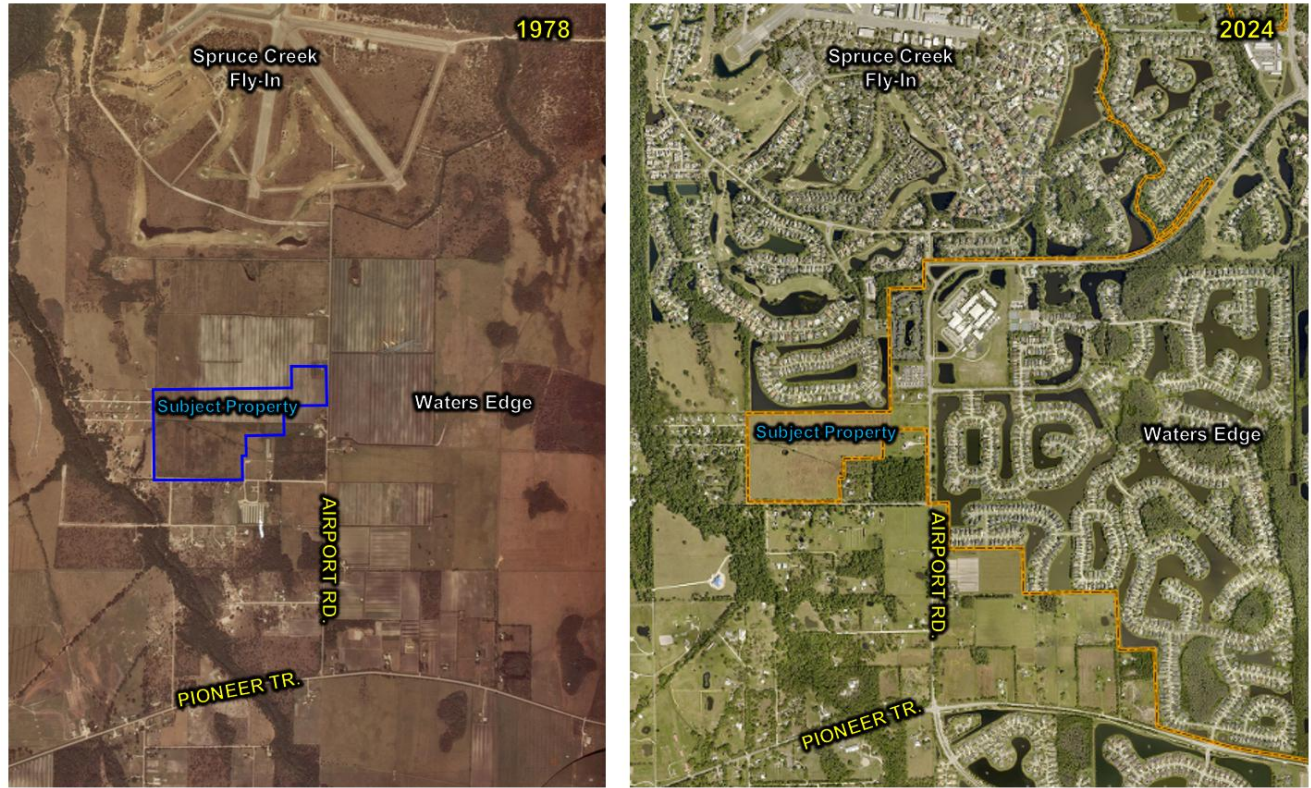
Figure 1. Location Map



OVERVIEW OF THE SUBJECT PROPERTY

The subject property has frontage along Airport Road, Charles Street, and Russell Road, all maintained by Volusia County. The majority of the property is currently cleared, vacant pastureland, with a single-family home, detached garage, and pole barn located at the northeast corner of the subject property. Based on aerial imagery available to staff, the ±56.53-acre property has been cleared pastureland since at least late 1978 (see Figure 2).

Figure 2. Aerial Images of the Subject Property in 1978 and 2024



CURRENT LAND USES, FUTURE LAND USE DESIGNATIONS AND ZONING CLASSIFICATIONS, AND DENSITY OF PROPERTIES ADJACENT TO THE SUBJECT PROPERTY:

According to the Land Development Code (LDC), the proposed R-20SF single-family residential zoning district is intended to serve as a transitional zone between rural low-density areas and medium/high density areas, both to protect agricultural pursuits and rural residences as well as to provide for desirable suburban residential densities. The R-20SF zoning district requires a minimum lot width of 100 feet and a minimum lot area of just under one-half acre. Examples of existing subdivisions in Port Orange that are zoned R-20SF include Broken Bow Estates and the Winter Park Subdivision, both located off Central Park Boulevard.

The current and proposed Future Land Use (FLU) designations for the subject property and the properties adjacent to the subject property are identified in Exhibit 1.

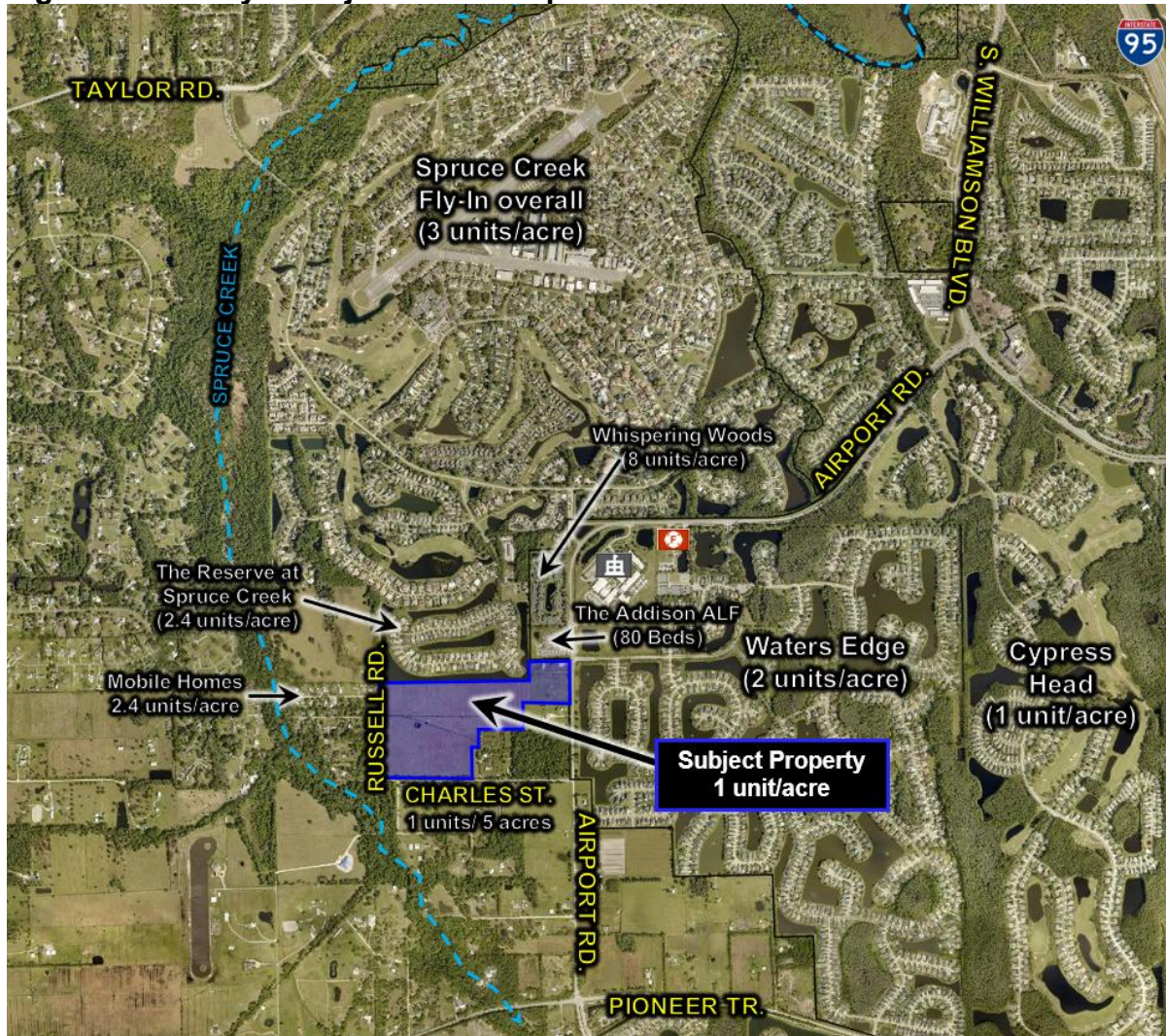
The current and proposed zoning classification for the subject property and properties adjacent to the subject property are identified in Exhibit 2.

The current land uses, Future Land Use (FLU) designations, and zoning classifications for the properties adjacent to the subject property are summarized below in Table 1 and the density for the properties adjacent to the subject property are summarized in Table 1 and shown on Figure 3.

Table 1. Current Land Uses, FLU Designations, Zoning Designations, and Density of Properties Adjacent to the Subject Property

Direction	Current Land Use	FLU Designation	Zoning District	Density
North	The Reserve at Spruce Creek Single-Family Home Subdivision	Volusia County <i>Urban Low Intensity</i> (0-4 units /acre)	Volusia County Planned Unit Development	2.4 units per acre
	The Addison Assisted Living Facility	City of Port Orange <i>Office/Residential Transition</i>	City of Port Orange Planned Unit Development	80 bed facility
South	Charles Street - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Single-family homes	Volusia County <i>Agriculture Resource</i> (1 unit/10 acres) and <i>Rural</i> (1 unit/5 acres)	Volusia County MH-3 Rural Mobile Home, A-1 Prime Agriculture, A-2 Rural Agriculture	1 unit per 5 acres
East	Airport Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Waters Edge Single-Family Home Subdivision	City of Port Orange <i>Rural Transition</i> (0-2 units/acre)	City of Port Orange Planned Unit Development	2 units per acre
West	Russell Road - Volusia County Right-of-Way	Volusia County Right-of-Way	Volusia County Right-of-Way	N/A
	Mobile homes	Volusia County <i>Rural</i> (1 unit/5 acres) and <i>Agriculture Resource</i> (1 unit/10 acres)	Volusia County MH-6 Urban Mobile Home Subdivision and A-1 Prime Agriculture	2.4 units per acre

Figure 3. Density of Adjacent Development



R-20SF Dimensional Requirements

The dimensional requirements in the LDC for a single-family home lot in the R-20SF zoning district are provided below in Table 2. According to the LDC, the R-20 Single-Family Residential Zoning District is intended to function as a transitional zoning category between rural, low-density areas and medium- to higher-density residential areas. Its purpose is to help protect existing agricultural uses and rural residences while also allowing for appropriate residential densities.

Table 2. Dimensional Requirements for the R-20SF Zoning District

Minimum Lot Width	Minimum Lot Area	Maximum Lot Impervious Surface Coverage	Minimum Lot Open Space	Front Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
100 ft.	20,000 sq.ft.	40%	60%	30 ft.	10 ft.	25 ft.	35 ft.

Transportation

The applicant’s traffic engineering consultant, LTG Engineering & Planning (LTG), prepared a Traffic Memorandum evaluating the potential impacts of rezoning the subject property. Based on the memorandum, if the rezoning is approved and the proposed 50-lot single-family subdivision is developed under the R-20 zoning designation, the project is anticipated to generate approximately 38 AM peak hour trips (7:00 AM to 9:00 AM), 49 PM peak hour trips (4:00 PM to 6:00 PM), and 455 average daily trips onto the surrounding roadway network.

The full extent of the development’s impact on the surrounding road network will not be known until a traffic concurrency review is completed as required with the review of final subdivision plat and plan for the subject property. At the time the final subdivision plat and plans are submitted, an updated traffic study will need to be prepared to review how the traffic from the proposed subdivision will affect the existing surrounding roadways and identify any roadway improvements that may be necessary. The study will also take into account recently completed projects and projects currently under construction in the area (I-95 & Pioneer Trail Interchange), as these may alter travel patterns and affect traffic volumes on the surrounding roadway network.

As with all new developments within the city, the developer of this project may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City and Volusia County. This agreement may include requirements to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

According to the latest traffic counts for Williamson Boulevard, Airport Road, and Pioneer Trail, there is currently capacity to accommodate the estimated 455 daily vehicular trips from a 50-lot single-family development of the subject property (Table 3).

Table 3. Roadway Capacities for Roadways Adjacent to Subject Property

Road	Location	Volume	Capacity	V/C Ratio*	Remaining Capacity
Airport Road	Williamson Blvd. to Pioneer Tr.	6,950	32,600	0.21	79%
Airport Road	Pioneer Tr. to Luna Bela Ln.	4,850	34,230	0.14	86%
Pioneer Trail	Airport Rd. to Turnbull Bay Rd.	7,200	13,640	0.53	47%
Pioneer Trail	Tomoka farms Rd. to Airport Rd.	5,550	13,640	0.41	59%
Williamson Boulevard	Airport Rd. to Spruce Creek Bridge	25,000	37,970	0.66	34%
Williamson Boulevard	Spruce Creek Bridge to Taylor Rd.	25,000	37,970	0.66	34%

* Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Source: Volusia County Traffic Engineering (2022 data is the current available data from Volusia County).

According to LTG's analysis, only the segment of Pioneer Trail between Airport Road and Turnbull Bay Road is projected to exceed the adopted level of service (LOS) standards due to traffic generated by approved developments along Pioneer Trail in Port Orange and New Smyrna Beach, including a future development on the subject property. These projects are expected to contribute additional traffic volume to this roadway segment.

Depending on the timing of construction and completion of the developments in New Smyrna Beach and Port Orange along Pioneer Trail, capacity along Pioneer Trail may become constrained. As with all new developments within the city, the developer of this project may be required to construct or financially contribute toward planned roadway and intersection improvements to mitigate traffic impacts.

Open Space, Tree Preservation, Landscaping, and Buffers

If the rezoning request is approved, future development of the subject property must comply with all the landscaping, tree preservation, and open space requirements in the LDC. These requirements will be formally reviewed during the submission and review of the final subdivision plat and construction plans to verify compliance.

- Tree Preservation: Minimum of 15% or 8.48-acres of the 56.53-acre property will be set aside to protect existing trees.
- Open Space on Individual Lots: Minimum of 60% private open space is required for each lot. There is no overall subdivision or common open space required with any of the city's single-family conventional zoning districts.
- Specimen Trees: Initial site data shows that there are 43 specimen trees. The LDC requires that a minimum of 34 of the 43-specimen trees be preserved.
- Perimeter Landscape Buffers: A 10-foot-wide landscape buffer is required along all local roads (Russell Road, Charles Street) and a 20-foot-wide buffer is required along arterial roads (Airport Road). A landscape buffer is not required along property lines that abut other single-family zoned properties with similar density.

Potable Water, Sanitary Sewer, and Reclaimed Water

- Future development of the subject property will be served by the existing City's potable water, sanitary sewer, and reclaimed water located within the Airport Road right-of-way.
- Necessary improvements to infrastructure related to potable water, sanitary sewer, and reclaimed water will comply with the requirements of the City's Land Development Code (LDC).

Stormwater Management

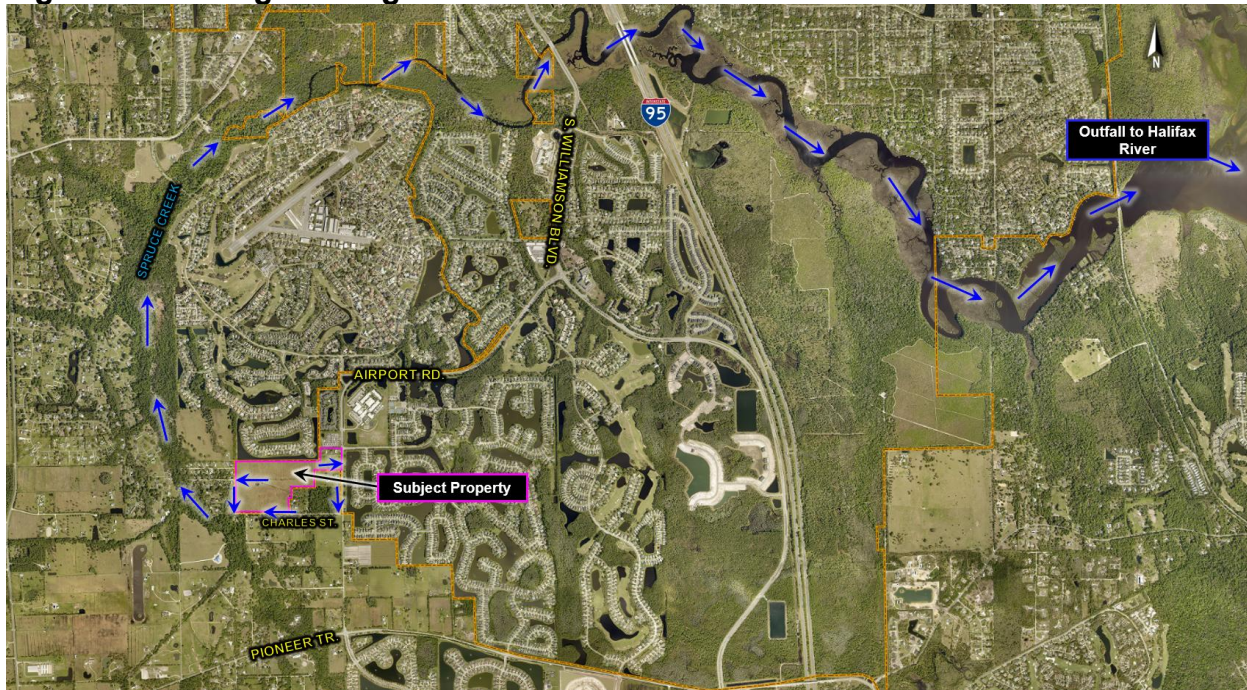
The City's Comprehensive Plan and Land Development Code (LDC) requires that stormwater conditions following development maintain the same performance as pre-development conditions. Specifically, the subject property must retain its existing capacity to store stormwater on-site, and development may not result in any increase in stormwater discharge volume or peak discharge rate to the regional drainage system. Any future development associated with the requested rezoning will be required to

demonstrate, through detailed stormwater design and permitting, that post-development runoff characteristics do not exceed those of the current undeveloped condition

In addition to complying with the City's LDC, the subject property will be required to meet all applicable State and regional permitting requirements for stormwater management, including those of the St. Johns River Water Management District (SJRWMD), the Department of Environmental Protection (DEP), and Volusia County, prior to any development on the subject property.

Currently, stormwater on the undeveloped subject property is partly absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County maintained roadway swales along Charles Street, Russell Road, and Airport Road. From there, it flows toward a County-maintained swale at the southwest intersection of Charles Street and Russell Road, then into Spruce Creek, and ultimately discharges into the Halifax River.

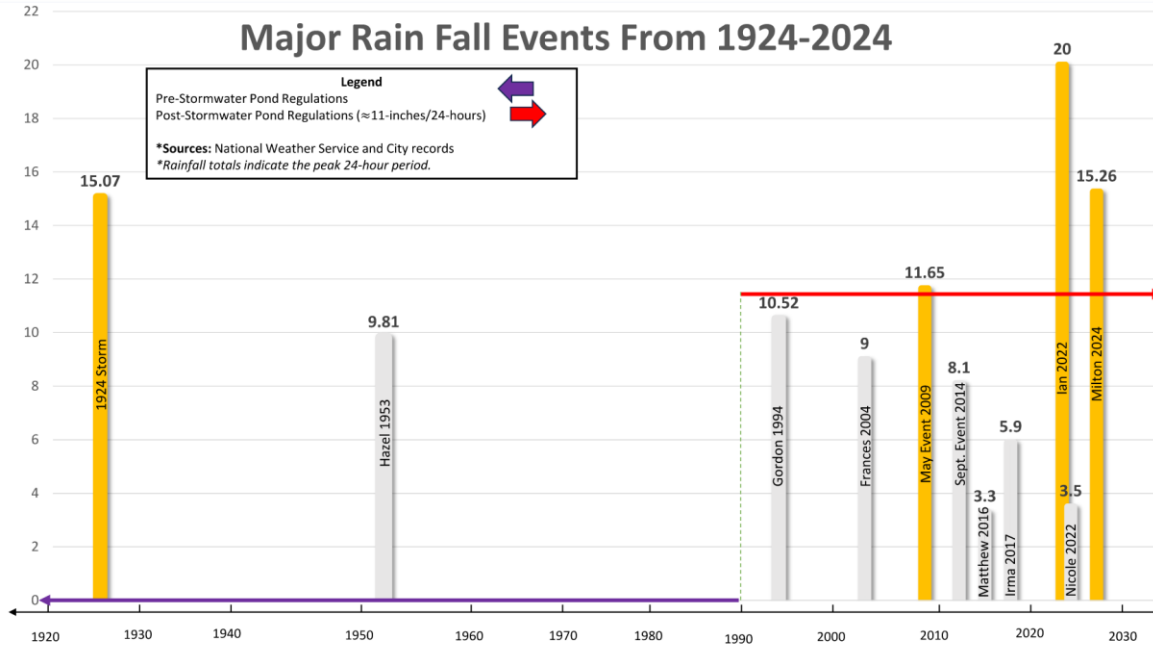
Figure 5. Existing Drainage Pattern



Development of the subject property will increase the amount of impervious surface area, including rooftops, roadways, and driveways. As impervious area increases, less stormwater can infiltrate into the ground or temporarily collect in existing depressions and ditches. To comply with City stormwater management requirements, the site will be designed with a system of interconnected stormwater ponds equipped with outfall control structures. These facilities are intended to hold and gradually release stormwater so that post-development discharge volume and peak discharge rates to the public drainage system do not exceed those of the current undeveloped condition. The stormwater system must be capable of managing runoff from major storm events, including rainfall events up to 11 inches within a 24-hour period. Historical data from the

National Weather Service and the City of Port Orange indicate that, over the last 100 years (1924–2024), four rainfall events have exceeded this 11-inch, 24-hour threshold (see Figure 6).

Figure 6. Major Rain Fall Events From 1924 - 2024



Source: National Weather Service and City of Port Orange

As required by the LDC, any future development of the subject property must include a stormwater system with retention ponds and control structures to capture and treat runoff before discharge into the existing roadway swales along Charles Street, Russell Road, and Airport Road. From there, stormwater will follow the existing drainage path into the Halifax River, consistent with how the subject property drains as this time.

As required by the LDC, the stormwater system for this property will need to be designed to temporarily store stormwater on site in a series of stormwater ponds and then slowly release stormwater into the public drainage swales along Airport Road, Charles Street, and Russell Road. The system must be engineered so that during a design storm event, the amount and discharge rate of water leaving the site will not be greater than what currently drains from the property in its undeveloped state.

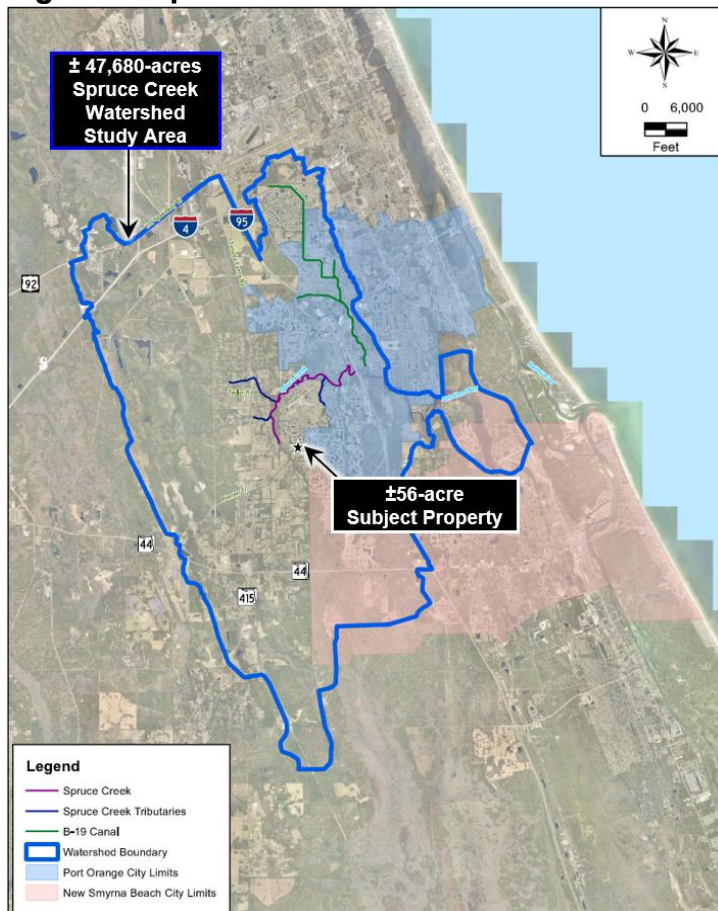
In addition to limiting how much volume of stormwater leaves the site, the LDC also limits how quickly stormwater can drain off the property, referred to as the rate of discharge. For example, during a design storm event (about 11 inches of rain in 24 hours), the site cannot release water any faster, at its peak, than it does today in its natural undeveloped state. To meet this requirement, the stormwater ponds on the subject property will need to be built large enough and with outfall control structures to slow the flow of stormwater leaving the subject property before it enters the public drainage system along Airport Road, Charles Street, and Russell Road.

The 56.53-acre subject property is located within the boundary of the Spruce Creek Watershed Study area. The study area is approximately 47,680 acres; therefore, the subject property represents less than 0.12 percent of the total watershed study area.

The Spruce Creek Watershed Study is currently being prepared by Halff Engineering Firm on behalf of Volusia County. The purpose of the study is not to propose flood mitigation solutions, but rather to evaluate existing hydrologic conditions and analyze how water flows throughout the watershed under current conditions. Upon completion, the study will serve as a supplemental technical resource to assist staff in evaluating potential drainage impacts, in conjunction with existing stormwater regulations and required site-specific engineering review.

According to Volusia County, the study will be completed in two phases. Phase I focuses on the sub-basin served by the B-21 Canal, with completion anticipated in April 2026. Phase II will address the remainder of the watershed, excluding the B-19 Canal, with completion anticipated in late 2026. The subject property is located within Phase II. The City of Port Orange is currently coordinating with the County's consultant on a separate analysis of the B-19 Canal system. The City of Port Orange is currently coordinating with the County's consultant on a separate analysis of the B-19 Canal system.

Figure 7. Spruce Creek Watershed Location Map



Schools

The Volusia County School District reviewed the proposed rezoning and the applicant's application for a school capacity review for a proposed 50-lot single-family home subdivision, to assess potential impacts on school capacity. Based on their analysis, the School District determined that there is adequate capacity to accommodate the estimated 13 students expected to be generated by a proposed 50-lot single-family home subdivision (see Exhibit 3).

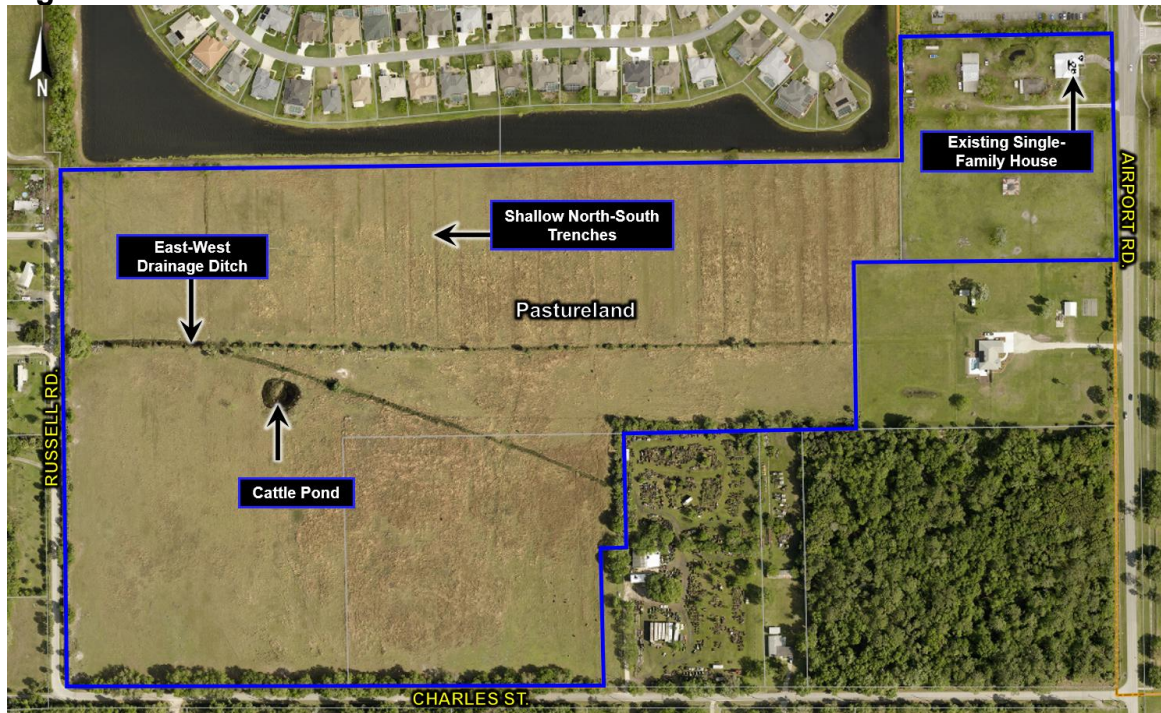
ENVIRONMENTAL CONDITIONS

In July 2024, an environmental analysis was prepared for the subject property by Young Bear Environmental (YBE) Consulting. Prior to any development on the subject property all federal, state, regional, and local environmental protection regulations will need to be met, addressed, or mitigated.

According to the 2024 analysis the 56.53-acre subject property has the following environmental conditions:

- The property consists of cleared, improved pastureland with generally flat topography and a slight east-to-west slope, containing man-made agricultural drainage features including shallow north-south trenches, an east-west drainage ditch, and a cattle pond.
- The only surface waters on-site are the man-made agricultural ditches and a cattle pond.

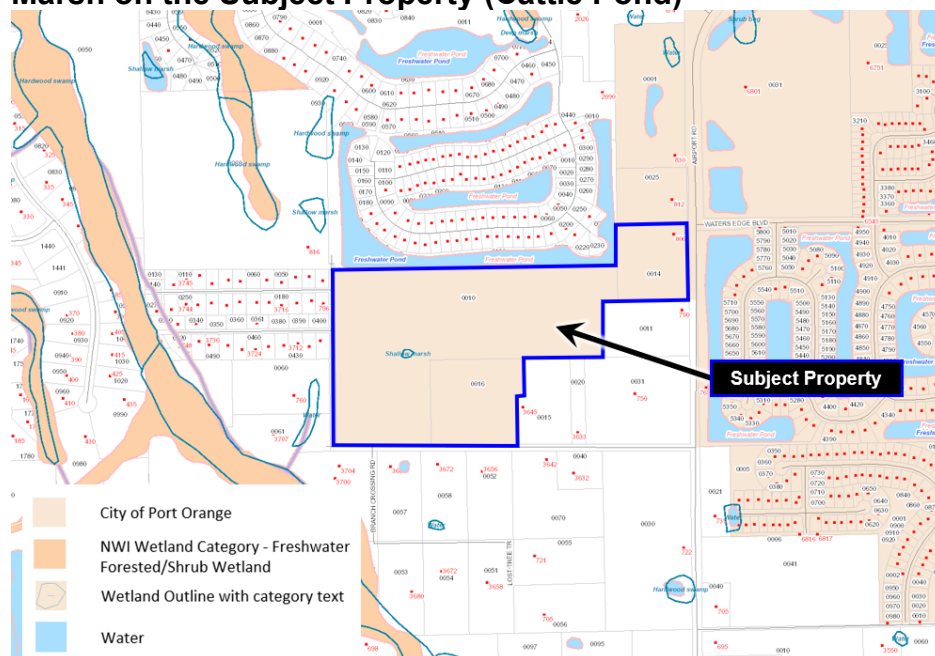
Figure 8. Current Environmental Conditions



- No wetlands were identified on the subject property. According to YBE, the determination that wetlands are not on the subject property was based on field surveys, review of aerial imagery, and consultation with state and federal wetland databases, following standard protocols for identifying hydric soils, wetland vegetation, and hydrologic indicators.
- Vegetation consists mainly of native grasses and plants (e.g. Bahiagrass and Broom Sedge).
- One potentially occupied gopher tortoise burrow was observed and was the only protected species confirmed on site. Prior to any development on the subject property a complete gopher tortoise survey will be required within 90 days prior to construction. If the removal of gopher tortoises is needed, a Florida Fish and Wildlife Commission permit and mitigation payment will be required prior to removal.

The YBE environmental analysis includes a review of the Volusia County wetland map obtained from the County's website, which indicates that no jurisdictional wetlands are identified within the boundaries of the subject property. Although mapped wetland features are present west of the site, none are shown on the subject parcel. Based on this mapping and other data collected by YBE, the assessment concludes that the property does not contain jurisdictional wetlands and that no wetland impacts are anticipated with future development. Figure 9 depicts the Volusia County wetland data, which identifies a single shallow marsh feature in the vicinity of the existing man-made cattle pond.

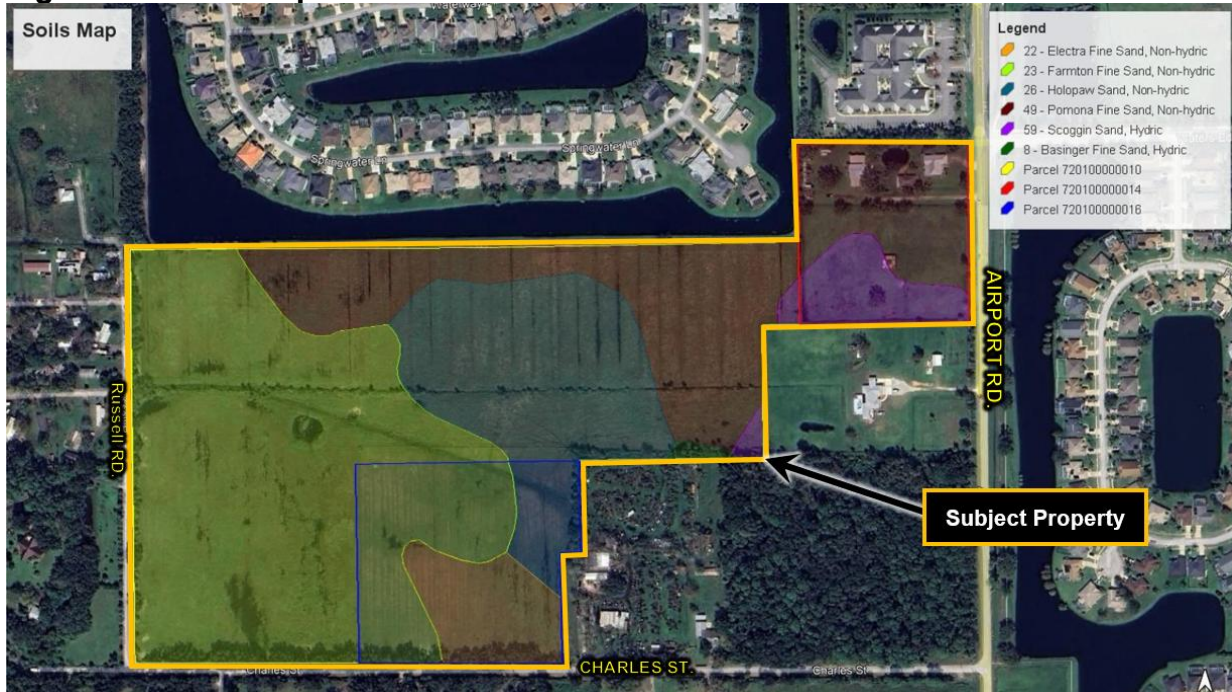
Figure 9. Volusia County Wetland Mapping Showing One Man-Made Shallow Marsh on the Subject Property (Cattle Pond)



Source: Volusia County Geographic Information Services (GIS)

The soils map (Figure 10) included in the YBE environmental analysis indicates that the subject property is comprised primarily of upland and non-hydric soil types. In addition to the soils mapping, YBE conducted field surveys, reviewed aerial imagery, and consulted state and federal wetland databases. Based on this combined analysis and application of standard wetland identification criteria, the report concludes that no wetlands were identified on the property.

Figure 10. Soils Map



Source: Young Bear Environmental (YBE) Consulting, July 2024 Environmental Assessment Report

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Comprehensive Plan Amendment (Case No. CPAM-26-0001) is being processed concurrently with the proposed rezoning to update the Future Land Use (FLU) Map for the ±56.53-acre site. The amendment would change the property from ±52.96 acres of Volusia County *Agriculture Resource* (1 unit/10 acres) and ±3.57 acres of Volusia County *Urban Low Intensity* (0–4 units/acre) to City of Port Orange *Rural Transition* (0–2 units/acre).

The proposed rezoning is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The *Rural Residential* FLU designation is appropriate for this subject property because it is located near a Spruce Creek tributary and is positioned between rural lands and areas of higher density/intensity, meeting the locational criteria established in the Comprehensive Plan.

PUBLIC NOTICE

Public Notice signs were posted on the subject property on Wednesday, February 4, 2026. As of the posting of this agenda, staff has received phone calls or emails from five (5) individuals requesting general information about the proposed rezoning. The primary concerns raised included avoiding vehicular access onto Charles Street or Russell Road, and potential drainage impacts.

RECOMMENDATION

Based upon meeting the review criteria for a conventional rezoning request as outlined in this report, approval is recommended for the request to rezone ±52.96 acres from Volusia County A-1 (Prime Agriculture) and ±3.57 acres from Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – School District Review Letter

Exhibit 1

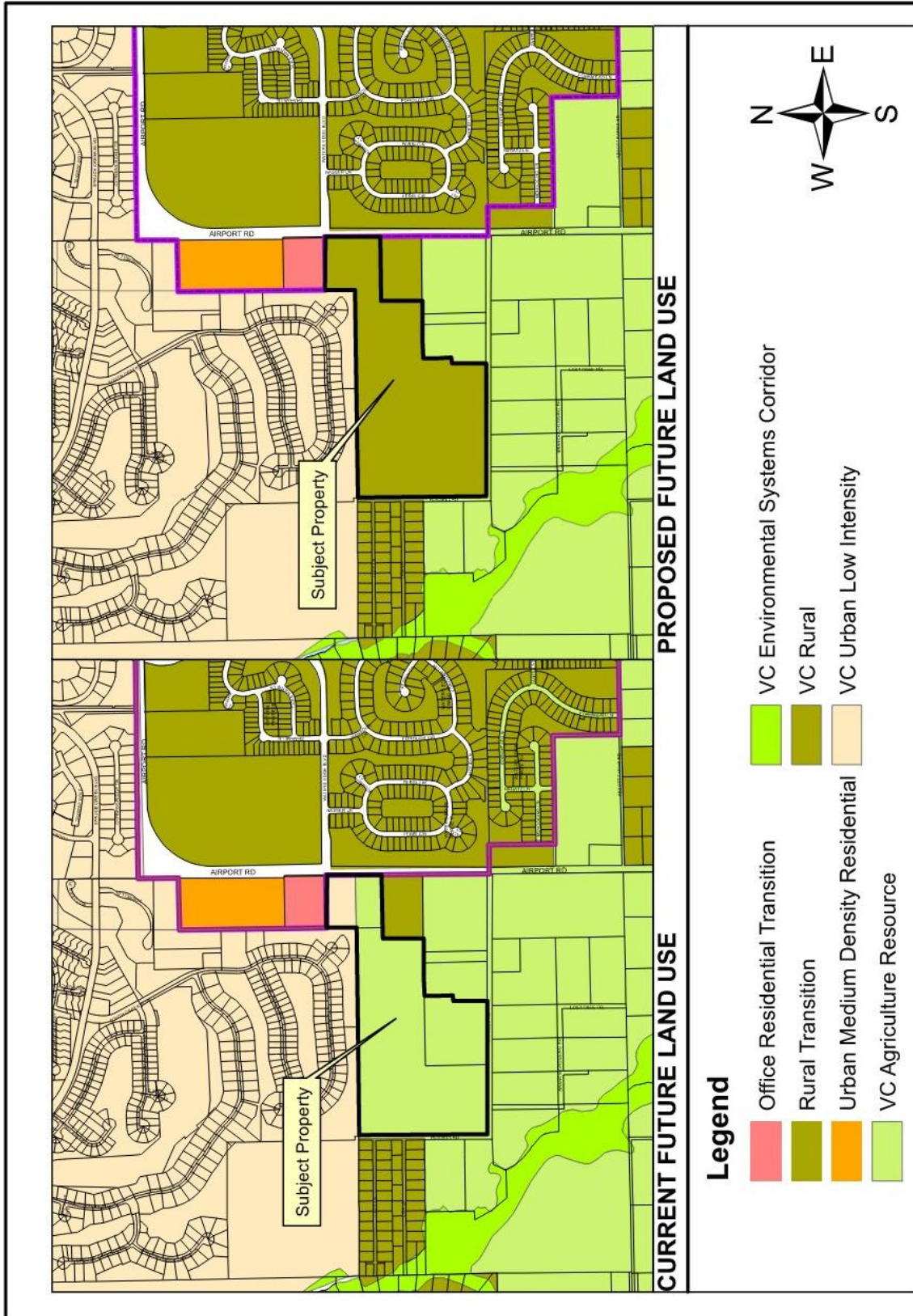


Exhibit 2

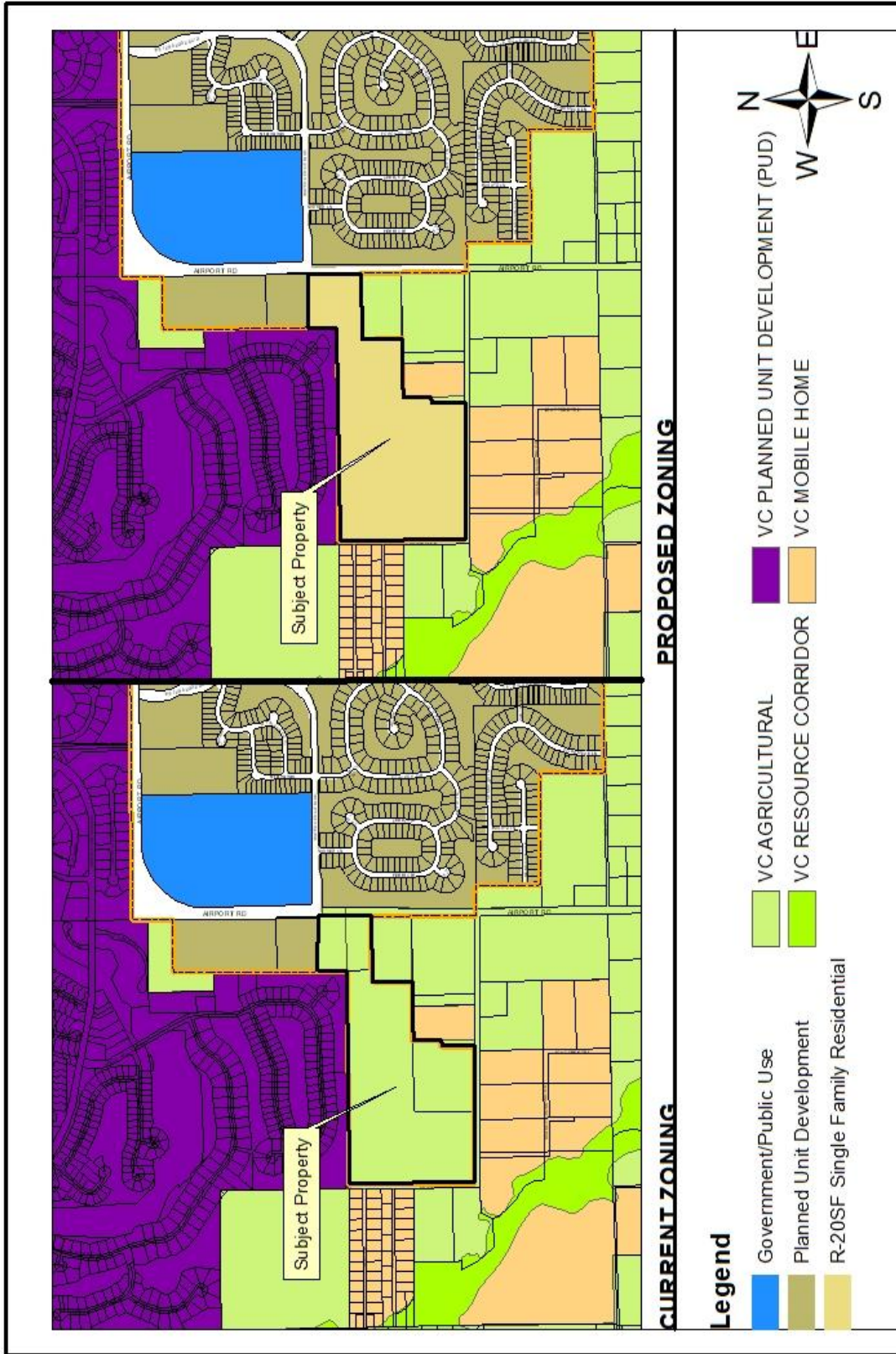




EXHIBIT 3

School Board of Volusia County

Mr. Ruben Colón, Chair
Ms. Krista Goodrich, Vice Chair
Ms. Jamie M. Haynes
Mrs. Jessie Thompson
Ms. Donna Brosemer

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Adequate Capacity Determination Finding of Adequate Capacity Letter

January 27, 2026

Mr. A. Joseph Posey Jr, Esq
Storch Law Firm
420 S Nova Rd
Daytona Beach, FL 32114

RE: Legacy Acres f.k.a. Vintage Acres – City of Port Orange
School Concurrency Case # 25-07-24-001-A Amended

Mr. Posey:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff have reviewed the amended school concurrency application for the proposed project now known as Legacy Acres, associated with 56.5 +/- acres of property. The property is located at or near the intersection of Airport Rd and Charles St within Port Orange city limits. Information provided in the amended application indicates the proposed project would now provide fifty (50) single family units.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate thirteen (13) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	50	13
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		50	13

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2025/26 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Cypress Creek Elementary	716	107%	No	6
Creekside Middle	1,146	105%	No	3
Southeast CSA (New Smyrna Beach High)	1,727	107%	No	4
Other				0

The student projections generated by this project will increase the existing percentage above 100% permanent capacity at all school levels. However, these projected increases will remain below the 115% level of service (LOS) standard at the elementary and middle school levels and 120% LOS at the high school level. Based on this, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and multi-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the currently assigned schools.

Should you need additional information, please contact me at (386) 734-7190, ext. 50802.

Sincerely,



James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Patricia S. Smith, AICP, Planning Coordinator
Penelope Cruz, AICP, Planning Manager, City of Port Orange



Finding of Adequate School Capacity

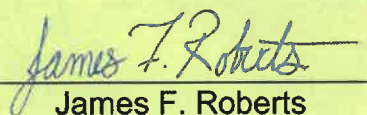
VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Legacy Acres
VCSB Project #	25-07-24-001-A
Jurisdiction Project #	
Parcel ID Numbers	7201-00-00-0010; 7201-00-00-0014; 7201-00-00-0016
Project Location	Airport Rd and Charles St
Potential Residential Units	50 Single Family Homes
Property Owner/Applicant	A. Joseph Posey Jr, Esq Storch Law Firm

Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.


James F. Roberts
Specialist, Planning & GIS

January 27, 2026
Issue Date



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. 2026-3: – Conventional Rezoning to R-20SF (Case No. REZONING-26-0001)

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

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

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

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

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

The applicant is requesting to rezone approximately 56.53 acres consisting of 52.96 acres of Volusia County A-1 (Prime Agriculture) and 3.57 acres of Volusia County A-2 (Rural Agriculture) to City of Port Orange R-20SF. The subject property is located on the west side of Airport Road, north of Charles Street. If the rezoning is approved, the developer, Paytas Homes, intends to submit a development application for a 50-lot single-family residential subdivision.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (I20) First Reading - Ordinance No. 2026-4 - LDC Amendment/Chapters 2 and 16 - Outdoor Donation Bins & Temporary Storage Containers (Case No. DCAM-2026-0001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-4.

SUMMARY: Planning Commission Recommendation (2/26/26): Recommended Approval 5-0

Staff have been updating the Land Development Code (LDC) in phases over the past several years. The proposed amendments in this package are intended to enhance the existing Code as part of the City's ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including regulations for outdoor donation bins and temporary storage containers.

CHAPTER 2 — DEFINITIONS AND INTERPRETATIONS AND CHAPTER 16 — MISCELLANEOUS REGULATIONS

The proposed amendment to Chapter 16 of the Land Development Code (LDC) establishes clear, consistent, and enforceable standards for outdoor donation bins, replacing the previous practice of classifying them as part of a "service area." Service area requirements in the LDC apply to mechanical equipment (HVAC units, meters, etc.) and elements that serve or are associated with a principal building use (dumpsters, tanks, etc.). Because donation bins are typically operated by separate organizations and are not an accessory to a principal building, staff is proposing specific requirements for donation bins.

Without regulations for the placement or maintenance of outdoor donation bins, bins can become unsightly, attract illegal dumping, create traffic or pedestrian hazards, and accumulate trash. Establishing requirements helps ensure bins are safe, accessible, and well-maintained. The following outdoor donation bins would not be permitted if the amendment is approved.



Example of existing donation bins that do not comply with proposed requirements

The amendment adds a definition for “donation bin” and establishes standards addressing location, size, appearance, number, operation, and maintenance. The regulations are designed to improve aesthetics, public safety, ensure site functionality, and provide clear enforcement mechanisms. Key provisions of the amendment include:

- **Permitted Locations:** Donation bins are permitted only on approved, developed, and occupied non-residential sites within commercial and industrial zoning districts, as well as on sites of nonprofit organizations and houses of worship.
- **Prohibited Locations:** Donation bins would not be permitted on residentially zoned properties, unoccupied sites, or within the Port Orange Town Center Community Redevelopment Area.
- **Quantity Limits:** One bin per parcel under five acres; two bins per parcel five acres or larger.
- **Placement & Safety Standards:** Bins must be located on paved surfaces, may not obstruct required parking, access drives, loading areas, or fire lanes, and must be securely anchored.
- **Setbacks:** Minimum 100-foot setback from residential uses or zoning districts and arterial roadways.
- **Size & Appearance:** Limited to 35 square feet in area and 7 feet in height; must be earth-tone or pastel in color.
- **Operation & Maintenance:** Items must be fully contained within the bin; no outdoor storage or processing permitted. Property owners and permit holders are jointly responsible for maintenance and compliance.
- **Signage:** Limited informational signage is permitted; no off-site commercial advertising allowed. Required charitable registration signage must comply with Florida Statutes.

The amendment would require City approval before any donation bin is placed. Applicants must submit a site plan or scaled drawing, bin specifications, and written property owner consent. Approval would be issued through a city permit.

Staff reviewed existing donation bins throughout the city and found that most do not meet the proposed standards. If adopted, existing bins would be required to obtain a permit and demonstrate compliance or be removed. This amendment provides a clear

regulatory framework to ensure donation bins are appropriately located, maintained, and compatible with surrounding development.

CHAPTER 16 — MISCELLANEOUS REGULATIONS

The proposed amendment to the Land Development Code (LDC) establishes regulations for temporary storage containers (e.g., PODS) on non-residential properties, which are not currently addressed in the LDC. These containers are commonly used during construction, renovation, tenant improvements, repairs, or damage restoration to store furniture, equipment, tools, and materials.

The LDC currently has no specific standards for temporary storage containers on non-residential properties associated with construction and renovation projects. Under the proposed amendment, temporary storage containers would be permitted only in association with active building permits or approved site improvements. Containers would be allowed for the duration of the permit and must be removed prior to issuance of a Certificate of Occupancy, Certificate of Completion, or final inspection. The Administrative Official, (defined in the Code of Ordinances as any department head reporting to the City Manager) may grant approval for unique circumstances or extensions when warranted. This amendment provides consistent standards for temporary storage containers on non-residential properties while ensuring compliance with construction and site improvement regulations.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2026-4	Ordinance 2026-4.pdf
2.	STAFF REPORT - DCAM-26-0001	STAFF REPORT - DCAM-26-0001.pdf
3.	Business Impact Estimate - DCAM-26-0001 - ORD 2026-4	Business Impact Estimate - DCAM-26-0001 - ORD 2026-4.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 02/27/2026
Approved - 02/27/2026
Approved - 03/09/2026
Final Approval - 03/10/2026

ORDINANCE NO. 2026-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 2 DEFINITIONS AND INTERPRETATIONS AND CHAPTER 16 MISCELLANEOUS REGULATIONS, RELATING TO OUTSIDE STORAGE, ESTABLISHING STANDARDS FOR OUTDOOR DONATION BINS, AND ESTABLISHING STANDARDS FOR TEMPORARY STORAGE CONTAINERS ON NON-RESIDENTIAL PROPERTIES ASSOCIATED WITH CONSTRUCTION AND RENOVATION PROJECTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 DEFINITIONS AND INTERPRETATIONS
Section 2: - Definitions.

Donation bin. Any stationery or free-standing container, receptacle or similar device that is located outdoors on any property within the city and is used for the collection of donated items, such as clothing, books, shoes or other non-perishable personal property.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 16, Section 1 of the Land Development Code, to read as follows:

Chapter 16 MISCELLANEOUS REGULATIONS

Section 1: Accessory uses and structures.

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

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

(1) *Residential uses.*

- (a) Outside storage of materials and equipment shall be restricted to the rear yard area and screened by an opaque fence or hedge so that such materials are not visible from any public right-of-way or adjoining lot.
- (b) Materials and equipment such as appliances, motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside. Additionally, unlicensed/unregistered, disabled, abandoned, or inoperable motor vehicles shall not be stored outside. Unlicensed/unregistered, disabled, abandoned or inoperable recreational vehicles or equipment (as defined in section 70-48 of this Code of Ordinances) shall not be stored outside unless awaiting repair and stored pursuant to section 70-48(h). This prohibition shall not apply to licensed/registered and operable motor vehicles, recreational vehicles and equipment and other such vehicles, which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.
- (c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the

building permit and shall be removed prior to the city's issuance of a certificate of occupancy or completion or final inspection, as applicable. The use of a temporary storage container may also be allowed for other site improvements or scenarios that may not require a permit if approved by the Administrative Official.

- (2) *Office uses.* Outside storage of equipment or materials shall not be permitted for office uses.
- (3) *Commercial uses.* Outside storage of equipment and materials shall be permitted only when associated with a commercial use and located in designated areas approved for such display as part of a development plan, or as part of a building permit, if the required right-of-way landscape buffer is provided. Additional restrictions are specified below.
 - (a) Storage of licensed and operable motor vehicles, boats, recreational vehicles, tractor trailers, storage trailers and other such vehicles shall be located out of view from any abutting rights-of-way, private streets, waterways and residential uses.
 - (b) Outdoor display and/or storage may be permitted in conjunction with special sales events such as those permitted under chapter 58, article III, Code of Ordinances, and other uses when permitted by special exception or approved as part of a development plan.
 - (c) Licensed and inoperable motor vehicles awaiting repair may be stored within screened areas on the site of motor vehicle repair facilities and motor vehicle service centers, provided that no such vehicle shall be stored for more than 28 consecutive days.
- (4) *Industrial uses.* Outside storage of equipment or materials shall be permitted for industrial uses, when in compliance with the following requirements.
 - (a) All storage areas shall be enclosed by an opaque wall, fence or landscaping of sufficient maturity, density and height to screen such areas from any public right-of-way or adjoining property.
 - (b) All equipment or materials shall be secured, if necessary, to withstand winds.
 - (c) Screening shall not be required around storage areas for operable motor vehicles and landscape materials.
 - (d) No licensed and inoperable motor vehicles shall be stored for a period exceeding 28 consecutive days within screened areas on the site of motor vehicle repair facilities and motor vehicle service centers.
- (5) Temporary storage containers (e.g. PODS) on non-residential sites shall only be allowed in relation to an improvement that has been issued a development permit. Said container shall only be permitted for the duration of the construction and shall be removed prior to the city's issuance of a certificate of occupancy, certificate of completion, or final inspection, as applicable. The use

of a temporary storage container may also be allowed for other site improvements or scenarios that may not require a development permit if approved by the Administrative Official.

(6) Outdoor donation bins. The requirements of this part apply to donation bins (or boxes) which function as accessory uses or structures, or other temporary structures when used for the purpose of collecting recyclable materials and/or re-sellable goods. In addition to any applicable zoning regulations, all donation bins allowed as accessory uses or structures under this part shall conform to the following requirements.

(a) No donation bin shall be placed in the City until approval from the City as provided in this section is obtained.

(b) In order to obtain approval for a donation bin to be placed in the City, a permit application shall be submitted with the following information:

1) A scaled drawing showing the location of the proposed donation bin and indicating the donation bin size and color, signage, and any other information deemed necessary to review the request.

2) The name, address and telephone number of the permittee.

3) Written consent of the property owner or legal designee to establish the donation bin in the requested location on form provided by the City.

(c) Following approval by the city for the placement of a donation bin, a donation bin shall not be relocated from the approved location to a different location on the site or a new site without obtaining a new permit from the city.

(d) A donation bin shall only be located upon improved, level, paved surfaces on an occupied non-residential building site in a commercial and industrial zoning district, or on a building site of a non-profit organization or house of worship, excluding any property located within the boundary of the Port Orange Town Center Community Redevelopment Area.

(e) No donation bin shall be permitted on any building site that is developed but unoccupied. If a building site becomes unoccupied due to a business relocation or closing after approval to place a donation bin, then the donation bin must be removed.

(f) A donation bin shall be located on an improved impervious surface and shall be anchored to such surface in such a manner that in the event of severe weather, the bin is not overturned or moved.

(g) A donation bin shall be removed from its permitted location within 24 hours of the issuance of a hurricane watch by a recognized governmental agency. The removal of a donation bin is the responsibility of the permittee and/or property owner. If not removed within this time period, the city may remove, store or dispose of the donation bin.

- (h) A parcel or lot that is less than five acres (5) in area shall be limited to one (1) donation bin and a parcel or lot that is five (5) acres or more in area shall be limited to two (2) donation bins.
- (i) A donation bin shall not be located in any of the following areas on a site:

 - (1) Required parking spaces;
 - (2) Public or private right-of-way;
 - (3) Drive aisles;
 - (4) Required landscaped areas or bufferyards;
 - (5) Intersection and driveway visual clearance zones;
 - (6) 100 feet from an arterial right-of-way
 - (7) Pedestrian circulation areas; or
 - (8) Within one hundred (100) feet from a single-family residentially zoned district.
- (j) The receiving door on a donation bin shall be oriented toward the interior of the parcel or lot and away from a public right-of-way.
- (k) No donation bin shall exceed 35 square feet in area and 7 feet in height.
- (l) Donation bins shall be painted with earth-tone or pastel colors, as defined by this code.
- (m) Notwithstanding the signage requirements of Florida Statutes § 496, as amended, a permittee may install additional informational or promotional signage on a permitted donation bin, subject to the following limitations:

 - (1) Additional signage may include non-commercial information regarding the permittee, operator, or benefiting nonprofit organization, as well as logos or messaging about donations. Such signage shall be allowed on no more than two sides of the donation bin, with one side being the front or depositing side.
 - (2) The total area of all additional signage on the bin shall not exceed four (4) square feet.
 - (3) Additional signage shall not obscure, cover, or interfere with the visibility of the statutorily required information, including the operator/permittee name, contact information, or required disclosure statements under Florida Statutes § 496.
 - (4) Donation bins shall not be used for off-site advertising of unrelated commercial activities.
- (n) A donation bin shall be maintained in a manner so as not to constitute a nuisance with regard to odor, noise, rust, or other environmental effects. The appearance of a donation bin shall at all times be maintained to be rust-free, properly painted, have legible signage, graffiti free.
- (o) No outdoor display or storage of materials shall be permitted. A donation bin shall be emptied immediately upon having items overflowing or not contained in the bin (i.e. on top of the bin, on the ground near the bin, or

placed on something near the bin rather than contained in the bin). No processing shall take place on-site. The permittee and property owner shall be individually and jointly responsible for abating and removing all overflowing material, garbage, trash, debris and other material in the area surrounding any donation bin.

(p) The owner of the donation bin, the permittee, and the owner of any private property upon which a violation of these regulations occur may be held jointly and individually liable and responsible for such violation.

[No change to subsection (f)]

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. DCAM-26-0001

LDC TEXT AMENDMENT / CHAPTERS 2, 14, 15, and 16

REQUEST:	To amend Chapters 2, 14, 15, and 16 of the Land Development Code (LDC) regarding donation bins, temporary storage containers, and colors as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 5-0 (February 26, 2026)
CITY COUNCIL:	March 17, 2026

INTRODUCTION:

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development, Ridgewood targeted businesses, tree preservation, entertainment districts, home based businesses, docks and boathouses, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments in this package are intended to enhance the existing Code as part of the City’s ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including regulations for outdoor donation bins, temporary storage containers, the method for determining whether a color qualifies as an earth tone or pastel, and clarification of color regulations for murals.

CHAPTER 2 - DEFINITIONS AND INTERPRETATIONS AND CHAPTER 16 - MISCELLANEOUS REGULATIONS

The proposed amendment to the Land Development Code (LDC) establishes clear, consistent, and enforceable standards for outdoor donation bins, replacing the previous practice of classifying them as part of a “service area.” Service area requirements in the LDC are intended to apply to mechanical equipment (HVAC units, meters, etc.) and elements that serve or are associated (dumpster, tanks,) with a principal building use. A freestanding donation bin is not considered accessory to a primary building on a site, as it is typically operated and maintained by a separate organization rather than the business located on the property.

The proposed amendment defines donation bins and provides specific requirements that clarify allowed locations, size, appearance, number, and the operation of a donation bin, while maintaining the original intent of service area standards for building-related elements.

In developing the text amendment, City staff conducted a comprehensive review of donation bins on developed sites and other codes adopted by other local governments. This review considered site functionality, safety, and operations in addition to aesthetics and screening.

The proposed amendment would establish the following requirements within Chapter 16 of the Land Development Code (LDC) that must be met for the placement of donation bins within the City. These requirements are intended to address aesthetics, public safety, construction quality, and overall site functionality.

- **Allowed locations:** A donation bin may only be located on an approved developed and occupied non-residential site located within a commercial (NC, CC, HC, ICD, RD, PCD) or industrial (CI, LI) zoning district, or on the site of a non-profit organization or house of worship.
- **Prohibited locations:** A donation bin shall not be permitted on a site with a residential zoning district, a developed but unoccupied site or any site within the Port Orange Town Center Community Redevelopment Area. If a site becomes unoccupied due to business relocation or closure, the donation bin shall be removed.
- **Location criteria:** A donation bin shall be located on improved, level, paved surfaces that are part of a larger, developed, and occupied site. A donation bin shall not be placed in or block access to any code required parking spaces, access drives, loading or service area, or fire lane. A donation bin shall be securely anchored to prevent overturning or movement during severe weather and sited to provide adequate access and maneuverability for servicing vehicles without obstructing any access drives.
- **Quantity:** A parcel or lot that is less than five acres (5) in area shall be limited to one (1) donation bin and a parcel or lot that is five (5) acres or more in area shall be limited to two (2) donation bins.
- **Parking and access drives:** A donation bin shall not be placed in an access drive or block access to any access drive or parking space required by the LDC.
- **Site design and safety:** A donation bin shall be securely anchored to prevent overturning or movement during severe weather and must be located in a manner that provides adequate driveway access and maneuverability for service and loading vehicles.
- **Orientation:** The receiving door for a donation bin shall face the interior of the site and away from public rights-of-way and access drives.

- Size and appearance: A donation bin cannot exceed 35 square feet in area or 7 feet in height and must be painted in an earth-tone or pastel color as defined by the LDC.
- Setbacks: A donation bin shall not encroach in required landscaping or landscape buffer and shall be setback at least 100 feet from any residential use or zoning boundary, and 100 feet from an arterial right-of-way (Dunlawton Avenue, Nova Road, Clyde Morris Boulevard, Ridgewood Avenue, Taylor Road, Spruce Creek Road, and Williamson Boulevard).
- Use and maintenance: Donated items must be fully contained within a donation bin, with no outdoor display or on-site processing permitted. A donation bin shall be properly maintained to prevent nuisances such as odor, noise, rust, or graffiti, and all required signage must remain legible. Any overflowing or discarded items, trash, debris and other material or items in the area surrounding a donation bin must be removed immediately, with the permittee and property owner jointly responsible for maintaining the surrounding area free of debris.
- Liability: The permittee and property owner may be held individually and jointly liable for violations.
- Relocation: A donation bin shall not be relocated from a permitted location to a different location on a site or a new site without obtaining a new permit from the city.
- Signage: A donation bin shall not be used for off-site advertising of commercial activities. A donation bin shall provide all signage required by Florida Statutes § 496. In addition, a permittee may install a maximum of four (4) square feet of additional informational signage on no more than two sides of the donation bin.

The proposed amendment would establish specific regulations for the review and approval of donation bins within Chapter 16 of the Land Development Code (LDC). Under the proposed amendment, city approval would be required prior to the placement of any donation bin within the city. This approval would be issued through a city permit that authorizes the location, number, and appearance of a donation bin(s).

To obtain approval, any person or organization making the request to place a donation bin within the City would be required to submit the following for staff to review for compliance with the LDC.

- 1) A scaled site plan or drawing depicting the proposed location(s) of the donation bin(s);
- 2) A photograph or illustrative drawing of the proposed donation bin(s), including dimensions, color, signage, and any other information deemed necessary to evaluate the request; and
- 3) Written consent from the property owner to allow placement of the donation bin in the requested location.

Based on a review of existing donation bins on developed sites in Port Orange, the majority do not comply with the proposed amendment and would need to be removed. The following photographs illustrate donation bins within the city that do not comply with the proposed requirements due to color, quantity on a site, placement, location, and signage. If the text amendment is adopted, these bins would be required to be removed or relocated elsewhere on the property, subject to issuance of the appropriate permit.



Example of existing donations bins that do not comply with proposed requirements

If this amendment is approved, Code Enforcement has acknowledged that they will contact all property owners with a donation bin to notify them that either the property owner or the organization that owns the bin must apply for a permit. Donation bins for which a valid permit is issued may remain in place. Any donation bin for which a permit is not submitted or approved must be removed by the property owner or face Code Enforcement action.

CHAPTER 16 - MISCELLANEOUS REGULATIONS

The Land Development Code (LDC) currently regulates temporary storage containers (e.g., PODS) on residential properties in Chapter 16; however, the LDC does not address their use on non-residential properties. Temporary storage containers are commonly utilized in non-residential and residential construction and renovation projects to store furniture, inventory, equipment, tools, and building materials associated with interior remodels, tenant improvements, structural repairs, additions, and damage restoration.

Although permanent outdoor storage is permitted for certain commercial and industrial uses, those regulations apply to permanent outdoor storage areas that must be identified on an approved development plan and screened from public rights-of-way. As such, the LDC currently contains no specific standards for temporary storage containers on non-residential properties when associated with a construction and renovation project.

The proposed amendment would establish regulations for temporary storage containers on non-residential properties consistent with those applicable to residential properties.

Under the proposed language, temporary storage containers would be permitted only in association with improvements for which a building permit has been issued, or for other site improvements not requiring a development permit, subject to approval by the Administrative Official. The container would be permitted only for the duration of the active building permit and must be removed prior to the City's issuance of a Certificate of Occupancy, Certificate of Completion, or final inspection. *The Administrative Official may also approve temporary storage containers for unique circumstances that do not require a building permit or for time extensions when warranted.*

CHAPTER 2 - DEFINITIONS AND INTERPRETATIONS AND CHAPTER 14 ARCHITECTURAL DESIGN

The Land Development Code (LDC) currently requires that the color of structures other than single-family home, duplex, or manufacture home be limited to earth-tones or pastels, with other colors, excluding fluorescents, not exceeding twenty percent of any single elevation. The proposed amendment **does not change** the allowed colors for a non-residential structure; rather, it updates the method for determining whether a color qualifies as an earth tone or pastel to align with current paint industry standards.

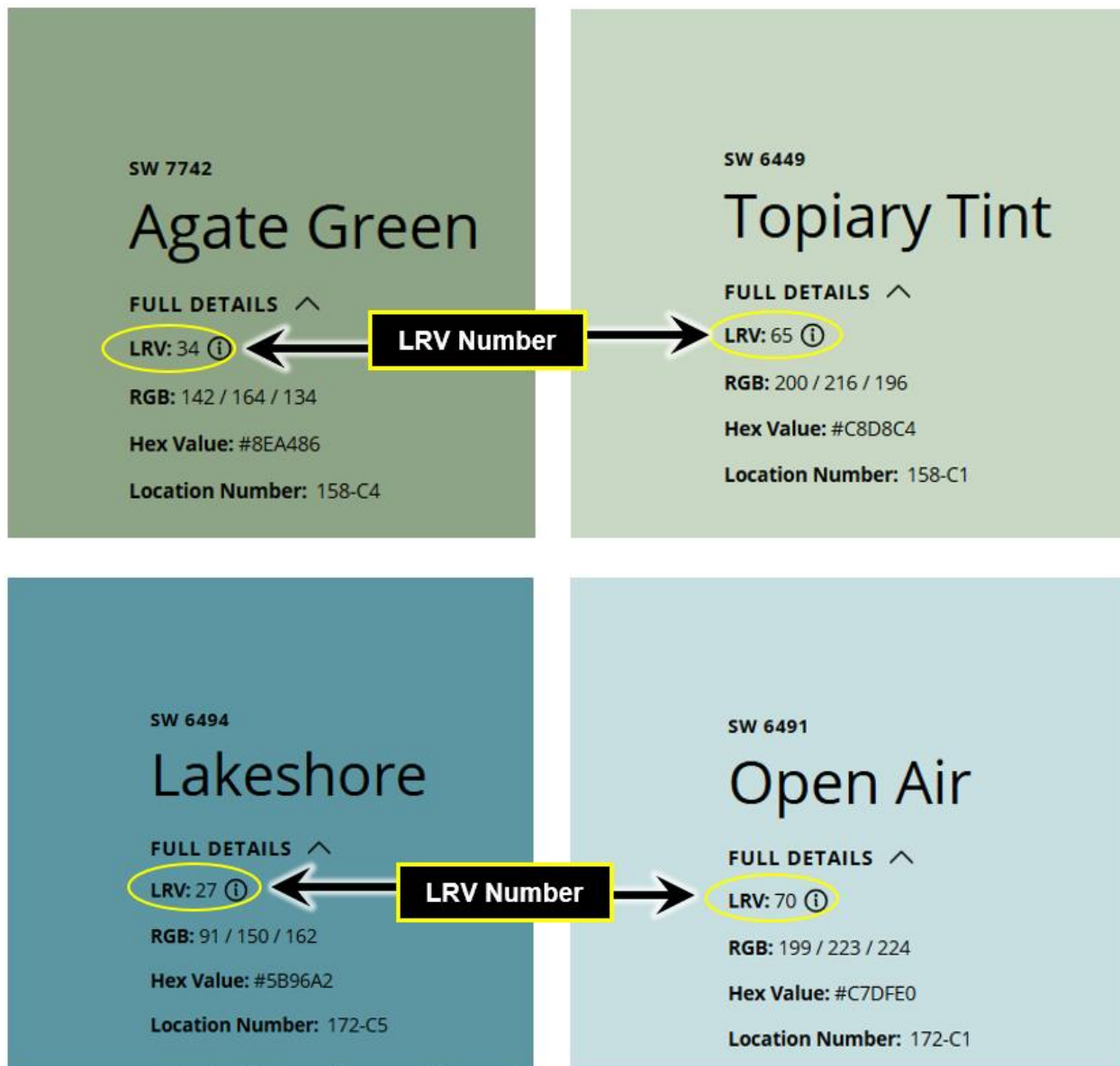
The current LDC defines colors based on the percentage of black or white in a given hue. However, this method is outdated, as modern paint colors are mixed from multiple bases and cannot be accurately measured by black or white content alone. Today, the paint industry uses Light Reflectance Value (LRV) as an objective and measurable standard for determining a color's lightness or darkness. This proposed amendment updates the LDC to align with current paint industry standards, ensuring a consistent and accurate method for determining whether a color qualifies as an earth tone or pastel.

Light reflectance value (LRV) is a measure of visible and usable light that is reflected from a surface when illuminated by a light source on a zero (0) [absolute black] to 100 [pure white] scale. The higher the LVR, the lighter and brighter the color. The lower the LVR the darker, more saturated the color. The LVR numeric scale is measurable and listed on all paint chips and samples. The proposed amendment establishes the LRV limits for an earth-tone color at a LRV of 25 or greater and a pastel color with light-toned colors with an LRV of 80 or greater and peaches, pinks, lavender, blues and greens with an LRV of 65 or greater.

In preparing this amendment, City staff consulted with employees at Home Depot, Lowe's, and Sherwin-Williams to confirm that LRV is the current standard used in their stores and to verify that it is the recognized method for measuring a color's lightness and brightness.

Below are paint sample cards from the Sherwin-Williams paint store illustrating two shades of green from the same fan deck strip (No. 158). A fan deck strip is a series of related paint colors grouped within a manufacturer's color system and displayed together on a single removable strip within a larger fan deck. These strips typically present variations of the same hue arranged from lighter to darker tones based on their Light Reflectance Value (LRV), which measures the amount of visible light a color reflects on a scale from 0 (black) to 100 (white).

For example, within Strip No. 158, *Agate Green* has an LRV of 34 and is classified as an earth tone, while *Topiary Tint* has an LRV of 65 and is classified as a pastel color. Although both colors are green and part of the same color family, the difference in LRV demonstrates a substantial variation in depth and brightness. Also, within Strip No. 172, *Lakeshore* has an LRV of 27 and is classified as an earth tone, while *Open Air* has an LRV of 70 and is classified as a pastel color. Although both colors are blue and part of the same color family, the difference in LRV demonstrates a substantial variation in depth and brightness.



Examples of paint sample cards from Sherwin-Williams showing the LRV for each color

CHAPTER 15 - SIGNS

The City's Land Development Code establishes color standards for non-residential buildings, generally requiring exterior colors to be earth tones or pastels. These standards ensure compatibility with other buildings and maintain a cohesive visual character. However, existing code does not specifically address murals and their unique role in public art and creativity. The code currently allows murals to be on a principal structure, accessory structure, fence or wall, or other structure on a commercial lot, but did not address allowed colors.

The proposed text amendment is to clarify that a mural shall not be subject to the color regulations otherwise required for buildings, with the exception that reflective or fluorescent colors shall not be used and allows murals to use colors beyond earth tones and pastels to encourage creativity and recognize murals as unique works of art. Reflective and fluorescent paints remain prohibited to maintain safety and visual appropriateness, while providing clear guidance for staff and property owners.

RECOMMENDATION

Approval to amend Chapters 2, 14, 15, and 16 of the Land Development Code as discussed in this staff report.



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. 2026-4: LDC TEXT AMENDMENT / CHAPTERS 2 and 16 (Case No. DCAM-26-0001)

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

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

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

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

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

The proposed Land Development Code amendments in this package are intended to enhance the existing Code as part of the City's ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including regulations for outdoor donation bins and temporary storage containers.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/17/2026

SUBJECT: (I21) First Reading - Ordinance No. 2026-5 - LDC Amendment/Chapters 2, 14, and 15 - Measurement to Determine Paint Color & Paint Requirements for Murals (Case No. DCAM-2026-0001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-5.

SUMMARY: Planning Commission Recommendation (2/26/26): Recommended Approval 5-0

Staff has been updating the Land Development Code (LDC) in phases over the past several years. The proposed amendments in this package are intended to enhance the existing Code as part of the City's ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including the method for determining whether a color qualifies as an earth tone or pastel, and clarification of color regulations for murals.

CHAPTER 2 — DEFINITIONS AND INTERPRETATIONS AND CHAPTER 14 — ARCHITECTURAL DESIGN

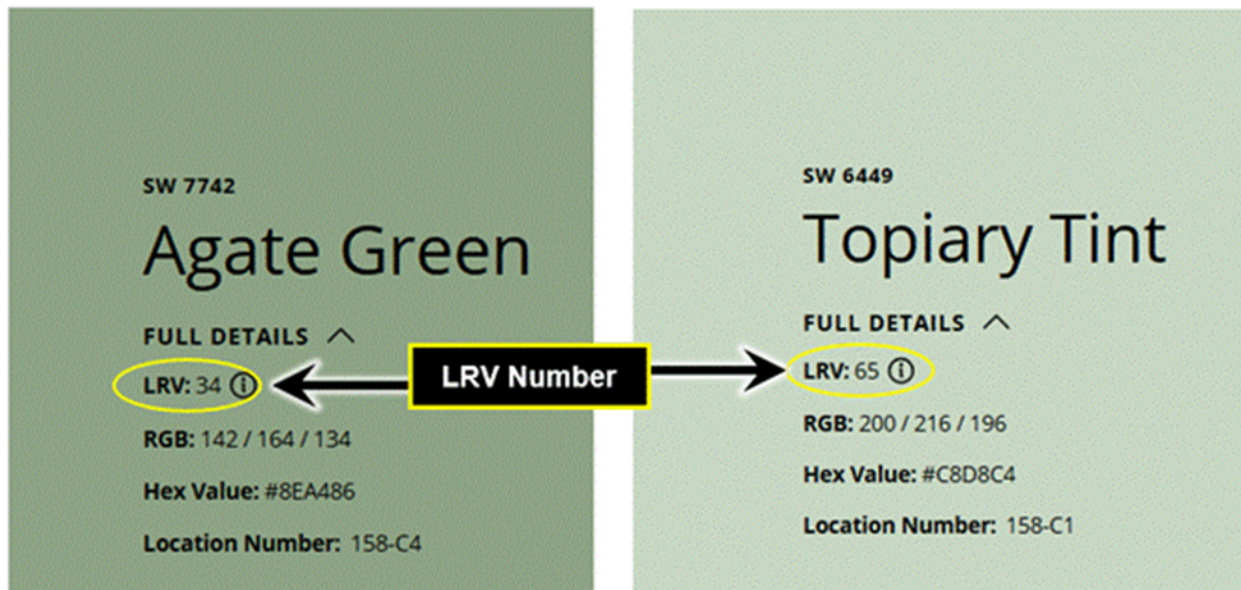
The Land Development Code (LDC) currently requires that the color of structures other than single-family homes, duplexes, or mobile homes be limited to earth tones or pastels, with other colors, excluding fluorescents, not exceeding twenty percent of any single elevation. The proposed amendment does not change the allowed colors for a non-residential structure; rather, it updates the method for determining whether a color qualifies as an earth tone or pastel to align with current paint industry standards.

Since the mid-1990's, the LDC has defined earthtone and pastel colors based on the percentage of black or white in a given hue. However, this method is outdated, as modern paint colors are mixed from multiple bases and cannot be accurately measured by black or white content alone. Today, the paint industry uses the Light Reflectance Value (LRV) as an objective, measurable standard to determine a color's lightness or darkness. This proposed amendment updates the LDC to align with current paint industry standards, ensuring a consistent, accurate method for determining whether a color qualifies as an earth tone or a pastel.

Light Reflectance Value (LRV) is a measure of visible and usable light that is reflected

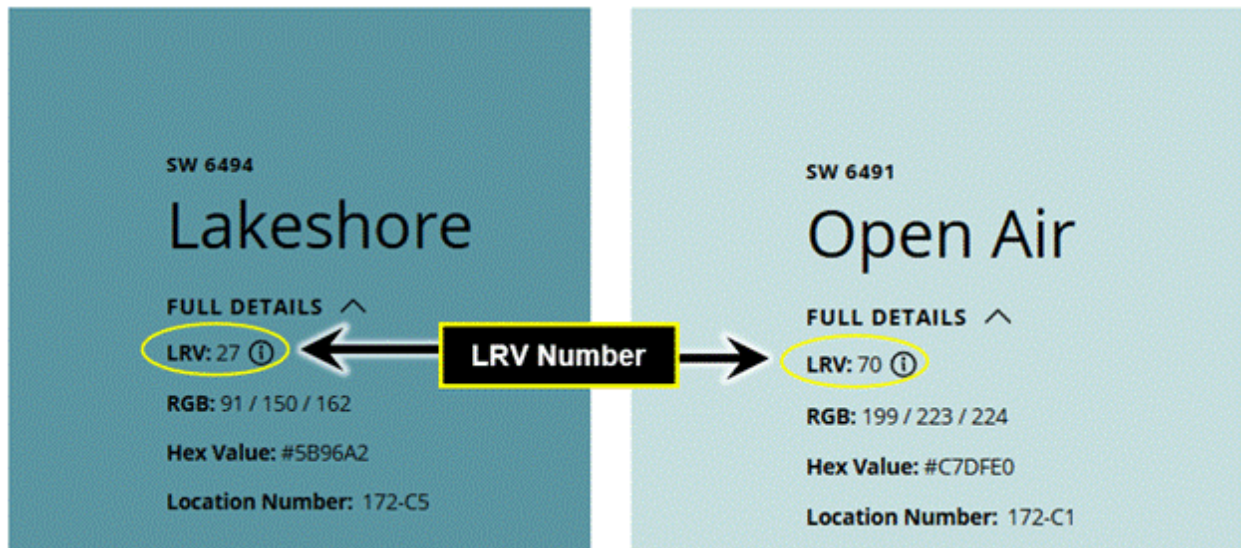
from a surface when illuminated by a light source on a zero (0) [absolute black] to 100 [pure white] scale. The higher the LRV, the lighter and brighter the color. The lower the LRV, the darker, more saturated the color. The LRV numeric scale is measurable and listed on all paint chips and samples. The proposed amendment establishes LRV limits for earth tones with an LRV of 25 or greater, pastels with an LRV of 80 or greater, and peaches, pinks, lavender, blues, and greens with an LRV of 65 or greater. In preparing this amendment, City staff consulted with employees at Home Depot, Lowe's, and Sherwin-Williams to confirm that LRV is the current standard used in their stores and to verify that it is the recognized method for measuring a color's lightness and brightness.

Below are paint sample cards from Sherwin-Williams illustrating two shades of green. Agate Green has an LRV of 34 and is classified as an earth tone, while Topiary Tint has an LRV of 65 and is classified as a pastel color. Although both colors are green and part of the same color family, the difference in LRV demonstrates a variation in depth and brightness.



Examples of paint sample cards from Sherwin-Williams showing the LRV for earth tone and pastel colors

Below are paint sample cards from Sherwin-Williams illustrating two shades of blue. Lakeshore has an LRV of 27 and is classified as an earth tone, while Open Air has an LRV of 70 and is classified as a pastel color. Although both colors are blue and part of the same color family, the difference in LRV demonstrates a variation in depth and brightness.



Examples of paint sample cards from Sherwin-Williams showing the LRV for earth tone and pastel colors

CHAPTER 15 - SIGNS

The City’s Land Development Code establishes color standards for non-residential buildings, generally requiring exterior colors to be earth tones or pastels. These standards ensure compatibility with other buildings and maintain a cohesive visual character. However, the existing code does not specifically address murals and their unique role in public art and creativity. The code currently allows murals on a principal structure, an accessory structure, a fence or wall, or another structure on a commercial lot, but does not address the allowed colors.

The proposed text amendment clarifies that a mural shall not be subject to the color regulations otherwise required for buildings, except that reflective or fluorescent colors shall not be used, and allows murals to use colors beyond earth tones and pastels to encourage creativity and recognize murals as unique works of art. Reflective and fluorescent paints remain prohibited to maintain safety and visual appropriateness, while providing clear guidance for staff and property owners.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-5	Ordinance No. 2026-5.pdf
2.	STAFF REPORT - DCAM-26-0001	STAFF REPORT - DCAM-26-0001.pdf
3.	Business Impact Estimate - DCAM-26-0001 - ORD 2026-5	Business Impact Estimate - DCAM-26-0001 - ORD 2026-5.pdf

Robin Fenwick
 Tim Burman
 Shannon Balmer

Created/Initiated - 03/06/2026
 Approved - 03/06/2026
 Approved - 03/09/2026

ORDINANCE NO. 2026-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 2 DEFINITIONS AND INTERPRETATIONS, CHAPTER 14 ARCHITECTURAL DESIGN, AND CHAPTER 15 SIGNS, RELATING TO DESIGN CRITERIA, UPDATING THE METHOD FOR DETERMINING WHETHER A COLOR QUALIFIES AS AN EARTH TONE OR PASTEL TO ALIGN WITH CURRENT PAINT INDUSTRY STANDARDS; RELATING TO PERMANENT SIGN TYPES, SPECIFICALLY MURALS, CLARIFYING THAT MURALS ARE EXCLUDED FROM PAINT REGULATIONS, EXCEPT THAT REFLECTIVE AND FLUORESCENT PAINTS REMAIN PROHIBITED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 DEFINITIONS AND INTERPRETATIONS
Section 2: - Definitions.

Earth-tones. Earth tones colors shall include shades of brown, taupe, beige, terra cotta, olive, sage, and grey, with a Light Reflectance Value (LRV) of 25 or greater. shall include the following colors:

- ~~(a) Any tint or tone of brown, including beige, tan, ochre and olive.~~
 - ~~(b) Any tone of green, having a minimum black content of six percent.~~
 - ~~(c) Any tone of orange (warm red and yellow base), having a minimum black content of three percent.~~
 - ~~(d) Any warm or cold shade of gray.~~
 - ~~(e) Any tone of yellow, having a minimum black content of five percent.~~
 - ~~(f) Any tone of warm red, having a minimum black content of five percent and a minimum warm red content of 45 percent.~~
 - ~~(g) White.~~
- ~~Earth tones shall not include any metallic colors.~~

Fluorescent. A color, often called "neon," with exceptionally bright, high-visibility hues that appear to glow, particularly under sunlight or ultraviolet (UV) light by absorbing UV light and re-emitting it as visible light, causing it to appear to glow and appear brighter than conventional colors.

Light reflectance value (LRV). A measure of visible and usable light that is reflected from a surface when illuminated by a light source.

Pastel. Pastel colors include, but not limited to, white and light-toned colors with a Light Reflectance Value (LRV) of 80 or greater and peaches, pinks, lavender, blues and greens with a Light Reflectance Value (LRV) of 65 or greater.

SECTION 2. The City Council of the City of Port Orange hereby amends Chapter 14, Section 4 of the Land Development Code, to read as follows:

Chapter 14 - ARCHITECTURAL DESIGN

Section 4: Design criteria:

[No change to subsections (a) through (c)]

(d) *Colors.* Building colors shall be coordinated and applied consistently on all building elevations. Colors shall be earth-tones and pastels. ~~The selection of earth-tones shall be in accordance with the definition provided in this code. The selection of pastels shall be limited to those colors having a minimum white content of 90 percent.~~ Other colors, excluding fluorescents, may be permitted as accent colors, not to exceed 20 percent of the surface area of any one elevation.

- (1) The requirement for earth-tones and pastels shall not apply to colors commonly found in natural materials such as brick or stone, unless such material has been artificially colored in a manner which would be contrary to the intent of these regulations.
- (2) A color or color scheme which is directly inherent to a unique recognized architectural style, but not otherwise in compliance with this section may be permitted through the development plan approval process.

SECTION 3. The City Council of the City of Port Orange hereby amends Chapter 15, Section 11 of the Land Development Code, to read as follows:

Chapter 15 - SIGNS

Section 11: - Permanent signs.

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

(c) *Permanent sign types.* Permanent signs include the following types:

[No change to sub-subsections (1) through (10)]

(11) *Murals and art sculptures.* Murals and art sculptures are subject to the following standards:

(a) Murals may be located on a principal structure, accessory structure, fence or wall, or other structure on a lot, and shall not be subject to color regulations in this code except that reflective or fluorescent colors shall not be used.

(b) Art sculptures may be located on a lot outside of required buffers and yard setbacks.

(c) The minimum dimensional requirements and number of murals and art sculptures allowed for each district shall be as follows:

[no change to the remainder of the section]

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

SECTION 6. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7. 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 8. This Ordinance shall take effect immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. DCAM-26-0001

LDC TEXT AMENDMENT / CHAPTERS 2, 14, 15, and 16

REQUEST:	To amend Chapters 2, 14, 15, and 16 of the Land Development Code (LDC) regarding donation bins, temporary storage containers, and colors as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 5-0 (February 26, 2026)
CITY COUNCIL:	March 17, 2026

INTRODUCTION:

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development, Ridgewood targeted businesses, tree preservation, entertainment districts, home based businesses, docks and boathouses, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments in this package are intended to enhance the existing Code as part of the City’s ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including regulations for outdoor donation bins, temporary storage containers, the method for determining whether a color qualifies as an earth tone or pastel, and clarification of color regulations for murals.

CHAPTER 2 - DEFINITIONS AND INTERPRETATIONS AND CHAPTER 16 - MISCELLANEOUS REGULATIONS

The proposed amendment to the Land Development Code (LDC) establishes clear, consistent, and enforceable standards for outdoor donation bins, replacing the previous practice of classifying them as part of a “service area.” Service area requirements in the LDC are intended to apply to mechanical equipment (HVAC units, meters, etc.) and elements that serve or are associated (dumpster, tanks,) with a principal building use. A freestanding donation bin is not considered accessory to a primary building on a site, as it is typically operated and maintained by a separate organization rather than the business located on the property.

The proposed amendment defines donation bins and provides specific requirements that clarify allowed locations, size, appearance, number, and the operation of a donation bin, while maintaining the original intent of service area standards for building-related elements.

In developing the text amendment, City staff conducted a comprehensive review of donation bins on developed sites and other codes adopted by other local governments. This review considered site functionality, safety, and operations in addition to aesthetics and screening.

The proposed amendment would establish the following requirements within Chapter 16 of the Land Development Code (LDC) that must be met for the placement of donation bins within the City. These requirements are intended to address aesthetics, public safety, construction quality, and overall site functionality.

- **Allowed locations:** A donation bin may only be located on an approved developed and occupied non-residential site located within a commercial (NC, CC, HC, ICD, RD, PCD) or industrial (CI, LI) zoning district, or on the site of a non-profit organization or house of worship.
- **Prohibited locations:** A donation bin shall not be permitted on a site with a residential zoning district, a developed but unoccupied site or any site within the Port Orange Town Center Community Redevelopment Area. If a site becomes unoccupied due to business relocation or closure, the donation bin shall be removed.
- **Location criteria:** A donation bin shall be located on improved, level, paved surfaces that are part of a larger, developed, and occupied site. A donation bin shall not be placed in or block access to any code required parking spaces, access drives, loading or service area, or fire lane. A donation bin shall be securely anchored to prevent overturning or movement during severe weather and sited to provide adequate access and maneuverability for servicing vehicles without obstructing any access drives.
- **Quantity:** A parcel or lot that is less than five acres (5) in area shall be limited to one (1) donation bin and a parcel or lot that is five (5) acres or more in area shall be limited to two (2) donation bins.
- **Parking and access drives:** A donation bin shall not be placed in an access drive or block access to any access drive or parking space required by the LDC.
- **Site design and safety:** A donation bin shall be securely anchored to prevent overturning or movement during severe weather and must be located in a manner that provides adequate driveway access and maneuverability for service and loading vehicles.
- **Orientation:** The receiving door for a donation bin shall face the interior of the site and away from public rights-of-way and access drives.

- Size and appearance: A donation bin cannot exceed 35 square feet in area or 7 feet in height and must be painted in an earth-tone or pastel color as defined by the LDC.
- Setbacks: A donation bin shall not encroach in required landscaping or landscape buffer and shall be setback at least 100 feet from any residential use or zoning boundary, and 100 feet from an arterial right-of-way (Dunlawton Avenue, Nova Road, Clyde Morris Boulevard, Ridgewood Avenue, Taylor Road, Spruce Creek Road, and Williamson Boulevard).
- Use and maintenance: Donated items must be fully contained within a donation bin, with no outdoor display or on-site processing permitted. A donation bin shall be properly maintained to prevent nuisances such as odor, noise, rust, or graffiti, and all required signage must remain legible. Any overflowing or discarded items, trash, debris and other material or items in the area surrounding a donation bin must be removed immediately, with the permittee and property owner jointly responsible for maintaining the surrounding area free of debris.
- Liability: The permittee and property owner may be held individually and jointly liable for violations.
- Relocation: A donation bin shall not be relocated from a permitted location to a different location on a site or a new site without obtaining a new permit from the city.
- Signage: A donation bin shall not be used for off-site advertising of commercial activities. A donation bin shall provide all signage required by Florida Statutes § 496. In addition, a permittee may install a maximum of four (4) square feet of additional informational signage on no more than two sides of the donation bin.

The proposed amendment would establish specific regulations for the review and approval of donation bins within Chapter 16 of the Land Development Code (LDC). Under the proposed amendment, city approval would be required prior to the placement of any donation bin within the city. This approval would be issued through a city permit that authorizes the location, number, and appearance of a donation bin(s).

To obtain approval, any person or organization making the request to place a donation bin within the City would be required to submit the following for staff to review for compliance with the LDC.

- 1) A scaled site plan or drawing depicting the proposed location(s) of the donation bin(s);
- 2) A photograph or illustrative drawing of the proposed donation bin(s), including dimensions, color, signage, and any other information deemed necessary to evaluate the request; and
- 3) Written consent from the property owner to allow placement of the donation bin in the requested location.

Based on a review of existing donation bins on developed sites in Port Orange, the majority do not comply with the proposed amendment and would need to be removed. The following photographs illustrate donation bins within the city that do not comply with the proposed requirements due to color, quantity on a site, placement, location, and signage. If the text amendment is adopted, these bins would be required to be removed or relocated elsewhere on the property, subject to issuance of the appropriate permit.



Example of existing donations bins that do not comply with proposed requirements

If this amendment is approved, Code Enforcement has acknowledged that they will contact all property owners with a donation bin to notify them that either the property owner or the organization that owns the bin must apply for a permit. Donation bins for which a valid permit is issued may remain in place. Any donation bin for which a permit is not submitted or approved must be removed by the property owner or face Code Enforcement action.

CHAPTER 16 - MISCELLANEOUS REGULATIONS

The Land Development Code (LDC) currently regulates temporary storage containers (e.g., PODS) on residential properties in Chapter 16; however, the LDC does not address their use on non-residential properties. Temporary storage containers are commonly utilized in non-residential and residential construction and renovation projects to store furniture, inventory, equipment, tools, and building materials associated with interior remodels, tenant improvements, structural repairs, additions, and damage restoration.

Although permanent outdoor storage is permitted for certain commercial and industrial uses, those regulations apply to permanent outdoor storage areas that must be identified on an approved development plan and screened from public rights-of-way. As such, the LDC currently contains no specific standards for temporary storage containers on non-residential properties when associated with a construction and renovation project.

The proposed amendment would establish regulations for temporary storage containers on non-residential properties consistent with those applicable to residential properties.

Under the proposed language, temporary storage containers would be permitted only in association with improvements for which a building permit has been issued, or for other site improvements not requiring a development permit, subject to approval by the Administrative Official. The container would be permitted only for the duration of the active building permit and must be removed prior to the City's issuance of a Certificate of Occupancy, Certificate of Completion, or final inspection. *The Administrative Official may also approve temporary storage containers for unique circumstances that do not require a building permit or for time extensions when warranted.*

CHAPTER 2 - DEFINITIONS AND INTERPRETATIONS AND CHAPTER 14 ARCHITECTURAL DESIGN

The Land Development Code (LDC) currently requires that the color of structures other than single-family home, duplex, or manufacture home be limited to earth-tones or pastels, with other colors, excluding fluorescents, not exceeding twenty percent of any single elevation. The proposed amendment **does not change** the allowed colors for a non-residential structure; rather, it updates the method for determining whether a color qualifies as an earth tone or pastel to align with current paint industry standards.

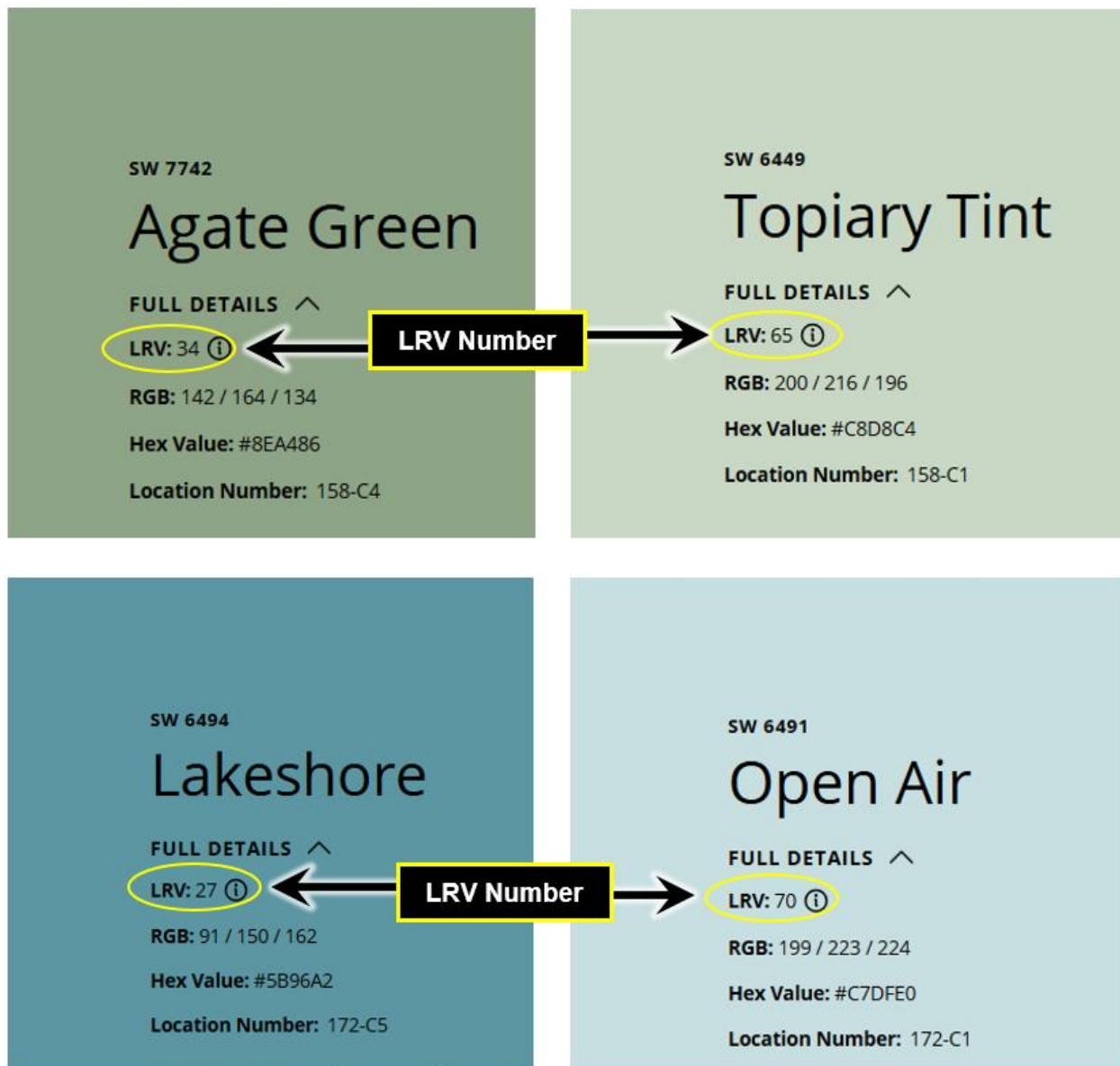
The current LDC defines colors based on the percentage of black or white in a given hue. However, this method is outdated, as modern paint colors are mixed from multiple bases and cannot be accurately measured by black or white content alone. Today, the paint industry uses Light Reflectance Value (LRV) as an objective and measurable standard for determining a color's lightness or darkness. This proposed amendment updates the LDC to align with current paint industry standards, ensuring a consistent and accurate method for determining whether a color qualifies as an earth tone or pastel.

Light reflectance value (LRV) is a measure of visible and usable light that is reflected from a surface when illuminated by a light source on a zero (0) [absolute black] to 100 [pure white] scale. The higher the LVR, the lighter and brighter the color. The lower the LVR the darker, more saturated the color. The LVR numeric scale is measurable and listed on all paint chips and samples. The proposed amendment establishes the LRV limits for an earth-tone color at a LRV of 25 or greater and a pastel color with light-toned colors with an LRV of 80 or greater and peaches, pinks, lavender, blues and greens with an LRV of 65 or greater.

In preparing this amendment, City staff consulted with employees at Home Depot, Lowe's, and Sherwin-Williams to confirm that LRV is the current standard used in their stores and to verify that it is the recognized method for measuring a color's lightness and brightness.

Below are paint sample cards from the Sherwin-Williams paint store illustrating two shades of green from the same fan deck strip (No. 158). A fan deck strip is a series of related paint colors grouped within a manufacturer's color system and displayed together on a single removable strip within a larger fan deck. These strips typically present variations of the same hue arranged from lighter to darker tones based on their Light Reflectance Value (LRV), which measures the amount of visible light a color reflects on a scale from 0 (black) to 100 (white).

For example, within Strip No. 158, *Agate Green* has an LRV of 34 and is classified as an earth tone, while *Topiary Tint* has an LRV of 65 and is classified as a pastel color. Although both colors are green and part of the same color family, the difference in LRV demonstrates a substantial variation in depth and brightness. Also, within Strip No. 172, *Lakeshore* has an LRV of 27 and is classified as an earth tone, while *Open Air* has an LRV of 70 and is classified as a pastel color. Although both colors are blue and part of the same color family, the difference in LRV demonstrates a substantial variation in depth and brightness.



Examples of paint sample cards from Sherwin-Williams showing the LRV for each color

CHAPTER 15 - SIGNS

The City's Land Development Code establishes color standards for non-residential buildings, generally requiring exterior colors to be earth tones or pastels. These standards ensure compatibility with other buildings and maintain a cohesive visual character. However, existing code does not specifically address murals and their unique role in public art and creativity. The code currently allows murals to be on a principal structure, accessory structure, fence or wall, or other structure on a commercial lot, but did not address allowed colors.

The proposed text amendment is to clarify that a mural shall not be subject to the color regulations otherwise required for buildings, with the exception that reflective or fluorescent colors shall not be used and allows murals to use colors beyond earth tones and pastels to encourage creativity and recognize murals as unique works of art. Reflective and fluorescent paints remain prohibited to maintain safety and visual appropriateness, while providing clear guidance for staff and property owners.

RECOMMENDATION

Approval to amend Chapters 2, 14, 15, and 16 of the Land Development Code as discussed in this staff report.



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. 2026-5: LDC TEXT AMENDMENT / CHAPTERS 2, 14 and 15 (Case No. DCAM-26-0001)

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

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- The proposed ordinance is enacted to implement the following:
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 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - 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 Land Development Code amendments in this package are intended to enhance the existing Code as part of the City's ongoing maintenance efforts. The amendments address issues encountered in applying the Code, including regulations for measurement to determine paint color and paint requirements for murals.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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