



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 19, 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. Silent Invocation
2. Pledge of Allegiance led by the Sugar Mill Elementary's National Elementary Honor Society Students
3. Roll Call
4. Florida Inland Navigation District Presentation - Buddy Davenport
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
 - a. Regular City Council Meeting - May 5, 2026
7. Bid Awards and Contract Items
 - a. Approval to Award a Master Contract for Architectural Services to Wannemacher Jensen Architects, LLC for RFSQ #25-22 for Design Services of the new REC West
8. Resolution No. 26-23 - Approving the State Highway Memorandum of Agreement with the Florida Department of Transportation
9. Resolution No. 26-24 - Approval of Local Agency Program (LAP) Supplemental Agreement #1 for the Williamson Boulevard/Willow Run Boulevard Sidewalk Project (CD244)
10. Approval of a License Agreement for use of the Riverwalk Trail for Special Events sponsored by Tiki Docks Port Orange River Bar & Grill

11. Approval of Contract for Sale and Purchase of real property located at 717 Dove Avenue to Carroll and Mary Brunk
12. Approval of Amendment No. 1 to the Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project
13. Approval of Amendment No. 1 to the Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

C. RECOGNITION AND PROCLAMATIONS

14. Memorial Day 2026 Proclamation

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

E. COMMENTS AND ADDITIONAL ITEMS

15. Council Members
16. City Attorney
17. City Manager
 - a. Riverwalk Update
 - b. Stormwater Projects Update
 - c. Parks and Recreation Bond Projects Update

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO
19. Golf Advisory Board Appointments (4)

G. PUBLIC HEARING

20. Second Reading - Ordinance No. 2026-2 - Large-Scale Comprehensive Plan Future Land Amendment/Case No. CPAM-26-0001
21. Second Reading - Ordinance No. 2026-3 - Conventional Rezoning/Case No. REZONING-26-0001

H. 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

I. ADJOURNMENT

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



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



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

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

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

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED 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
MAY 5, 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

Invocation by Chaplin Rodrigo Serveli of Advent Health Mission and Ministry

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	Assistant City Manager Robin Fenwick 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 - April 21, 2026
- 6. Bid Awards and Contract Items
 - a. Approval of Addendum No. 1 to the Rental Quotes (#Q12146 & #Q12147) with Ring Power for the rental of temporary back-up generators to be located at 520 Monroe Street and 410 Monroe Place
 - b. Approval to Award Continuing Services Contract with Barfield Group and Bowman Consulting Group under RFSQ #25-24 for Citywide Right-of-Way Consulting Services
 - c. Approval of Task Authorization No. 10 to Paul Culver Construction, Inc. for Causeway Park Pavilions
 - d. Approval of a Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project
 - e. Approval of a Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

7. Resolution No. 26-21 - Approval of Amendment No. 1 to the Agreement with the Florida Department of Environmental Protection (FDEP) for the Sewer Force Main River Crossing Project

8. Resolution No. 26-22 - Calling for Primary and Regular Elections for the Purpose of Electing City Council Members for Districts 1, 2, and 4 and providing for the qualifying period and election dates

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

RECOGNITION AND PROCLAMATIONS

9. Water Safety Month

Mayor Scott Stiltner read the proclamation and presented it to Susie Severt, a board member with Making Change 4 Drowning Prevention, which is a 501(c)3 dedicated to water safety and drowning prevention in Volusia County.

10. Fair Housing Month

Mayor Scott Stiltner read the proclamation and presented it to Lee Buckner with Lifestyle Realty Group and Chair of Government Affairs for Daytona Beach Realtors, Lia Selig, CEO of Daytona Beach Realtors, and GG Galloway, Co-chairman of Daytona Beach Realtors.

11. Professional Municipal Clerks Week

Mayor Scott Stiltner read the proclamation for Municipal Clerks week and expressed his appreciation for the Port Orange City Clerks.

12. Port Orange University Graduation Certificates

Council members commented on the importance of the Port Orange University program, thanked the graduates for participating, and congratulated each of them.

Mike Springer, Public Information Officer, introduced the 2026 Port Orange University graduates and presented a certificate of participation to each of them.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Adam Dovi, resident, stated he understands development is needed but expressed his concerns on over development.

Jackie Clark, citizen, expressed her concerns about flooding and a council members comment from a previous City Council meeting, regarding rainfall amounts in the City

Mayor Scott Stiltner praised the Chamber's recent event, *A Tasteful Affair*, and congratulated the organization on the success of the event.

John Belden with the Port Orange South Daytona Chamber of Commerce provided an update to include some of the upcoming events and the success of past events to include *A Tasteful Affair*.

COMMENTS AND ADDITIONAL ITEMS

13. Council Members

Councilman Lance Green highlighted consent agenda items B and E regarding the purchase of property for the future expansion of the sewer plant facility. He commended City staff for their financial responsibility in identifying cost-saving opportunities and successfully negotiating an agreement with the property owners.

Councilman Shawn Goepfert advised that the County voted earlier in the day to preserve a 13-acre property.

Vice Mayor Tracy Grubbs stated the Port Orange Job Fair was a success, with more than 200 high school students in attendance seeking employment opportunities. He echoed Councilman Lance Green's comments regarding consent agenda items B and E, noting the City achieved an approximate savings of \$3.3 million. Vice Mayor Tracy Grubbs also highlighted consent agenda item #7 concerning the sewer force main river crossing project, emphasizing the importance of the project and noting it has been in development for several months. He further stated the project will provide cost savings to the City due to available grant funding. In closing, he thanked the Atlantic High School ROTC for leading the Pledge of Allegiance.

Councilman Jonathan Foley advised that the attorney representing the fire pension board has stepped down. He stated the board is currently determining whether to remain with the same firm or pursue representation elsewhere.

Mayor Scott Stiltner stated the recent Chamber events were successful and well attended. He highlighted the Riverwalk Market held on Sunday mornings and encouraged residents to attend. Mayor Scott Stiltner also responded to public comments by noting the City's high quality of life for residents and expressing confidence in the progress City staff is making regarding stormwater updates. He further commented on the City's economic growth and stated the City Council has worked diligently to minimize increases in density throughout Port Orange, noting that the majority of Council votes have focused on reducing density while promoting quality development within the City.

14. City Attorney

There was nothing further.

a. Riverwalk Update

Robin Fenwick, Assistant City Manager, provided an update on Riverwalk, highlighting a meeting with a potential buyer.

b. Stormwater Projects Update

Mrs. Fenwick provided an update on the Stormwater projects to include the Cambridge project, and the future elevation of 13 homes and the demolition of one home under the FEMA Grants project in early 2027.

c. Parks and Recreation Bond Projects Update

Mrs. Fenwick provided an update on the Parks and Recreation Bond projects to include Coraci Park North, City Center Sports Complex, and REC West. As requested at the last City Council meeting, Mrs. Fenwick also provided an update on the Disc Golf Course at Buschman Park.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Environmental Advisory Board Report

Christine Cunningham, Chair of the Environmental Advisory Board, provided an update on the Board's recent activities. She expressed her appreciation for guest speakers from Code Enforcement and Engineering for attending the Board's last meeting to discuss watering restrictions and the "Adopt-a-Stormwater Drain" initiative, which encourages residents to inspect nearby stormwater drains prior to Hurricanes.

Mrs. Cunningham also requested, on behalf of the Board, that Council members refrain from reducing fines for individuals who remove trees without obtaining the required permits. She expressed the Board's concerns regarding the importance of maintaining the integrity of the City's tree protection regulations.

Mayor Scott Stiltner stated that Council never intends for the Board to feel disrespected when Council votes differently from their recommendations. He further explained that ordinances are not always black and white and may not address every circumstance that arises, providing examples from recent situations. Mayor Scott Stiltner also commented on irrigation and the reclaimed water system, noting that former Mayor Allen Green was a pioneer and visionary in developing the reclaimed water system for the City of Port Orange.

Mayor Scott Stiltner commended those efforts and emphasized that one of the primary goals of the system is to reduce discharge into the Halifax River. He further noted the importance of reclaimed water distribution throughout the community and expressed appreciation for the Board's acknowledgment of City staff efforts.

Councilman Shawn Goepfert thanked Mrs. Cunningham for her service on the Board, expressed appreciation for her passion on environmental issues, and asked whether anyone had recently raised concerns regarding the “toilet-to-tap” issue, while also mentioning an alternative approach. Mrs. Cunningham stated that no one had officially come to her regarding this issue and provided background information on this issue from other locations globally.

17. Parks and Recreation Advisory Board Report

Bobby Ball, Chair, provided an update on the Parks and Recreation Advisory Board and stated that Michael Navarra has resigned from the board as he moved out of City limits. There is now a vacant seat that the board is looking to fill.

REGULAR AGENDA

18. Authorize the Renaming of the Lakeside Community Center to the Allen Green Center

Susan Lovallo, Parks and Recreation Director, introduced the item and provided details.

Mayor Scott Stiltner commended Allen Green, former Mayor of the City of Port Orange, highlighting some of his accomplishments, and invited Mr. Green to come up to the podium.

Mr. Green spoke about the community, commended City staff, and provided some history on the City of Port Orange.

Councilman Jonathan Foley requested for the Parks and Recreation Advisory Board to think about other people who have served the City for a long time as he would be interested in honoring more people in a similar fashion.

Vice Mayor Tracy Grubbs commended Mr. Green's service for the last 40 years.

Councilman Shawn Goepfert, commented on his encounter with Mr. Green many years ago and thanked him for his advice at that time.

Councilman Lance Green commented on Mr. Green's committed service to the City, attested to years of wisdom and planning, and never taking no for an answer. Councilman Lance Green stated this is an honor for Mr. Green as well as the Green family's name and thanked Mr. Green for his service.

Mayor Scott Stiltner commended Mr. Green for his service to the City and stated his support for the renaming of the Lakeside Community Center isn't just for Mr. Green, but for his family name, his legacy, his kids, and grandkids.

Motion to authorize Staff to open the 30-day public comment period for the renaming of the Lakeside Community

Center to the Allen Green Center was made by Councilman Lance Green and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. Volusia Flagler TPO - Vice Mayor Tracy Grubbs

Vice Mayor Tracy Grubbs provided an update on the Volusia Flagler TPO.

ADJOURNMENT - 7:44 p.m.

Attest:

Mayor Scott Stiltner

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B7a) Approval to Award a Master Contract for Architectural Services to Wannemacher Jensen Architects, LLC for RFSQ #25-22 for Design Services of the new REC West

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award a Master Contract for Architectural Services to Wannemacher Jensen Architects, LLC for RFSQ #25-22 for Design Services of the new REC West for an amount not to exceed \$1,121,880, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Staff requests approval to award RFSQ #25-22 to Wannemacher Jensen Architects, LLC (WJ Architects) for the design phase of the REC West.

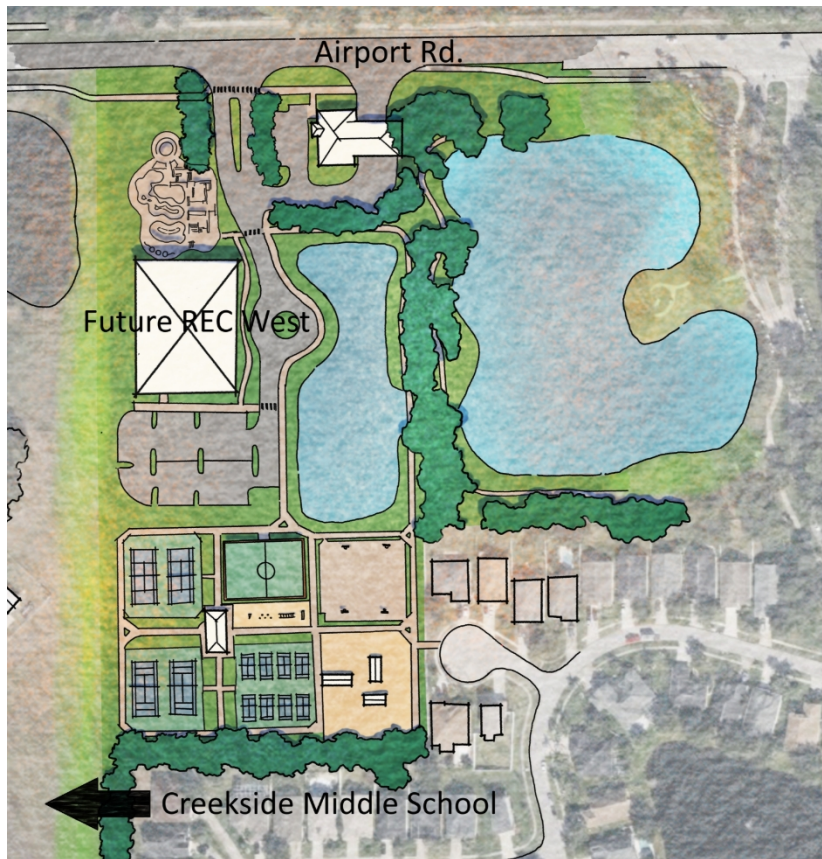
On November 4, 2025, the City received fourteen (14) Statements of Qualifications for RFSQ #25-22. On December 11, 2025, a Statement of Qualifications Evaluation Committee scored submittals from the firms and the two (2) top scoring firms were:

Borrelli & Partners, Inc.	score: 44.03
WJ Architects	score: 43.10

On January 6, 2026, a Presentation Evaluation Committee scored the presentations received from the two (2) top firms. The committee agreed by consensus to recommend awarding a contract to WJ Architects. The Presentation Evaluation Ranking is as follows:

WJ Architects	score: 48.10
Borrelli & Partners, Inc.	score: 47.25

Staff requests approval to execute a Master Contract for Architectural Services with Wannemacher Jensen Architects, LLC for the design of REC West. This project is one of the Parks Bond Projects and will be located at Airport Road Park. The project design will include a gymnasium and indoor and outdoor activity spaces similar to the current REC to serve the west side of the city.



REC West Concept Plan

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Wannemacher Jensen Architects LLC - Standard Contract for Services	Wannemacher Jensen Architects LLC - 051226.pdf
2.	RFSQ #25-22 Final Evaluation Scoresheet	RFSQ #25-22 Final Evaluation Scoresheet.pdf
3.	RFSQ 25-22 ARCH. SERV. NEW REC CENTER NOTICE OF INTENT TO AWARD	RFSQ 25-22 ARCH. SERV. NEW REC CENTER NOTICE OF INTENT TO AWARD.pdf
4.	FINAL WJA Port Orange New Recreational Center	FINAL WJA Port Orange New Recreational Center.pdf
5.	WJ Architects ALL 08.20.26	WJ Architects ALL 08.20.26.pdf
6.	Awarded Completed Forms	Awarded Completed Forms.pdf
7.	RFSQ 25-22 Architectural Services for New Recreational Center (1)	RFSQ 25-22 Architectural Services for New Recreational Center (1).pdf
8.	RFSQ 25-22 Architectural Services for New Recreational Center Addendum 1	RFSQ 25-22 Architectural Services for New Recreational Center Addendum 1.pdf
9.	Sunbiz	Sunbiz.pdf

Jennifer Cox	Created/Initiated - 03/24/2026
Peter Ferreira	Approved - 03/24/2026
Susan Lovallo	Approved - 03/25/2026
Sue Wang	Approved - 03/25/2026
Matthew Jones	Approved - 05/12/2026
Wayne Clark	Final Approval - 05/12/2026



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2026, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **WANNEMACHER JENSEN ARCHITECTS, LLC** ("Architect"), a Florida limited liability company whose principal address is 132 Mirror Lake Drive North, Unit 301, Saint Petersburg, Florida 33701. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Architect hereby agrees to provide the professional design and permitting services, phase 1 and 2, and the construction of the REC West Center Building, in accordance with Florida State Statute 287.055, known as the "Consultants' Competitive Negotiation Act" ("CCNA"), and as more specifically described in Request for Statement of Qualifications RFSQ 25-22 ("RFSQ 25-22"). This Contract together with RFSQ 25-22, Addendum No. 1, and Architect's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Architect. Architect's proposal is attached hereto and made a part hereof as Exhibit "1." A complete copy of RFSQ 25-22, Addendum No. 1, and Architect's submittal is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties and shall continue for a period of Three (3) years, or until the completion of the construction of the REC West Center Building project, unless otherwise, terminated as set forth herein (the "Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Architect in an amount not to exceed One Million One Hundred twenty-One Thousand Eight Hundred Eighty and 00/100 Dollars

(\$1,121,880.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Parks and Recreation Director, Susan Lovallo ("Contract Manager"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Architect is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Architect may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

Architect shall require and ensure each of its subcontractors to maintain, until the completion of the

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

16. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, his/its agents, servants, employees, and other persons employed or utilized by the Architect in the performance of the Contract. Furthermore, Architect shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, including but not limited to actual or alleged injury to or death of any person or damage to property other than City property, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect, his/its agents, servants, employees, and other persons employed or utilized by the Architect in the performance of the Contract. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

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

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

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

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

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Agreement in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by evidence. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 Telephone: (386) 506-5852
Architect:	Wannemacher Jensen Architects, LLC Attention: Jason Jensen, Manager 132 Mirror Lake Drive North Unit 301 Saint Petersburg, Florida 33701 (727) 822-5566 - Telephone jason@wjar.com - E-Mail

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

30. Truth-in-Negotiations.

(a). For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract over \$150,000.00, Architect shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b). Architect's signature on this Contract shall act as execution of a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract.

31. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

WANNEMACHER JENSEN ARCHITECTS, LLC

By: _____
Jason Jensen, Manager

Printed Name: _____

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

Printed Name: _____

Date: _____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "1"

Architect's Proposal

Consisting of 22 Pages

Peter Ferreira
Deputy Director
Port Orange Parks and Recreation
1000 City Center Circle
Port Orange, FL 32129

May 11, 2026 (Revised)

Architectural and Engineering Design Services Agreement for **REC West Recreation Center**

Wannemacher Jensen Architects, LLC (Architect) is pleased to submit this proposal to provide design services for the City of Port Orange (Client). This proposal is based upon the following assumptions.

Project Description/Information

The Architect will provide professional architectural and engineering design services for the REC West Recreation Center, a new public recreation facility for the City of Port Orange, located on an approximately 10-acre site within the City's Water's Edge Park property. The overall site includes an existing fire station, which will remain in place, and existing athletic courts that will remain south of the proposed recreation center.

The project is anticipated to include a new recreation center building of approximately 15,000 to 20,000 square feet, along with supporting site improvements, utilities, parking, and outdoor recreation elements, including a neighborhood-scale skate park.

The City's total project budget is approximately \$12 million, inclusive of both hard and soft costs, and represents one of several recreation projects funded through a City bond program. While the City anticipates delivering the project as a single construction phase, the design shall, where feasible, thoughtfully consider future expansion opportunities so that initial site planning, adjacencies, and building orientation do not preclude long-term growth.

The City expressed interest in a campus-style approach that emphasizes strong relationships between the building, outdoor spaces, and adjacent community uses, including a nearby middle school with peak use occurring in early morning and afternoon hours.

Project information, Program and Physical Characteristics:

Based on scoping discussions with the City, the recreation center program is anticipated to include:

- Double gymnasium with spectator seating
- Indoor court-based recreational programming
- Multipurpose / community rooms
- Recreation Department administrative offices
- General support and storage spaces
- A limited-service catering kitchen configuration (warming, ice, storage; no full food service)
- Indoor recreational/play features (potentially climbing or interactive elements)
(An enclosed indoor playground is not anticipated, but alternative play features may be explored)
- Connections between indoor and outdoor programmed spaces, where feasible
- Outdoor skate park designed at a neighborhood or "street park" scale

While no current master plan governs the park site, redevelopment is not anticipated to trigger significant planning or zoning approvals beyond standard permitting. Existing athletic courts on the south side of the site will remain and are to be respected during planning and phasing.

The Architect may propose a **representative program based on comparable recreation facilities**, refined through coordination with City staff during the Schematic Design phase.

Client's Budget for Construction Cost:

Approximately \$12,000,000 (Includes soft costs)

Construction Delivery Method:

TBD

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, basic interior design, structural, mechanical, electrical, plumbing, and fire protection engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design

Based upon a Client provided approved program of spaces, the Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed by Architect for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Client, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Client provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to two (2) in-person progress meetings.
5. Coordinate and attend up to two (2) virtual progress meetings.
6. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
7. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
8. Provide up to two (2) conceptual exterior renderings.
9. Submit Schematic Design Documents for Client's review and approval.

Task 2: Design Development

Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Coordinate structural, mechanical and electrical systems with engineering design consultants as needed to meet the project requirements.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Coordinate and attend up to three (3) in-person progress meetings.
4. Coordinate and attend up to three (3) virtual progress meetings.
5. Outline specifications that identify the major materials and systems.
6. Submit Design Development Documents for Client's approval.

Task 3: Construction Documents

Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to four (4) in-person progress meetings.
3. Coordinate and attend up to four (4) virtual progress meetings.
4. Coordinate and attend up to one (1) public meeting/community engagement event.
5. Incorporate the design requirements of governmental authorities having jurisdiction over the Project.
6. Provide interior finish selections (color/material) and specifications for room finishes including paint, flooring, ceiling materials, light fixtures, and wall base.
7. Provide finish selection and specification for millwork including elevations.
8. Interiors Construction Documentation: Prepare finish plans, required life safety signage, reflected ceiling plan, interior elevations, and detailing.
9. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
10. Submit Final Construction Documents to Client.

Task 4: Assistance with Permitting/Bidding

Following the submission of the Construction Documents for Client's approval, the Architect will assist the Client/Contractor with permitting and obtaining bids from Contractors/subcontractors.

The Architect will:

1. Provide Signed and Sealed document sets for the building permit.
2. Respond to questions, provide clarifications, and modify documents as required in response to Permit Review comments.
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

The Architect is not responsible for reviewing or approving the contractor's agreements or bid packages and is not liable for the identification or verification of any quantities, exclusions, or omissions therein. The Architect does not make any recommendations or endorsements regarding the selection of

contractors, subcontractors, or consultants. Selection of the contractor, subcontractors, and consultants is the sole responsibility of the Client. While the Architect may assist in evaluating contractor bids, the Architect does not warrant the outcome of such evaluations or guarantee that the selected contractor will meet the Client's expectations or project requirements. The Architect is not a party to the construction contract and does not assume any responsibility for the performance, delivery, or quality of work provided by the contractor. The Architect's contract is directly with the Client. The Architect shall not be liable for any terms or conditions set forth in the agreement between the Contractor and Client. The Architect is not liable for any costs, delays, or damages incurred as a result of contractor bids, the contractor's performance, or any unforeseen circumstances that affect the project's timeline, budget, or quality. The Architect shall not be liable for permitting agency delays.

Task 5: Construction Administration

The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
2. Attend up to twenty (20) in-person site visits/meetings at the project site to evaluate the progress of Construction.
 - a. It is anticipated that all site visits and meetings will be completed concurrently.
3. Attend up to twenty (20) virtual meetings during Construction.
4. Review and respond to the contractor's submittals and shop drawings.
5. Review and respond to the contractor's requests for information (RFIs).
6. Provide telephone and email correspondence as necessary.
7. Attend one Substantial Completion walk-through.
 - a. Preparation of one punch list is included.
8. Attend one Final Completion Walk-Through to verify punch list items.
9. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding ten (10) months is anticipated based on the project information. Up to twenty (20) in-person site visits/meetings at the Project site are included.

Supplemental Services

The following services are supplemental to the Basic Architectural Services listed above.

Task 6: Civil Engineering and Environmental Services

The Architect, through its subconsultant, will provide professional civil engineering and environmental services, including:

- I. Civil Engineering
 - A. Preliminary Engineering:

Consultant shall contact the Client's Geotechnical Engineer and Surveyor to obtain information necessary to prepare a Preliminary Engineering Plan (PEP). The PEP will be based upon a concept sketch by the Client, the existing Master Plan, building footprint, and input (i.e. building size, location, lot geometry, etc.) provided by the Client. All consultants' work required for Consultant's use shall be provided in a format acceptable by Consultant. The PEP will show

roadways, lots, parking areas, building footprints, drainage features and general site information. This Plan will be used for a pre-application meeting with the City of Port Orange.

B. Final Engineering and Permitting:

Consultant shall prepare Construction Plans for Civil site improvements, including paving, grading, drainage and water and sewer utilities in accordance with the City of Port Orange Land Development Code. Construction Plans shall be based upon the PEP. The Civil Site improvements shall be designed to within five feet of the building exterior and other structures (i.e. covered plazas, covered walkways, etc.).

The Client shall provide Consultant with Architectural CADD drawings indicating dimensioned building footprint, access locations, water/sewer service locations, roof drain locations, transformer pads, etc. The building fire sprinkler main and grease traps (if required) shall be designed by others and shown on Consultant's plan for location purposes (for plans with building). If the site requires bollards for protection, barriers, or other reasons, the structural design of the bollards shall be by others.

We assume on-site water and sewer facilities are available for connections to serve the building and the existing master permitted storm system will serve the project without additional modeling or calculations.

As part of the design, Consultant anticipates completing several design elements including, but not limited to the following:

1. Storm Drain Hydraulic Grade Line Calculations
2. Site Paving and Grading
3. Sanitary Sewer Collection System Design
4. Potable Water Service Design
5. Site Geometry and Layout Control

The following permit applications shall be prepared for the Client's signature and submitted to the regulatory agencies:

1. Port Orange Site Plan Permit
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (Letter Modification). We assume that there will be no wetland impacts on the site.
3. Florida Department of Environmental Protection (FDEP) Sewer Collection System Permit, if necessary.
4. State Department of Health (DOH) Water Distribution System Permit, if necessary.

II. Environmental

A. Biological Assessment:

1. Wetland verification and habitat assessment.
2. Survey for Listed Species – Consultant shall prepare a ground-truthed habitat map and review each habitat on-site for the occurrence or potential for occurrence of protected species. If protected species are present or likely to be present due to habitat, a separate scope can be prepared for a species-specific survey.
3. Environmental Assessment (EA) Report – Consultant shall produce an EA report detailing the methods and results of the assessment and aerial, wetland, soils, listed species (if applicable), and quad maps.

B. Permit Application Submittals:

1. Consultant assumes that no wetlands occur on-site and no additional site visits with relevant agencies will be required.
2. St. Johns River Water Management District (SJRWMD) – Consultant shall provide the EA Report to the SJRWMD.
3. City of Port Orange – Consultant shall submit necessary environmental documentation to the City of Port Orange Environmental Department.

C. Gopher Tortoise Survey:

Consultant will conduct a gopher tortoise burrow survey in accordance with the techniques outlined in the publication *Gopher Tortoise (Gopherus Polyphemus) Permitting Guidelines*, Fish and Wildlife Conservation Commission (FWC), April 2008 (revised April 2023). The survey will be completed by one of Consultant's FWC Authorized Gopher Tortoise Agents. For permitting purposes, Consultant shall perform a 15% coverage survey. Upon receipt of permits, and prior to construction, Consultant shall perform a 100% survey of the planned construction area along with an additional 25' adjacent to the construction area to identify all gopher tortoise burrows that occur.

D. Gopher Tortoise Relocation Permit (10 and Fewer Burrow Permit):

Consultant will prepare a permit application in accordance with protocols established by the Florida Fish and Wildlife Conservation Commission (FWC). Services include preparation of a permit application and corresponding species maps, for up to ten (10) gopher tortoise burrows.

E. Tortoise Burrow Excavation and Tortoise Relocation:

Consultant will coordinate with a Consultant approved Backhoe Operator during excavation of all field located gopher tortoise burrows that are permitted for relocation. Consultant shall contract directly with the backhoe operator and be responsible for the backhoe and operator fees. All gopher tortoises captured during the excavation will be relocated to an authorized recipient site by a Consultant authorized agent. The location of each capture, size of tortoise and number will be recorded for the After Action Report required by FWC at the end of relocation activities. We assume one (1) day for relocation, for up to ten (10) burrows.

F. FWC After Action Report:

Consultant will prepare and submit an After Action Report containing all information as required by FWC. Consultant will coordinate with the Client to verify that all gopher tortoises have been relocated from the site. The FWC permit will be closed after coordinating with the Client.

G. Additional Gopher Tortoise Expenses:

The following application fees and services shall be paid/contracted directly by Consultant to obtain the Gopher Tortoise Relocation Permit from FWC and to conduct the relocation:

1. The FWC application fee, based on the number of tortoises anticipated to be relocated. A budget of \$300.00 is suggested.
2. The backhoe operator and equipment will be contracted by Consultant. The backhoe operator will be responsible for utility location before gopher tortoise excavation. A budget of \$4,000.00 is suggested.
3. The gopher tortoise recipient site fee will be contracted by the Client. Fees vary based on number of tortoises relocated. The fee per tortoise is \$6,000.00 with a deposit. A budget of \$40,000.00 for up to six (6) tortoises is suggested.

III. Meetings

Consultant shall attend in-person and virtual meetings (i.e., government, Client, project consultants, coordination, etc.) requested by the Client. Consultant will attend a public

neighborhood meeting coordinated by the Client. Consultant has assumed a budget of fifty (50) hours for this service.

IV. Bidding and Construction Administration Services

Consultant shall provide Construction Administration Services for the purpose of observing the progress of the project, observing that work generally aligns with design specifications and addressing technical issues. Consultant site visits are not intended to supervise the work or assume control of the project site, as these responsibilities are those of the contractor and/or construction manager. Consultant will not be responsible for job site safety or the contractor's means and methods of work.

A. Bidding Services:

Consultant shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for civil site improvements
2. Attend one (1) pre-bid meeting
3. Respond to up to two (2) RFIs and prepare addenda
4. Review bids and make recommendation to the Client
5. Attend one (1) bid opening

B. Construction Administration Services:

Consultant shall provide the following construction administration services for civil site improvements (assume eighteen (18) months for construction):

1. Engineering:
 - o Coordinate and attend a pre-construction meeting
 - o Review contractor pay applications once per month
 - o Review contractor shop drawings, maximum one (1) review
 - o Respond to contractor RFIs, maximum two (2)
 - o Site visits to verify construction conformance, maximum twelve (12) site visits
 - o Review of as-built survey documents
 - o Provide engineering certifications to appropriate agencies based on certified as-built surveys
 - o Monthly construction progress meetings, in-person or virtual

Task 7: Skate Park Design

The Architect, through its Subconsultant, will provide specialized professional skate park planning and design services for the proposed outdoor skate park component of the Project, including planning, design development, construction documents and cost estimates for approximately 10,000 square feet of skateable features.

I. Project Planning:

- A. Attend kick-off and progress meetings, as required, by virtual conference with stakeholders and team staff to review the project goals in full detail and discuss all opportunities available for the project.
- B. Analyze all existing data (provided by others) including geotechnical, site survey with boundary, topography, trees (DBH 6" or greater), structures (in CAD and PDF format) and underground utilities.
- C. Assess safety and site constraints.
- D. Determine natural site contours to begin preliminary layouts of the skate park.
- E. Update and refine the overall project information gathered to develop an understanding for the preliminary guidelines associated with the project site, budget, and scale of the design.

- II. Skate Park Design Development (Concept Design):
 - A. Prepare preliminary plan/schematic design based on stakeholder and team direction, site layout and budget for review and final approval by the stakeholders and team.
 - B. Indicate and summarize the findings relative to the proposed methods and materials for construction of the project.
 - C. Design to capture maximum square footage within the budget.
 - D. Design for maximum flow of all areas.
 - E. Provide aesthetic options related to the site, if budget allows.
 - F. Present the final conceptual plan/schematic design to stakeholders, with construction cost estimation based on the overall budget for final approval to move into plans development.
- III. Skate Park Construction Documents (60%, 90% and 100%):
 - A. Prepare preliminary site plans designed to be incorporated into the Architect's construction plans.
 - B. Prepare site construction plans for submittal to all required review authorities. Plans to consist of:
 - Cover Sheet (1)
 - Site Plan (1)
 - Paving, Grading & Drainage Plan (1)
 - Site Construction Details (2)
 - General Notes (1)
 - Skatepark Details and Cross Sections (4)
- IV. Skate Park Construction Cost Estimation:
 - A. A comprehensive construction cost estimate shall be provided with 60%, 90% and 100% review submittals.

Task 8: Landscape and Irrigation Design

The Architect, through its Subconsultant, will provide landscape architecture services, including landscape, hardscape, and irrigation design, for the Project.

- I. Kick Off and Data Collection
 - A. Kick Off

Subconsultant will attend a project kick-off meeting and site visit, provide input on the landscape architecture portions of the improvements, and provide landscape architecture meeting notes to the Architect for inclusion in the meeting summary.
 - B. Survey

Subconsultant will coordinate with the Architect and the surveyor to help identify recommended survey needs and coordinate the survey scope of work.
 - C. Community Engagement
 - a. Participate in one (1) public workshop to gather community feedback on wants and needs for the park area surrounding the recreation center. Subconsultant will facilitate interactive exercises for attendees to provide initial focused input for the development of the site. Meeting logistics, advertising, securing meeting locations, and refreshments (if desired) will be provided by others.
 - b. Draft an online survey to correlate with public workshop activities, provide the draft to the Architect and City staff for review, incorporate comments, publish the finalized

survey in an online survey platform, and provide the Architect and City staff a link to advertise. Once closed, provide raw survey data and summarized survey results for incorporation into the public engagement summary.

- c. Provide the Architect a summary of input related to the activities Subconsultant facilitated and support the Architect in the preparation of a program statement summarizing program elements for development of the site. The program statement will be the basis for preparation of the Preliminary Site Plan.
- d. Meet with the Architect and City staff in a virtual meeting to review input received and finalize the program verification statement.

D. Preliminary Site Plan

- a. Prepare a preliminary site plan (hand-drawn blackline drawing) generally showing proposed site improvements (e.g., building footprint, splash pad and restroom location, skate park envelope, access, hardscape, setbacks, and lighting (design intent layout only)). Provide landscape and hardscape estimated quantities for Subconsultant scope items for a conceptual cost estimate to be prepared by others. Set up a virtual review meeting and make one set of edits for approval prior to moving to construction documents.
- b. Meet with the Architect and City staff in a virtual meeting to review the preliminary site plan. Following the meeting, revise the preliminary plan to form the basis of the Schematic Design phase.

Deliverables:

- Kick-off meeting notes
- Online survey preparation
- Survey raw data results
- Public engagement summary including public workshop summary, survey results, and program statement
- Draft and final Preliminary Site Plan

II. Design and Construction Documents

This phase includes completion of Construction Documents for the project elements indicated within the approved preliminary site plan, including furnishings, landscaping, and irrigation.

A. Schematic Design (30% Construction Documents)

Using the survey and the approved preliminary site plan, Subconsultant will prepare a schematic site plan sufficient to demonstrate site geometry, including the size, type, and location of site elements. Drawings will be prepared in AutoCAD and provided to the civil engineer for inclusion in the 30% Construction Documents submittal. Subconsultant will coordinate with the project team for review meetings with the Client and Authorities Having Jurisdiction, as applicable.

- Coordinate proposed plans for the following (provided by others): building, skate park, and splash pad.
- Prepare proposed hardscape and landscape design, including site hardscape elements (e.g., fence, seating areas), pedestrian walkways, preliminary site furnishing locations, hardscape materials palette, and preliminary planting plan including plant species list.

- Coordinate landscape and hardscape with the Architect and project team, including architecture, civil engineering, site lighting and electrical engineering, splash pad design, and skate park design.
 - Attend one virtual meeting with the Architect and City staff during preparation of the schematic design documents.
 - Provide a complete set of schematic design landscape and hardscape documents to the Architect for review and make one set of revisions prior to submission by the Architect.
- B. Design Development (60% Construction Documents)
- Based upon review and approval of the schematic design documents, Subconsultant will produce design development drawings to fix and describe the overall character of the Project and develop plans and details indicating quantities, types, and sizes of the project elements identified in the schematic design phase.
- General notes for landscape and hardscape
 - Hardscape plans and details
 - Site plan details
 - Landscape plans and details
- Provide a complete set of design development documents to the Architect for review and make one set of revisions prior to submission by the Architect.
 - Provide quantity take-offs for Subconsultant scope items to the Architect for incorporation into the Architect's estimate of probable cost.
 - Attend one virtual document review meeting with the Architect and City staff to receive comments regarding the design development plans.
- C. Construction Documents (90% and 100%)
- Based upon the approved design development documents, Subconsultant will prepare 90% Construction Documents, anticipated to include:
- Cover sheet
 - General notes sheets
 - Hardscape plans and details
 - Site plan details
 - Landscape plans and details
 - Irrigation plan and details
- Provide a complete set of 90% Construction Documents and technical specifications to the Architect for review and make one set of revisions prior to submission by the Architect.
 - Provide quantity take-offs for Subconsultant scope items to the Architect for incorporation into the Architect's estimate of probable cost.
 - Attend one virtual document review meeting with the Architect and City staff to receive comments regarding the 90% Construction Documents.
- D. 100% Construction Documents
- Incorporate comments received from the 90% Construction Documents review.
- Prepare final 100% construction document plans.
 - Prepare final written specifications in book format.
 - Participate in internal design team meetings (virtual), as needed.
 - Provide a complete set of 100% Construction Documents and technical specifications to the Architect for review and make one set of revisions prior to submission by the Architect.
 - Attend one (1) virtual document review meeting with the Architect and City staff.

Deliverables:

- Drawings at 30%, 60%, 90%, and 100% construction document completion
- Quantity take-offs for Subconsultant scope items at 60%, 90%, and 100% construction document completion for incorporation by the Architect into the estimate of probable cost
- Comment responses for the Architect's inclusion in a comment response log

III. Permit Support

A. Site Development Permitting

- Subconsultant is not responsible for coordination of permits; Subconsultant will provide landscape and hardscape plans for the Architect's use in the permitting process.
- Research applicable codes and provide landscape and hardscape plans that meet or exceed code requirements.
- Modify landscape and hardscape plans in response to permitting comments and provide modified plans to the Architect for use in resubmittals.

Deliverables:

- Landscape and hardscape plans for use in the permitting process
- Comment responses for the Architect's inclusion in a comment response log

IV. Bid Phase

- A. Prepare technical specifications for Subconsultant's scope of technical work.
- B. Provide quantity take-offs to the Architect for landscape, hardscape, and irrigation. General conditions, bid forms, and procurement packages for bidding are by others.
- C. Attend the pre-bid conference and respond to questions that may arise during the bidding process. Respond to bidder requests for additional information through the Architect for distribution by the Client.

Deliverables:

- Technical specifications
- Quantity take-offs

V. Construction Phase Services

Subconsultant will provide limited construction phase support related to landscape, hardscape, and irrigation. All submittals and coordination will be to/through the Architect.

- Attend the project pre-construction meeting, to be arranged and scheduled by the Client.
- Respond to RFIs from the Contractor.
- Review submitted shop drawings, product data, and/or samples as required by the Construction Documents.
- Provide site visit reports outlining progress of Subconsultant's scope of technical work.
- Provide up to ten (10) site visits to observe and become familiar with the progress and quality of the work completed to determine if the work is generally being performed in accordance with the Construction Documents, including a Substantial Completion site visit and a Final Completion site visit with punch lists.

Subconsultant will not be required to make exhaustive or continuous on-site inspections or observations to check the quality or quantity of work or to redesign or revise the Construction Documents due to unknown field conditions encountered during construction. Subconsultant shall neither have control over nor charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work, as these are solely the Contractor's responsibilities.

Deliverables:

- RFI and submittal review
- Site visits and reports
- Substantial Completion and Final Completion punch lists

Task 9: Surveying

The Architect, through its Subconsultant, will provide professional surveying and mapping services for the Project, including the following:

I. Specific Purpose Survey

Prepare a Specific Purpose Survey in NAVD 88 vertical datum and NAD 83 Florida East horizontal datum, meeting the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

- Re-establish boundary lines and provide topographic and utility data within the project limits provided by the Client.
- Perform record research and preparation for the field survey, including plots and calculations of deeds, subdivisions, and easements supplied by the Client and affecting the property.
- Set or recover property corners based on the best available evidence and documents.
- Transfer vertical control from the nearest proven reference monumentation and set a minimum of two (2) site benchmarks.
- Collect topographic data on a 50-foot grid suitable for creation of 1-foot contours within the project limits.
- Collect data within the full right-of-way of Airport Road extending 50 feet beyond the property limits, including roadway striping, turn arrows, stop bars, signage, and lane lines.
- Locate all trees 6 inches and greater (DBH) and identify trees that appear to be dead (tree health to be confirmed by a qualified botanist).
- Locate above-ground improvements, including buildings, fences, power poles, and driveways servicing the project limits.
- Plot easements shown on plats or included in deeds provided by the Client.
- Depict FEMA flood zones on the survey drawing.
- Map visible above-ground utility evidence and accessible underground utilities (including utility structures, inverts, pipe locations, size, and material) horizontally and vertically; locate inaccessible underground utilities horizontally when marked through Florida 811 and based on above-ground evidence and any as-builts/GIS provided by the Client.

II. Extended Utility Surveying

- Locate utilities using ground penetrating radar (Level B SUE) by a subsurface utility location firm under contract with the Subconsultant.
- Survey and incorporate utility marks provided by the subsurface utility location firm into the topographic mapping.

III. Sketches and Legal Descriptions

Prepare three (3) sketches and legal descriptions in accordance with Chapter 5J-17, Florida Administrative Code, as directed by the Client.

- One (1) for the overall site.
- One (1) each for the two (2) new parcels to be created.

Task 10: Geotechnical Engineering and Subsurface Utility Exploration (SUE)

The Architect, through its Subconsultant, will provide geotechnical engineering and subsurface exploration services for the Project, including the following:

I. Project Understanding and Assumptions

Subconsultant understands the proposed Project will include construction of a double gym, indoor play area, meeting rooms, public spaces, an e-sports room, an outdoor skate park, and offices for the Recreation Department staff, along with associated paved parking and drives. The lowest finished floor elevation has yet to be determined and is assumed to be approximately within one (1) foot of existing grades. Structural building and traffic loading conditions are unknown, but assumed to be the following:

- Maximum wall loads of 5 kips per linear foot
- Maximum column loads of approximately 75 kips

Subconsultant should be provided with topographic drawings and a grading plan prior to initiating field services to confirm anticipated cut/fill depths and to adjust proposed boring depths, scope, and associated effort as necessary.

II. Scope of Services

Services include drilling soil borings by drilling crews based on Subconsultant instructions, laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

A. Utility Clearance

Subconsultant will contact Sunshine 811 to request marking of public underground utilities at the site. Typically, Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property.

- A private utility locating service may be used to reduce the risk of encountering unmarked utilities; however, private locating does not guarantee that all utilities will be identified.
- Private locating is generally more effective for utilities with significant ferrous (iron) content; utilities without significant ferrous content (e.g., many sanitary sewers, copper or PVC water lines, some fiber optic lines, drainage piping, and irrigation lines) may be more difficult to detect.
- Subconsultant will coordinate exploration locations around marked utilities and utilities identified by the Client; Subconsultant will not be responsible for utilities not marked or not identified to Subconsultant by the Client or landowner.

B. Site Access

Based on review of available aerial photographs, the site appears to be a grass-covered field with associated paved parking and drives; no clearing is anticipated to provide drill rig access

to proposed boring locations. Where borings are located within pavements, coring may be required to access subgrade.

- No special permits or work outside of normal working hours are anticipated.
- Client will provide landowner notifications as required for site access. Subconsultant may provide site access diagrams for the drill rig as needed; coordination with landowners to obtain access permission will be by the Client.
- Parking within work areas will be blocked off prior to Subconsultant's arrival.

C. Field Exploration

Subconsultant will perform field exploration in general accordance with applicable local standards and practices, including:

- a. Field locate test locations by handheld GPS unit. Elevations will be referenced from published topographical maps.
- b. Obtain a public utility locate ticket for location of underground lines.
- c. Mobilize a truck- or all-terrain vehicle (ATV)-mounted drilling rig to the site.
- d. Perform standard penetration testing (SPT) soil borings in general accordance with ASTM D1586.
- e. Drill borings to the proposed depths indicated below, or to refusal, whichever occurs first.

Boring No.	Proposed Structure/Site Feature	Proposed Boring Depth (feet)
B-01 to B-08	Overall Site	25
Total		200

- f. Measure the depth of groundwater within each exploration location at the time of drilling and 24 hours after drilling is complete.
- g. Obtain bulk samples of auger cuttings from select borings for laboratory testing.
- h. Perform two (2) Modified Philippe-Dunne (MPD) infiltrometer tests at a depth of 2 feet below existing grade.

Explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first.

D. Site Departure Conditions

Upon completion of subsurface exploration, Subconsultant will backfill each location with the soil removed and mound excess spoils over the test location. In pavement areas, Subconsultant will patch the asphalt or concrete surface with cold mix asphalt patch or quick-setting concrete of an equivalent or greater thickness. Some post-drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. No other restoration will be provided.

Restoration of grass, shrubs, trees, flower beds, or ruts caused by drilling operations is not included. The Client shall communicate areas that must not be disturbed in advance of field operations.

E. Laboratory Testing:

Upon completion of field exploration operations, the samples will be returned to the Subconsultant's laboratory for further identification, visual classification, and testing. Laboratory testing may include up to the following:

Laboratory Test	Quantity
Natural Moisture Content	6
Gradation Analysis	6
Organic Content	2

F. Preliminary Engineering Report:

Upon completion of the field exploration, laboratory testing, and engineering analyses, Subconsultant will prepare a written preliminary engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from site reconnaissance and field personnel, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering (with elevations interpolated from civil drawings or referenced from topographic information provided by the Client).
- f. Laboratory test results plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of subsurface materials encountered and groundwater conditions observed.
- h. Subsurface cross sections/profiles that may graphically represent subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and allowable bearing pressures, including estimates of predicted foundation settlement. If required, Subconsultant will provide recommendations for intermediate foundations, ground improvement options, or deep foundations in the event predicted settlements of shallow foundations are not tolerable.
- j. Recommendations for slab-on-grade and/or structural floor slabs, including recommendations for subgrade improvements and underslab subdrainage, as necessary.
- k. Evaluation of on-site soil characteristics and discussion of suitability for reuse as engineered fill to support grade slabs and pavements, including compaction recommendations and suitable material guidelines.
- l. General recommendations for pavement construction.
- m. Recommendations for stormwater management areas and use of borrow material as structural fill.
- n. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

Task 11: Site Lighting Design

The Architect, through its Subconsultant, will provide the following services:

- Coordinate with City staff to design and provide electrical service to site lights in coordination with, and based on, information and photometric design from the City's preferred site and sports field lighting manufacturer(s) and/or vendor(s) for:
 - Parking lots
 - Pathways and activity areas
 - Sports fields
 - General park areas

Task 12: Aquatics Design for Interactive Water Feature (IWF)

The Architect, through its Subconsultant, will provide aquatics design services for an interactive water feature (IWF) of approximately 1,500 square feet, including the following:

- I. Provide signed and sealed drawings for the IWF suitable for permitting by the local building department.
 - A. Drawings will be prepared to comply with the Florida Building Code (2023, 8th Edition), Section 454.1, and the State Commercial Pool Code (Rule 64E-9, Florida Administrative Code).
 - B. Deliverables will include applicable required health department documentation, including Department of Health form DH 4159, as required for permitting.
- II. Construction Phase Support and Optional Services
 - A. Review shop drawings and respond to requests for information (RFIs) related to the IWF.
 - B. If requested by the Architect or Client, attend an initial site visit or meeting.
 - C. If requested by the Architect or Client, perform one final inspection and provide two (2) as-built mark-up plans and revised DH 4159 documentation.

Task 13: Cost Estimating

The Architect, through its Subconsultant, will prepare and update an Estimate of Probable Cost at the 30%, 60%, and 90% Construction Documents milestones, with each update reflecting increased design detail, coordinated consultant input, and refined quantities as the Project progresses.

Proposed Fees

The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total
Task 1	Schematic Design	\$ 91,999
Task 2	Design Development	\$ 153,332
Task 3	Construction Documents	\$ 233,064
Task 4	Assistance with Permitting/Bidding	\$ 12,267
Task 5	Construction Administration	\$ 122,665
	Subtotal	\$ 613,327
Task	Supplemental Services	Total
Task 6	Civil Engineering and Environmental Services	\$ 190,095
Task 7	Skate Park Design	\$ 41,400
Task 8	Landscape and Irrigation Design	\$ 208,725
Task 9	Surveying	\$ 24,501
Task 10	Geotechnical Engineering and Subsurface Utility Exploration (SUE)	\$ 10,005
Task 11	Site Lighting Design	\$ 10,350
Task 12	Aquatics Design for Interactive Water Feature (IWF)	\$ 9,200
Task 13	Cost Estimating	\$ 2,277
	Subtotal	\$ 496,553
	Estimated Reimbursable Expenses	\$ 12,000
	Total	\$ 1,121,880

The Basic Services fee is based on the complexity of design and the amount of effort required for a Project with a Construction Budget of \$9,000,000 or less (building only). If the Client's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

If the Client's Construction Budget is increased at the completion of a design phase and Client directs Architect to continue to the next design phase without value engineering program revisions, the Architect's Basic Services shall be recalculated for the completed phase and all phases going forward based on the new budget amount.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel.
4. Presentation materials.
5. Other similar Project-related expenditures.

The Reimbursable Expenses amount is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

Exclusions

The following services are not included within this fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Feasibility Studies/ Analysis
- Early Release Packages
- Facility Programming
- Master Planning
- Multiple Preliminary Designs
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental assessments, studies, and permitting services other than those expressly included under Supplemental Services, Task 6
- Historic Preservation
- Grant Assistance or Applications
- Traffic impact studies, traffic modeling, or formal traffic engineering analyses
- Existing Site Utility Infrastructure Improvements
- Specialty fire alarm system design beyond code-required fire protection coordination and permit documentation
- Advanced Interior Design
 - Furniture, Fixtures, and Equipment design or selection
 - Survey of and/or Incorporation of Owner's Fixtures or Equipment
 - Materials Presentation Boards
 - Graphic, Environmental and Branding Signage
- Specialty Design/Consultants: AV/IT/Security; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Theater/Acoustical
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED or similar Green Design, Consultation, or Certification
- Solar/Photovoltaic Design or Consultation
- Art in Public Spaces Coordination
- Formal value analysis or value engineering services beyond normal design coordination and cost reconciliation
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Additional Construction Contract Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Photorealistic Renderings/Models/Videos

- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents
- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this Agreement.

Sincerely,
Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved (Client):

See Standard Contract for Services Page 11

Signature

Date

Printed Name

This Agreement is entered into as of the date signed above by Client.

General Stipulations

Additional Services Compensation

Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
2. Meetings or Site Visits exceeding the limits identified in the Scope of Work.
3. Construction Administration duration exceeding the limits identified in the Scope of Work.
4. Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 15%.

Hourly Rate Schedule

Project Executive/CEO	\$295.00
Principal	\$265.00
Director	\$225.00
Senior Project Manager/Senior Architect	\$200.00
Project Manager/Architect	\$180.00
Senior Interior Designer	\$175.00
Project Coordinator	\$165.00
Interior Designer	\$160.00
Architectural Designer	\$145.00
Interiors Associate	\$125.00
Junior Designer	\$105.00
Administrative	\$95.00

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 30 days from the invoice date are subject to 1.5% interest - 18% annually.
3. If payment is not received within 30 days of invoice submission, Architect may stop work on the project until payment is received. Architect shall not be responsible for any schedule delays or consequential damages due to a stop of work due to late payment.

Agreement Provisions

1. This agreement is valid for 90 days. If not accepted by Client within 90 days of the agreement date, fees and hourly rates may need to be adjusted.

Client's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the Client is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. Client shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.
3. Client shall provide the Architect and its Consultants access to the Project site as reasonably required.

Project Construction and Construction Administration

1. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction, nor shall the Architect be responsible for the Contractor's failure to perform the Construction in accordance with the requirements of the Construction Documents.
2. The Architect's review of Contractor's submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Copyright

The Architect and its Consultants shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

Promotional Materials

The Architect shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the Architect and its consultants. Information and materials identified by the Client in writing as confidential or proprietary shall not be included in the promotional materials. The Client shall provide professional credit for the Architect in the Client's promotional materials and in all news related releases referring to the Project.

Insurance

The Architect maintains the following insurance coverages. If the Client requires coverage in addition to the types and limits set forth below, the Client shall pay the Architect the total additional cost to Architect plus 5%.

- Commercial General Liability: \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- Automobile Liability: \$1,000,000 for each accident.
- Umbrella Liability: \$5,000,000 for each occurrence; \$5,000,000 in the aggregate.
- Workers' Compensation at statutory limits.
- Employers' Liability: \$1,000,000 for each accident, \$1,000,000 for each employee, \$1,000,000 policy limit.
- Professional Liability: \$5,000,000 per claim; \$5,000,000 in the aggregate.

Termination and Suspension

1. Architect or Client may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
2. If the Client fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial failure and cause for termination or suspension of services.
3. If the Client suspends the Project for more than 90 cumulative days, the Architect shall be compensated for all services performed prior suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Applicable Law

This Agreement shall be governed by the law of the State of Florida.

Dispute Resolution

The Client and Architect will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. If the Dispute has not been resolved within thirty (30) days of the initial meeting of the executives (which may be extended by mutual written agreement) then all claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or the breach thereof shall be resolved by mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, LLC and their consultants, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Wannemacher Jensen Architects, LLC total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, LLC negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Electronic Signatures

The Client and Architect agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Entire Agreement

This Agreement along with any exhibits constitutes the entire agreement between the Architect and Client and supersede all representations or previous communications, negotiations, proposals, representations, conditions, promises, or agreement, either written or oral.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.



Presentation Evaluation Ranking Summary

Date: January 6, 2026

RFSQ #25-22

Architectural Services for New Recreational Center

Firm Name	Total Weighted Score (Maximum 50)
Borrelli Architects	47.25
WJ Architects	48.10

Comments

On January 6, 2026 a Statement of Qualifications Evaluation Committee scored the statements received from the firms listed above for **RFSQ #25-22 Architectural Services for New Recreational Center**. The committee agreed by consensus to recommend to award a contract to WJ Architects.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
The 72 hour posting requirement will elapse on **September 22, 2025 at 4:00 PM EST**

PRESENTATIONS FROM SHORT-LISTED FIRMS

Date of Scoring: October 21, 2025
 Solicitation #: RFSQ #25-22
 Solicitation Name: Architectural Services for New Recreational Center

	Company Profile - History and Qualifications of Firm (Weight 45%)	Qualifications of Firm's Proposed Team as Presented by Resumes, Education, Training and Experience (Weight 35%)	Qualifications of Firm's Proposed Team as Presented by Resumes, Education, Training and Experience (Weight 20%)	TOTALS (20)
Maximum Possible Points:	10	10	10	20
Maximum Possible Weighted Score:	45.00	35.00	20.00	100.00
Borrelli Architects				
Junos Reed	10.00	9.00	9.50	
Peter Ferreira	8.00	10.00	10.00	
Teresa Wiggins	9.00	9.00	10.00	
Chris Wall	10.00	10.00	10.00	
Al Tischler	9.50	9.00	9.00	
TOTALS	18.60	14.10	14.55	47.25
WJ Architects				
Junos Reed	10.00	9.50	9.50	
Peter Ferreira	9.00	9.00	10.00	
Teresa Wiggins	10.00	10.00	10.00	
Chris Wall	10.00	9.00	9.00	
Al Tischler	10.00	9.50	9.50	
TOTALS	19.60	14.10	14.40	48.10



NOTICE OF INTENT TO AWARD
RFSQ #25-22
Architectural Services for New Recreational Center

January 16, 2026

On January 6, 2026, a Statement of Qualifications Evaluation Committee scored two (2) responsive and responsible submittals received for ***RFSQ #25-22 Architectural Services for New Recreational Center.***

After review, analysis and scoring of the submittals, City Staff has made a recommendation to award to:

WJ Architects

Respectfully Submitted,


Rita Cooper
Buyer

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.” The 72-hour posting requirement will elapse on January 19, 2026 at 9:00 AM EST.

W Architects

NOVEMBER 4, 2025

RFSQ #25-22

PREPARED FOR CITY OF PORT ORANGE PURCHASING DIVISION

ARCHITECTURAL SERVICES FOR NEW RECREATIONAL CENTER

(727) 822-5566
wjarc.com

COPY



GYMNASIUM RULES

- Participants are to check-in at the front desk for every visit.
- Proper attire required, including rubber-soled sneakers.
- No food or drinks allowed inside the gym.
- All children 7 years and under must be under constant parental supervision.
- No hanging on the rims.
- No profanity or abusive language permitted.
- Disrespecting staff, equipment or other participants will result in suspension of recreational privileges.
- Staff has final say in ALL situations.

Table of Contents

Statement of Interest	5
TAB A Required Documents	9
TAB B Company Profile - History and Qualifications of Firm	37
TAB C Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education, and Training	53
TAB D Quality of Innovative Approach and Value-Added Services	69
TAB E Financial Stability/Litigation and Debarment History	77
TAB F References	81

Statement of Interest



November 4, 2025

City of Port Orange Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Re: RFSQ #25-22 Architectural Services for New Recreational Center

Dear Members of the Selection Committee,

On behalf of WJA Architects (WJA), we are pleased to submit our qualifications in response to the City of Port Orange's Request for Statement of Qualifications for Architectural Services for the new Recreational Center, "REC West". We recognize the importance of recreation centers that not only meet the current and future recreation needs of their surrounding neighborhoods, but also foster inclusivity and sustainability. As a design practice rooted in community impact and purposeful architecture, we see a natural alignment between our firm's values and those of the City of Port Orange.

Firm Profile and Qualifications:

WJA is a Florida-based architecture firm headquartered in Tampa Bay, with offices across the state. Since our founding in 1992, we have partnered with more than 65 municipalities throughout Florida, delivering thoughtful, user-centered designs that reflect each community's identity and aspirations.

We bring extensive experience in the design of athletic and recreation centers, ranging from neighborhood parks and amateur sports clubs to collegiate, professional, and Olympic-level venues. Our design methodology is rooted in the belief that architecture can inspire positive change, and few project types are more impactful than recreation centers. Our passion for these recreation hubs stems from the positive impact they have on families, children, and the surrounding neighborhoods. These facilities foster community identity and pride while offering a diverse range of high quality activities that promote health, connection, and inclusivity for people of all ages, genders, and interests. Beyond design, we understand the operational needs of athletic facilities, including the logistics of hosting and managing multiple tournaments and large scale events.

WJA operates as a collaborative studio of architects, planners, interior designers, and technical specialists who believe that design should not only solve problems but also elevate the human experience. Through our sister company, Create Building Co., we provide in-house cost estimating and construction management services, giving our team valuable insight into local resources, contractor markets, and design decisions that affect cost and constructibility, enabling us to evaluate every planning and design decision with care.

Our firm's ethos, [people empowered](#), [communities served](#), [typologies reimaged](#), [design inspired](#), guides us in creating architecture that supports community, play, and wellness. We are enthusiastic about the opportunity to support the City of Port Orange in its continued pursuit of excellence through environments that reflect and reinforce its mission.

Thank you for considering our qualifications. We look forward to the opportunity to collaborate with the City of Port Orange through a partnership built on shared values and a commitment to design that makes a difference.

Sincerely,



Jason Jensen, AIA LEED AP, President

Tab A Required Documents

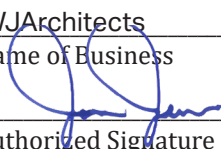


SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENT’S SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Respondent’s Acknowledgement
 - ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
 - ☒ Form 9.4 – Drug Free Preference Statement
 - ☒ Form 9.5 – Public Entity Crimes Statement
 - ☒ Form 9.6 – Anti-Collusion Form
 - ☒ Form 9.7 – Statement of Respondent’s Qualifications
 - ☒ Form 9.8 – Professional References for Previous Experience
 - ☒ Form 9.9 – Authorized Signatures/Negotiators
 - ☒ Form 9.10 – Scrutinized Companies Certification
 - ☒ Form 9.11 – E-Verify Affidavit
 - ☒ Proof of E-Verify from website (My Company Profile)
 - ☒ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - ☒ Form 9.13 – Affidavit of Compliance With F.S. 287.138
 - ☒ Form 9.14 – Non-Disclosure Agreement for Confidential Materiel
 - ☒ Exhibit “A” – Description of Confidential Material
 - N/A Form 9.15 – No Submittal Request Form (Only complete and return if not submitting a response.)
 - ☒ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - ☒ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as “Active”.
- N/A If applicable – copy of county business license of primary business operations
- ☒ Submission of one (1) original marked “ORIGINAL”, five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: WJArchitects
Name of Business


Authorized Signature

11/04/2025
Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENT'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

WJArchitects
Name of Business

132 Mirror Lake Dr N, Unit 301

Mailing Address

Authorized Signature

St. Petersburg, FL 33701

City, State & Zip Code

Printed Name and Title

(727) 822-5566

Telephone Number

59-3150693

jason@wjar.com

E-mail Address

Federal Identification No.

STATE OF: Florida COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by JASON JENSEN and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed name of Notary Public, commission number and expiration:



This form must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 10/24/2025 Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

WJArchitects

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: Florida COUNTY OF: Pinellas

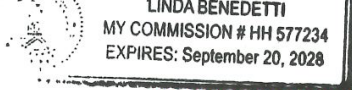
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4th day of November, 2025, by Jason Jensen and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

WJArchitects

Name of Business

Authorized Signature

Sasan Jensen, President

Printed Name and Title

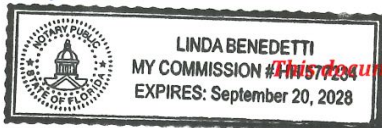
STATE OF: Florida COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by Sasan Jensen and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Linda Benedetti
Printed, typed or stamped name, commission and expiration:

Notary Public, State of Florida



This document must be completed and returned with your Submittal

**FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jason Jensen, who, being by me first duly sworn, made the following statement:

1. The business address of WJArchitects (name of Respondent or business) is
132 Mirror Lake Dr N, Unit 301 St. Petersburg, FL 33701
2. My relationship to WJArchitects (name of Offeror or business) is President
(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____.~~ A copy of the order of the Division Administrative Hearing is attached.
(Draw a line through paragraph 7 if paragraph 6 above applies)

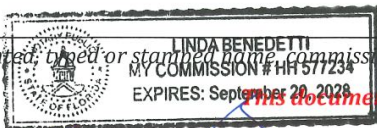
STATE OF: Florida
COUNTY OF: Pinellas

WJArchitects
Name of Business
[Signature]
Authorized Signature
JASON JENSEN, President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by JASON JENSEN and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: WJArchitects

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jason Jensen

TITLE: President

ADDRESS: 132 Mirror Lake Dr N, Unit 301

CITY, STATE AND ZIP CODE: St. Petersburg, FL 33701

TELEPHONE: (727) 822-5566

F.E.I.N.: jason@wjarc.com

NO statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Respondent: Wannemacher Jensen Architects, LLC dba WJArchitects
- B. Permanent main office address: 132 Mirror Lake Dr N, Unit 301 St. Petersburg, FL 33701
- C. Date organized: 11/05/1992
- D. If a corporation, where incorporated: State of Florida
- E. How many years have you been engaged in the business under your present firm or trade name? 17
- F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.** See Pages 18-20
- G. Have you ever failed to complete any work awarded to you? If so, where and why? No
- H. Have you ever defaulted on a contract? If so, where and why? No
- I. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.** N/A
- J. List the projects related to the work in this RFSQ recently completed by your company, showing the cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.** See Page 22
- K. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.** See Page 23
- L. Credit currently available: \$ N/A
- M. Give bank name, contact name and phone number: N/A

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement Qualifications.

STATE OF: Florida

COUNTY OF: Pinellas

WJArchitects
Name of Business

[Signature]
Authorized Signature

Jason Jensen, President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of October, 2025, by Jason Jensen and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

I. List your major equipment currently owned or leased: N/A

J. List the projects related to the work in this RFSQ recently completed by your company, showing the cost for each and the month and year completed:

Project Name	Client	Status / Year Completed	Cost	Rec Center	Multipurpose/ Conference Space	Parking/ Walkways
Bert Bosrom Park Master Plan	Town of Lake Park	Design	\$117K	•	•	•
Pasadena Hills Super Park	Pasco County	Design	\$30M	•	•	•
Branchton Regional Park	Lake Park CRA	Design	\$1.8M			•
Village Commons Park	Village of Palm Springs	Design	TBD			•
Weston Vista Park	City of Weston	Design	\$24M	•	•	•
Pelican Bay Community Center	Pelican Bay	Design	\$20M	•	•	•
Nathan Benderson Park	Nathan Benderson	Design	\$60M	•	•	•
North Port Parks&Rec Master Plan	City of North Port	Design	\$51K			•
Miami Shores Village Parks Master Plan	FRM / WRK Design	Design	\$26K	•		•
72nd Street Community Complex	City of Miami Beach	Design	\$98M	•	•	•
St. Pete Athletic Pickleball	St. Pete Athletic	Construction	\$8M	•	•	•
St. Paul's Gym Renovation	St. Paul's School	Construction	\$5.6M	•		
JMP Pool & Pumphouse	Manatee County	Construction	\$2.9M			
Village of Pinecrest Gary Matzner Park	KEITH	Construction	\$4M			•
YMCA Gills Development	YMCA of Greater St. Pete	Construction	\$3.4M	•	•	•
St. Pete ARPA Recreation Projects	City of St. Pete	Construction	\$947K	•		
Tigers DR Player Development Academy	Detroit Tigers	Construction	\$18.5M	•	•	•
Currie Park	City of West Palm Beach	Construction	\$27.6M			•
Tigers Player Development Academy	Detroit Tigers	Construction	\$2.5M	•		•
Long Center Renovations	City of Clearwater	Bid/ Permitting	\$14.5M	•		
Palm Harbor Recreation Center	Pinellas County	Bid/ Permitting	\$15M	•	•	•
AHN Wellness Center & Gym Expansion	Academy of the Holy Names	Funding	\$4.7M	•	•	
Tigers Baseball Operations Building	Detroit Tigers	12/2025	\$7.4M	•	•	•
Gaines Park & Community Center	City of West Palm Beach	12/2025	\$14.8M	•	•	•
Lakeland Family YMCA	YMCA	10/2025	\$14.6M	•		•
Hernando County Veterans Park	Hernando County	08/2025	\$680K			•
John Marble Park - Recreation Center	Manatee County	05/2025	\$16.9M	•	•	•
Tierra Verde Recreation Center	Pinellas County	04/2024	\$3.4M	•		•
Skills Center	Skills Center	12/2023	\$18M	•		•
Speer YMCA	YMCA + PCSB	12/2023	\$48M	•	•	•
Plantation Central Park Master Plan	City of Plantation	12/2023	\$279K	•		•
Shore Acres Recreation & Aquatics Facility	City of St. Petersburg	2022	\$11.5M	•	•	•
C.R. Kelly Recreation Center	City of Gainesville	2022	\$1.75M	•		•
Bayhead Action Park Design	City of Largo	03/2021	\$6M	•		•
Wesley Chapel Recreation Center	Pasco County	2021	\$4.5M	•	•	•
Countryside Athletic Facility	City of Clearwater	2020	\$2.2M			•
St. Pete Pier Approach Park	City of St. Petersburg	2020	\$20M		•	•

K. Background and experience of the principal members of your organization, including the officers:



Jason Jensen, AIA, LEED AP

Jason is a licensed Architect and the Managing Principal of WJArchitects. A University of Florida graduate, Jason began his career in New York before returning home with the goal of promoting the innovation of architectural design across Florida. A strong advocate for sustainable architecture, Jason seeks to integrate green design elements into every project. With each project and any given set of parameters or challenges, Jason strives to provide creative design solutions that promote community and client ambitions, advance creative development, redefine conventions, and generate purpose driven solutions.

Education:

Masters of Architecture, University of Florida 2001



Harold Somarriba

Harold brings extensive experience collaborating with building officials, owners, and contractors to ensure that project goals and design intent are achieved through all phases of development. Since joining WJA, Harold has led several major initiatives, including the City of Doral's largest park and recreation center and the Madeira Beach Municipal Complex. In addition to his architectural expertise, Harold spent several years in the construction field as a Construction Administrator, overseeing day-to-day coordination. This dual background in design and construction enables him to deliver projects efficiently, balancing quality, budget, and schedule across a wide range of project types.

Education:

Masters of Architecture, University of Florida 2001



Steve Boruff, AIA, NCARB

With 46 years of experience in architectural design and planning, Steve has worked with public and private clients, specializing in facility assessments, site selection, space planning, and ADA compliance. He brings extensive knowledge of the Florida Building Code, NFPA, and local ordinances. In 2023, WJArchitects acquired Stephen Boruff Architects + Planners (SBA), where Stephen served as Founder and President. Under his leadership, SBA established lasting client relationships across Palm Beach, the Treasure Coast, and Southeast Florida. His continued leadership and strong local connections ensure efficient project delivery and high-quality outcomes.

Education:

Master of Arts in Architecture, University of Florida, 1976



Chris Mercer

Chris is the Chief Financial Officer at WJArchitects. Chris brings over a decade of expertise in managing and overseeing business operations, accounting, and IT functions. With a bachelor's degree in Business Administration from Bluefield University, Chris began his professional career in 2011 as an Asset Preservation Coordinator at Mortgage Contracting Services before joining WJA as CFO. His leadership ensures seamless financial management, operational efficiency, and technological oversight, contributing to the company's growth and stability. With a strategic approach and a commitment to excellence, Chris plays a vital role in driving WJA's success.

Education:

Bachelors in Business Administration, Bluefield University, 2010

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

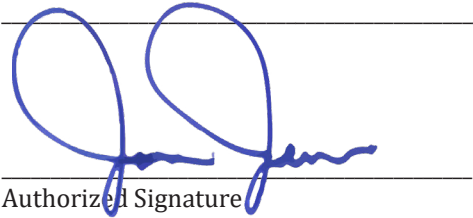
The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of St. Petersburg Procurement
Contact Person: Raul Quintana
City, State: St. Petersburg, FL
Telephone Number: (727) 893-7230
Email Address: raul.quintana@stpete.org
Description of goods/services provided: New construction, full architectural design services & interior design
Contract Amount: \$20M
Start/End Date of Contract: Start: 2017, End: 2020
2. Company Name: City of New Port Richey
Contact Person: Debbie L. Manns
City, State: Port Richey, FL
Telephone Number: (727) 853-1021
Email Address: mannsd@cityofnewportrichey.org
Description of goods/services provided: Renovation and addition, design-build
Contract Amount: \$2.1M
Start/End Date of Contract: Start: 2015, End: 2018
3. Company Name: YMCA of Greater St. Petersburg
Contact Person: David W. Jezek
City, State: St. Petersburg, FL
Telephone Number: (727) 895-2204
Email Address: djezek@stpeteymca.org
Description of goods/services provided: Full architectural design services, new construction, design-build
Contract Amount: \$48M
Start/End Date of Contract: Start: 2021, End: 2024

This document must be completed and returned with your Submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
<u>Jason Jensen</u>	<u>President</u>	<u>(727) 308-2711</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
 <u>Authorized Signature</u>	<u></u>	<u></u>
<u>Jason Jensen</u> Print Name of Authorized Signature		

This document must be completed and returned with your Submittal

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Jason Jensen, President, on behalf

(Print Name and Title)

of WJArchitects ("Company"), certify that WJArchitects

(Company Name)

(Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

WJArchitects

COMPANY NAME

PRINT NAME

STATE OF FLORIDA

SIGNATURE

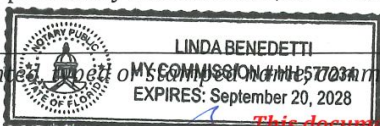
TITLE

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by JASON JENSEN and who:

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

Printed Name of Notary Public, State of Florida



Printed Name of Notary Public, State of Florida

This document to be completed and returned with your Submittal

FORM 9.11 - E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Architectural Services for New Recreational Center

Solicitation Number: RFSQ #25-22

I, the undersigned hereby certify that WJArchitects (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of WJArchitects (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Jason Jensen, President
Print or Type Name, Title

[Signature]
Signature of Affiant

59-3150693
Federal Employer ID Number (FEIN)

1299127
E-Verify Number

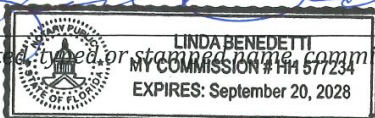
STATE OF FLORIDA

COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by JASON JENSEN and who:

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

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



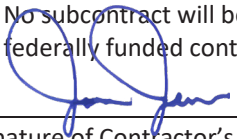
This document to be completed and returned with your Submittal

**FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

Date

11/4/2025

Jason Jensen, President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of WJArchitects
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: November 4, 2025

Signed: [Signature]

Entity: WJArchitects

Name: JASON JENSEN

Title: President

STATE OF: Florida

COUNTY OF: Pinellas

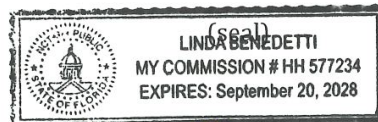
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 2025, by JASON JENSEN and who:

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

Linda Benedetti

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:



My commission expires: 9-20-2028

[Signature]

This document must be completed and returned with your Submittal

FROM 9.14 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 25-22

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: WJArchitects

Address: 132 Mirror Lake Dr N Unit 301 St. Petersburg, FL 33701

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

- f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
 5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
 6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
 7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
 8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
 9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
 10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: WJArchitects

NAME: Jason Jensen

TITLE: President

DATE: 11/04/2025

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Contracts on hand: see pages 18-20

FORM 9.15 – LISTING OF SUBCONSULTANTS

The Respondent proposes that the following subconsultants are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subconsultants listed, the successful **Respondent shall not substitute subconsultants without prior approval from the City Representative**. Respondent can attach additional sheets as necessary.

Subconsultant No. 1

Name of Company: CMTA

Description of Work to be Performed: MEP Engineering

Previous Experience Together: ☒ Yes ☐ No

Subconsultant No. 2

Name of Company: Thorton Tomasetti

Description of Work to be Performed: Structural Engineering

Previous Experience Together: ☒ Yes ☐ No

Subconsultant No. 3

Name of Company: Zev Cohen & Associates

Description of Work to be Performed: Civil Engineering

Previous Experience Together: ☒ Yes ☐ No

Subconsultant No. 4

Name of Company: GAI Consultants

Description of Work to be Performed: Landscape Architecture

Previous Experience Together: ☒ Yes ☐ No

Subconsultant No. 5

Name of Company: Team Pain

Description of Work to be Performed: Skate Park Design

Previous Experience Together: ☐ Yes ☒ No

Subconsultant No. 6

Name of Company: _____

Description of Work to be Performed: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

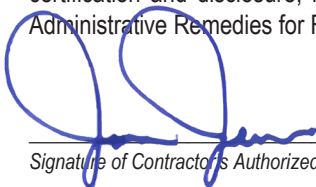
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, WJArchitects, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jason Jensen, President

Name & Title of Contractor's Authorized Official

Date: 11/04/2025

This document must be completed and returned with your Submittal

State of Florida

Department of State

I certify from the records of this office that WANNEMACHER JENSEN ARCHITECTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 18, 2025, effective November 5, 1992.

The document number of this limited liability company is L25000117811.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of June, 2025*




Secretary of State

Tracking Number: 4764616559CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

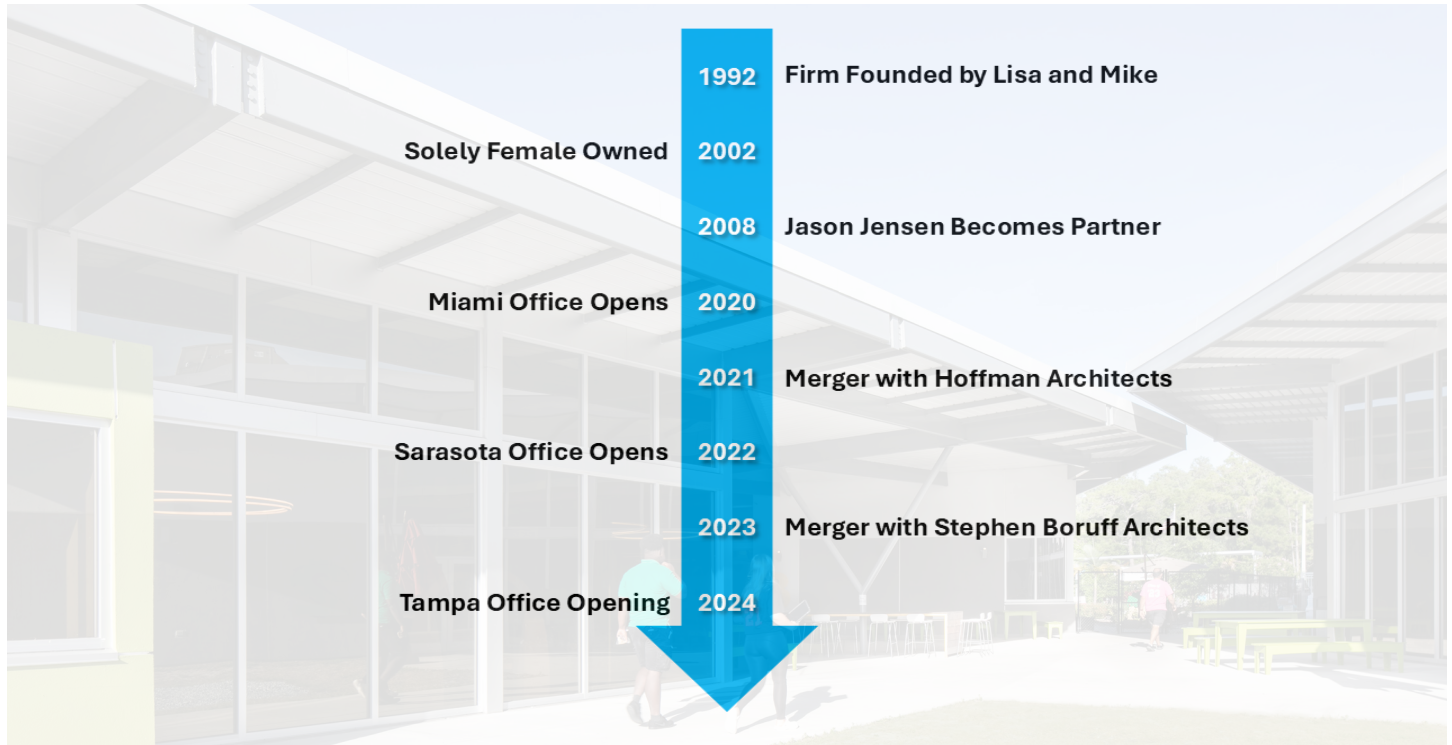
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Tab B

Company Profile - History and Qualifications of Firm



Corporate History of Firm



YEARS IN BUSINESS:

33 years

LOCATION OF HOME OFFICE:

132 Mirror Lake Dr N
Unit 301
St. Petersburg, FL 33701

LOCATION OF OFFICE WORK WILL BE PERFORMED:

132 Mirror Lake Dr N
Unit 301
St. Petersburg, FL 33701

SERVICES:

Architecture
Interior Design
Design-Build Construction
Production Design
Real Estate/Development

WJArchitects (WJA), founded in 1992, is an interdisciplinary architecture firm that designs and creates engaging spaces for working, living, learning and playing. The firm's design methodology is centered on the belief that architecture can inspire positive change and enrich society. With each project and any given set of challenges, we strive to provide creative and innovative design solutions that promote community and client ambitions, safe and healing environments, redefine conventions, and generate purpose driven solutions. From our origins as a single-office practice to today's statewide studio, we have grown into a trusted partner for municipalities and public sector agencies across Florida.

Over the years, our commitment to excellence has been unwavering, and our portfolio speaks volumes about our capabilities. We have had the privilege of designing more than 50 recreation centers and 80 parks. We understand the importance of creating spaces that not only meet the functional needs of the users, but also foster a sense of belonging and inclusivity. We have deep expertise in the specialized design, technical execution, and planning of recreation centers and parks, tailored to all sizes and budgets. Through the application of innovative design solutions, we exceed fundamental requirements to develop recreational facilities that authentically reflect and instill a sense of pride in both the community and the staff who utilize them. Our innovative approach has consistently delivered creative solutions that achieve meaningful cost savings while maintaining design integrity. We continue to explore new materials, technologies, and methodologies, pushing the boundaries of traditional design to deliver exceptional outcomes that resonate with the communities they serve.

75

FULL TIME STAFF

65+

MUNICIPALITIES

50+

RECREATION CENTER
PROJECTS

Relevant Experience

"They listened to our needs and were able to create a vision that exceeded our expectations."

~ Debbie Mann, City Manager
New Port Richey



Project Name	Client	Year Completed
Nathan Benderson Sports Complex	Nathan Benderson Conservancy	Design
Phillies Carpenter Complex	City of Clearwater	Design
St. Pete Athletic Pickleball Club	St. Pete Athletic	Design
Tigers Baseball Operations Building	Detroit Tigers	In Construction
Tigers Player Development Academy	Detroit Tigers	In Construction
Tiger DR Player Development Academy	Detroit Tigers	In Construction
YMCA Gills Redevelopment	YMCA	In Construction
Gaines Park & Recreation Center	City of West Palm Beach	In Construction
John Marble Park	Manatee County	In Construction
Lakeland Family YMCA	YMCA	2025
Skills Center	Skills Center	2024
Tierra Verde Recreation Center	Pinellas County	2024
Plantation Central Park Master Plan	City of Plantation	2023
Speer YMCA	YMCA + Pinellas County School Board	2023
FAST Premier Aquatics Center	On Top of the World Development	2022
Shore Acres Recreation & Aquatics Facility	City of St. Petersburg	2022
C.R. Kelly Recreation Center	City of Gainesville	2022
Wesley Chapel Recreation Center	Pasco County	2021
St. Pete Pier Approach Park	City of St. Petersburg	2020
Countryside Athletic Facility	City of Clearwater	2020
Bayfront Park Rec. Center Master Plan	Town of Longboat Key	2019
Pompey Park Community Center Master Plan	City of Delray Beach	2019
Butler Park Pool	City of North Port	2019
Phillies Spectrum Field Improvements	City of Clearwater	2019 (Design)
Sabrina Cohen Adaptive Recreation Center	City of Miami Beach	2019 (Concepts)
Phillies Spring Training Facility Expansion	City of Clearwater	2018 (Design)
NPR Rec. & Aquatics Center (addition/renovation)	City of New Port Richey	2018
Doral Legacy Park & Rec. Center	City of Doral	2018
Morningside Rec. Center	City of Clearwater	2018
Julian B. Lane Riverfront Park	City of Tampa	2018
Orlando City Soccer Training Complex	The Tavistock Group	2017 (Design)
Bayfront Park Implementation	Town of Longboat Key	2017
Crest Lake Park Master Plan	City of Clearwater	2017
Sims Park Master Plan & Implementation	City of New Port Richey	2016
Madeira Beach City Centre & R.O.C. Park	City of Madeira Beach	2015
Fossil Park Master Plan	City of St. Petersburg	2015
Gladden Park Rec. Center (addition/renovation)	City of St. Petersburg	2013

We are Sports Designers.



Qualifications

WJA stands apart by offering the perfect balance between the resources of a large firm and the personalized attention of a dedicated, local team. We have the manpower and expertise to handle complex projects while maintaining a hands-on, client-focused approach. Our leadership team remains actively engaged throughout the entire process, ensuring that each project receives strategic oversight and thoughtful innovation. Our renowned park and recreation design expertise allows us to create spaces that are highly functional, seamlessly integrated, and deeply connected to their surroundings.

Inspired Design

At WJA, our mission is to create inspired designs that innovate across all typologies, engage all people, and serve all communities. We approach each project with a commitment to purposeful design, ensuring that our work is both contextually responsive and forward-thinking. Through a highly collaborative process, we develop solutions that enhance user experience, strengthen community connections, and contribute to long-term societal well-being. Guided by a clear vision and intentional design principles, we strive to create environments that are not only functional and aesthetically refined but also enduring in their impact. We view constraints as opportunities, encouraging a diversity of thought that leads to innovative solutions. By leveraging curiosity and supporting lifelong learning, we push the boundaries of what is possible in design. Our approach transforms spaces into environments that move, elevate, serve, and unite. Through thoughtful, intentional architecture, we create places that inspire, bring people together and leave a lasting positive impact.

This commitment to thoughtful, purpose-driven design is reflected in our dedication to bringing your project to life. We have a deep understanding of how to create dynamic spaces that foster engagement and elevate the user experience. Our history in sports and recreation design allows us to anticipate challenges, optimize programming, and implement innovative solutions that enhance both functionality and aesthetics. Our specialized knowledge enables us to craft environments that support athletes at every level, from community leagues to elite training programs, ensuring that every space is tailored for peak performance, multi-function, and long-term success.

Capacity

Our firm provides a full team of support, ensuring efficiency, quality, and seamless execution at every stage of the project. We have a dedicated Quality Assurance/Quality Control (QA/QC) department, led by a Principal and Director, who provide direct oversight at every milestone to ensure each phase meets the highest standards. Additionally, we have an in-house BIM specialist to enhance coordination, multiple principals who remain involved from concept to completion, and a sister company, Create Building Co., that provides independent quality control reviews and cost estimates. Our depth of resources and cross-trained staff enables us to sustain performance and continuity even in the event of a potential loss of key personnel, ensuring that project delivery remains uninterrupted and fully compliant with contract terms. Every decision we make is driven by the goal of enhancing the user experience, creating spaces that are not only visually striking but also operationally effective.

Work Philosophy

Communication is a defining strength of WJA. We are the most responsive firm in the industry, with a commitment to responding within the same business day. Our collaborative approach ensures that every client's voice is heard from the very beginning. Our early meetings start with a blank slate, there are no preconceptions about what is right for your project. Instead, we facilitate open discussions that allow all stakeholders to share their needs, visions, and aspirations. This participatory process continues throughout the design phase, with multiple iterations and options explored with the client to ensure that the final design exceeds expectations. Our clients are true partners in the process, and our transparent, interactive approach results in projects that are not only successful but deeply reflective of the community they serve.

Sustainability and Resiliency

Sustainability and resiliency are embedded in our design philosophy, ensuring that projects balance environmental responsibility with long-term economic feasibility. We take a holistic approach to sustainability, integrating eco-friendly features such as rain gardens, native landscaping, and high-performance building materials. Our designs prioritize energy efficiency through advanced facade systems, water-saving technologies, and passive environmental strategies, reducing operational costs over time. Understanding that operational funding often lags behind capital investments, we emphasize durable, low-maintenance solutions that ensure long-term performance while minimizing ongoing expenses.

Expertise

At WJA, parks and recreation projects are more than just a specialty, they are the foundation of our firm's identity. Our deep understanding of active public spaces allows us to anticipate challenges, optimize programming, and enhance user experiences. By drawing from our extensive portfolio, we implement tested, innovative solutions that create dynamic environments fostering community engagement, athletic excellence, and elevated recreational opportunities. We've selected a team of highly experienced individuals

WJA excels in creating vibrant, community-centered spaces that foster engagement and reflect the character of their surroundings. Our designs seamlessly blend architecture with the natural landscape, integrating green public spaces, pedestrian pathways, and community gathering areas. With a strong track record of incorporating public art, cultural elements, and historical references, we ensure that each space celebrates the spirit of its community while enhancing both functionality and aesthetic appeal.

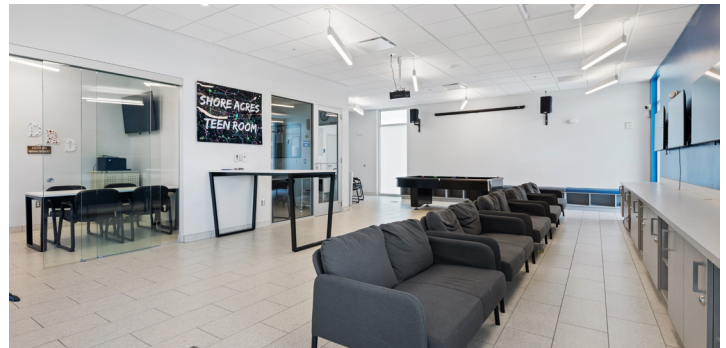
Conclusion

At WJA, we don't just design buildings, we create experiences. We push boundaries, maximize opportunities, and deliver spaces that elevate communities. Our combination of technical expertise, creative vision, and client-first approach ensures that every project we undertake is built for long-term success. With a full-service team, a passion for sustainability, and a commitment to seamless communication, WJA provides an unmatched level of service that sets us apart in the industry.



Shore Acres Recreation Center

St. Petersburg, FL



Project Start: 2019

Project Completion: 2022

Original Budget: \$9.1M

Final Budget: \$11.5M

Owner's Contact:

Lynn Bittner

One 4th St. N.

St. Petersburg, FL 33701

(727) 893-7571

Project Size: 20,825 sf

On Schedule ✓

On Budget: ✓

The new two-story, 20,825 sf Recreation Center is designed as a dynamic indoor sports complex and multi-purpose gathering space, seamlessly integrated with the surrounding park. At its core, the facility features an indoor gymnasium that supports a variety of sports and recreational activities, providing a year-round destination for athletes of all ages. Complementing the sports courts are flexible meeting and activity spaces, including a teen room, party room, kitchen, multi-purpose room, discovery rooms, and study rooms. Administrative offices, restrooms, and locker rooms ensure smooth operations and accessibility for all visitors.

The design of both the building and the park prioritizes resilience and sustainability while fostering a fun and safe environment. The surrounding park space is thoughtfully integrated with the recreation center, featuring a playground, play court, multipurpose lawn, dry pond, artificial turf area with seating, and a 40x40 shelter for shaded gatherings. These outdoor amenities extend the functionality of the center, encouraging community engagement and active lifestyles in a setting that harmonizes with the natural landscape.

Morningside Recreation Center

Clearwater, FL



Project Start: 2015

Project Completion: 2019

Original Budget: \$6M

Final Budget: \$4.3M

Owner's Contact:

Leroy Chin

100 S Myrtle Ave

Clearwater, FL 33756

(727) 562-4856

Project Size: 21,000 sf

On Schedule: Design was on time, construction was delayed due to contractor

Budget: Under budget, saved contingency and owner purchased items directly

The new 21,000 sf facility that includes a double gymnasium, fitness center, locker room and administrative offices. The facility was constructed within an existing 7.8 acre recreation complex that included an aquatics facility, children's playground and tennis courts. The site for the new recreation center posed a difficult design challenge: the original plan for the property did not account for a building of this type, and the existing programs, scattered haphazardly throughout the site, needed to remain. Complicating matters further, the site sits at the junction of two intersecting street grids with orientations. This project gave us the opportunity to bring order to the campus by consolidating and streamlining movement through the complex. The new facility weaves existing and new programs together, serving as the central nexus of the campus. To achieve this, the facility the building was organized into two wings defined by their programmatic uses, each rotated to align with adjacent site elements.

The recreation center is organized around a central lobby that provides clear site lines of the various facility programs to the administrative offices. The lobby interfaces with the gym, fitness center, office, social programs, and the exterior entrances. The tertiary space both separates and connects the program as an organizing element. It also resolves the rotation between the building's wings and provides efficient circulation to each space as it absorbs traditional hallway circulation and combines it with the lobby. The facility appears as if the building was part a master plan, seamlessly connecting old programs with the new.

Wesley Chapel Recreation Center

Wesley Chapel, FL



Project Start: 2019

Project Completion: 2021

Original Budget:

Phase 1: \$4.5M

Phase 2: \$21M

Final Budget:

Phase 1: \$4.5M

Phase 2: \$21M

Owner's Contact:

Justin Granholm

7220 Osteen Rd.

New Port Richey, FL 34653

(727) 484-3059

Project Size: Varies

On Schedule ✓

On Budget ✓

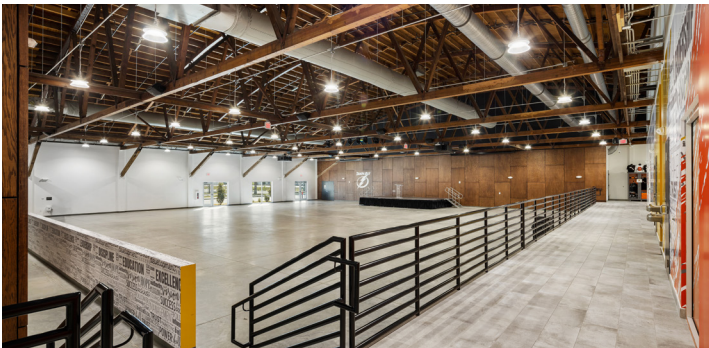
This project consists of a multi-phase 140-acre regional park supporting baseball, football, soccer, basketball, and tennis within an existing pine forest and large wetland site.

Phase 1 elements include soccer/baseball/football fields, basketball/tennis courts, a large maintenance complex, three concession/food service buildings, several picnic shelters, storage buildings, a playground, and a fitness trail. Phase 1 included the design for a new 26,500 sf community center with gymnasium and multi-purpose rooms, a 3-pool aquatics complex and a 12,000 sf skate park, all of which were ultimately not built in phase 1. The recreation center was also designed to be a hurricane shelter. The site was designed to minimize environmental impact and highlight the existing landscape. Playing fields were placed in response to existing contours and buildings were located to capture views of the environment. Roadways and parking lots meander through the site to minimize the walking distance to each destination.

Phase 2 consists of the redesign and the construction of the recreation center, which was reduced to 18,000 sf. The recreation center includes a full gymnasium, 2 multi-purpose rooms, admin offices, and a covered outdoor stage area. A roller hockey rink was also constructed during this phase and a future splash pad was planned to be adjacent to the building.

Tampa Skills Center

Tampa, FL



Project Start: 2021

Project Completion: 2024

Original Budget: \$10.5M

Final Budget: \$18M

Owner's Contact:

Celeste Roberts
6919 N. Dixon Avenue
Tampa, FL 33604
(813) 703-1324

Project Size: 55,000 sf

On Schedule ✓

Budget: Over budget, scope
doubled in size

The Skills Center collaborative, in partnership with our in-house construction firm, Create Building Company, transformed a 55,000 sf facility in East Tampa into a state-of-the-art indoor sports complex and training center. Designed to serve youth ages three to eighteen, the facility provided a comprehensive approach to personal development, combining sports training, academic enrichment, and life skills education. At the heart of the renovation was an expansive 18,000 sf, three-court indoor gymnasium, offering young athletes a premier space for AAU basketball, volleyball, and other court-based sports. This top-tier sports complex was complemented by specialized training areas, ensuring that athletes received high-level skill development in a dedicated, professional environment.

Beyond the courts, the facility housed modern office spaces and seminar-style training rooms, creating a hub for mentorship, career development, and educational support. The inclusion of a state-of-the-art demonstration kitchen serves as a center for culinary training, while an innovative E-sports training area caters to the growing demand for competitive gaming and digital literacy programs. A flexible multipurpose space further enhanced the center's offerings, providing opportunities for sports-specific skills training, leadership development, and community engagement. These diverse spaces ensured that the center functions as more than just a gym, it is a dynamic environment for learning, training, and personal growth.

Morgan Family Recreation Center

North Port, FL



Project Start:

Phase 1: 2009

Phase 2: 2017

Project Completion:

Phase 1: 2011

Phase 2: 2018

Original Budget:

Community \$14.2M

Final Budget: \$15.5M

Owner's Contact:

Sherry Borgsdorf
6207 W Price Blvd,
North Port, FL 34291
(727) 587-6720

Project Size: 33,000 sf

On Schedule ✓

On Budget ✓

This new 33,300 sf recreation center, set on 42 acres in North Port, was designed as a multi-use facility concept to meet the interest of the entire community. Featured amenities are an expanded gymnasium with six basketball backboards, a fitness center, and a dance room. These versatile courts accommodate a variety of sports and recreational activities, providing a year-round destination for athletes of all ages. Beyond the sports facilities are flexible meeting spaces, a multipurpose room, a teen lounge, a game room, and an arts and crafts room, all designed to serve the diverse interests of the community.

The project was developed in two phases, with significant input from the community, staff, and City Commission shaping the design. Phase 2 introduced the Butler Park Pool, an aquatics center that shares the site with the existing sports facility and the Morgan Family Community Center, also completed by WJA. This aquatic complex includes a 25-meter by 25-yard competition pool, a lazy river, a leisure pool with spray features, and supporting amenities such as a bathhouse, concession area, restrooms, office spaces, filtration facilities, bleachers, shade structures, and site furnishings. Together, these elements create a dynamic recreational hub that serves North Port's growing community.

NPR Recreation Center

St. Petersburg, FL



Project Start: 2015

Project Completion: 2018

Original Budget: \$2.1M

Final Budget: \$2.1M

Owner's Contact:
Debbie Manns
5919 Main Street,
New Port Richey, FL 34652
(727) 853-1021

Project Size: 35,000 sf

On Schedule ✓

On Budget ✓

Located on the edge of Downtown New Port Richey, the Recreation Center is a 35,000 sf multi-level facility originally constructed in 2006. WJA designed the renovations to further enhance community well-being and quality of life by elevating the user experience for current and future members.

The most prominent renovations consist of the relocation and expansion of the health fitness center and child care center which added 1,512 sf to the front of the building. Both spaces enjoy vast views and abundant daylighting through the new 20 ft high curtain wall along the front facade. A new indoor playground, which encompasses 336 sf of floor space and stands 19 ft tall, is an exciting activity found in the new child care center. Other renovated spaces include the main entrance lobby, with a newly designed reception desk, administration suite, an activity room, and a multi-purpose room for hosting community events & receptions.

Doral Recreation Center

Doral, FL



Project Start: 2014

Project Completion: 2017

Original Budget: \$19.7M

Final Budget: \$17.8M

Owner's Contact:
Barbie Hernandez
11400 NW 82nd Street
Doral, FL 33178
305.416.1341

Project Size: Varies

On Schedule ✓

Budget: Under budget, 24 change orders - reduction of \$1.9M

Doral Legacy Park is an 18-acre recreational park and two-story 38,280 sf LEED Silver recreation building that provides the City of Doral with a vibrant social and active public space. The design fosters community engagement while respecting the boundaries of the surrounding residential communities. Located along the northern edge of the City and divided into two unequal parcels by a collector road, the site presented both a challenge, and an opportunity to create a city gateway that weaves the park and urban fabric into a welcoming gesture animated by the park's diverse activities. This condition required careful design consideration for program placement and the safe movement of users across the site. A pedestrian bridge extending from the east side of the recreation building provides safe passage over the roadway that bisects the park. Program elements were deliberately organized to showcase the building's and park's many activities along the street edges, activating public interest in fitness, wellness, and community life.

The recreation program provides a variety of indoor and outdoor opportunities for active and passive recreational activities for all ages. The recreation building includes a double gymnasium, multi-purpose and activity rooms, and indoor playground. The recreational park includes a civic lawn, band shell, oval shelters, splash pad, outdoor playgrounds, football/soccer fields, softball / baseball field, basketball courts, beach volleyball courts, tennis courts, storage/concession/restroom buildings, walkways and bike paths.

Speer YMCA

St. Petersburg, FL



Project Start: 2021

Project Completion: 2023

Original Budget: \$48M

Final Budget: \$48M

Owner's Contact:
Lynn Bittner
One 4th St. N.
St. Petersburg, FL 33701
(727) 893-7571

Project Size: 111,757 sf

On Schedule ✓
On Budget ✓

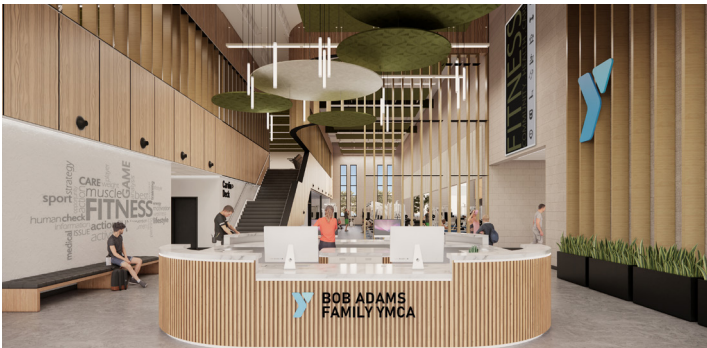
The Speer YMCA and Middle School Partnership represents an innovative model for shared community resources, uniting recreation, education, and wellness within a single 111,757sf campus. Designed to maximize both site efficiency and impact, the facility brings together two organizations with aligned missions, health, wellness, and youth development, creating an environment that supports physical activity, learning, and social connection.

At the core of the campus is the recreation center, a dynamic hub of activity that serves both students and the broader community. The gymnasium accommodates basketball, volleyball, and pickleball, hosting both school athletics and YMCA programming throughout the year. A second-level wellness center includes multiple fitness studios, a dedicated cycling room, an e-sports room, and an outdoor wellness terrace that extends fitness activities into the open air. Together, these spaces provide flexible opportunities for recreation, training, and community events, promoting lifelong wellness across generations.

By integrating education and recreation within a cohesive architectural framework, this project creates a vibrant, inclusive destination that fosters healthy living, academic success, and community engagement, all within a single, efficiently planned site.

Lakeland Family YMCA

Lakeland, FL



Project Start: 2022

Project Completion: Ongoing, est. 2026

Original Budget: \$14.6M

Final Budget: \$14.6M

Owner's Contact:

Zach Mariacher
3620 Cleveland Heights Blvd,
Lakeland, FL 33803
(215) 313-0966

Project Size: 51,183 sf

On Schedule ✓

On Budget ✓

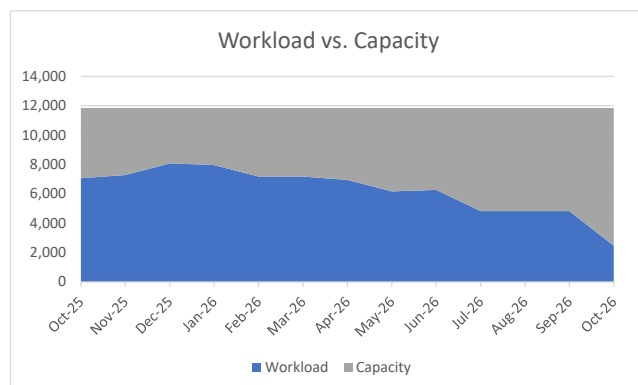
The YMCA Lakeland project is an addition and renovation to an existing fitness and childcare center. It includes a 31,317 sf two-story field house and the renovation and expansion of the 19,866 sf childcare center. Additional improvements include new equipment and massage therapy rooms in existing areas and a large indoor youth swimming facility.

The field house addition introduces a new main entrance and reception area, creating the welcoming "face" of the YMCA. Program elements include an elevated running track, indoor soccer field, basketball courts, cardio deck, and a new weight room. Originally planned as a larger renovation, the design was creatively reconfigured to reduce costs while still delivering a state-of-the-art exercise facility and modern, community-focused entrance.

The childcare addition increases student capacity and provides modern amenities, including two new classrooms, six toilet rooms, an indoor play area, and a large dining hall with a learning kitchen. A transparent folding door allows children to observe cooking classes, enhancing engagement and learning. Security was a key focus, with a controlled vestibule and emergency lockdown system to ensure a safe environment for students.

Commitment to Schedule and Cost Control

WJA currently maintains a moderate workload and our proposed project team has ample availability and capacity to undertake this contract. With 75 staff, our firm currently has over 100 active projects underway across Florida. The proposed project team has the availability and capacity to fully support this project, ensuring dedicated attention from design through construction. The adjacent graph illustrates our projected workload through the next calendar year, while the chart on pages 18-20 outlines our current workload. Our staff resources, including subconsultants and dedicated production staff, are carefully balanced across our portfolio, allowing us to meet deadlines without compromising quality. The availability of our production team aligns with the overall capacity of the firm, providing consistent support throughout all phases of the project.



What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?

In the event of a loss of key personnel, WJA has the resources and structure in place to maintain full continuity of services and meet all contract obligations. Our depth of talent and cross-trained staff ensure sustained performance, minimizing dependency on any single individual and allowing project delivery to remain uninterrupted and fully compliant with contract requirements. Each project includes designated secondary team members who are familiar with the scope, schedule, and budget, allowing for a seamless transition if needed.

Our leadership team provides oversight to reassign responsibilities quickly and maintain project momentum without disruption. This framework ensures sustained performance, compliance with contract requirements, and uninterrupted communication with the City and stakeholders. Every decision we make is driven by the goal of enhancing the user experience, creating spaces that are not only visually striking but also operationally effective.

Ability to deliver projects on time and within budget

WJA has a proven record of delivering projects on time and within budget by integrating cost estimating, constructability, and scheduling from the outset. Our in-house construction division, Create Building Co., works alongside trusted cost consultants and general contractors to validate budgets at every milestone, ensuring financial accuracy and control throughout the process.

To assure that the schedule will be met, we establish and consistently maintain a comprehensive Master Schedule to help keep all parties focused on the end result. With direction from City representatives, key deadlines will be integrated into the project schedule. We conduct detailed reviews of these schedules and values, and will flag any notable inconsistencies. Significant non-construction deadlines will be incorporated into the Master Schedule as well. This proactive management approach keeps all stakeholders aligned and allows us to identify and address potential inconsistencies early.

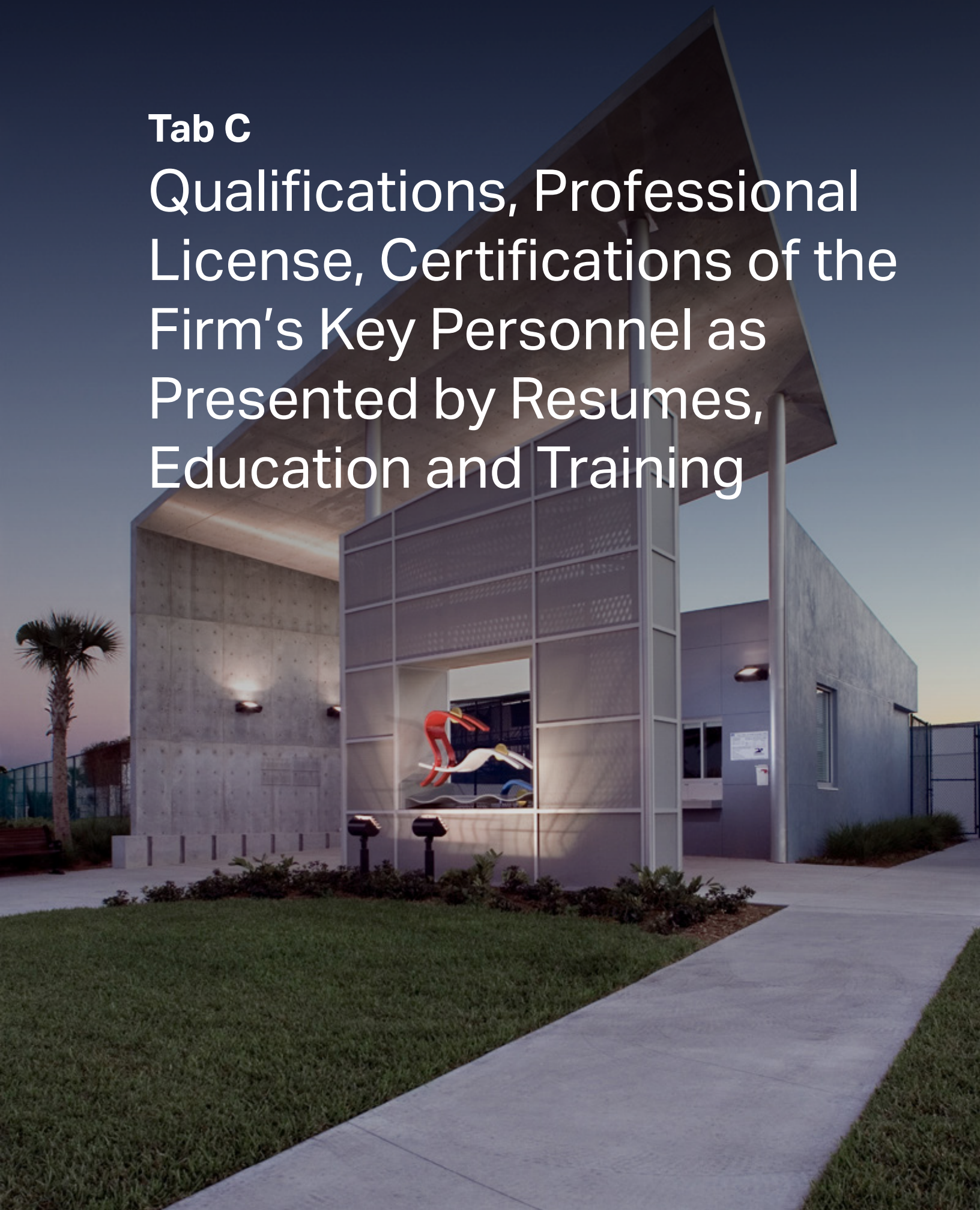
Our in-house cost estimating team further enhances this process by verifying project estimates with precision and critically assessing proposed change orders for validity and cost-efficiency. Beyond cost control, this internal resource strengthens constructability reviews, ensuring that design details and systems align with both budget and schedule requirements. This integrated approach provides a clear framework for decision-making, facilitates transparent communication among all team members, and enables the City to maintain confidence that the project will be delivered efficiently, within budget, and on schedule.

-0.86%
CHANGE ORDERS
PERFORMANCE

-8.97%
BUDGET VARIANCE
ANALYSIS

Tab C

Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training



Organizational Chart

WJA Architects

Project Leadership



Jason Jensen
AIA, LEED AP
Project Executive



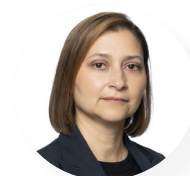
Harold Somarriba
Principal



Nick Bosman
RA, LEED GA
Project Manager



Werner Saravia
RA
Project Manager



Jovanka Somarriba
ID
Senior Interior
Designer

Support Staff

Sanchelle Mercer, AIA
QA/QC Director

Jamison Sweat, Assoc.AIA
Lead Designer

Ryan Gorman
BIM Manager

John Crum
Cost Estimating

Subconsultants

CMTA MEP Engineering

Jason Smith, PE, LEED AP BD+C, CEM
Mechanical Principal

Keith Liatsos PE
Electrical Principal

Kaz Kazeminia
Plumbing & Fire Protection Designer

James Burchard
Senior Electrical & Low Voltage Designer

Thorton Tomasetti Structural Engineering

Brad Malmsten, PE
Structural Principal

David Fusco, PE, FRSE, LEED AP
Project Manager

Team Pain Skate Park Design

Tim Payne
President, Lead Designer

Curt Baker
Construction Superintendent, Designer

Zev Cohen & Associates Civil Engineering

Robert J. Ball, PE
Civil Principal

Haluk Kilic, PE
Project Manager

William D. Lites
Sr. Environmental Scientist

GAI Landscape Architecture

Kristin Caborn, CPRE, FCP
Parks & Public Spaces Director, AVP

Amy Zengotita, CPR, CPM
Parks & Recreation Planner

Andrea Penuela, PLA
Landscape Architect

Jason Holden, PLA
Landscape Architect

Paloma Prieto
Landscape Designer

Aimee Shields, PE
Senior Engineering Manager

Roles and Responsibilities of Participants



Jason Jensen, AIA, LEED AP | Project Executive

As Project Executive, Jason will lead all design efforts and be responsible for overseeing the overall development of the project from beginning to end. Jason is accomplished with complex and multi-faceted projects including cultural projects, performing arts spaces, and public plazas, and has a history collaborating with internationally acclaimed designers in Florida and across the globe.



Harold Somarriba | Principal

Harold will be the Principal responsible for the overall quality of the project. Harold will be actively involved in every aspect of this project from conceptual design through construction. He will make occasional site visits and oversee final drafts of all concept and permitted design work.



Nick Bosman RA, LEED GA | Project Manager

As Project Manager, Nick will be the main point of contact with the City and will guide and lead the project team. Nick will lead all design efforts and be responsible for overseeing the development of the project. He will oversee communication, coordination, and design control.



Werner Saravia RA | Project Manager

Werner will serve as the primary contact and manager of the teams sub-consultants. Along with Nick, he will lead the design and coordination of the project to a successful completion.



Jovanka Somarriba, ID | Senior Interior Designer

Jovanka will assist the design team with all things interior related - developing floor plans, assembling materials and finishes, creating furniture packages, designing millwork, and assisting in the bidding process. Jovanka's experience includes municipal projects of varying size.

Subconsultants

WJA contracts all subconsultants on a project by project basis. Firms are contracted based on the contractual scope of work and are thoroughly coordinated to be in scope with prime agreement. Subconsultants are selected based on their relevant experience, expertise, current workload, and availability to ensure the best fit for the project's specific needs and timelines. If the City has a preferred subconsultant, we will seamlessly integrate them into the team. Otherwise, we will engage trusted partners with proven track records of success. Our goal is to assemble the most qualified and responsive team at the time of the project, prioritizing continuity and accountability from design through construction administration. Like our firm, these subconsultants are local, small- to medium-sized companies dedicated to delivering an exceptional result. Each subconsultant has noted their availability and adequate staffing to serve as part of our team.

**Education:**

Masters of Architecture,
University of Florida
2001

Experience:

24 years

Years with Firm:

23 years

Credentials:

AR94244
NCARB #48738
LEED Accredited
Professional

Awards:

(2) International Awards
(6) Florida AIA Design
Awards

(57) Tampa Bay
AIA Design Awards
Including:

- Florida AIA Firm of the Year (2023)
- Shore Acres Recreation Center // AIA Tampa Bay Sustainability Award of Excellence for Architecture (2022)
- St. Petersburg Pier // Urban Land Institute Global Awards for Excellence Winner (2022)
- Doral Recreation Center // GalaVerde Most Outstanding Green Recreation Facility (2018)

Jason is a licensed architect and LEED-accredited professional with extensive experience in parks and recreation design. Over his career, he has worked on a diverse range of projects, spanning various scales, styles, and budgets. His work has been recognized with 57 AIA Tampa Bay Design Awards and has garnered attention from international media and industry organizations. Jason is a passionate advocate for sustainable architecture, integrating green design principles into every project to enhance both environmental and community impact. As a leader in Florida's recreation and parks sector, Jason has played a pivotal role in shaping innovative and community-driven public spaces. His expertise has led him to be a featured speaker at multiple Florida Recreation and Parks Association (FRPA) conferences, where he shares insights on designing recreational facilities that foster engagement, wellness, and sustainability.

His portfolio includes recreational centers, sports complexes, aquatic facilities, and public parks, each designed to enrich communities through thoughtful, functional, and inspiring architecture. His approach prioritizes creative problem-solving, ensuring that every project aligns with community aspirations, client goals, and environmental responsibility. Jason is dedicated to redefining conventions in recreation design, delivering purpose-driven solutions that enhance the built environment and promote active, thriving communities.

Selected Experience:**Shore Acres Recreation Center, St. Petersburg, FL**

A new two-story, 20,825 sf recreation center designed as a dynamic indoor sports complex and multi-purpose gathering space, seamlessly integrated with the surrounding park. The center features an indoor gym that supports a variety of sports and recreational activities. Complementing the sports courts are versatile meeting and activity spaces, including a teen play room, a multi-purpose room, study rooms, and administrative offices.

NPR Recreation Center, New Port Richey, FL

The renovation of a 35,000 sf multi-level facility to further improve the well-being and quality of life for the local community. Renovations include a new indoor playground, child care center, administrative suite, an activity room, and a multi-purpose room for hosting community events and receptions.

Morgan Family Recreation Center, North Port, FL

The new 33,300 sf recreation center was designed as a multi-use facility focused on indoor sports and community gathering spaces. At its core is an indoor sports complex featuring an expanded gymnasium with six basketball backboards and a fitness center. Complementing the sports facilities are flexible meeting spaces including a multipurpose room, a teen lounge, and game room.

Tampa Skills Center, Tampa, FL

The transformation of a 55,000 sf hub into a state-of-the-art indoor sports complex designed to serve youth ages three to eighteen. The facility offers a comprehensive approach to personal development, combining sports training, academic enrichment, and life skills education. Renovations include a three court indoor gymnasium, office spaces, an e-sports training area, and flexible multipurpose space to provide sports specific skills training and community engagement.

Lakeland Family YMCA, Lakeland, FL

An addition and renovation to an existing YMCA fitness center. Elements include an elevated running track, an indoor soccer field, basketball courts, and a new weight room. The additions include an indoor play area with classrooms, providing the community with a state-of-the-art exercise facility and a reimagined YMCA.

Harold Somarriba

Principal



Education:

Masters of Architecture,
University of Florida,
2001

Experience:

24 years

Years with Firm:

12 years

Awards:

- 2022 Urban Land Institute Global Awards for Excellence Winner - St. Petersburg Pier
- 2022 AIA Tampa Bay Sustainability Award of Excellence for Architecture - Shore Acres Recreation Center

Harold has extensive experience across Florida, collaborating with local building authorities, owners, and contractors to ensure projects meet their goals and design objectives. At WJA, he oversees major parks and recreation projects, including Doral Legacy Park, the largest in the City of Doral, and John Marble Park in Bradenton. With a background in construction administration, Harold brings valuable on-site expertise that enhances his approach to quality assurance and control. His firsthand knowledge of the construction process strengthens his ability to anticipate challenges and drive efficient project execution.

Harold excels at managing large-scale, complex projects, navigating diverse budgets and constraints to deliver high-quality, impactful community spaces. His leadership ensures that projects are completed on time, within budget, and to the highest standards of excellence.

Selected Experience:

Shore Acres Recreation Center, St. Petersburg, FL

A new two-story, 20,825 sf recreation center designed as a dynamic indoor sports complex and multi-purpose gathering space, seamlessly integrated with the surrounding park. The center features an indoor gym that supports a variety of sports and recreational activities. Complementing the sports courts are versatile meeting and activity spaces, including a teen play room, a multi-purpose room, study rooms, and administrative offices.

NPR Recreation Center, New Port Richey, FL

The renovation of a 35,000 sf multi-level facility to further improve the well-being and quality of life for the local community. Renovations include a new indoor playground, child care center, administrative suite, an activity room, and a multi-purpose room for hosting community events and receptions.

Wesley Chapel Recreation Center and District Park, Pasco County, FL

This project consisted of the multi-phase construction of a 26,500 sf recreation center and park. Phase 1 included a new recreation center with basketball courts, volleyball courts, multi-purpose rooms, locker rooms, restrooms, office space, and a 12,000 sf skate park. Phase 2 reduced the rec center to 18,000 sf, with the construction of a roller hockey rink, as well as an outdoor covered area designed for public gathering.

Lakeland Family YMCA, Lakeland, FL

An addition and renovation to an existing YMCA fitness center. Elements include an elevated running track, an indoor soccer field, basketball courts, and a new weight room. The additions include an indoor play area with classrooms, providing the community with a state-of-the-art exercise facility and a reimagined YMCA.

Tampa Skills Center, Tampa, FL

The transformation of a 55,000 sf hub into a state-of-the-art indoor sports complex designed to serve youth ages three to eighteen. The facility offers a comprehensive approach to personal development, combining sports training, academic enrichment, and life skills education. Renovations include a three court indoor gymnasium, office spaces, an e-sports training area, and flexible multipurpose space to provide sports specific skills training and community engagement.

Morningside Recreation Center, Clearwater, FL

A new 21,000 sf facility that includes a double gym, fitness center, locker room, and administrative offices. The recreation center is organized around a central lobby that provides clear site lines of the various facility programs to the administrative offices. The lobby interfaces with the gym, fitness center, office, social programs, and the exterior entrances.



Nick is a Project Manager known for his exceptional leadership and architectural expertise. After completing his Master's degree in Architecture from Southern Illinois University Carbondale, he achieved the remarkable milestone of becoming a licensed architect in Missouri within just one year, a testament to his dedication and expertise. Shortly after, he earned his LEED Green Associate certification. Nick began his career in Kansas City, gaining hands-on experience with AMC remodel projects and later advancing to managing large-scale office developments. After several years, he relocated to Florida and discovered his niche in sports architecture, specializing in baseball-related projects. His extensive experience and commitment to quality make him an invaluable asset to the WJA team.

Education:

Master's in Architecture,
Southern Illinois
University Carbondale,
2015

Experience:

10 years

Years with Firm:

1 year

Credentials:

Missouri Registered
Architect #2017034602
LEED Green Associate
NCARB

Selected Experience:

Nathan Benderson Indoor Sports Complex, Sarasota, FL

The design of a new indoor sports facility and boathouse on a 600 acre public park. The approximately 150,000 sf facility is envisioned as a premier regional destination for indoor sporting events, with space dedicated to hard-court sports including basketball, volleyball, cheer, and wrestling. The design also incorporates 15,000 sf of meeting and event space food service areas, and performance training amenities.

YMCA of Greater St. Petersburg, FL

The renovation to an existing 7,000 sf YMCA facility. Renovations include updates to multipurpose rooms, a child watch/play area, group exercise studios, and the wellness center. Possible new spaces include offices, a splash pad, and a youth center.

Detroit Tigers Player Development Academy, Lakeland, FL

The design of a 60,000 sf, 4-story facility including 49 dorm rooms, a 200-seat dining hall and kitchen, nutrition offices, classrooms, flexible meeting space, admin suite, recreation/game room, laundry facilities, and exterior amenities. Site improvements support future master planning and enhance athlete performance and recovery.

Miami Beach 72nd Street Community Complex, Miami Beach, FL

This new multi-use recreational and civic complex will include a community building, aquatics center, commercial office spaces, parking garage, and public park areas. The community building will house a 7,500 sf fitness center and a 5,000 sf community center. The site will feature 60,000 sf of active public space with jogging paths, prioritizing sustainability, innovation, and community engagement.

Binghamton Indoor Practice Recreation Facility, Binghamton, NY*

The indoor practice facility was designed for the Binghamton Bearcats. Predominately, the facility is used for baseball; however, in the winter months other sports utilize the facility as well.

**Denotes prior
experience*

**Education:**

Bachelor of
Architecture,
Syracuse University,
2002

Experience:

23 years

Years with Firm:

5 years

Credentials:

Florida- #AR99971
New York - #034186

Werner is a licensed architect with over 22 years of experience, registered in both Florida and New York. A Syracuse University graduate, he has worked on a diverse range of projects, including municipal, commercial, and recreational facilities, as well as church and fire station projects across Florida, New York, and New Jersey. His expertise spans both public and private sector projects, allowing him to navigate complex approval processes and coordinate effectively with stakeholders. Werner has extensive experience with the Florida Building Code, local codes, and ordinances, ensuring seamless regulatory compliance. As a Project Manager, Werner remains actively involved in all phases of design and construction, ensuring projects are functional, well-planned, and successfully executed. His broad experience in architectural design and project coordination brings valuable insight, particularly to recreation-focused developments.

Selected Experience:**Gaines Park Recreation Center, West Palm Beach, FL**

Renovations to the existing 26,000 sf recreation center and design of a new 2,000 sf tennis center. The concept is to provide new indoor sports courts, including basketball, pickleball, and volleyball. Also included are multi-purpose rooms, computer labs, art room, band, dance space, and after school care for K-5.

Town of Palm Beach Recreation Center, West Palm Beach, FL

Provided site improvements to a 17,000 sf recreation center. Improvements include a new fitness center, gymnasium, multi-purpose activity rooms, and staff offices. Additional improvements include a new, expanded playground and covered pavillion with a net zero loss of on-site green space.

Currie Park Phase II, West Palm Beach, FL

The design of the park vertical structures along the Intracoastal Waterway. Planned structures include a 9,000 sf event pavilion that also functions as a resiliency hub during storms, featuring office space, an engaging waterfront, and various shade structures. The city envisions a public space accessible to all citizens and visitors.

Bert Bostrom Park Phase 1, Lake Park, FL

Design services for the Lake Park Community Redevelopment Agency to implement improvements identified in the community's Master Plan. The project includes a new community center, an aquatics center, and a variety of park amenities designed to foster recreation, wellness, and community engagement.



Jovanka is a licensed interior designer with extensive experience in full service interior design development and documentation. She has a vast portfolio of work on a diverse mix of recreation facilities, community centers, and municipal projects. Jovanka excels at balancing the needs to design functional, lasting and cost-effective spaces while maintaining a visually appealing concept and spaces enjoyable to occupy. As the project Interior Designer she will assist the design team with all things interior related - assisting in the development of floor plans, assembling materials and finishes, creating furniture packages, designing millwork, and assisting in the bidding process.

Selected Experience:

Shore Acres Recreation Center, St. Petersburg, FL

A new two-story, 20,825 sf recreation center designed as a dynamic indoor sports complex and multi-purpose gathering space, seamlessly integrated with the surrounding park. The center features an indoor gym that supports a variety of sports and recreational activities. Complementing the sports courts are versatile meeting and activity spaces, including a teen play room, a multi-purpose room, study rooms, & administrative offices.

Morningside Recreation Center, Clearwater, FL

A new 21,000 sf facility that includes a double gym, fitness center, locker room, and administrative offices. The recreation center is organized around a central lobby that provides clear site lines of the various facility programs to the administrative offices. The lobby interfaces with the gym, fitness center, office, social programs, and the exterior entrances.

Wesley Chapel Recreation Center and District Park, Pasco County, FL

This project consisted of the multi-phase construction of a 26,500 sf recreation center and park. Phase 1 included a new recreation center with basketball courts, volleyball courts, multi-purpose rooms, locker rooms, restrooms, office space, and a 12,000 sf skate park. Phase 2 reduced the rec center to 18,000 sf, with the construction of a roller hockey rink, as well as an outdoor covered area designed for public gathering.

Tierra Verde Recreation Center, St. Petersburg, FL

This project includes the design of a 6,000 sf building with administrative office suites, a conference room, a warming kitchen, restrooms, a reception area and lobby, and a community meeting room with a stage and flexible configuration.

CR Kelly Recreation Center, Gainesville, FL

New construction and design of a new recreational center. The design includes multi-purpose rooms with access to outdoor spaces, activity rooms, a computer lab, a game room, a playground, a basketball court, and an open lawn with a picnic pavilion and educational garden.

Doral Recreation Center, Doral, FL

A new 38,280 sf LEED Silver recreational center on an 18-acre recreational park. The center includes a double gymnasium with an elevated exercise track, an indoor playground, multi-purpose and activity rooms, offices, and a conference room. The recreational park includes walkways and bike paths to provide a vibrant social and active space that fosters community development while respecting the boundaries of the residential communities that surround the park.

Anderson Athletic Center, Clearwater, FL

A new 24,000 sf, tilt-wall, double gym that accommodates basketball and volleyball play on a maple floor and includes bleachers, concessions, coaches offices, and meeting rooms. Along with the new gymnasium facility an outdoor terrace was created to provide concession access and overlook the existing baseball fields.

Education:

B.S., Interior Design,
Florida International
University, 2003

Experience:

21 years

Years with Firm:

11 years

Credentials:

ID583
NCIDQ #26269

Awards:

- 2022 AIA Tampa Bay Sustainability Award of Excellence for Architecture - Shore Acres Recreation Center
- Doral Recreation Center // GalaVerde Most Outstanding Green Recreation Facility (2018)

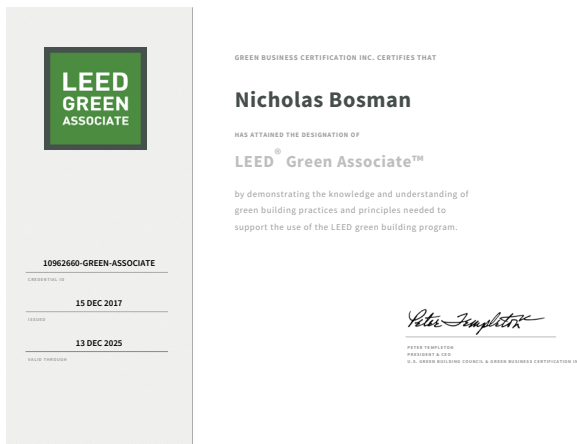
WJA Professional Licenses



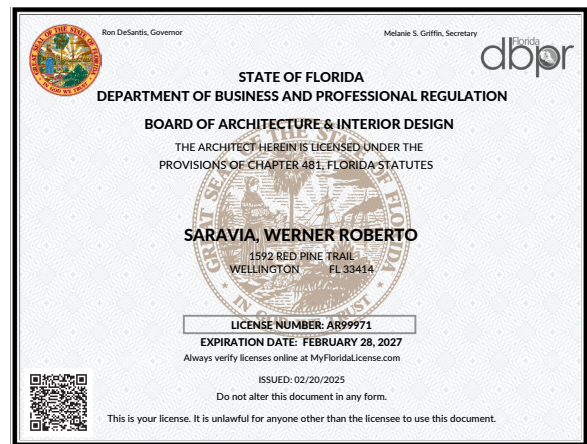
Jason Jensen, AIA, LEED AP
Principal



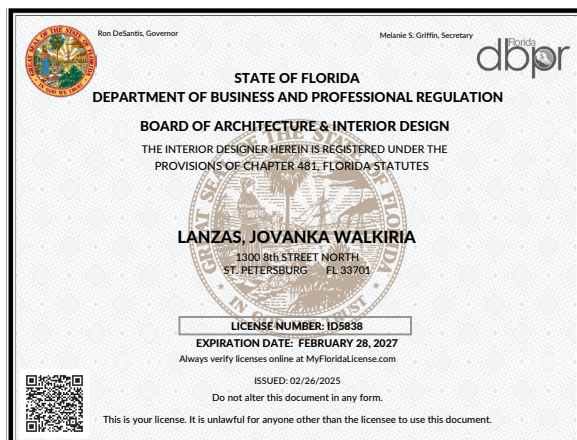
Jason Jensen
LEED Accredited Professional



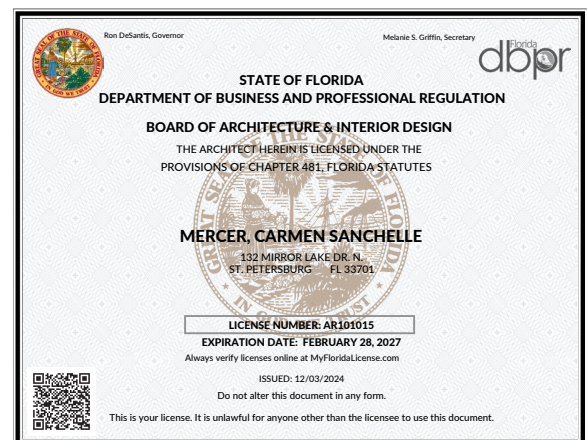
Nick Bosman
Project Manager
LEED Green Associate



Werner Saravia, RA
Project Manager



Jovanka Somarriba, ID
Senior Interior Designer



Sanchelle Mercer, AIA
QA/QC Director

Subconsultant Professional Licenses

CMTA



Jason Smith, PE, LEED AP BD+C, CEM
Mechanical Principal



Jason Smith
Certified Energy Manager



Jason Smith
LEED AP Building Design + Construction



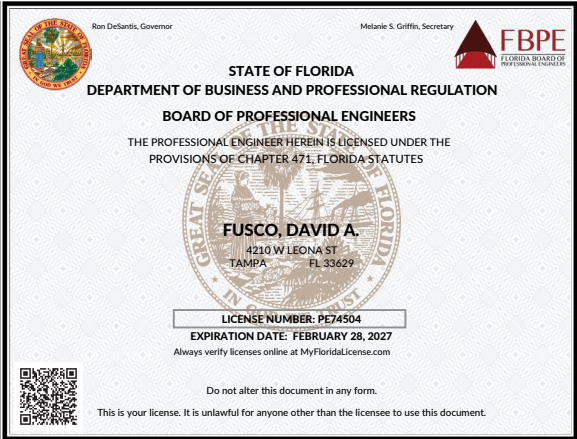
Keith Liatsos PE
Electrical Principal

Subconsultant Professional Licenses

Thorton Tomasetti



Brad Malmsten, PE
Structural Principal



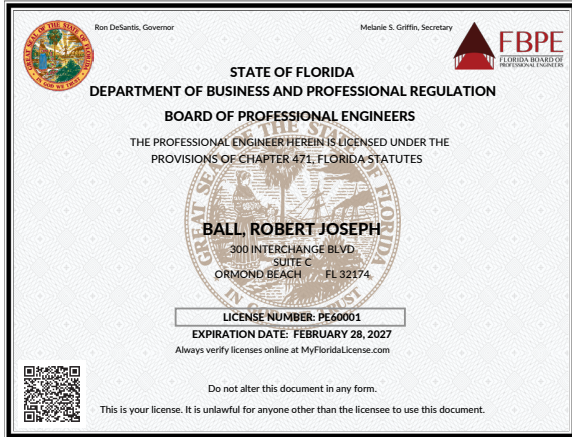
David Fusco, PE, FRSE, LEED AP
Project Manager



David Fusco
LEED Accredited Professional

Subconsultant Professional Licenses

Zev Cohen & Associates



Robert J. Ball, PE
Civil Principal



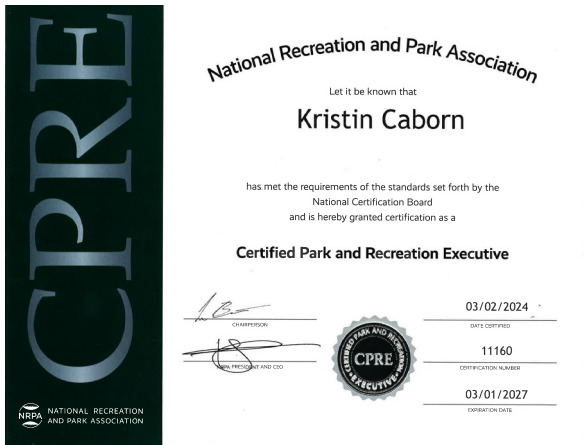
Haluk Kilic, PE
Project Manager

[illegible]

William D. Lites
Authorized Gopher Tortoise Agent

Subconsultant Professional Licenses

GAI Consultants



Kristin Caborn, CPRE, FCP
Certified Park and Recreation Executive



Kristin Caborn
Florida Crime Prevention Environmental Design



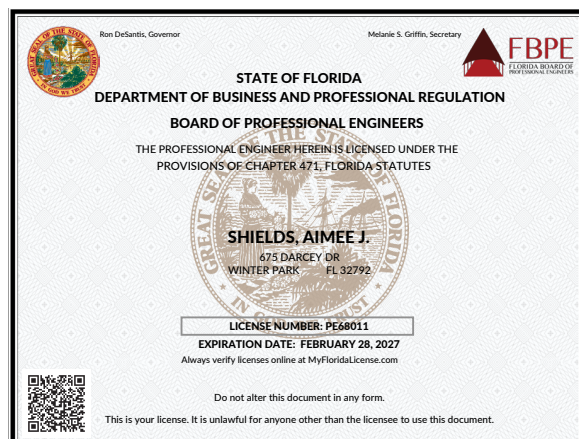
Amy Zengotita, CPR, CPM
Certified Park and Recreation Professional



Andrea Penuela, PLA
Landscape Architect



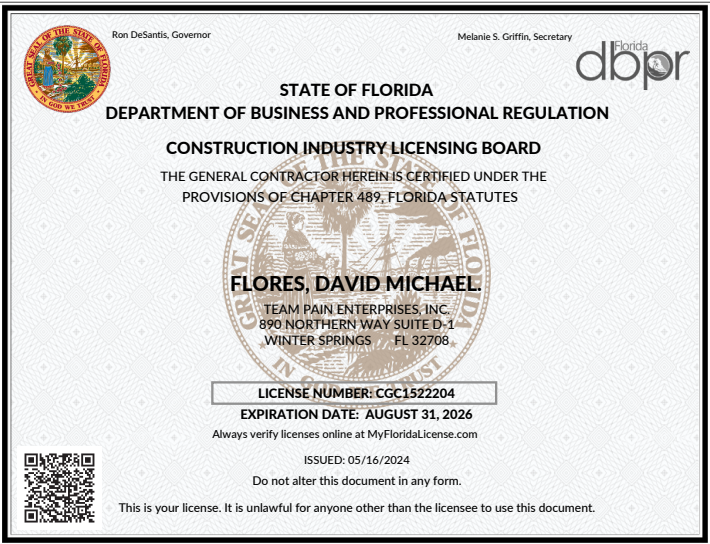
Jason Holden, PLA
Landscape Architect



Aimee Shields, PE
Senior Engineering Manager

Subconsultant Professional Licenses

Team Pain



David Flores
FL General Contracting License

Tab D

Quality of Innovative Approach and Value-Added Services

R YOUR Y



Methods of Achieving Identified Tasks

Throughout our approach, WJA aligns project goals with budget constraints from the outset. By integrating quality control, cost management, and innovative design strategies into the design process, we ensure that every decision supports both the project's functional requirements and financial targets. This proactive and creative approach allows us to deliver high-quality, efficient designs that maximize value while minimizing waste, ensuring the final outcome meets or exceeds the City's expectations.

Programming

The programming phase is crucial to the success of a project, making it essential to invest significant time and effort during this period. Thorough and accurate program documentation is vital, as it can save both time and money in the later stages of the project.

To kick off the programming process, our team will conduct meetings with the Project Team to discuss the vision and goals to be achieved. As a way to facilitate conversation, we will use our detailed recreation center programming documents to talk through items specific to the City's needs and wants. This collaborative approach provides residents and facility users an opportunity to share their ideas and concerns early in the process. By involving key stakeholders during the initial design, the project avoids immediate negativity or objections to specific elements and instead focuses on items that encourage people to buy into the process and participate.

Example

With an estimated budget of \$41 million, our team approached the SPC Success Center with a focus on program and storage efficiency, right-sizing spaces to optimize cost while maintaining quality. The most critical phase, programming and early schematic design, was driven by accurate and comprehensive documentation, ensuring efficiency, cost control, and design clarity.

Through close coordination with departments and stakeholders, the team developed flexible, multi-use spaces and high-density storage solutions that reduced overall square footage while meeting all program needs. These strategies cut \$8.16 million from initial projections, bringing the project within budget at \$25 million and 49,000 SF, a cost efficiency of \$510/SF.

The design underwent rigorous review to meet and exceed institutional standards. This same budget-conscious approach guides all WJA projects: early design decisions, stakeholder collaboration, and clear documentation establish a shared foundation for success. Supported by our in-house Construction Management Services, we continuously validate costs using real-time market data to ensure accuracy and informed design decisions throughout the process.



WJA's in-house construction division, Create Building Co., provides architect-led design-build services, where our project managers also serve as construction managers, overseeing projects from design through construction. This firsthand construction experience informs all our work, enabling us to design with quality, schedule, and feasibility in mind, and to understand how design decisions directly impact costs, logistics, and constructability.

Value Engineering

Value engineering is a core element of WJA's design process, ensuring maximum performance, reliability, quality, and cost efficiency throughout a project's lifecycle. Rather than applying it as a late-stage cost-reduction tactic, we integrate value engineering from the start, proactively aligning budget constraints

with functional and long-term sustainability goals. This approach prevents costly adjustments later and ensures commitments to the community and stakeholders are met. We view value engineering as both a structured and creative endeavor, using challenges as opportunities to innovate and achieve essential functions at the lowest total cost, without compromising quality or design intent.

Technology That Supports Quality & Accountability

To minimize coordination issues and field conflicts, we rely on integrated technology platforms that keep all team members informed and aligned.

- **Procore**
This cloud-based construction management software improves efficiency by centralizing communication, documentation, submittals, meeting minutes, punch lists, RFIs, and photographs. It allows our project managers, consultants, and contractors to communicate in real time from any device.
- **Revit and BIM**
We use Revit to develop a single coordinated 3D model that is shared with all subconsultants. This reduces the number of traditional 2D drawing sets, improves technical accuracy, and minimizes errors during construction. Revit also allows us to generate cost schedules and export to CAD-compatible formats.

- **Enscape**

As a real-time rendering plugin for Revit, Enscape enables us to produce fully rendered walkthroughs of projects within seconds. Any design changes made in Revit are instantly reflected in Enscape, allowing all stakeholders to better visualize and understand the project throughout the design process.

Budget Comparisons

In navigating the current climate of escalated costs and unpredictability in the construction market, effectively managing project budgets is paramount for sustained success. At WJA, our approach to cost control entails a meticulous scrutiny of variances across projects to identify trends, opportunities, and challenges. Despite the prevailing uncertainties, WJA has consistently demonstrated adeptness in budgetary control, evident in our recent variance analysis where we've achieved on average a 8.97% below-budget performance. Our commitment to cost control highlights our capability to adapt and optimize resources amidst market fluctuations. The below list showcases WJA projects, where our budget variance stands as a testament to our proactive measures in mitigating cost escalations and maintaining fiscal resilience:

WJArchitects - Budget Comparisons

Project	Variance	Notes
SPC Student Services	-14.50%	
Pier Approach	-31.32%	
YMCA Middle School	10.28%	Covid Bid January 2021 budgeted in 2017
St. Pete Fire Station 7	-3.70%	
Dunedin Fire Station 61	-2.63%	
West Manatee Fire Station 1	-4.50%	
Tarpon Springs Fire Station 71	-1.40%	
St. Pete Fire Station 8	-3.23%	
Wesley Chapel Recreation Center	-24.63%	
Treasure Island City Hall	-2.13%	
THEA Headquarters	-32.27%	
Clearwater - Phillies Batting Tunnels	-0.79%	
Clearwater - Morningside Center	4.10%	Gas Powered Air Conditioning added to Project
Clearwater - North Greenwood Exp.	-29.91%	
Clearwater - North Greenwood Rec.	-13.13%	
Clearwater - Fire Station 46	-1.84%	
Lakewood High School Renos.	-7.40%	
Lakewood High School Renos. - Ph 2	1.92%	
Palmetto Elementary School	-5.71%	
74th Street Elementary School	-0.06%	
Currie Park	-26.81%	
John Marble Park	-14.29%	
Madeira Beach City Hall	-2.44%	
		-8.97% Average of all projects

Methods of Addressing Possible Opportunities and Challenges

Cost Saving Techniques During Site Design

There are a number of approaches to the actual design of site features and architectural facilities that can result in cost savings, such as:

- Best management stormwater practices like **"daylighting"** which minimizes the use of underground drainage systems and maximizes surface collection and conveyance systems; rain gardens; bio-swales; and re-directing conveyance ditches rather than piping them and covering them up.
- **Preservation of any existing tree canopy** so that shade and buffering is 'maintained' rather than replaced.
- **Designing for normal** rather than peak use. For instance, providing paved parking for normal use with grass parking for overflow use during peak events.
- Designing facilities to meet **LEED standards** of sustainability without spending unreasonably high sums of money just for the certification.

Example

The traditional model for our communities is to build a school and a separate YMCA. As land values rise, it challenges us to use resources more efficiently. The average middle school is 95,000 sf, and a recreation facility is 58,000 sf. Through the YMCA–Middle School Partnership, 33,000 sf was saved, equating to nearly \$15 million, by combining two organizations with shared goals into one health- and wellness-focused campus. This includes highly secure spaces that fluctuate based on time of day, allowing students and the public to use the full facility safely and efficiently.

The new building sits on a complex site bordered by wetlands and storm ponds, with limited buildable area. Despite these constraints, the plan maintains strong frontage and provides direct access to athletic and aquatic programs, with dedicated parking for members, staff, and buses. The preserved wetlands and landscaping buffer the neighborhood while keeping the heart of activity at the core of the site.

Ability To Design for Durability and Maintainability

Cost efficiency is standard in all of our design work. To achieve programmatic needs and remain within a desired budget, construction materials are selected by their cost impacts as well as their life cycle expectancies. Design elements, such as the large overhangs and translucent covered walkways, add interest to the building while reducing solar gain, thereby reducing air conditioning needs and increasing the life of the HVAC units. Daylighting and the use of open-air circulation paths similarly reduce electric loads while making the facilities more welcoming and user friendly.

Example

At the Pier Approach Destination Park, a series of striking solar canopies define the entrance and establish a bold architectural identity. These structures generate renewable energy through integrated photovoltaic panels while providing ample shade and protection from rain in Florida's subtropical climate. Beneath them, flexible open-air market spaces invite local vendors, artists, and farmers to activate the area with community programming, transforming the gateway into a vibrant social hub.

The canopies' photovoltaic roof panels both harvest solar energy for the city grid and protect visitors from sun and rain, eliminating the need for additional roofing materials by integrating the structural purlins directly with the panel support rails. Designed for resilience in an active hurricane region, the system incorporates enlarged foundation footings to resist uplift forces and uses hot-dipped galvanized steel with protective coatings to withstand corrosion from sea spray. Together, these elements create a sustainable and enduring "front door" to the Pier, where architecture, ecology, and community converge.



Project Risk Identification

Our team uses a proactive, collaborative approach to identify and monitor risks throughout all project phases.

- **Early Discovery and Assessment**

We begin with a detailed existing conditions survey, including targeted exploratory demolition and system testing, to uncover hidden challenges before finalizing design. This allows us to quantify risks early and plan for them appropriately.

- **Risk Tracking and Communication**

A risk register is maintained throughout design and construction, listing potential risks, their likelihood, impact, responsible party, and mitigation plan. Risks are reviewed regularly during design coordination and Owner/CM meetings to ensure timely awareness and response.

- **Collaborative Input**

Key stakeholders, including the Sheriff's facilities, IT/security, and construction teams, participate in risk review sessions to ensure operational and technical considerations are integrated into the mitigation plan.

Risk	Potential Impact	Mitigation Strategy
Unforeseen Existing Conditions	Cost overruns and schedule delays during demolition or system tie-ins.	Conduct thorough pre-design field verification, exploratory openings, and system testing. Include a construction contingency for discovery items.
System Integration Challenges	Coordination conflicts between new and existing MEP and security systems.	Implement BIM modeling and early coordination meetings with engineers and system vendors. Perform mock-ups and pre-installation testing.
Material Lead Times and Supply Chain Delays	Potential schedule impacts.	Identify long-lead items early (e.g., switchgear, security hardware) and allow for early procurement or pre-purchase in coordination with the CM.
Budget Escalation	Inflation or market volatility affecting materials or labor.	Maintain cost tracking at each design milestone, utilize CM input for current market pricing, and include escalation allowances.
Permit or Code Review Delays	Schedule slippage due to review timelines or code interpretation.	Engage in early coordination with AHJs, schedule pre-application meetings, and ensure full code compliance in documents.
Construction Quality or Coordination Issues	Rework or delays if coordination gaps occur between trades.	Implement quality assurance reviews, BIM coordination, and on-site architect field observation during key phases.
Safety and Site Security	Theft, vandalism, or accidents at the unoccupied site.	Require a site-specific safety and security plan, including controlled access, surveillance, and contractor safety protocols.

Value-Added Services

Long-term Sustainability

Our team seeks to provide optimal value for both the initial and long-term investment. With this goal in mind the developed designs will be analyzed for their initial cost of construction and long-term economic sustainability. Operations and maintenance funding has not generally been keeping pace with the construction of new facilities. Therefore, it is important to manage and maintain new infrastructure as cost effectively as possible. We address this issue as a standard part of our approach and will work with you to develop a management strategy to create revenue generating spaces and to minimize maintenance and operations costs. A critical component of this analysis is an understanding of the best recreation practices, different materials and construction method alternatives. While funding may provide monies for design and construction, no such programs exist for maintenance of these designs.

Example

Built over 15 years ago, the Largo Community Center is recognized as the first LEED Platinum community center in the nation. The design integrates extensive sustainable strategies, including photovoltaic panels, solar water heating, mechanical energy recovery units, low-flow fixtures, bioswales, stormwater treatment, energy-efficient glazing, low-VOC materials, and Florida-friendly landscaping. Many features extend beyond LEED, such as maintenance-free exterior materials, large overhangs that shade southern and western facades, and an east-west building orientation that minimizes heat gain.

Sustainable systems were intentionally showcased for public education, rain chains and runnels reveal stormwater movement, and 40% of the ceiling structure remains exposed to reduce material use. The photovoltaic system supplies roughly 20% of the building's annual energy, with excess power sold back to the utility. Combined with passive design strategies, these measures reduce total energy and water consumption by 42%, saving over 1,300 MBtu and \$56,000 annually. Serving as a pilot for renewable integration in public facilities, the project demonstrates how thoughtful design can yield lasting environmental and operational benefits.

Green Design and Energy Efficiency

WJA has completed 17 LEED Certified Buildings and have also utilized Green Globe Certification for several projects. While not every project seeks official certification, we aim to incorporate "green" design components in every project. Sustainable materials are specified, passive cooling strategies are employed and green systems design, like plumbing efficiency, intelligent lighting, and energy efficient mechanical systems are incorporated into the building design, especially when there is little to no additional first cost.

Example

The City of St. Petersburg and the design team took a multifaceted approach to deliver a LEED Gold facility for the Shore Acres community, achieving the maximum 18 points for energy performance. Photovoltaic panels offset more than 30% of projected energy use, while water-efficient strategies reduced indoor consumption by 43.7%, saving approximately 52,700 gallons annually, and utilize 100% reclaimed city water for irrigation.

To mitigate heat island effects, a low-e coating was applied to parking areas, paired with reflective PVC roofing and light-colored landscape surfaces. Resilience was equally prioritized: given the site's flood-prone conditions, Level 1 was elevated 11 feet above grade, and critical program spaces, including the gymnasium, were located on Level 2. Ground-level functions such as lifeguard offices, pool restrooms, and pump rooms were fully floodproofed to ensure long-term protection and operational continuity.

Shore Acres Recreation Center



Largo Community Center



Tab E

Financial Stability/Litigation and Debarment History



You are the only one who can limit
your greatness.

Financial Statement

Please see the separate envelope marked "CONFIDENTIAL"

Litigation

Ongoing Claims and Lawsuits

Acosta Tractors, Inc v. Biltmore Construction Co., Inc.

Case Number: 18-020135-CA-01

Date Filed: 6/13/2018

Current Status: **Ongoing**

Wannemacher Jensen Architects, Inc. and the City of Doral are parties to a Professional Services Agreement dated May 6, 2014 ("Agreement"). Pursuant to the Agreement, Wannemacher was "to provide architectural, engineering, and interior design services for the design of the Project. The Project's Construction Manager, sued the City, in a Third-Party Complaint in an action currently pending in Miami-Dade County, Florida, Acosta Tractors, Inc. v. Biltmore Construction Co., Inc., Case No. 18-020135. The Third-Party Complaint brings claims for damages against the City, arising out of alleged obligations to pay Biltmore in connection with original construction and or repairing of the baseball field. The City has claimed design flaws by the Civil Engineer under WJA's contract that have resulted in the retention of water in the baseball field, and that Wannemacher Jensen Architects defend, indemnify and hold the City harmless for any claims (including but not limited to damages, judgments, attorneys' fees, and costs) against the City in connection with the baseball field, including the claims made in the Third-Party Complaint and any other claims that may be made.

Past Lawsuits

The City of Madeira Beach vs. Crowther Roofing and Sheet Metal of Florida, Inc., Hennessy Construction Services Corp., Wells Land Development, Inc., and Wannemacher Jensen Architects, Inc.

Case Number: 23-007114-CI

Date Filed: 5/26/2023

Current Status: **Closed**

The City of Madeira Beach alleged defects and deficiencies in the design and construction of the fire station and recreation center buildings. WJA furnished design services for the project. Hennessy constructed the project and entered into subcontracts with Wells and Crowther for construction of the project. WJA and Hennessy denied any and all deficiencies in the design and construction of the project. The City and the defendants participated in mediation and collectively agreed to a settlement resolving any and all claims, defenses, demands, debts, obligations, judgments, actions, causes of action, liens, and liabilities between them.

Tab F References



References

Please see Form 9.8 on page 13



WJARCHITECTS
132 MIRROR LAKE DR N UNIT 301
ST. PETERSBURG, FL 33701
WJARC.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 110 Carillon Parkway St Petersburg FL 33716		CONTACT NAME: PHONE (A/C, No, Ext): 727.391.9791 FAX (A/C, No): 727.393.5623 E-MAIL ADDRESS: stahlstpetecertificates@higginbotham.net	
License#: 2081754 WANNJEN-01		INSURER(S) AFFORDING COVERAGE	
INSURED Wannemacher Jensen Architects, LLC.; Edward C. Hoffman Jr. ; Architects, P.A. ; Stephen L. Boruff, AIA Architects Planners, Inc. 132 Mirror Lake Drive N. Suite 301 St. Petersburg FL 33701		INSURER A : Hartford Casualty Insurance Company INSURER B : Auto-Owners Insurance Company INSURER C : Twin City Fire Insurance Company INSURER D : Texas Insurance Company INSURER E : INSURER F :	
		NAIC # 29424 18988 29459 16543	

COVERAGES**CERTIFICATE NUMBER:** 580233696**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		21SBMVL3637	8/29/2025	8/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		5469242500	8/20/2025	8/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			21SBMVL3637	8/29/2025	8/29/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	21WECZR6330	8/29/2025	8/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Errors and Omissions			BFLPMLTFL011500_023235_01	8/29/2025	8/29/2026	General Aggregate Each Claim Deductible 5,000,000 5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Port Orange is included as an additional insured with respects to General Liability and Auto Liability as required by written contract. A waiver of subrogation applies in favor of City of Port Orange with respects to Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of Florida County of Pinellas

I, Jason Jensen, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the WJArchitects Company, under the terms of Policy Number 21WECZR6330 for a period from August 29, 2025 to August 29, 2026.

WITNESS:

By: Caroline Morrow *CM*

Company: WJArchitects

CONTRACTOR:

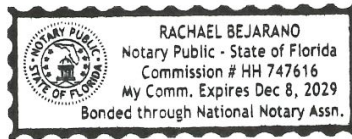
By: *[Signature]*

Company: WJArchitects

Name/Title: President

STATE OF Florida

COUNTY OF: Pinellas



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2025, by Jason Jensen and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Rachael Bejarano Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT # _____

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: President

Date: 1/21/2026

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT (for informational purposes only)
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Jason Jensen. I am over the age of Twenty-one years old. I am the President of WJArchitects, a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

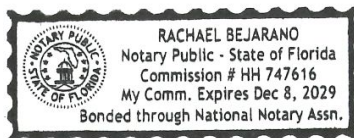
Further Affiant sayeth not.

Date: January 21, 2021

Signed: [Signature]
Print Name: Jason Jensen
Title: President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 21 day of January, 2021 by Jason Jensen as President on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)



Rachael Bejarano
Notary Public, State of Florida
Printed name, commission and expiration of commission term

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

REQUIRED FOR ANY LUMP-SUM OR COST-PLUS-A-FIXED-FEE PROFESSIONAL SERVICE CONTRACT OVER THE THRESHOLD AMOUNT OF \$195,000.00

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Jason Jensen, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port Orange, Volusia County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architectural services and is entering into an agreement with the City of Port Orange, Volusia County, Florida, to provide professional services for a project known as ***RFSQ #25-22 Architectural Services for New Recreational Center.***

3. That the undersigned firm has furnished the City of Port Orange, Volusia County, Florida, with a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port Orange entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port Orange entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port Orange determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

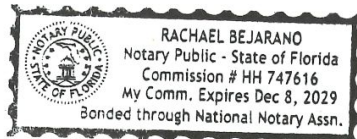
FURTHER AFFIANT SAYETH NAUGHT

Name of Firm:

By: _____
Name and Title

Date: 1/21/2020

The foregoing instrument was acknowledged before me this 21 day of January, 2020, by Jason Jensen, as President of WS Architects and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



Rachael Bejarano # HH 747616 12/8/2029
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

ARCHITECTURAL SERVICES FOR NEW

RECREATIONAL CENTER

RFSQ #25-22



City of Port Orange Purchasing Division

Prepared by: Jill Poolman, Purchasing Manager
Release Date: October 3, 2025

Due Date & Time: November 4th, 2025, at 2:30 PM EST

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org; www.port-orange.org



Legal Notice to Respondents

RFSQ #25-22

Architectural Services for New Recreational Center

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for *RFSQ #25-22 Architectural Services for New Recreational Center*. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 PM Eastern Standard Time (EST) on November 4, 2025. This submittal due date may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required information in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud November 4, 2025, at 2:30 PM EST in Council Chambers.

DESCRIPTION: Professional design and permitting services for phase 1 of 2, construction of a new recreation building "REC West" in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). The first phase of construction will include a double gym, an indoor play area, meeting rooms, public spaces, an e-sports room, an outdoor skate park and offices for the Recreation Department's staff.

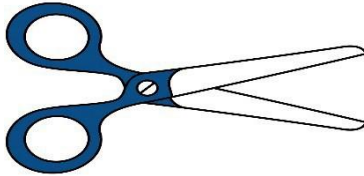
All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing webpage at <https://www.port-orange.org/bids.aspx> and DemandStar at www.demandstar.com.

All questions shall be directed in writing to Jill Poolman, Purchasing Manager at jpoolman@port-orange.org and purchdiv@port-orange.org and reference "*Questions on RFSQ #25-22 Architectural Services for New Recreational Center*" in the subject line. Last day for questions will be Monday, October 21, 2025 by 5:00 PM EST.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time respondents, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential respondents, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

Cut along the outer border and affix this label to your sealed statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the statement where requested.

**SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN**

SEALED STATEMENT NO. RFSQ #25-22

STATEMENT TITLE: Architectural Services for New Recreational Center

DUE DATE AND TIME: **November 4, 2025 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: JILL POOLMAN, NIGP-CPP, CPPO, CPPB
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Table of Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO RESPONDENTS.....	6
SECTION 3 – SCOPE OF SERVICES.....	9
SECTION 4 – STANDARD PURCHASING DEFINITIONS	9
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	11
SECTION 6 – SPECIAL CONDITIONS.....	26
SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS.....	27
SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS	29
SECTION 9 – REQUIRED FORMS	32
FORM 9.1 – RESPONDENT’S SUBMITTAL CHECKLIST	32
FORM 9.2 – RESPONDENT’S ACKNOWLEDGEMENT FORM.....	33
FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	34
FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT	35
FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES.....	36
FORM 9.6 – ANTI-COLLUSION FORM.....	37
FORM 9.7 - STATEMENT OF RESPONDENT’S QUALIFICATIONS	38
FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	39
FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	40
FORM 9.10 - SCRUTINIZED COMPANIES CERTIFICATION.....	41
FORM 9.11 - E-VERIFY AFFIDAVIT.....	42
FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY	43
FORM 9.13 – AFFIDAVIT OF COMPLIANCE WITH F.S. 287.138.....	44
FORM 9.14 – NON-DISCLOSURE AGREEMENT	45
EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL	48
APPENDIX A - 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING.....	49
FORM 9.15 – NO SUBMITTAL STATEMENT FORM (complete only if not submitting)	50
AFFIDAVIT REGARDING WORKER’S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)	51
LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)	52
HUMAN TRAFFICKING AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY).....	53
TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY).....	54
CITY OF PORT ORANGE CONTRACT DOCUMENT (FOR INFORMATIONAL PURPOSES ONLY)	55

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications, in compliance with the Consultants Competitive Negotiation Act. F.S. 287.055, from qualified individuals and/or firms who are interested in providing the City of Port Orange professional design and permitting services for phase 1 of 2, construction of a new recreation building “REC West”.

NOTE: The City may not accept statements from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel who are listed on the Federal, State, or other local government agencies’ Excluded Parties List, Suspended List or Debarment List.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Respondent’s responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, five (5) identical copies and one (1) digital (USB flash drive) version in pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Eastern Standard Time)

DESCRIPTION	DATE
Date of Distribution	October 3, 2025
Deadline for Questions	October 21, 2025, by 5:00 PM
Final Addendum Posting (If needed)	October 28, 2025, by 5:00 PM
Statements of Qualifications Due	November 4, 2025, by 2:30 PM
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

The City reserves the right to alter dates as needed.

Statements must be delivered in a sealed envelope/package to:

**City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

Statements of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are Eastern Standard Time.

Statements of Qualifications shall be sealed, and Respondents shall clearly indicate on the outside of their statement the following:

- a) Request for Statement of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Respondent
- d) Address of Respondent

Due to the timing of mail service, the City cautions Respondents to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your statement is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, fax or email will not be accepted.

All Statements of Qualifications will be opened publicly, and the names of all Respondents shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements of Qualifications or parts of Statements of Qualifications if it is in the best interest of the City.

QUESTIONS

All questions shall reference “RFSQ #25-22 Architectural Services for New Recreational Center” in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jill Poolman, NIGP-CPP, CPPO, CPPB, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
ipoolman@port-orange.org and
purchdiv@port-orange.org

ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Statement due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Respondent’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Respondents must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent’s license registered as “Active”. (The responding firm’s registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Respondents are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Respondents and their

subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS

Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Respondent shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Respondents. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Respondents shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS

Statements shall NOT be withdrawn for a period of one-hundred-twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent in preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to

provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement 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.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES

Professional design and permitting services for phase 1 of 2, construction of a new recreation building "REC West" in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). The first phase of construction will include a double gym, an indoor play area, meeting rooms, public spaces, an e-sports room, an outdoor skate park and offices for the Recreation Department's staff.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

- 1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
- 2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
- 3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
- 4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- 5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
- 6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state,

- or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
 38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a response, depending on the type of competitive solicitation being issued.
 39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
 40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
 41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
 42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
 43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
 44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
 45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
 46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
 47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
 48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts to commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a

statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Statement Due Date. Respondents should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this statement to a Formal Solicitation, the Respondent affirms that this statement is without previous understanding, agreement or connection with any person, business or corporation submitting a statement for the same materials, supplies or equipment, and that this statement is in all respects fair and without collusion or fraud. Additionally, Respondent agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this statement for the Respondent. In submitting a statement to the City of Port Orange, the Respondent offers and agrees that if the statement is accepted, the Respondent shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

4. ASSIGNMENT

The successful Respondent shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Respondent from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its statement that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

The Respondent(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for

unilateral cancellation of the contract, statement, or quote for purchase of services and goods by the City of Port Orange.

8. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

9. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Respondent will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

10. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

11. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

12. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

13. CONDUCT OF RESPONDENTS

All Respondents or individuals acting on behalf of a Respondent are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Respondent. All Respondents or individuals acting on behalf of a Respondent are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Respondent. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Statement Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

16. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Respondents must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Respondents business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

17. CONTRACT

Any acquisition above the \$100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Statements or to waive any and all non-substantial irregularity in Statements received, whenever such waiver or rejection is in the best interest of the City.

18. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Respondent. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

19. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Respondent. Any price escalations are limited to those stated by the Respondent on the original Statement.

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

Respondent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Statement, and successful Respondent agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

22. COST INCURRED BY RESPONDENT

All expenses, including costs for required bonds, involved with the preparation and submission of Statements to the City or any work performed in connection therewith shall be borne by the Respondent. No payment shall be made for any statement received, nor for any other effort required of or made by the Respondent prior to commencement of work as defined by the contract approved by the City Council.

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

In the event of default by the Respondent the City reserves the right to procure the item(s) solicited from other sources and hold the Respondent responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Respondent for a period of 36 months from the date of default.

25. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Statement the name of any officer, director or agent who is also an employee of the City. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

26. E-VERIFY

Respondents 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 Respondent during the term of contract and shall expressly require any subcontractor performing services pursuant to the 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 subcontractor during the term of contract. Respondents shall complete Form 9.11 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

The City reserves the right to inspect Respondent's facilities at any time.

29. FAILURE TO RESPOND

If the Respondent elects not to submit a statement, please return the enclosed "Respondent's Acknowledgement Form" by the statement due date and state the reason(s) for not proposing. Failure to respond, either by submitting a statement, or by submitting a "Statement of No Statement", three (3) times, shall result in the Respondent's name being removed from the City's mailing list.

30. FINANCIAL STABILITY

Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

31. FORCE MAJEURE

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

32. FOREIGN COUNTRIES OF CONCERN

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

33. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

34. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

35. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Respondent/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

36. HIPAA COMPLIANCE

The Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Respondent uses, discloses or has access to protected health information as defined by HIPAA.

37. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

38. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the City. The Respondent represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that the City cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

39. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

40. INSURANCE

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

41. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Respondent to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

42. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For

workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

[Remainder of this page left intentionally blank]

Standard Insurance Requirements			
Required	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million <u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. If vessels involved, Jones Act coverage with limits of \$500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under \$200,000 unless otherwise required by Department Director.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

43. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

44. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

45. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

46. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

47. LICENSES, PERMITS AND TAXES

The Respondent shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Respondent shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

48. LITERATURE (if applicable)

If no brand, model or make is specified, Respondents shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

49. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

50. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

51. NON-PERFROMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

52. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

53. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Statements; re-advertise the Solicitation for new Statements; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Statements received as a result of the Solicitation, or to accept that Statement which best serves the interest of the City.

54. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

55. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

56. STATEMENT RETURNS

Respondents shall return all completed Statements to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Respondents unopened.

57. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Respondent must complete Form 9.14 Non-Disclosure Agreement for confidential materials.

58. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

59. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

60. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Respondent list.

61. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records 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 on 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

62. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure

until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Respondent, or where a Respondent answers questions. In other words, neither Respondents, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Respondents, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

64. RECORDS/AUDIT

The Respondent shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Respondents may be required to submit additional information which the City may deem necessary to further evaluate the Respondent's qualifications to perform under the terms of the Solicitation and subsequent Contract.

66. REVIEW OF STATEMENTS SUBMISSIONS

Each Statement will be reviewed to determine if the Statement is responsive to the submission requirements outlined in the Solicitation. A responsive Statement is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Statement non-responsive.

67. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Respondent the exact terms and conditions of the Contract.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the Statement due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All statements, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Respondents shall become the property of the City when received.

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Respondents shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar

with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

71. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

72. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

73. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

74. SIGNATURE REQUIRED

All Statements must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED STATEMENTS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

75. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Respondent, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

77. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, e-mail or other electronic delivery. Statements submitted by mail shall be addressed to: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 PM EST on the date indicated in the Solicitation documents or an addendum issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Statements (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in Section 2 – INSTRUCTIONS TO RESPONDENTS and shall be mailed or delivered as set forth in this paragraph in one (1) SEALED

ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, statement number, name and address of the Respondent.

78. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Respondent shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your statement to the Solicitation. Information concerning certification with the Secretary of State may be obtained at: <https://dos.fl.gov/sunbiz/>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUBCONTRACTING

The Respondent will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

80. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERMINATION

For Convenience: The City of Port Orange reserves the right to terminate the Contract or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the Contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

For Default: The City may terminate the Contract if the Contractor breaches any of the terms therein, including, but not limited to, warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the City exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the Contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the Contractor as stipulated in City Code 2-276 Suspension and Disbarment.

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

82. USE OF SOLICITATION FORMS

The Respondent shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Statement. If additional space for a statement is required, attach an additional page to the page on which the question is stated. Clearly identify the number of

the question to which the statement is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Statements received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Statements will be considered. However, the City reserves the right to waive formalities or informalities in Statements, to reject, with or without cause, any or all Statements or portions of Statements, or to interview or not interview individual Respondents and to accept any Statements or portions of Statements deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

It is the intent of the City to recommend an award to the responsive and responsible firm that best demonstrates they can perform the required services as outlined in this RFSQ and can best meet the needs of the City.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firm. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firm for compensation which the City determines is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal by completing Form 9.7 Statement of Respondent's Qualifications in its entirety.

2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the awardee must notify the City of Port Orange.

ADDITIONAL INSURANCE REQUIREMENTS:

In addition to the insurance requirements outlined on page 19 of this RFSQ, the awarded firm is required to provide Professional Liability/Errors and Omissions Insurance at the limit outlined in the Standard Insurance Requirements table on page 19.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all respondents responding to this solicitation shall provide one (1) original, five (5) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your statement, or a reduction in evaluation points. Required forms include:

- Form 9.1 Respondent's Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Respondent's Qualifications
- Form 9.8 Professional References for Previous Experience (Page 1)

- Form 9.9 Authorized Signors/Negotiators
- Form 9.10 Scrutinized Companies Certification
- Form 9.11 E-VERIFY Affidavit
- Form 9.12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Form 9.13 Affidavit of Compliance With F.S. 287.138
- Form 9.14 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as “Active”.

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS OF FIRM (Weight 40%)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on projects for the City.
- Demonstrate respondent’s ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.
 - This section should include the firm’s qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm’s qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of projects for the City.
 - What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Projects and Experience – Demonstrate experience to perform professional service projects or services similar in scope to those outlined in Section 3 of this RFSQ and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.
- Explain in concept how your firm delivers projects on time and within budget.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM’S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (Weight 20%)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Clearly identify the proposed role and responsibility in the project team for each member.
- For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects like those described in this RFSQ;
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB D – QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES (Weight 20%)

Provide example(s) of innovative solutions in which your firm’s involvement on a specific project resulted in cost savings.

TAB E - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Weight 10%)

- All Respondents shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dun & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F - REFERENCES (Weight 10%)

- Professional References from Form 9.8 (to be provided in Tab A only) will be contacted and provided a series of questions regarding your performance/relationship with them. Reference responses will be contacted by the Purchasing Division and provided to the Evaluation Committee for their review and will help to demonstrate your firm's ability to meet the requirements and needs of the City with regard to the Scope of Services in this RFSQ. **Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.**
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Firm do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Firm manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Firm?

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION PROCEDURE OF WRITTEN STATEMENTS OF QUALIFICATIONS

The Evaluation Committee comprised of City staff will evaluate and rank Statements of Qualifications based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Respondent's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. All questions should be made through the Purchasing Agent noted in this RFSQ and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements outlined herein, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City’s evaluation criteria will include consideration of, but will not be limited to the following:

- 1. Responsiveness of the Statement related to the Scope of Services.
- 2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
- 3. Whether the respondent can perform the contract with current resources.
- 4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
- 5. Proof of professional licensure provided.
- 6. The quality of performance of previous contracts.
- 7. Responsiveness of client references.
- 8. Such other information as may be secured.

EVALUATION CRITERIA FOR WRITTEN STATEMENTS OF QUALIFICATIONS

TAB B - Company Profile – History and Qualifications of Firm (Weight 40%):

Company history, qualifications, ability and capacity; Experience with related Scope of Work required for this RFSQ..... (0-10 points)

TAB C - Qualifications, Professional License, Certifications of the Firm’s Key Personnel (Weight 20%):

Resumes of key staff demonstrating relevant experience; Organizational chart of management and key staff.....(0-10 points)

TAB D – Quality of Innovative Approach and Value-Added Services (Weight 20%):

Methods of achieving the identified tasks; Method of addressing possible opportunities and challenges and value-added services.....(0-10 points)

TAB E – Financial Stability/Litigation and Debarment History (Weight 10%):

Firm’s financial strength as it relates to their ability to perform all services as outlined in this RFSQ.....(0-10 points)

TAB F – References (Weight 10%):

All reference contact information MUST be verified as current by the respondent prior to submittal. If references cannot be verified using the provided contact information, respondent’s points for this criterion will be adversely affected.....(0-10 points)

Total Maximum Points: (50 points)

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator’s score times the “weighted value” assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

<i>Criterion:</i> Tab D: Innovative Approach and Value- Added Services	<i>Evaluator's Score</i> <i>10-point scale</i>	<i>Weighted Value of Total</i>	<i>Resulting Score</i>
Firm A	8.50	20%	1.70
Firm B	6.25	20%	1.25

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113.

The City's Purchasing Division will establish the schedule and respondents will be notified via www.demandstar.com and the City's Purchasing Web page @ <https://www.port-orange.org/bids.aspx>, at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents. Criteria will be weighted based on 100% of total value. The City project manager will create an agenda item recommending award to the City Council. City Council's decision shall be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENT’S SUBMITTAL CHECKLIST

- ___ Form 9.2 – Respondent’s Acknowledgement
- ___ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 9.4 – Drug Free Preference Statement
- ___ Form 9.5 – Public Entity Crimes Statement
- ___ Form 9.6 – Anti-Collusion Form
- ___ Form 9.7 – Statement of Respondent’s Qualifications
- ___ Form 9.8 – Professional References for Previous Experience
- ___ Form 9.9 – Authorized Signatures/Negotiators
- ___ Form 9.10 – Scrutinized Companies Certification
- ___ Form 9.11 – E-Verify Affidavit
- ___ Proof of E-Verify from website (My Company Profile)
- ___ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- ___ Form 9.13 – Affidavit of Compliance With F.S. 287.138
- ___ Form 9.14 – Non-Disclosure Agreement for Confidential Materiel
- ___ Exhibit “A” – Description of Confidential Material
- ___ Form 9.15 – No Submittal Request Form (Only complete and return if not submitting a response.)
- ___ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ___ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as “Active”.
- ___ If applicable – copy of county business license of primary business operations
- ___ Submission of one (1) original marked “ORIGINAL”, five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENT'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one-hundred-twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# _____ Date: _____ Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2025, by _____ and who:

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

Printed, typed or stamped name, commission and expiration: Notary Public, State of _____

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Printed, typed or stamped name, commission and expiration: Notary Public, State of _____

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Respondent or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____
_____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____ A copy of the order of the Division Administrative Hearing is attached.
(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Printed, typed or stamped name, commission and expiration:

Notary Public, State of _____

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

NO statement may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Respondent: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**
- G. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- H. Have you ever defaulted on a contract? If so, where and why? _____
- I. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**
- J. List the projects related to the work in this RFSQ recently completed by your company, showing the cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL.**
- K. Background and experience of the principal members of your organization, including the officers:
USE SEPARATE SHEET & ATTACH TO SUBMITTAL.
- L. Credit currently available: \$ _____
- M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement Qualifications.

STATE OF: _____	_____ Name of Business
COUNTY OF: _____	_____ Authorized Signature
	_____ Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Printed, typed or stamped name, commission and expiration:

Notary Public, State of _____

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature

Print Name of Authorized Signature

This document must be completed and returned with your Submittal

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)
of _____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

**FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned (“Affiant”), on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the “Entity”.
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by _____ and who:

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

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

(seal)

My commission expires: _____

This document must be completed and returned with your Submittal

FROM 9.14 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

- f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
 5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
 6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
 7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
 8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
 9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
 10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date: _____

This document must be completed and returned with your Submittal

FORM 9.15 – NO SUBMITTAL FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #25-22 Architectural Services for New Recreational Center

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no statement”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ and who:

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

_____, Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT (for informational purposes only)

(SECTION 787.06, FLORIDA STATUTES)

[illegible]

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the “Entity.”
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

REQUIRED FOR ANY LUMP-SUM OR COST-PLUS-A-FIXED-FEE PROFESSIONAL SERVICE CONTRACT OVER THE THRESHOLD AMOUNT OF \$195,000.00

STATE OF FLORIDA §

COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port Orange, Volusia County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architectural services and is entering into an agreement with the City of Port Orange, Volusia County, Florida, to provide professional services for a project known as ***RFSQ #25-22 Architectural Services for New Recreational Center.***

3. That the undersigned firm has furnished the City of Port Orange, Volusia County, Florida, with a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port Orange entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port Orange entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port Orange determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm:

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
City Manager waives Payment and Performance Bond for work under \$200,000.00.			
Unless otherwise required by law, City Manager waives Insurance for FOB goods.			

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

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

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

16. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

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

19. Inspection

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

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

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

20. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: [REDACTED]
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-[REDACTED]

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

28. Contract Construction

CITY OF PORT ORANGE - STANDARD CONTRACT FOR SERVICES /CA

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

DRAFT

Witnesses:



Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

DRAFT

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Scott Stiltner Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM # 1

October 24, 2025

RFSQ #25-22 Architectural Services for New Recreational Center

To All Respondents:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated October 3, 2025, and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the respondent to confirm that all addenda have been reviewed prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

Aerial photo of site location is attached to this Addendum #1.

B. CHANGES TO RFSQ SPECIFICATIONS:

Form 9.15 - Listing of Subconsultants is hereby added to the RFSQ document and posted separately from this Addendum #1 on DemandStar and the City's Purchasing Division web page and is required to be completed and submitted with Tab A – REQUIRED DOCUMENTS.

C. QUESTIONS AND ANSWERS:

Question #1

What is the proposed budget for this project?

Answer #1

Between \$9,000,000 and \$11,000,000.

Question #2

What is the anticipated size of the project?

Answer #2

15,000 – 20,000 square feet.

Question #3

What is the site location?

Answer #3

Airport Road Park, 6751 Airport Rd., Port Orange, FL 32127. Please see attached site map with site location outlined.

Question #4

What is the proposed program for Phase 2 of the project?

Answer #4

Potentially an additional gymnasium.

Question #5

In addition to the bond, are there any requirements for a grant fund?

Answer #5

There are no grant funds for this project at this time.

Question #6

Is there a more detailed space program than what is stated in the RFSQ?

Answer #6

No.

Question #7

In Section 7 of the RFSQ, Tab E requests a confidential financial statement. Can you please confirm if a confidential financial statement is required of architectural firms?

Answer #7

Yes, this is a requirement for this RFSQ.

Question #8

Regarding Form 9.7, items I., L., and M. seem to be intended for a general construction contractor. Can you please confirm if this information is required of architectural firms?

Answer #8

Respondents can answer with N/A for those items that do not apply to their firm.

Question #9

The RFSQ states “If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.” Based on this statement, and our desire to meet the City’s reference requirements, would the City be able to provide a window of dates when references should expect to receive a call?

Answer #9

References will be contacted by email within 2 weeks after the due date for submittals.

Question #10

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS – states for each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. Do resumes count toward the 10-page limit?

Answer #10

Yes.

Question #11

Would the City permit the organizational chart in an 11 x 17 format, noting that it will be folded upon printing?

Answer #11

Yes.

Question #12

Could the City clarify whether there is a page limit for each section? Like where it has 1 bullet point of a section with a page limit versus another bullet point with no limit. Does the limit include the whole section or just the bullet?

Answer #12

Where there are page limits imposed inside a bullet, the page limit applies only to the bullet and any arrows under the bullet. If a bullet has no page limit, then for the requirement explained in that bullet, there is none.

Question #13

How will the City be contacting references? Will there be a 24-hour window given for that reference to respond?

Answer #13

References will be contacted by email and provided a questionnaire that will indicate who and what the reference is for. They will be given 1-2 business days to respond. If they do not respond within the time frame requested in the 1st email, they will be sent one reminder to respond. If they still are unresponsive after the reminder email, they are considered non-responsive.

Question #14

Will the outdoor skate park include a pump track?

Answer #14

This will be determined during the design phase. A design is not required for this RFSQ, however, the skatepark will most likely resemble a street course.

Question #15

Is it the City's intent for the architectural firm to include design or does the City intend to have the contractor supply a skate park designer or provide one directly?

Answer #15

This RFSQ is to determine qualifications for the architecture firm only. The design of this project will be commissioned with the awarded architecture firm. Design for this project is not to be included with submittal packages.

Question #16

On Form 9.7 – Statement of Respondent's Qualifications – Section K asks for Background and experience of the principal members of your organization, including the officers. Can you please clarify who would be an 'officer'?

Answer #16

An officer would be anyone with a title such as President, Vice President, COO, CFO, CIO. Principals are often also officers, but since they don't have to be, we included both principals and officers in the requirement.

Question #17

On Form 9.7 – Statement of Respondent's Qualifications – Section I – List your major equipment currently owned or leased. As an architecture firm that does not technically own or lease major equipment, is this still applicable?

Answer #17

You are permitted to answer with N/A any item that does not apply to your firm.

Question #18

Tab C – Qualifications, Professional License, Certifications of the Firm's Key Personnel – To account for the number of subconsultants needed for this project, would the City consider raising the ten page limit for resumes to fifteen pages?

Answer #18

Subconsultants qualifications are not to be provided.

Question #19

As the prime architectural firm, should we include our proposed subconsultants as part of our submission?

Answer #19

Please see B. Changes to RFSQ Specifications above.

Question #20

Is it the City's intent for the architectural firm to include design or does the City intend to have the contractor supply a skate park designer or provide one directly?

Answer #20

This RFSQ is to determine qualifications for the architecture firm only. The design of this project will be commissioned with the awarded architecture firm. Design for this project is not to be included with submittal packages.

Question #21

Should the design team include a surveyor, environmental or geotechnical engineer? Or will these services be provided by the City?

Answer #21

See Answer #20 above. Respondent should complete Form 9.15 (posted as a separate document on DemandStar and the City's Purchasing Division web page) for any subconsultants they feel will be needed for this project.

Question #22

Is the City seeking LEED or Green Globes certifications for this project?

Answer #22

No.

Question #23

Tab F – References: Can we give references from similar projects that have not been completed yet, but are in construction?

Answer #23

References should be from similar projects that were recently successfully completed.

Question #24

Has anyone done any pre-work?

Answer #24

No.

Question #25

Is there a Master Plan?

Answer #25

The City has a Master Plan in draft form, but it has not yet been fully adopted.

Question #26

Are we able to schedule a site visit?

Answer #26

The site is open to the public and can be visited anytime. There will not be a scheduled site visit.

Question #27

Will there be community engagement aspects to this project?

Answer #27

Yes. There will be a neighborhood meeting that will occur during the design phase.

Question #28

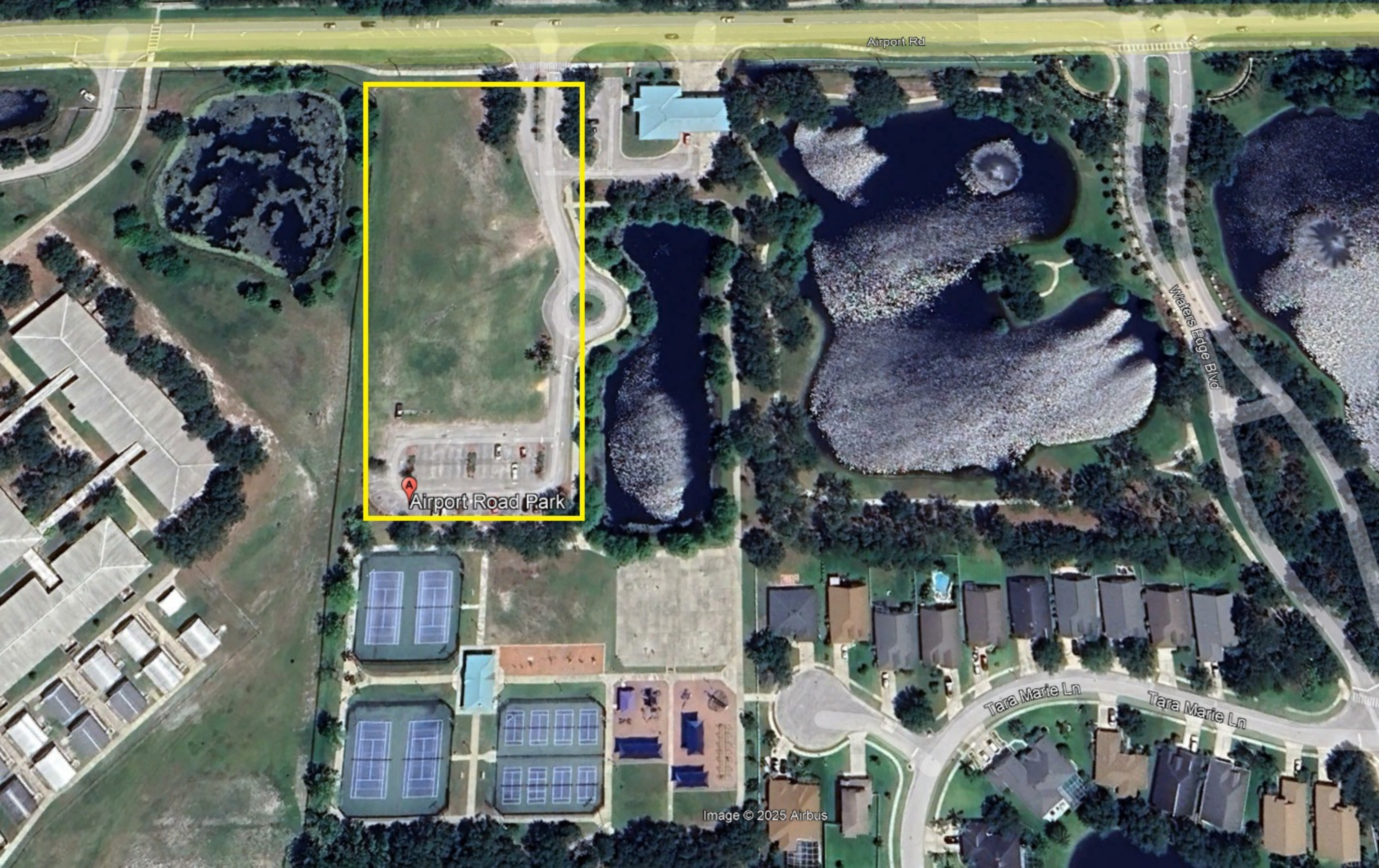
Does the city have an idea of the type of skate park to be built? I.e. a ramp, bowl, or a flat built?

Answer #28

Preferably a street course.

In all other respects, except as specifically stated herein, the subject RFSQ #25-22 Architectural Services for New Recreational Center remains unchanged.

END OF ADDENDUM #1



Airport Rd

Waters Edge Blvd

Airport Road Park

Tara Marie Ln

Tara Marie Ln

Image © 2025 Airbus

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L25000117811

Entity Name: WANNEMACHER JENSEN ARCHITECTS, LLC

Current Principal Place of Business:

132 MIRROR LAKE DRIVE NORTH, UNIT 301
SAINT PETERSBURG, FL 33701

Current Mailing Address:

132 MIRROR LAKE DRIVE NORTH, UNIT 301
SAINT PETERSBURG, FL 33701 US

FEI Number: 59-3150693

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

JENSEN, JASON
132 MIRROR LAKE DRIVE NORTH, UNIT 301
SAINT PETERSBURG, FL 33701 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name JENSEN, JASON
Address 132 MIRROR LAKE DRIVE NORTH,
UNIT 301
City-State-Zip: SAINT PETERSBURG FL 33701

Title CFO
Name MERCER, CHRIS
Address 132 MIRROR LAKE DRIVE NORTH,
UNIT 301
City-State-Zip: SAINT PETERSBURG FL 33701

Title P
Name SOMARRIBA, HAROLD
Address 132 MIRROR LAKE DRIVE NORTH,
UNIT 301
City-State-Zip: SAINT PETERSBURG FL 33701

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

SIGNATURE: CHRIS MERCER

CFO

01/08/2026

Electronic Signature of Signing Authorized Person(s) Detail

Date



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B8) Resolution No. 26-23 - Approving the State Highway Memorandum of Agreement with the Florida Department of Transportation

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 26-23.

SUMMARY: The State Highway Memorandum of Agreement (MOA) between the City and the Florida Department of Transportation (FDOT) expires June 26, 2026. Under this agreement, FDOT agrees to compensate the City in exchange for routine landscape maintenance and roadside litter removal on State rights-of-way located within City limits.

FDOT is proposing a new three-year agreement (#AT752) effective June 2026 through June 2029. Under the new agreement, the annual compensation to the City will be \$48,488.16, to be paid on a quarterly basis to the City (\$12,372.04/quarter). Total compensation paid to the City over the three-year period will be \$148,454.48.

The State rights-of-way include all or portions of the following state roads that run through the City:

Nova Road (SR 5A)
US 1/Ridgewood Ave. (SR 5)
Dunlawton Ave. (SR 421)
S. Peninsula Drive (SR 441)
SR A1A

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Resolution No. 26-23 w exhibit	Resolution No. 26-23 w exhibit.pdf
2.	AT752 MOA with Mayor & CC	AT752 MOU with Mayor & CC.pdf
3.	AT752 Notice of New MOA	AT752 Notice of New MOA.pdf

Robin Fenwick	Created/Initiated - 04/28/2026
Junos Reed	Approved - 04/30/2026
Sue Wang	Approved - 05/02/2026
Matthew Jones	Approved - 05/04/2026
Wayne Clark	Final Approval - 05/12/2026

RESOLUTION NO. 26-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT (#AT752) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF ALL OR PORTIONS OF THE RIGHTS-OF-WAY LOCATED ON US 1/RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement (AT752) between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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 authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement (AT752) and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit “1.”**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolution shall become effective immediately upon adoption.

SCOTT STILTNER, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2026.

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

EXHIBIT "A"
FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT752

FINANCIAL PROJECT NO.:244608-1-78-04

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Port Orange, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. 26-23 dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any 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 under 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 any other binding commitment of funds. Nothing herein 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 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 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$12,372.00 per quarter, equating to \$49,488.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager/Contracts

Name: Jim Read

Address: 1650 North Kepler Road Deland, FL 32724

Telephone: 386-740-3400

Email: james.read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: City of Port Orange

Name: Junos Reed

Address: 407 Virginia Ave

Telephone: 386-506-5754

Email: jureed@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall 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 the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) 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) expressly require any 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 subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Scott Stiltner, Mayor

Attest: _____

Robin L. Fenwick, City Clerk

Legal Approval: _____

Shannon K. Balmer, Sr. Asst. City Attorney

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Kristen M. Webb, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
79010	5	From Rose Bay Bridge (MP 24.727) to the Northern City Limits (MP 28.100)	3.373 mi
79190	5A	From SR 5/US 1 (MP 0.000) to Canal View Road (MP 3.168)	3.168 mi
79230	421	From Western city limits (MP 0.000) to SR 5/US 1 (MP 4.001) Exclude: I-95 SB ramp (MP 0.015) to I-95 NB ramp (0.331)	3.685 mi
79180	A1A	From SR 5/US 1 (MP 0.000) to S Peninsula Drive (MP 1.079) Exclude: high rise bridge (MP 0.608 - 0.987)	0.700 mi
79260	441	From SR A1A (MP 0.000) to Northern city limits (MP 0.545)	0.545 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☐	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☐	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT752

FINANCIAL PROJECT NO.:244608-1-78-04

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Port Orange, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. 26-23 dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any 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 under 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 any other binding commitment of funds. Nothing herein 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 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 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$12,372.00 per quarter, equating to \$49,488.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager/Contracts

Name: Jim Read

Address: 1650 North Kepler Road Deland, FL 32724

Telephone: 386-740-3400

Email: james.read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: City of Port Orange

Name: Junos Reed

Address: 407 Virginia Ave

Telephone: 386-506-5754

Email: jureed@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall 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 the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) 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) expressly require any 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 subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Scott Stiltner, Mayor

Attest: _____

Robin L. Fenwick, City Clerk

Legal Approval: _____

Shannon K. Balmer, Sr. Asst. City Attorney

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Kristen M. Webb, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
79010	5	From Rose Bay Bridge (MP 24.727) to the Northern City Limits (MP 28.100)	3.373 mi
79190	5A	From SR 5/US 1 (MP 0.000) to Canal View Road (MP 3.168)	3.168 mi
79230	421	From Western city limits (MP 0.000) to SR 5/US 1 (MP 4.001) Exclude: I-95 SB ramp (MP 0.015) to I-95 NB ramp (0.331)	3.685 mi
79180	A1A	From SR 5/US 1 (MP 0.000) to S Peninsula Drive (MP 1.079) Exclude: high rise bridge (MP 0.608 - 0.987)	0.700 mi
79260	441	From SR A1A (MP 0.000) to Northern city limits (MP 0.545)	0.545 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☐	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☐	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED PURDUE, P.E.
SECRETARY

Date: April 27, 2026

Junos Reed
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129
jureed@port-orange.org

RE: Maintenance Memorandum of Agreement (MOA)
Notice for Renewal
Contract Number: AT752
County: VOLUSIA
Financial Project ID: 244608-1-78-04

Dear Mr. Reed:

The current term of the subject MOA will expire on 06/15/2026 and the new agreement must be executed prior to that date to avoid a lapse in reimbursement; all current terms and conditions shall remain. The New MOA form is included with this letter. A new Resolution must be adopted to authorize who may execute the renewal on behalf of the city.

Please **email** the signed city signed Agreement and Resolution to me by 05/21/2026 to assure that it is fully executed in a timely manner. Please do not fill in the date on the MOA form. If you have any questions, please contact me at (386) 740-3460.

Sincerely,

Tammy Wright

Tammy Wright
Contract Coordinator II



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B9) Resolution No. 26-24 - Approval of Local Agency Program (LAP) Supplemental Agreement #1 for the Williamson Boulevard/Willow Run Boulevard Sidewalk Project (CD244)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

2 - Infrastructure

3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-24, approving the Local Agency Program (LAP) Supplemental Agreement #1 for the construction of the Williamson Boulevard/Willow Run Boulevard Sidewalk Project and authorizing the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: At the February 4, 2025 meeting, City Council approved the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for the construction of the Williamson Boulevard/Willow Run Boulevard Sidewalk Project (FDOT #448772; CD244). The project consists of the installation of a 12-foot wide shared-use asphalt path along the north side of Willow Run Boulevard, starting at the west end of the existing Willow Run Trail at Chardonay Drive and continuing along the east side of Williamson Boulevard, connecting with the existing sidewalk at the south end of Town Park subdivision for a total length of 0.5 miles along with pedestrian improvements across Willow Run Boulevard at Chardonay Drive and Hidden Lake Drive.



Location map of the Williamson Boulevard/Willow Run Boulevard sidewalk project

Subsequently, at the December 7, 2025 meeting, the City Council approved the contract award to Sparks Concrete, LLC, as the lowest responsive and responsible bidder. Construction of the project commenced on March 30, 2026, and is currently underway with an anticipated final completion date by the end of July 2026.

The original FDOT LAP Agreement, fully executed in June 2025, provided funding for the project in an amount not to exceed \$428,322, with the City's contribution to construction costs estimated at \$64,559 of the \$492,881 total estimated construction cost.

Since the lowest construction bid received was \$554,294.00, an additional \$61,413.00 in funding was required. As indicated in the agenda item awarding the construction contract to Sparks Concrete, LLC, in the amount of \$554,294.00, a supplemental agreement to the original FDOT LAP Agreement would be required to document the additional \$61,413.00 authorized by the Volusia-Flagler Transportation Planning Organization (VFTPO) for this project. This additional funding covers the shortfall between the original estimated construction cost and the lowest construction bid received.

Supplemental Agreement No. 1 documents the additional \$61,413.00 authorized by the VFTPO to cover the difference between the estimated construction cost and the construction cost submitted by the lowest bidder and reduces the City's contribution for this project from \$64,559.00 to \$55,430.00.

Funding for the construction of this project is included in the FY25 Capital Improvements Program (CIP). Pursuant to Supplemental Agreement No. 1, FDOT will now reimburse up to 90% of the eligible construction costs, in an amount not to exceed \$498,864.00.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-24 w exhibit	Resolution No. 26-24 w exhibit.pdf
2.	448772-2-58-01 (G3D52)-LAP SA-Williamson Blvd Revision 1 w City Sign Pg	448772-2-58-01 (G3D52)-LAP SA-Williamson Blvd Revision 1 w City Sign Pg.pdf

Lisa Epstein	Created/Initiated - 04/23/2026
Tim Burman	Approved - 04/27/2026
Sue Wang	Approved - 04/27/2026
Matthew Jones	Approved - 05/04/2026
Wayne Clark	Final Approval - 05/13/2026

RESOLUTION NO. 26-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR FPN 448772-2-58-01, FOR CONSTRUCTION OF WILLIAMSON BOULEVARD/WILLOW RUN BOULEVARD SIDEWALK PROJECT (FROM SOUTH OF TOWN PARK DRIVE TO CHARDONNAY); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program (LAP) Agreement for construction of Williamson Boulevard/Willow Run Boulevard Project (from south of Town Park Drive to Chardonnay); and

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange previously entered into a LAP Agreement fully executed on June 25, 2025 for FPN 448772-2-58-01 as approved by the Port Orange City Council on February 4, 2025; and

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 Local Agency Program Supplemental Agreement, for the project, Financial Project Number (FPN) 448772-2-58-01, a copy of which is attached hereto as Exhibit "1".

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

EXHIBIT "1"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
LOCAL PROGRAMS
03/22

Page 1 of 4

SUPPLEMENTAL NO.
1

FEDERAL ID NO. (FAIN)
D524 078 B

CONTRACT NO.
G3D52

FEDERAL AWARD DATE
5/22/2025

FPN
448772-2-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
LV8ZD1LYF3H4

Recipient, (City of Port Orange) and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on 06/25/2025 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Williamson Boulevard / Willow Run Boulevard Length See Project Description Below

Termini South of Town Park Drive to Chardonnay

Description of Work:

The Williamson Boulevard / Willow Run Boulevard (from south of Town Park Drive to Chardonnay Drive) project is with the City of Port Orange (Recipient). This is a shared use path project to enhance pedestrian connectivity. The project limits on Willow Run Boulevard are from Williamson Boulevard to approximately 225 feet to the east of Chardonnay Drive for an approximate total length of 1,319 feet, and approximately 86 feet to the west of Hidden Lake Drive to approximately 113 feet to the east of Hidden Lake Drive for an approximate total length of 199 feet. The limits on Williamson Boulevard are from Willow Run Boulevard to approximately 1,288 feet to the north of the intersection of Williamson Boulevard and Willow Run. Total project length is approximately 2,806 feet (0.53 miles).

The proposed improvements along Willow Run Boulevard include the construction of a 12-foot wide shared use asphalt path along the north side of Willow Run Boulevard from Williamson Boulevard to Chardonnay Drive, Type F curb and gutter, milling and resurfacing of affected crosswalks at the intersection of Hidden Lake Drive, installation of Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Hidden Lake Drive, concrete curb ramps, and detectable warnings.

The proposed improvements along Williamson Boulevard include the construction of a 12-foot-wide shared use asphalt path along the east side of Williamson Boulevard, turnout construction/driveway, and drainage. Drainage improvements include pipe culvert and a mitered end section

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, excavation, embankment, removal of existing concrete, pavement markings, signing, and sod.

Williamson Boulevard is on the National Highway System.

The following items are not eligible for reimbursement and will be locally funded:

- Item 0107-1 Litter Removal
- Item 0107-2 Mowing

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. Roadway lighting will be included with this project and will be completed by Florida Power and Light. The City of Port Orange (Recipient) is coordinating permitting requirements with the St. Johns River Water Management District. The City of Port Orange (Recipient) shall construct the project within the limits of the existing right-of-way or easements of the City of Port Orange (Recipient) and Volusia County.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Construction that includes the authorized and encumbered Federal funding and the Local Funding contribution on the project shall be increased to an amount equal to the Recipient's construction contract award amount of \$554,294.00. This results in an increase of total construction funding by \$61,413.00. The federal funding is to be increased by \$70,542.00, which is the difference between previous federal funding of \$428,322.00 and the current federal funding of \$498,864.00. Local Funds will be decreased by \$9,129, which is the difference between previous local funding of \$64,559.00 and the 10% Volusia-Flagler TPO local match requirement of \$55,430.00.
2. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FINANCIAL PROJECT NUMBER: 448772-2-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Construction FY: 2024-2025 (LAP) FY: 2025-2026 (LAP) FY: (Insert Program Name) Total Construction Cost	 \$492,881.00 \$0.00 \$492,881.00	 \$0.00 \$61,413.00 \$61,413.00	 \$492,881.00 \$61,413.00 \$554,294.00	 \$64,559.00 (\$9,129.00) \$55,430.00	 \$0.00 \$0.00 \$ 0.00	 \$428,322.00 \$70,542.00 \$498,864.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
TOTAL COST OF THE PROJECT	\$492,881.00	\$61,413.00	\$554,294.00	\$55,430.00	\$ 0.00	\$498,864.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
LOCAL PROGRAMS
03/22

Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: See attached signature page.

Name:

Title:

By: _____

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

Title: Director of Transportation Development

Date: _____

Legal Review:

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner

Title: Mayor

Attest: _____

Robin L. Fenwick, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$498,864.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D524 078 B

CONTRACT NO.

G3D52

FEDERAL AWARD DATE

5/22/2025

FPN

448772-2-58-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

LV8ZD1LYF3H4

Recipient, (City of Port Orange) and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on 06/25/2025 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Williamson Boulevard / Willow Run Boulevard Length See Project Description Below

Termini South of Town Park Drive to Chardonnay

Description of Work:

The Williamson Boulevard / Willow Run Boulevard (from south of Town Park Drive to Chardonnay Drive) project is with the City of Port Orange (Recipient). This is a shared use path project to enhance pedestrian connectivity. The project limits on Willow Run Boulevard are from Williamson Boulevard to approximately 225 feet to the east of Chardonnay Drive for an approximate total length of 1,319 feet, and approximately 86 feet to the west of Hidden Lake Drive to approximately 113 feet to the east of Hidden Lake Drive for an approximate total length of 199 feet. The limits on Williamson Boulevard are from Willow Run Boulevard to approximately 1,288 feet to the north of the intersection of Williamson Boulevard and Willow Run. Total project length is approximately 2,806 feet (0.53 miles).

The proposed improvements along Willow Run Boulevard include the construction of a 12-foot wide shared use asphalt path along the north side of Willow Run Boulevard from Williamson Boulevard to Chardonnay Drive, Type F curb and gutter, milling and resurfacing of affected crosswalks at the intersection of Hidden Lake Drive, installation of Rectangular Rapid Flashing Beacon (RRFB) at the intersection of Hidden Lake Drive, concrete curb ramps, and detectable warnings.

The proposed improvements along Williamson Boulevard include the construction of a 12-foot-wide shared use asphalt path along the east side of Williamson Boulevard, turnout construction/driveway, and drainage. Drainage improvements include pipe culvert and a mitered end section

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, excavation, embankment, removal of existing concrete, pavement markings, signing, and sod.

Williamson Boulevard is on the National Highway System.

The following items are not eligible for reimbursement and will be locally funded:

- Item 0107-1 Litter Removal
- Item 0107-2 Mowing

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. Roadway lighting will be included with this project and will be completed by Florida Power and Light. The City of Port Orange (Recipient) is coordinating permitting requirements with the St. Johns River Water Management District. The City of Port Orange (Recipient) shall construct the project within the limits of the existing right-of-way or easements of the City of Port Orange (Recipient) and Volusia County.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Construction that includes the authorized and encumbered Federal funding and the Local Funding contribution on the project shall be increased to an amount equal to the Recipient's construction contract award amount of \$554,294.00. This results in an increase of total construction funding by \$61,413.00. The federal funding is to be increased by \$70,542.00, which is the difference between previous federal funding of \$428,322.00 and the current federal funding of \$498,864.00. Local Funds will be decreased by \$9,129, which is the difference between previous local funding of \$64,559.00 and the 10% Volusia-Flagler TPO local match requirement of \$55,430.00.
2. Revisions to the federal and local funding amounts attributed to the amounts referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

The remainder of this page intentionally left blank.

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FINANCIAL PROJECT NUMBER: 448772-2-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Design Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Right-of-Way FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Right-of-Way Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
Construction FY: 2024-2025 (LAP) FY: 2025-2026 (LAP) FY: (Insert Program Name) Total Construction Cost	 \$492,881.00 \$0.00 \$492,881.00	 \$0.00 \$61,413.00 \$61,413.00	 \$492,881.00 \$61,413.00 \$554,294.00	 \$64,559.00 (\$9,129.00) \$55,430.00	 \$0.00 \$0.00 \$ 0.00	 \$428,322.00 \$70,542.00 \$498,864.00
Construction Engineering and Inspection (CEI) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total CEI Cost	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) Total Phase Costs	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00	 \$ 0.00
TOTAL COST OF THE PROJECT	\$492,881.00	\$61,413.00	\$554,294.00	\$55,430.00	\$ 0.00	\$498,864.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: See attached signature page.

Name:

Title:

By: _____

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

Title: Director of Transportation Development

Date: _____

Legal Review:

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
LOCAL PROGRAMS
03/22

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner

Title: Mayor

Attest: _____

Robin L. Fenwick, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$498,864.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B10) Approval of a License Agreement for use of the Riverwalk Trail for Special Events sponsored by Tiki Docks Port Orange River Bar & Grill

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life; 4 - Economic Development

RECOMMENDED MOTION: Move to approve the License Agreement for use of the Riverwalk Trail for Special Events sponsored by Tiki Docks Port Orange River Bar & Grill; authorize the Mayor and City Clerk to execute the same; and authorize the City Manager to approve and execute future renewals.

SUMMARY: Tiki Docks River Bar & Grill (Tiki Docks) has begun hosting a weekly Sunday morning waterfront market featuring local vendors and artists, fresh produce and specialty food items, food trucks, and live music in a casual outdoor shopping atmosphere along the river, creating a community-oriented market experience in conjunction with the restaurant, so patrons can shop, dine, and gather in one place. Due to increased participation, Tiki Docks is requesting to enter into a License Agreement with the City to use approximately 10 feet of the City's 23-foot-wide Riverwalk Trail adjacent to its property (east of the trail) to accommodate vendors, tents, sales areas, and related activities while maintaining adequate pedestrian access and public use of the trail.

A License Agreement is required for this proposed use of a portion of the Riverwalk Trail because the trail is located on City property. The agreement establishes the terms and conditions for use of the area, including coordination with the Parks and Recreation Department for scheduled City events that may utilize the trail, restrictions on use when City programming may require use of the trail, limitation of use to Sundays only, a requirement that a minimum of 10 feet of the trail remain open to the public at all times, and provisions related to clean up, maintenance (including cleaning and repairs), and liability insurance requirements.

According to Tiki Docks, the approval of the License Agreement will support the continued success and growth of their Sunday Market and help draw additional activity and visitors to the Riverwalk area, further activating the public space while maintaining safe and appropriate public access.



Location map showing Riverwalk Trail in front of Tiki Docks

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Tiki Docks License Agreement w Exhibit	Tiki Docks License Agreement w Exhibit.pdf
----	--	--

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark

Created/Initiated - 04/27/2026
Approved - 04/28/2026
Approved - 05/08/2026
Final Approval - 05/12/2026

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the **City of Port Orange, Florida**, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("City"), and **TIKI DOCKS PORT ORANGE, LLC**, a Florida limited liability company doing business as Tiki Docks Port Orange Bar & Grill ("Licensee"), whose mailing address is 505 e. Jackson St., Suite 302, Tampa, FL 33602.

PREMISES

WHEREAS, the Licensee leases and manages the property identified as Parcel Nos. 630316000010, 630316000011, 630310020040, 630310020041, 630310020023, and 630310020024 ("Licensee Property"); and

WHEREAS, a portion of the City right-of-way known as Halifax Drive is located immediately adjacent to the Licensee Property, with a northern terminus at Ocean Avenue and a southern terminus parallel with the southern boundary of Parcel No. 630316000010, located in Port Orange, Florida, and being more particularly described in **Exhibit "A"**, hereinafter referred to as the "Riverwalk Trail"; and

WHEREAS, the Licensee currently hosts a weekly Sunday morning waterfront market featuring local vendors and artists, fresh produce and specialty food items, food trucks, and live music in a casual outdoor shopping atmosphere along the river, creating a community-oriented market experience in conjunction with the restaurant ("Special Events"); and

WHEREAS, due to increased participation, Licensee is requesting this License Agreement with the City to use approximately 10 feet of the City's Riverwalk Trail adjacent to Licensee Property (east of the trail) in order to accommodate vendors, tents, sales areas, and related activities for the Special Events; and

WHEREAS, the City is desirous of encouraging events that will contribute to activating the development of the riverfront property for the benefit of its citizens by allowing special events such as described herein, subject to the terms and conditions set forth herein; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof; and

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

1. Use. The City hereby grants to the Licensee a license to access the Riverwalk Trail, subject to the terms and conditions contained herein, provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the Special Events contemplated on the Riverwalk Trail by this License Agreement ("License").

2. Term. Notwithstanding the date of execution, this License shall commence upon the approval and execution of the City and shall continue until December 31, 2028, unless otherwise terminated as set forth hereinbelow. Thereafter, this License Agreement may be renewed annually, subject to review and approval by the City Manager.

Notwithstanding the foregoing, either party may terminate this License for convenience at any time by giving thirty (30) days' written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the License Area (defined hereinbelow) and remove any personal property located thereon. Any personal property remaining thirty (30) days from termination date shall become the property of the City.

3. License Area. The Riverwalk Trail to be used as generally described herein and graphically depicted on Exhibit "A", subject to the terms and conditions contained herein, for the purpose of operating Special Events on the Riverwalk Trail ("License Area").

4. Licensee Obligations. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the License Areas, whether or not of record, terms and conditions contained herein, provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the activities permitted by this Agreement. In addition, the Licensee agrees to the following:

- (a) Coordinate with the City Parks and Recreation Department for scheduled City events that may utilize the Riverwalk Trail.
 - i. Licensee shall schedule a meeting with the City Parks and Recreation Department within thirty (30) days of the effective date of this Agreement to coordinate with the City regarding City events that may utilize the Riverwalk Trail in the upcoming year.
 - ii. Thereafter, Licensee shall meet with City Parks and Recreation Department annually on or around the anniversary of this Agreement for discussion and coordination of the same.
 - iii. This provision is subject to Section 5, hereinbelow.
- (b) Licensee shall be responsible for ensuring all legally required permits for any and all activity contemplated under this Agreement have been obtained prior to initiating any Special Event.
- (c) A minimum of ten (10) feet of the trail must remain open to the public at all times.
- (d) Licensee shall be required to clean up and maintain the License Area.

Licensee shall be required to remove all refuse and garbage from the License Area immediately following any Special Event. If Licensee fails to clean up and remove all refuse and garbage from the License Area within the same day of the end of the Special Event, then City may cleanup said area and, Licensee hereby authorizes City to bill Licensee for said clean up in an amount to cover the costs of staff time and any materials required for the cleanup.

5. City Use.

(a) The City reserves the right to use the License Areas and/or Riverwalk Trail for municipal purposes upon thirty (30) days prior notice to the Licensee.

(b) In the event that emergency work by the City becomes necessary, the City may remove or cause to be removed the Licensee's personal property without notice and without any liability to the City. The Licensee shall be responsible for any and all expenses for the storage of Licensee's personal property. The City shall return the Riverwalk Trail to its condition directly preceding the emergency work following completion, at their sole expense.

6. Signage. Licensee shall not install or construct permanent signage at the Riverwalk Trail; however, temporary signage may be displayed during the Licensee's Special Event operating hours, so long as it is displayed in accordance with the City of Port Orange Land Development Code. Signage design, layout and location, or any modification thereto, shall be approved by the City Manager or their designee, said approval shall be discretionary in nature and in addition to any requisite regulatory approvals. Approval must be obtained prior to display. Such approval shall not be valid unless in writing.

7. Special Events. Approval by the City for any special events shall be required and in accordance with the Code of Ordinances, City of Port Orange, Florida. For all special events, Licensee must submit an application to the City in accordance with the requirements in Chapter 58, Article III, Code of Ordinances, City of Port Orange, Florida.

8. Assignability of Contract. Neither this Agreement, nor any part hereof, may be assigned by the Licensee to any other party without the express written approval of the City Council. Any assignment or delegation in violation of this section shall be void.

9. Accommodation. This license is given to the Licensees as an accommodation to the Licensees in consideration for the Licensees agreeing to the obligations expressed herein. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name. The Licensees agree to never claim right to recover the costs caused by the action of the City.

10. No Interference. Licensee shall not interfere with the normal operation and activities of City, and Licensee shall conduct its activities on the License Areas to minimize damage to the License Areas and inconvenience to City, its agents, employees and invitees.

11. Repair and Restoration. If Licensee, its employees or agents cause any damage to the License Areas, or to any improvements located at or on the Riverwalk Trail in connection

with the exercise of this License, Licensee shall repair and restore the License Areas and Subject Property to their original condition prior to Licensee's use. Licensee shall perform the repair and restoration required hereunder upon discovery of damage or within ten (10) days of written notice from the City notifying Licensee of said damage. In the event that repair and restoration is performed following the termination of this License, the Licensee's indemnity and insurance obligations set forth herein shall continue until repair and restoration is completed as provided herein.

12. Insurance. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of One Million Dollars (\$1,000,000.00). Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement.

13. Hold Harmless and Indemnification. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the City's property pursuant to this License. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or otherwise permitted by this Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

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

15. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

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

Licensee: TIKI DOCKS PORT ORANGE, LLC
ATTN: Marc Brown, Manager
505 E Jackson St., Suite 302
Tampa, FL 33602

16. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against City's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

17. License Administrator. The City Manager for the City of Port Orange or his designee shall perform the administration of this Agreement.

18. Recording. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

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

[Remainder of Page Left Blank]

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

WITNESSES:

CITY:

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

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Scott Stiltner, Mayor

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

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

WITNESSES:

Printed Name: _____

Printed Name: _____

LICENSEE:

TIKI DOCKS PORT ORANGE, LLC, a Florida
limited liability company

By: _____

Marc Brown, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Marc Brown, Manager **TIKI DOCKS PORT ORANGE, LLC**, a Florida limited liability company, on behalf of the entity, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

EXHIBIT "A"





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

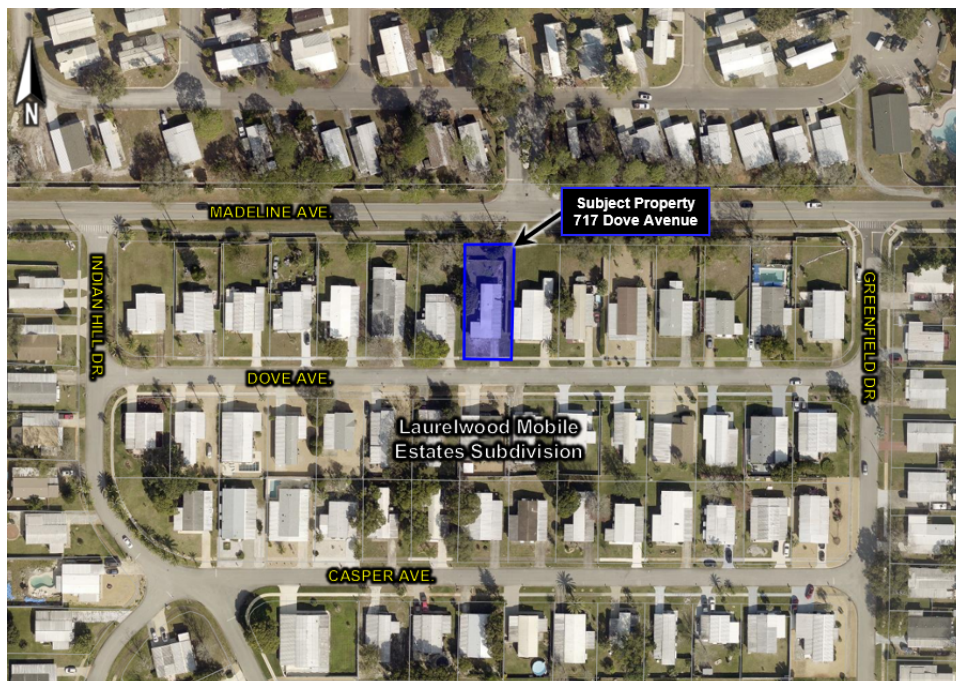
SUBJECT: (B11) Approval of Contract for Sale and Purchase of real property located at 717 Dove Avenue to Carroll and Mary Brunk

DEPARTMENT: Community Development

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Contract for Sale and Purchase of 717 Dove Avenue to Carroll and Mary Brunk in the amount of \$55,000; authorize the Mayor and City Clerk to sign the Contract for Sale and Purchase Agreement; and authorize the City Manager and City Clerk to sign all documents associated with closing, including but not limited to the deed.

SUMMARY: In September 2025, the City acquired a ±8,800 square-foot vacant lot located at 717 Dove Avenue in the Laurelwood Mobile Estates Subdivision. For several years prior to the acquisition, the property was a chronic nuisance site with multiple code violations, reported drug activity, and unsafe living conditions, including occupants residing in the home without electricity or water and individuals camping in the front yard. In the spring of 2025, the structure was damaged by fire and demolished, and the City acquired the vacant property in September 2025 through foreclosure action.



Location map of 717 Dove Avenue in the Laurelwood Mobile Estates Subdivision

In October 2025, the City's broker, Colliers International Florida, LLC (Colliers), began marketing the lot for sale. Over the following several months, the property received multiple inquiries. In January 2026, an official offer of \$55,000 was submitted, and a contract for sale was approved by the City Council at its February 17 meeting; however, the prospective purchasers ultimately elected not to proceed with closing on the property. Colliers continued to market the property, and in April 2026, Carroll and Mary Brunk submitted an official offer of \$55,000. Colliers has advised the City that this is the highest offer received and is comparable to recent sales within the surrounding area.

According to the Brunk family, they intend to purchase the lot, install a manufactured home, and make 717 Dove Avenue their permanent residence.

Staff recommends that the City Council approve the contract with Carroll and Mary Brunk. Closing will take place within sixty (60) days following the City's approval and acceptance of the contract. Based on costs already incurred by the City, including the Colliers commission, the prior owner's past-due property taxes, and payment of a utility lien, the City is projected to receive approximately \$21,900 in net proceeds from the sale of the property.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Sale and Purchase Agreement for 717 Dove to Brunk	Sale and Purchase Agreement for 717 Dove to Brunk.pdf
----	---	---

Tim Burman	Created/Initiated - 04/28/2026
Tim Burman	Approved - 04/28/2026
Sue Wang	Approved - 04/29/2026
Shannon Balmer	Approved - 05/04/2026
Wayne Clark	Final Approval - 05/12/2026



CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2026, between: Carroll Brunk and Mary Brunk, mailing address 7400 Troy Manor Dayton Ohio 45424 hereinafter referred to as "Purchaser"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Seller."

1. Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located in Port Orange, County of Volusia, State of Florida:

Lot 8, LAURELWOOD MOBILE ESTATES, UNIT V, according to the plat thereof as recorded in Map Book 35, Page 15, of the Public Records of Volusia County, Florida.
Parcel ID. 6305-05-05-0080

The subject real estate being hereinafter referred to as the "Property".

Improvements Serving the Site: Stormwater facilities, public road, and public utilities.
Tangible Personal Property: None

This Contract shall be subject to the Standards for Real Estate Transactions ("the Title Standards") set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in Exhibit "A," the Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **Fifty-Five Thousand Dollars (\$55,000.00)**; and
- (b) A deposit/down payment of **Five Thousand Dollars (\$5,000.00)** shall be submitted upon acceptance of this offer by the City Council and the balance to be paid at closing. Upon execution of the Contract by the Mayor and the City Clerk, Purchaser's good faith deposit shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," pending the approval by City Council and the closing of this transaction and to be delivered to Seller at the time of closing.

- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Five Thousand Dollars (\$5,000.00), and less expenses and prorations as provided in Paragraph 8 and Standard L of the Title Standards in Exhibit "A" by check or wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title

- (a) Marketable Title. Seller shall convey to Purchaser marketable title to the Property, determined according to the Title Standards in Exhibit "A".
- (b) Title Insurance and Survey. Within fifteen (15) days of the Effective Date of this Contract, Seller shall provide a title commitment for owner's title insurance issued by title insurance company of Seller's choice (in compliance with the requirements of Title Standard A of Exhibit "A") covering the Property, (the "Commitment"), by which Commitment the Title Company shall agree to issue to Purchaser, upon recording the deed for the Property, an Owner's ALTA policy in the amount of the full Purchase Price.

Within thirty (30) days of the Effective Date of this Contract, Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "Survey") prepared by a duly licensed land surveyor licensed in the State of Florida and depicting the Property and all plottable exceptions to the Commitment. The Survey shall be prepared in accordance with the minimum technical requirements for surveys in the State of Florida. Purchaser shall have until the end of the Due Diligence Inspection Period, defined hereinbelow, to examine the condition of the Seller's title to the Property.

If Purchaser gives such notice of disapproval of the Commitment or Survey, Seller shall have thirty (30) days from the actual receipt of such notice of disapproval to cure the objections or defects so specified (the "Curative Period") or to provide notice that it has declined to cure such matter. If Seller is unable, or unwilling, to correct such objections or defects within said period of time, then Purchaser shall have the right to terminate this Contract or to waive such objections or defects in writing and proceed with the transaction. In such instance, if Purchaser decides to terminate, the Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract. If Purchaser does not provide written notice of objection or defects within said period of time, Purchaser shall be deemed to have waived any right to disapprove of any matters contained therein.

4. Due Diligence Inspection Period.

- (a) For the period beginning with the Effective Date and continuing until 5:00 PM Eastern Standard time on the date that is sixty (60) days after the

Effective Date, said date being _____, (to be filled in after City signature) ("Due Diligence Inspection Period"), Seller hereby grants to Purchaser the right to make or obtain any and all investigations, test studies, evaluations, assessments and reports Purchaser deems necessary or desirable with respect to the Property.

- (b) If, after completing its inspection of the Property and review of the title matters thereto, Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable or feasible for Purchaser's intended purposes, prior to the expiration of the Due Diligence Inspection Period, Purchaser may terminate this Contract by providing written notice thereof to Seller before the expiration of the Due Diligence Inspection Period. In such instance, the Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract except with respect to those matters which expressly survive termination. If Purchaser elects to terminate this Contract in accordance with this Paragraph, Purchaser shall leave the Property in the condition existing on the Effective Date.

5. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

6. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient Warranty Deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in paragraph 2(b) within seventy-five (75) days after the City's approval and acceptance of this Contract. The date of closing may be extended upon mutual written agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the premises and other documents in accordance with Title Standard J. Following closing, Purchaser shall have the right to exclusive possession of the property.

9. Closing Costs. Unless otherwise stated herein, Purchaser shall pay all closing costs including but not limited to, document preparation, Florida documentary tax stamps, recording fees of the deed and costs associated with environmental audits, surveys, and other inspections. Seller shall pay for title insurance premium and costs associated with instruments to cure title defects. However, upon Purchaser's request, Seller shall provide Purchaser with copies of any such audits, surveys, and other inspections covering the property that Seller has possession of and the right to disclose to third parties prior to closing.

10. Fees. Seller and Purchaser have utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The brokers named below are collectively referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees as specified in a separate brokerage agreement with the parties

and cooperative agreement between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. The Broker is Colliers International Florida, LLC and will be compensated by Seller pursuant to a listing agreement. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

11. Failure of Performance. If Purchaser fails, neglects, or refuses to perform Purchaser's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects, or refuses to perform under this Contract, Purchaser may seek specific performance or elect to receive return of Purchaser's deposit without thereby waiving any action for damages resulting from Seller's breach.

12. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

13. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs to an entity in which the transferring party or the principals of the transferring party holds majority ownership in said entity. Any assignment or delegation in violation of this section shall be void.

14. Effective Date. The Effective Date for the Contract shall be the date of approval of the Contract by the City Council for the City of Port Orange, Florida, such approval shall be evidenced by the signing of all parties to this Contract.

15. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. This Contract is executed by the parties as of the respective dates shown below.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

FOR CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY

WITNESSES:

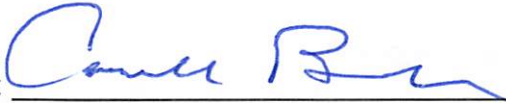

First Witness Signature Above, Printed Name Below:

Tim Burnan


Second Witness Signature Above, Printed Name Below:

Mary Kaye Dykeman

PURCHASER:

By: 
Carroll Brunk

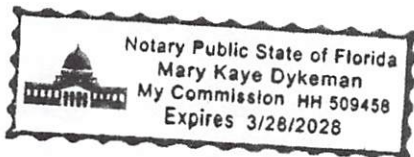
By: 
Mary Brunk

Date: May 1, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this 1st day of May, 2026, by Carroll Brunk and Mary Brunk, who (Notary, please check as applicable): [] took an oath or [] did not take an oath; and who [] is personally known to me or [X] has produced Drivers License as identification.


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



WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

SELLER:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Scott Stiltner, Mayor

Printed Name:

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

Witnesses as to Both

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

126
127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VI and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective,
131 notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XI(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XI(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,
FAR/BAR-8 Rev. 9/07 © 2007 Florida Association of Realtors® and The Florida Bar All Rights Reserved Page 3 of 4

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B12) Approval of Amendment No. 1 to the Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project and authorize the Mayor and City Clerk to sign the same.

SUMMARY: At the May 5 meeting, Council approved the Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project. As part of the closing process, the City is required to provide the title agent with a deposit check following Council approval and execution of the contract.

After approval, Staff identified that the Contract contained conflicting references regarding who will be the Escrow Agent and Title Agent for the closing, which is to be selected by the seller. This amendment clarifies the seller's Title Agent, as defined in the Contract, will be the Escrow Agent of record for the closing on the Property. Thereby confirming and clarifying the Escrow Agent and Title Agent for the closing on this property is Glenn D. Storch, P.A.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Amendment to Purchase and Sale Agreement - Nordman LLC	Amendment to Purchase and Sale Agreement - Nordman LLC.pdf
----	--	--

Robin Fenwick
Robin Fenwick
Shannon Balmer
Wayne Clark

Created/Initiated - 05/08/2026
Approved - 05/08/2026
Approved - 05/08/2026
Final Approval - 05/12/2026

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

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

THIS FIRST AMENDMENT TO THE OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY ("First Amendment") is made and entered the day and year set forth hereinafter by and between **Nordman Ave, LLC**, a Florida limited liability company, whose post office is address 632 Dunlawton Avenue, Port Orange, FL 32129 ("Seller"), and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, with its principal business offices located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129 ("City" or "Purchaser"), and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into an Option to Purchase Contract and Contract for Sale and Purchase of Real Property ("Contract") with an effective date of May 5, 2026 for the property identified as Parcel Number 634104030140, and defined in the Contract as the Property; and

WHEREAS, the Parties wish to modify the terms of the Contract, to clarify Seller's Title Agent, as defined in the Contract, will be the Escrow Agent of record for the closing on the Property; and

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

1. Paragraph 2(b) of the Contract shall be deleted in its entirety and replaced herewith as follows:

(b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Glenn D. Storch, P.A., 420 South Nova Road, Daytona Beach, FL 32114; referred to as "Escrow Agent," delivered on or before May 22, 2026, and upon the closing of this transaction, to be delivered to Seller at the time of closing; and

2. This First Amendment shall become effective as of the date signed by all Parties.

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

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

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

PURCHASER: City of Port Orange, Florida

Witness

By: _____
Scott Stiltner, Mayor

Witness

Witness

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

Witness

Date Signed: _____, 2026

Corporate Seal

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing First Amendment to the Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026 by Scott Stiltner, the Mayor, and Robin L. Fenwick, the City Clerk, both duly authorized to execute the foregoing on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

(Seal)

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

WITNESSES:

SELLER: Nordman Ave, LLC

First Witness Signature Above, Printed Name Below:

By: _____
Allan L. Ziffra, Manager

Second Witness Signature Above, Printed Name Below:

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing First Amendment to the Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by Allan L. Ziffra, as Manager of Nordman Ave, LLC, on behalf of the company, 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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (B13) Approval of Amendment No. 1 to the Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street for the Wastewater Treatment Plant Upgrades Project; and authorize the Mayor and City Clerk to sign the same.

SUMMARY: At the May 5 meeting, Council approved the Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street for the Wastewater Treatment Plant Upgrades Project. As part of the closing process, the City is required to provide the title agent with a deposit check following Council approval and execution of the contract.

After approval, Staff identified that the Contract contained conflicting references regarding who will be the Escrow Agent and Title Agent for the closing, which is to be selected by the seller. This amendment clarifies the seller's Title Agent, as defined in the Contract, will be the Escrow Agent of record for the closing on the Property. Thereby confirming and clarifying the Escrow Agent and Title Agent for the closing on this property is Glenn D. Storch, P.A.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Amendment to Purchase and Sale Agreement - Pinepoint Properties LLC	Amendment to Purchase and Sale Agreement - Pinepoint LLC.pdf
----	---	--

Robin Fenwick

Created/Initiated - 05/08/2026

Robin Fenwick
Shannon Balmer
Wayne Clark

Approved - 05/08/2026
Approved - 05/08/2026
Final Approval - 05/12/2026

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

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

THIS FIRST AMENDMENT TO THE OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY ("First Amendment") is made and entered the day and year set forth hereinafter by and between **PINEPOINT PROPERTIES, LLC**, a Florida limited liability company, whose post office is address 632 Dunlawton Avenue, Port Orange, FL 32129 ("Seller"), and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, with its principal business offices located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129 ("City" or "Purchaser"), and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into an Option to Purchase Contract and Contract for Sale and Purchase of Real Property ("Contract") with an effective date of May 5, 2026 for the property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060, and defined in the Contract as the Property; and

WHEREAS, the Parties wish to modify the terms of the Contract, to clarify Seller's Title Agent, as defined in the Contract, will be the Escrow Agent of record for the closing on the Property; and

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

1. Paragraph 2(b) of the Contract shall be deleted in its entirety and replaced herewith as follows:

(b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Glenn D. Storch, P.A., 420 South Nova Road, Daytona Beach, FL 32114; referred to as "Escrow Agent," delivered on or before May 22, 2026, and upon the closing of this transaction, to be delivered to Seller at the time of closing; and

2. This First Amendment shall become effective as of the date signed by all Parties.

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

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

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

PURCHASER: City of Port Orange, Florida

Witness

By: _____
Scott Stiltner, Mayor

Witness

Witness

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

Witness

Date Signed: _____, 2026

Corporate Seal

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing First Amendment to the Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026 by Scott Stiltner, the Mayor, and Robin L. Fenwick, the City Clerk, both duly authorized to execute the foregoing on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] is personally known to me, or [] has produced _____ as identification.

(Seal)

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

WITNESSES:

SELLER: Pinepoint Properties, LLC

First Witness Signature Above, Printed Name Below:

By: _____
John D. Rue, Managing Member

Second Witness Signature Above, Printed Name Below:

Date: _____, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing First Amendment to the Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2026, by John D. Rue, as Managing Member of Pinepoint Properties, LLC, on behalf of the company, 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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (F19) Golf Advisory Board Appointments (4)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to appoint four members to the Golf Advisory Board to serve a 3-year term expiring in April 2029.

SUMMARY:

Gary Brideau and Dennis Flesch currently serve on the Golf Advisory Board and are seeking reappointment to new three-year terms, which would expire in April 2029. Their original applications are attached for Council's review.

In addition, there are also two vacancies on the Board following the resignations of Jane Taylor, who represented the Cypress Head Women's Golf Association, and an open seat previously held by Michael Bagnato.

The Clerk's Office has received an application from Holly Perpall to fill the seat designated for a representative of the Cypress Head Women's Golf Association, as required by Ordinance No. 2016-4. For the open seat, an application from James Walsh has been received. Both applications are attached for Council's consideration.

No additional applications have been received.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Gary Brideau	Gary Brideau.pdf
2.	Dennis J. Flesch - Advisory Boards and Commissions Volunteer Application	Dennis J. Flesch - Advisory Boards and Commissions Volunteer Application.pdf
3.	Holly Perpall - Advisory Boards and Commissions Volunteer Application	Holly Perpall - Advisory Boards and Commissions Volunteer Application.pdf
4.	James Walsh - Golf Advisory Board	James Walsh - Golf Advisory Board

	Volunteer Application	Volunteer Application.pdf
5.	James Walsh Resume	James Walsh Resume.pdf

Amanda Bonin
Robin Fenwick
Matthew Jones
Wayne Clark

Created/Initiated - 04/17/2026
Approved - 04/20/2026
Approved - 05/08/2026
Final Approval - 05/12/2026

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, September 10, 2024 4:48:20 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Golf Course Advisory Board
--	----------------------------

Order of Preference	Field not completed.
---------------------	----------------------

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Gary
------------	------

Last Name	Brideau
-----------	---------

Primary Phone	3868463498
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	GTBHOG@GMAIL.COM
---------------	------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	1122 Nature View Cir Port Orange Florida 32128
City	Port Orange
State	FL
Zip Code	32128
Preferred Mailing Address	1122 Nature View Cir Port Orange Florida 32128
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a Federal, State, County, or City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Michael Bagnato (Current Board Member)
Reference 2	Richard Lee (Current Chairman)
Reference 3	<i>Field not completed.</i>

Education

High School	Sleepy Hollow High School
Date Graduated High School	5/20/1977
College	Quinnipiac University
Date Graduated College	5/5/1981
Degree	BS Marketing, AS Communications

Additional Information

Work Experience	28 year Retired IBM System Engineer / Project Manager / Field Manager. Information Technology Manager, GA Department of Revenue. IT Director, Bert Fish/Advant Health Hospital, New Smyrna Beach, FL.
Interests / Activities	Golf, Golf and Golf. Walking, exercising, sports and Motor Racing.
Community Involvement	Cypress Head HOA Architecture Review Committee Member. Cypress Head Golf MGA member. Volunteer on the Cypress Head MGA Registration, Nomination and Tournament committees. Coached Soccer, lacrosse, baseball and youth football.
Why do you desire to serve on these boards?	I live in Cypress Head and want to assist in projects that can preserve our beautiful living environment. I also spend a lot of time at the Golf Course and can bring real time information as it relates to the objectives of the Golf Advisory Board.
Additional Information	I'm retired and have the time to help.
Resume	GTB Resume Sept 2024 - Google Docs.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Gary Brideau
Date	9/10/2024

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Advisory Boards and Commissions Volunteer Application

05/01/2026 8:31 PM (EDT)

Advisory Boards and Commissions Volunteer Application

City of Port Orange

Purpose

Complete this form to apply to be a member of the Advisory Committee.

Eligibility

Residents who wish to serve on the Advisory Committee.

Prerequisites

Applicants must be residents of the municipality to apply for membership.

Required Documents

A cover letter and resume are recommended supporting documents to fill out this application.

Full Name	Dennis J.Flesch
Address	1179 Siesta Key Circle
City	Port Orange
State	FL
ZIP Code	32128
Phone Number	3862954975
Email Address	dflesch49@bellsouth.net
Which boards would you like to serve on?	Golf Advisory Board
Are you a registered voter?	Yes
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	Yes
Please list the City Boards that you're currently serving on.	I have been a member of the Golf Advisory Board since it's inception (10 yrs.).

Why do you desire to serve on this board?	To maintain continuity between City and Management. To ensure that the residents of Port Orange are provided a quality golf course at reasonable rates. Also, I am very aware that the Construction of the golf course has generated a lot of tax dollars due to the growth of the West sector of Port Orange. I have been a proud resident of Cypress Head Subdivision for twenty six years and Port Orange for forty six years.
---	---

Reference Information

i. Full Name
Dennis J.Flesch

Address
1179 Siesta Key Circle

City
Port Orange

State
FL

ZIP Code
32128

Phone Number
3862954975

ii. Full Name
Dennis J.Flesch

Address
1179 Siesta Key Circle

City
Port Orange

State
FL

ZIP Code
32128

Phone Number
3862954975

iii. Full Name
Dennis J.Flesch

Address

1179 Siesta Key Circle

City

Port Orange

State

FL

ZIP Code

32128

Phone Number

3862954975

Work Experience

Retired

Interests / Activities

Most outdoor sports and a member
Of Our Lady of Hope Church.

Community Involvement

Through my Church we support many projects.

You may upload a resume to outline your educational, work and community service experiences.

Signature Agreement

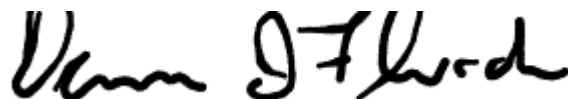
I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request.

Signature



Date

05/01/2026

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Advisory Boards and Commissions Volunteer Application

03/07/2026 6:03 PM (EST)

Advisory Boards and Commissions Volunteer Application

City of Port Orange

Purpose

Complete this form to apply to be a member of the Advisory Committee.

Eligibility

Residents who wish to serve on the Advisory Committee.

Prerequisites

Applicants must be residents of the municipality to apply for membership.

Required Documents

A cover letter and resume are recommended supporting documents to fill out this application.

Full Name	Holly Perpall
Address	6419 Cypress Springs Parkway
City	Port Orange
State	FL
ZIP Code	32128
Phone Number	215-990-0548
Email Address	holly.perpall@gmail.com
Which boards would you like to serve on?	Golf Advisory Board
Are you a registered voter?	Yes
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
Why do you desire to serve on this board?	I have lived in Port Orange since 2013. I am a frequent player at Cypress Head Golf Course and a member of our 18 hole women's league. I am currently in my 2nd 2 year term as the league tournament director and 2nd vice president. Within

Reference Information

i. **Full Name**

Jane Taylor

Address

6459 cypress springs parkway

City

Port Orange

State

FL

ZIP Code

32128

Phone Number

9319809241

ii. **Full Name**

Michael Bagnato

Address

1231 Siesta Key Circle

City

Port Orange

State

FL

ZIP Code

32128

Phone Number

4195774140

iii. **Full Name**

Diana Ferguson

Address

6421 cypress springs parkway

City

Port orange

State

FL

ZIP Code

32128

Phone Number

3867639392

Work Experience

Sr. Director of Quality, DaVita Laboratory 2012-2015 Deland FL, Provide Quality oversight for 2 DaVita pathology labs in FL, developed a Quality Management System to ensure compliance to CMS regulations and achieve successful lab audit readiness for all state pathology lab regulations. retired 2015

Merck and Co, Inc. 1986-2011, NJ and PA, Sr. Director of Regulatory and Analytical Sciences, Directed global stability organization supporting bulk drug substance and marketed pharmaceutical products. Directed international laboratory for troubleshooting supporting research and manufacturing Merck sites worldwide. Retired 2011

PhD Analytical Chemist, University of Massachusetts, Amherst, Graduate Student, Research Fellow and Chemistry TA, Graduated 1986

Interests / Activities

Reading, Bridge, Travel/Ecotourism, Fishing, Golf, Fitness/gym, Conservation, Gardening and Birding

Community Involvement

5 year member of Cypress Head Architectural Review Committee

Cypress Head Women's Golf 18 hole league secretary one 2 year term and 2nd vice president and tournament director two 2 year terms. League member 2015 to present.

Volunteered for Symetra and Epson Professional Women's Golf Tour Championships (LPGA International, 6years), NCAA Golf Tournaments, Kids Golf Tournaments, and PGA Drive Chip and Putt Regionals (2025).

Volunteer and Dolphin Society Member of the Marine Discovery Center, New Smyrna FL. Involved in Indian River Lagoon Restoration activities, UCF research projects for oyster reef restoration, and horseshoe crab nesting surveys and monitoring. 2015 to present.

You may upload a resume to outline your educational, work and community service experiences.

Signature Agreement

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request.

Signature



Date

03/07/2026

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

March 9, 2026

James Walsh
41 Golf Villa Drive
Port Orange, FL 32128

Port Orange Golf Advisory

Dear Members of the Selection Committee,

I am writing to express my interest in serving as a member of the Port Orange Golf Advisory Committee. With extensive experience in golf course operations and tournament organization, I believe I can contribute meaningful insight to support the continued success and effective management of the city's golf facilities.

Currently, I serve as the Co-Chair of the Tournament Committee at Cypress Head Golf Course, where I help coordinate and oversee tournament planning, player engagement, and event operations. This role has given me practical experience in organizing successful golf events while balancing the needs of players, staff, and course operations.

In addition, I am a member of the State of Florida Golf Course Rating Team. Through this work, I have gained valuable perspective on course design, playability, course conditions, and the standards used to evaluate golf facilities. This experience, combined with my involvement at Cypress Head, has given me a strong working knowledge of what it takes to operate and maintain a golf course effectively.

I am passionate about the game of golf and committed to supporting facilities that provide a positive experience for golfers of all skill levels. I would welcome the opportunity to contribute my experience, perspective, and dedication to the Port Orange Golf Advisory Committee as it works to ensure the long-term quality and success of the city's golf operations.

Thank you for considering my application. I would be honored to serve and contribute to the continued growth and excellence of golf in Port Orange. Please let me know if I may provide you with any references or additional information.

Sincerely,

James Walsh

Full Name*

James Walsh

Address*

41 Golf Villa Drive

City*

Port Orange

State*

Florida

ZIP Code*

32128

Phone Number*

703 623 6279



Email Address*

eyeonoh5@aol.com



< Back

Next >



Which boards would you like to serve on?

- ☐ Environmental Advisory Board
- ☐ Parks and Recreation Advisory Board
- ☒ Golf Advisory Board
- ☐ Planning Commission
- ☐ Councilmember
- ☐ Eastport CRA Board
- ☐ Town Center CRA Board

Are you a registered voter?*

- ☒ Yes
- ☐ No

< Back

Next >

Cancel

Submit

JAMES WALSH

41 Golf Villa Drive
Port Orange, FL 32128

(703) 623-6279 (cell)
eyeonohs@aol.com

WORK HISTORY

Co-Chair of Tournament Committee, Cyprus Head Golf Course, Port Orange, 2020 - Present
Coordinate golf activities and schedules for members of the association.

Member, State of Florida Golf Course Rating Team, 2021- Present
Evaluate golf courses, including rating and slope determinations.

Starter, Greendale Golf Course, Alexandria, VA, 2006 - ²⁰¹⁷ Present
Coordinated scheduling of golf activities, set up tee times, and ensured that patrons followed rules and schedules.

Consumer Fraud Analyst at Department of Justice, Washington, D.C. Criminal Section, 2004 - 2011

Provide financial analytical support on complex financial fraud investigations. Assisted in the prosecution and conviction of numerous individuals in a high profile insurance fraud case. Participated in, and provided financial exhibits for, a real estate investment fraud case.

Inspection Service Liaison to Financial Crimes Enforcement Network (FinCEN), Tysons Corner, VA, 2001 - 2004

Edited and provided FinCEN reports to inspectors for their investigations. Some of the investigations involved money laundering and terrorist activities. Developed presentations and spoke at Inspection Service Conferences about investigative support available from FinCEN. Provided support to FinCEN when the Suspicious Activity Report for the insurance industry was being developed. Served as an investigative member on the Presidential Corporate Fraud Task Force Initiative.

Postal Inspector Program Postal Inspector Program Manager Fraud National Headquarters, Washington, D.C., 1999 - 2001

Managed Insurance Fraud Program for the Inspection Service. Investigated complex Viatical Insurance Fraud Cases that resulted in the successful prosecution of numerous individuals. Worked effectively with insurance industry and Investigative Government Agencies to identify additional viatical fraud investigations. Developed viatical fraud presentations and spoke at insurance industry and law enforcement conferences. Served on the Anti-Fraud Committee of the National Association Insurance Commissioners (NAIC) as Inspection Service Representative. Served as agency representative to the National Health Care Antifraud Association.

Postal Inspector Program Manager Contract Audit and Contract Fraud, Washington, D.C., 1994 - 1999

Provided technical accounting and investigative assistance to field inspectors during their investigation of postal contracts. Provided training to postal service contracting officers about how to analyze the results of contract audit reports.

Postal Inspector Program Manager Capital Investment Reviews, Washington, D.C., 1991 - 1994

Developed audit programs and provided training to inspectors who did after cost studies on postal service construction projects. Reviewed and edited after cost reports to determine the technical accuracy of the reports and presented the reports to postal headquarters management.

Postal Inspector Program Manager Revenue Protection, Washington, D.C., 1989 - 1991

Provided technical accounting and investigative support to postal inspectors to ensure the postal service was collecting all revenue it was entitled to receive.

Postal Inspector, Washington, D.C., 1983-1989

While serving as a field investigator, was involved in cases that involved bank fraud, mail fraud and theft of mail. Additional time was spent auditing the postal service to ensure revenues were collected, expenses were properly incurred and operations were functioning as intended.

EDUCATION

B.S. Degree in Accounting and Economics
Queens College, Flushing, New York

PROFESSIONAL CERTIFICATIONS

Retired Certified in Financial Forensics (CFF)
Retired Certified Public Accountant (CPA)
Retired Certified Internal Auditor

SKILLS

Proficient in Golf Genius Software
Proficient in GHIN
Excel



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/19/2026

SUBJECT: (G20) Second 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 adding Future land Use Element Policy 1.4.18 to limit the density of the subject property to 1 unit/acre, and transmittal of the amendment to the State Land Planning Agency, the Volusia Growth Management Commission, and all other required review agencies.

SUMMARY: UPDATE: At its March 17, 2026, meeting, the City Council approved Ordinance No. 2026-02 on first reading, subject to the addition of a text amendment to the City's Comprehensive Plan as part of the Future Land Use (FLU) Map Amendment to limit the gross density of the subject property to one dwelling unit per acre. Ordinance No. 2026-02 has been revised to include a Future Land Use Element policy that limits the density of the subject property to one dwelling unit per acre.

The proposed amendment was transmitted to the State Land Planning Agency and other state review agencies, the Volusia Growth Management Committee (VGMC), and adjacent local governments. No objections to the amendment were received from any outside review agencies or adjacent local governments.

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.

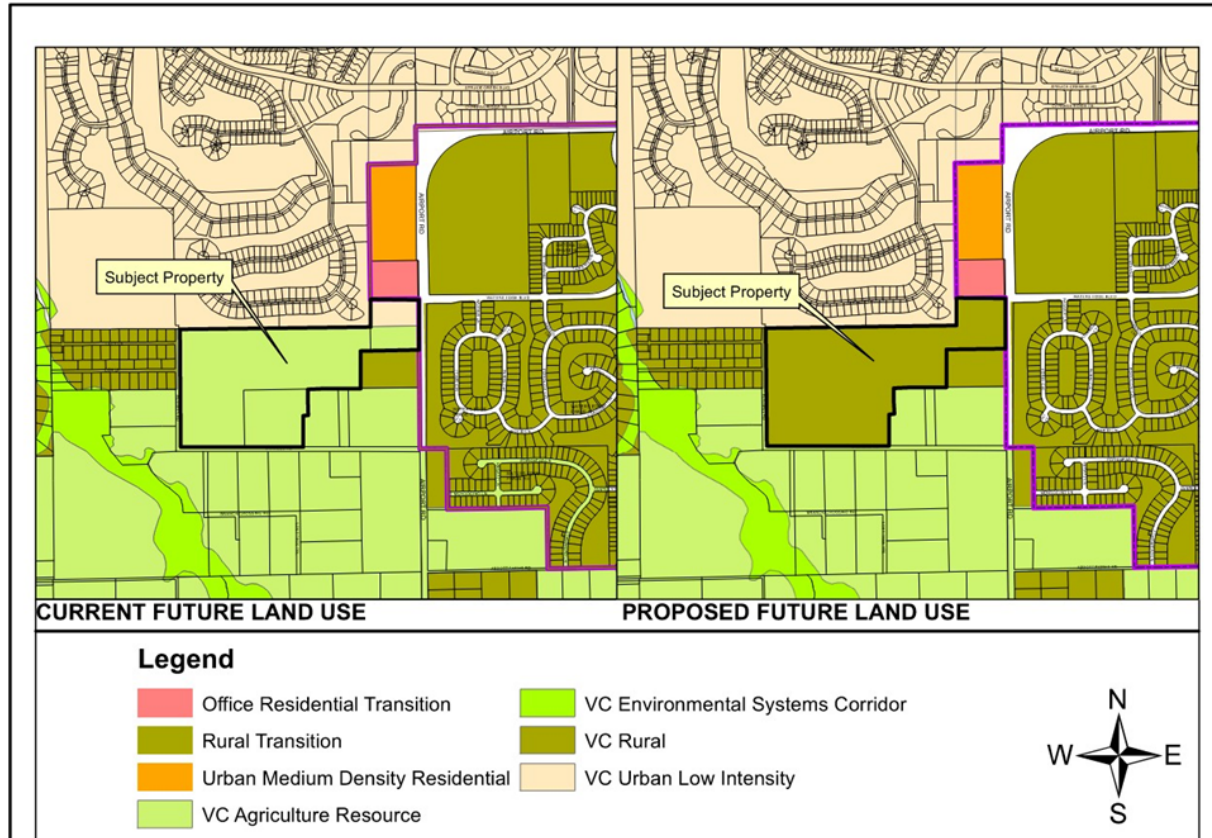
The applicant's proposed Comprehensive Plan amendment consists of three requests:

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).

3. Add FLU Element Policy 1.4.18 to limit the density of the subject property to one unit per 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 with the density cap of 1 unit/acre (Policy 1.4.18), it is estimated that 54 PM peak hour trips and 509 daily trips could be generated. In the Traffic Memorandum prepared for the theoretical maximum of 2 units/acres, 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 exhibits	Ordinance No. 2026-2 w exhibits.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

Amanda Bonin

Created/Initiated - 04/29/2026

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; WITH TEXT AMENDMENT ADDING A FUTURE LAND USE ELEMENT POLICY TO PROVIDE DENSITY LIMITS FOR THE OVERALL ±56.53-ACRE PROPERTY; 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 City Council hereby amends the “Port Orange Comprehensive Plan 2022-2045, Future Land Use Element, to add a policy to the FLU Element to limit development on the ±56.53-acre site to a density of one unit per acre, attached hereto as

Exhibit “A”, and incorporated herein by this reference, to be numbered in the Port Orange Comprehensive Plan 2022-2045 as Future Land Use Element Policy 1.4.18.

Section 3. 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 “B”**, attached hereto and by reference made a part hereof.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 6. 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

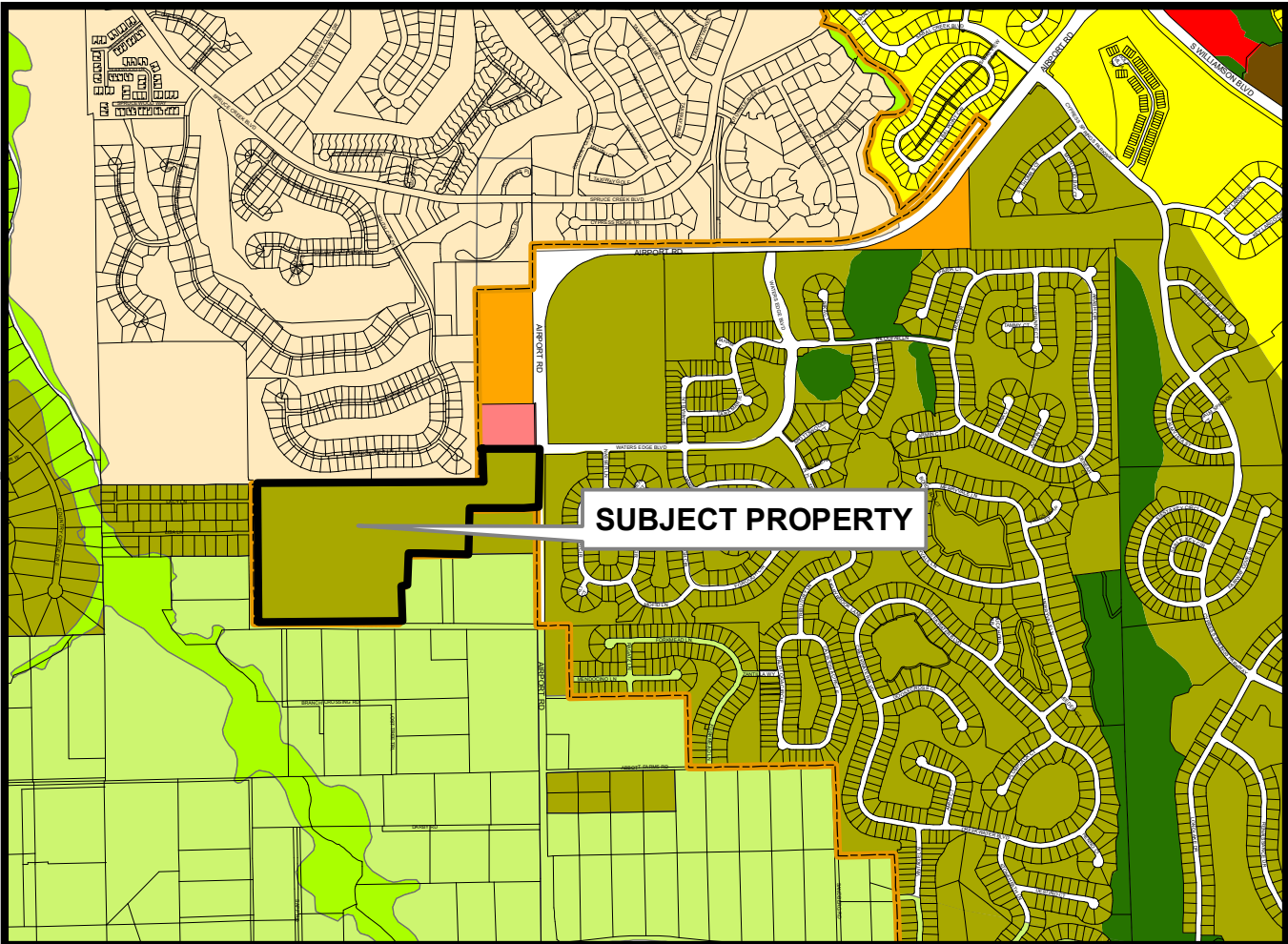
Exhibit “A”

Proposed Future Land Use Element Policy

Proposed Future Land Use Element Policy 1.4.18:

In accordance with Ordinance 2026-2, development of Parcels 720100000014, 720100000010, and 720100000016, generally located west of Airport Road, north of Charles Street, and east of Russell Road, shall be limited to a density of one unit per acre.

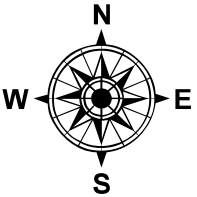
EXHIBIT "B"



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

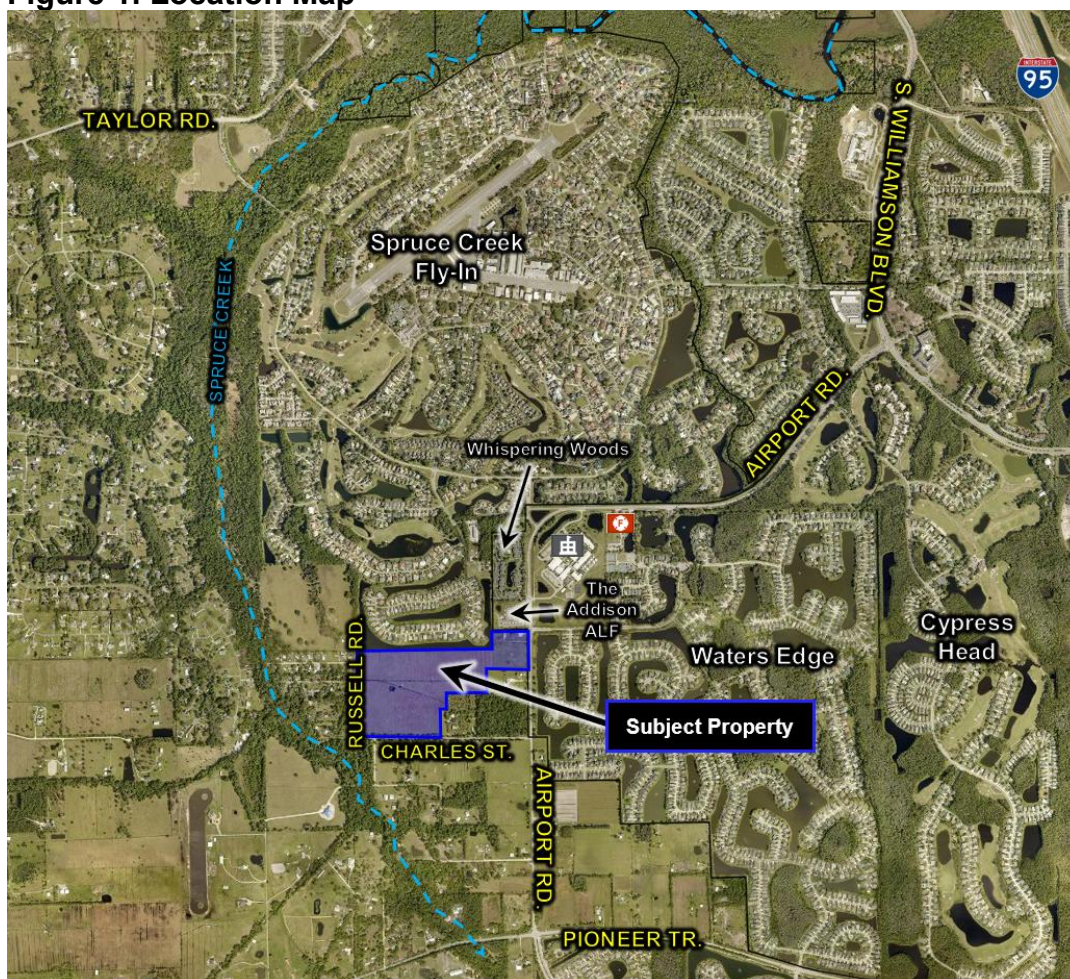
applications for a Future Land Use (FLU) Amendment and Planned Unit Development (PUD) Rezoning for a proposed 113-unit single-family home development.

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.

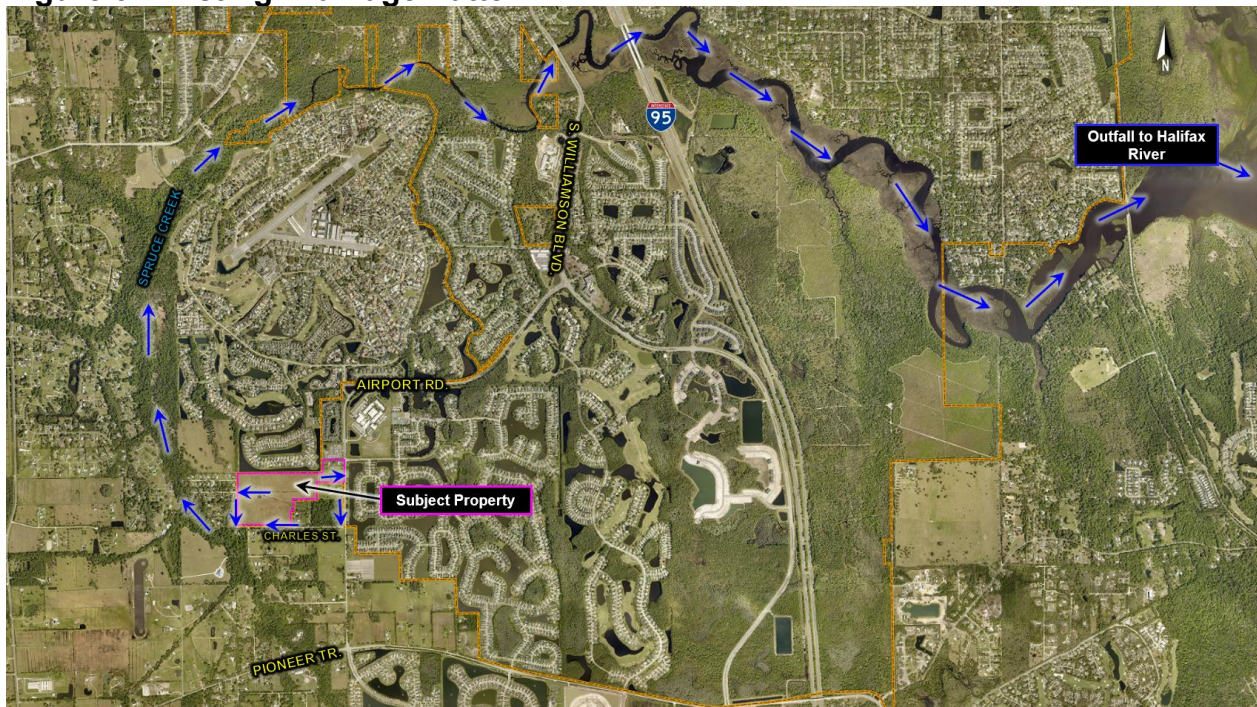
Stormwater Drainage

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.

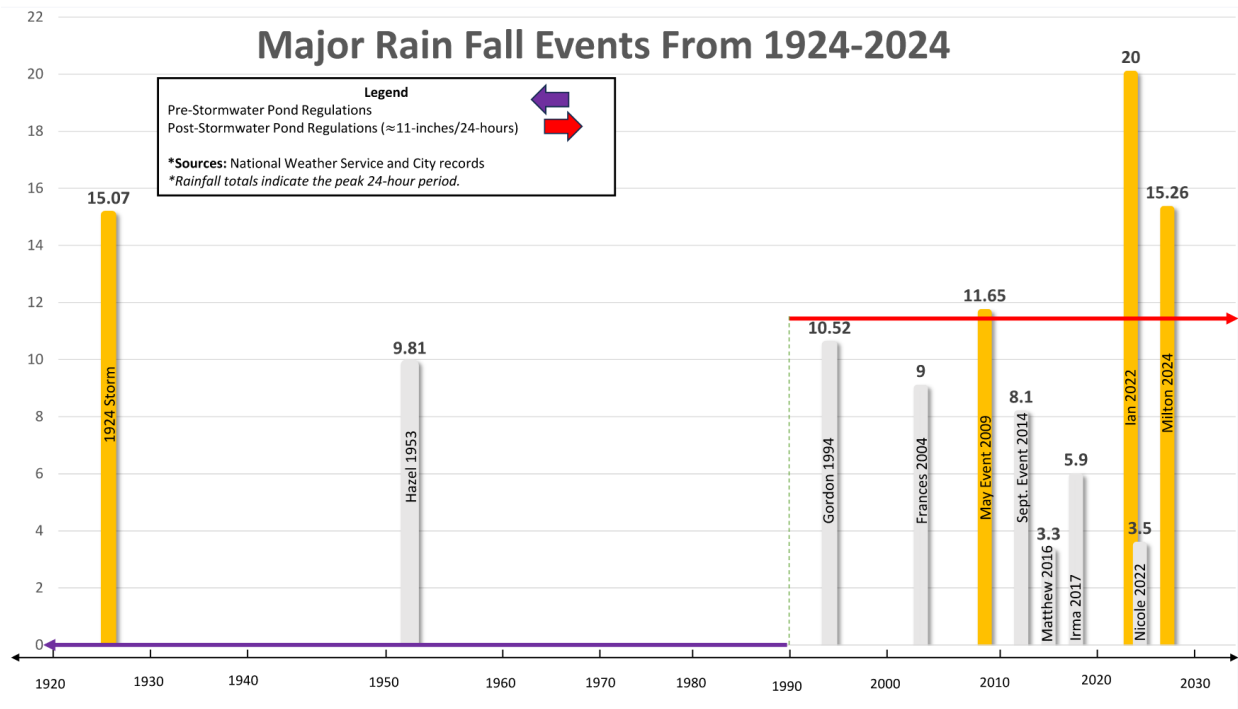
Currently, stormwater on the undeveloped subject property is partly absorbed into the ground, with some collecting in low areas and ditches on the subject property. Runoff not absorbed or stored on-site drains into Volusia County maintained roadway swales along Charles Street, Russell Road, and Airport 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.

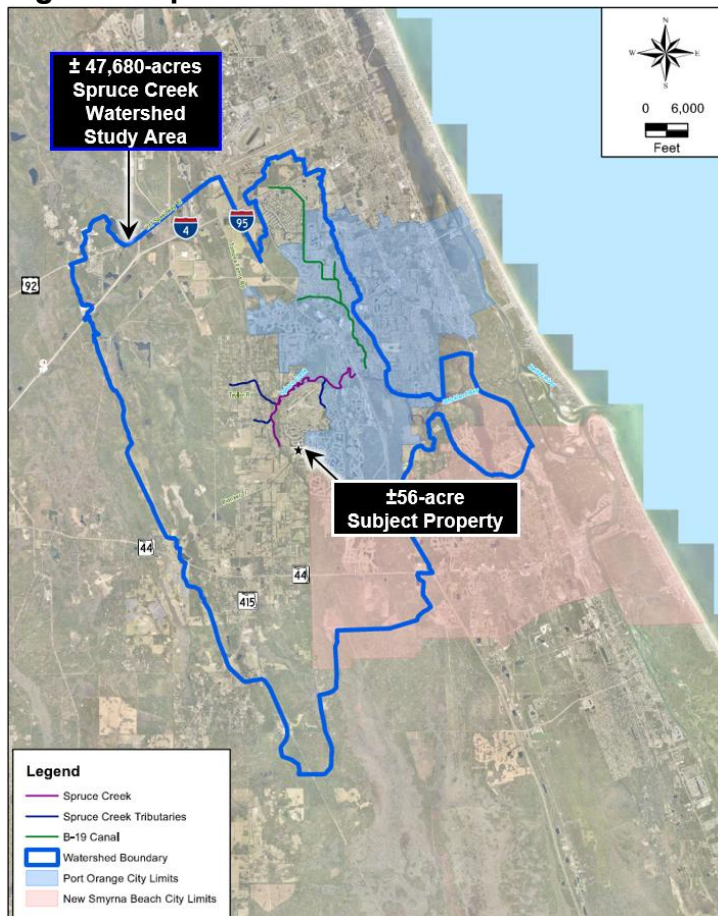
In addition to limiting how much volume of stormwater leaves the site, the LDC also limits how quickly stormwater can drain off the property, referred to as the rate of discharge. For example, during a design storm event (about 11 inches of rain in 24 hours), the site cannot release water any faster, 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).

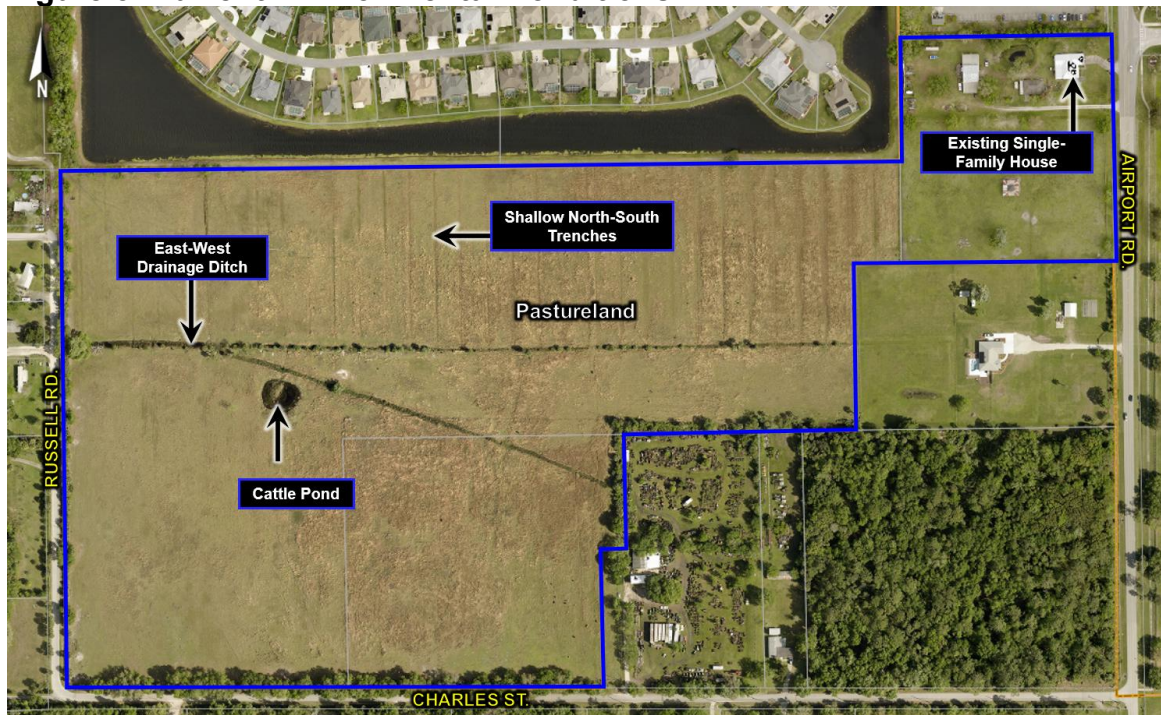
ENVIRONMENTAL CONDITIONS

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.

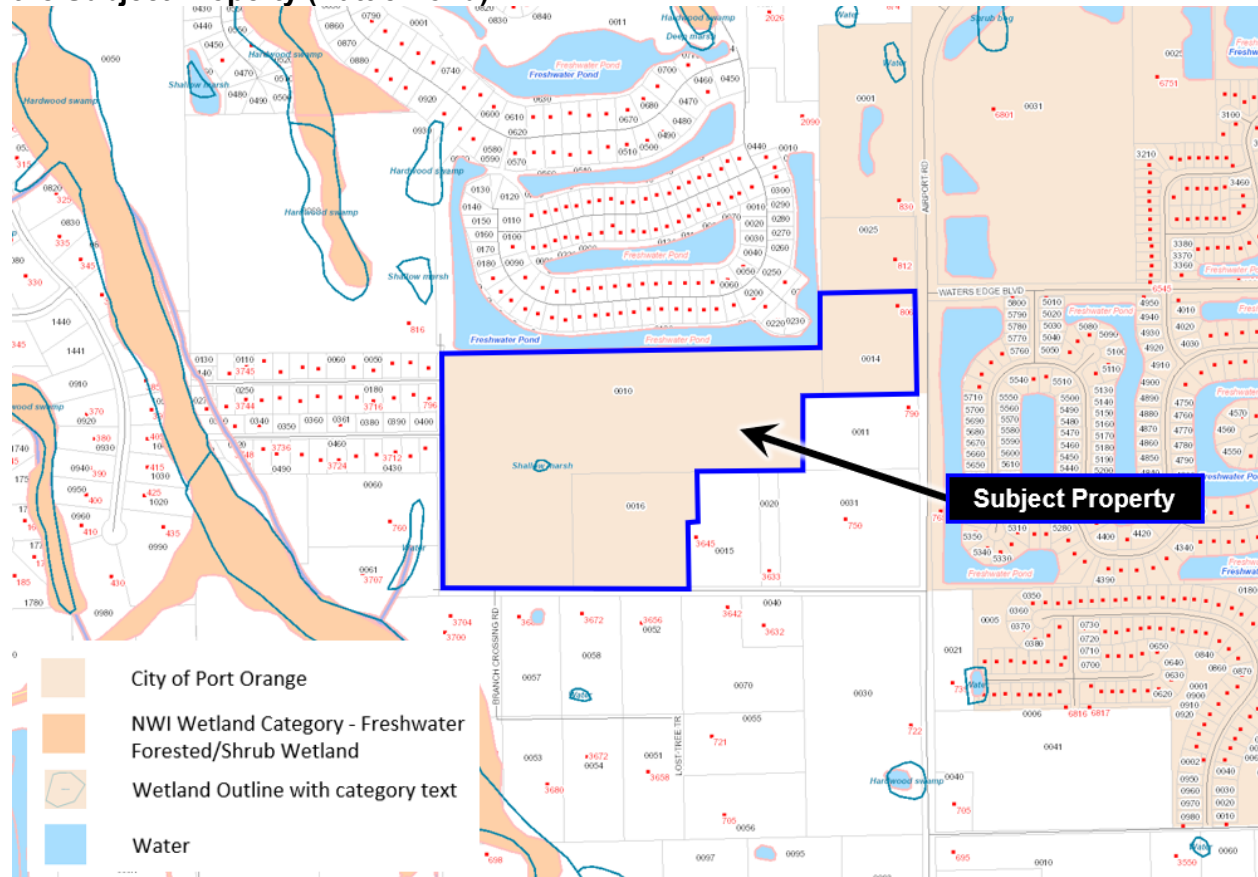
Figure 5. Current Environmental Conditions



- 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.

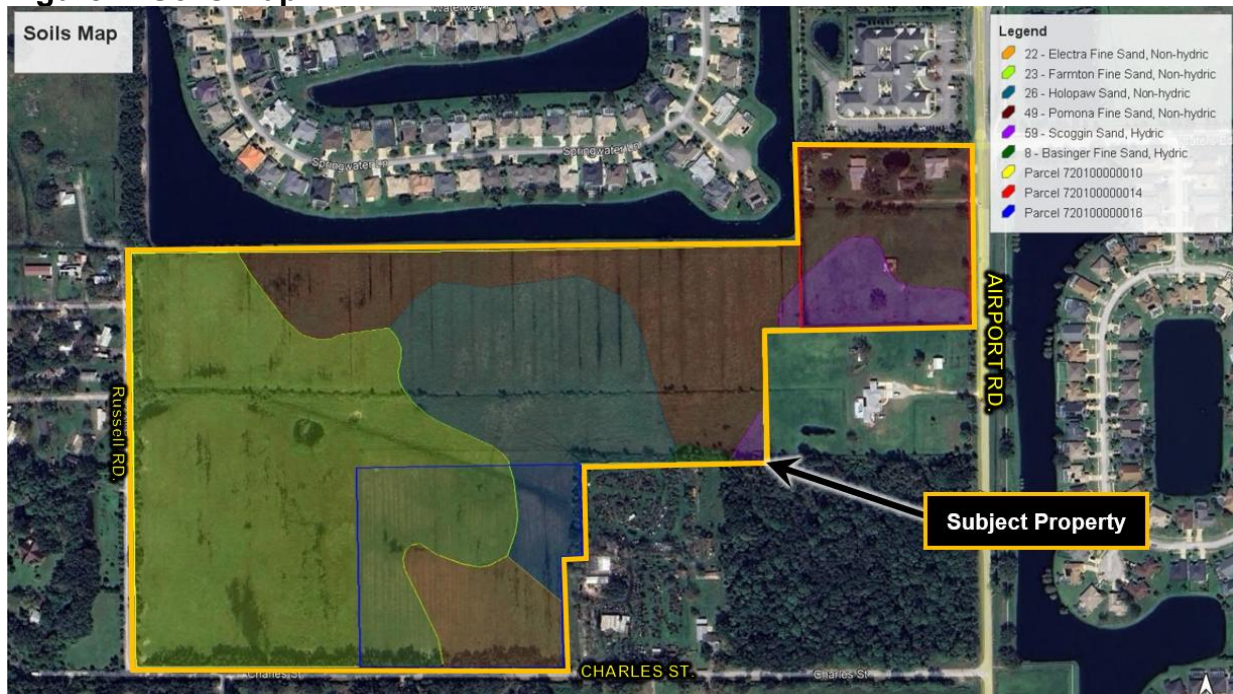
Figure 6. Volusia County Wetland Mapping Showing One Man-Made Shallow Marsh on the Subject Property (Cattle Pond)



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

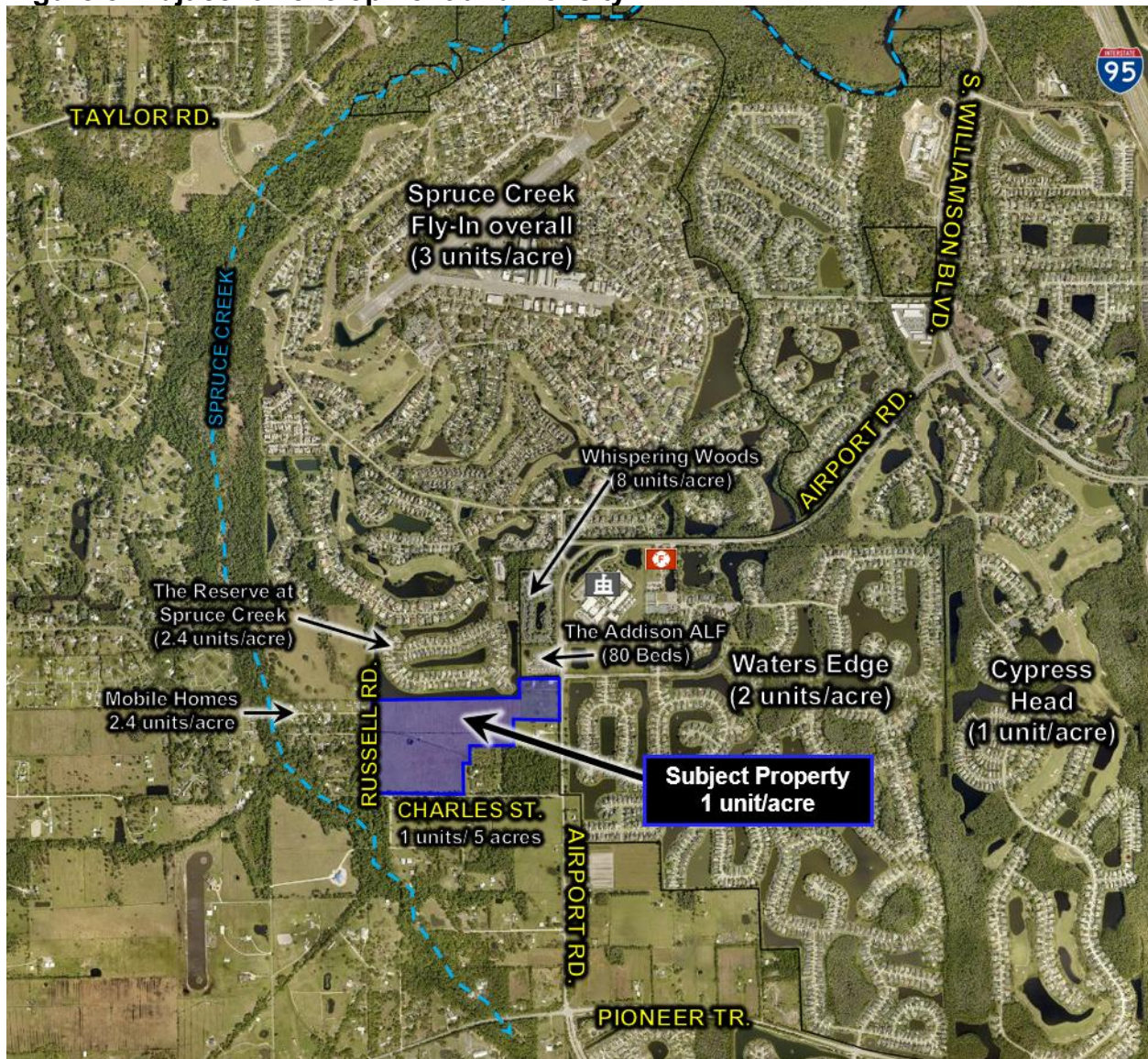
REVIEW CRITERIA AND STAFF FINDINGS

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

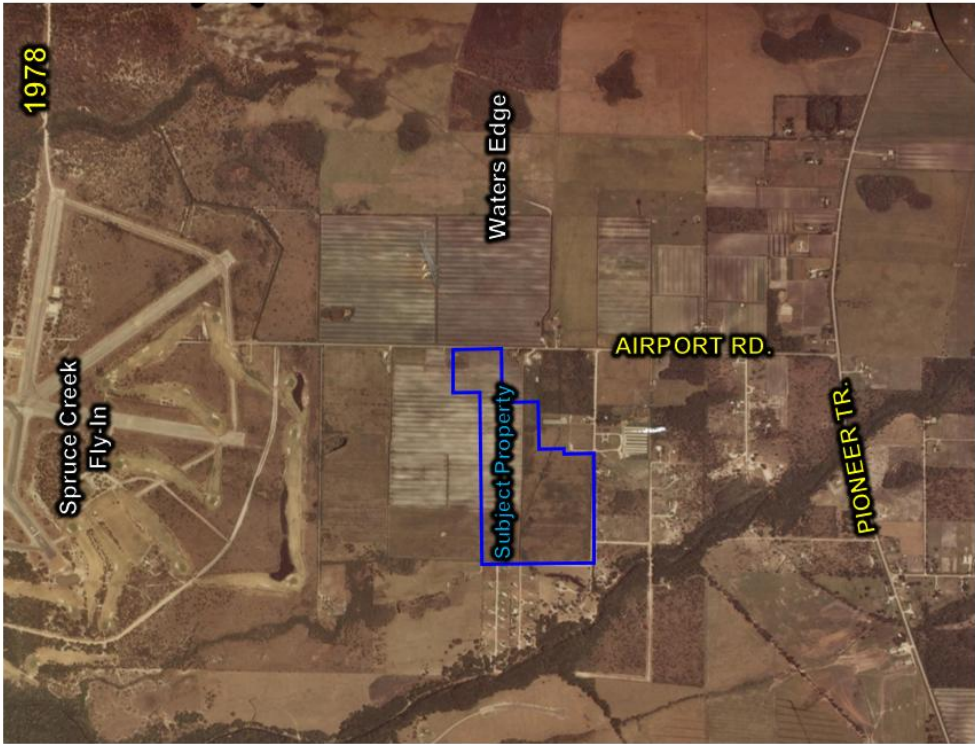
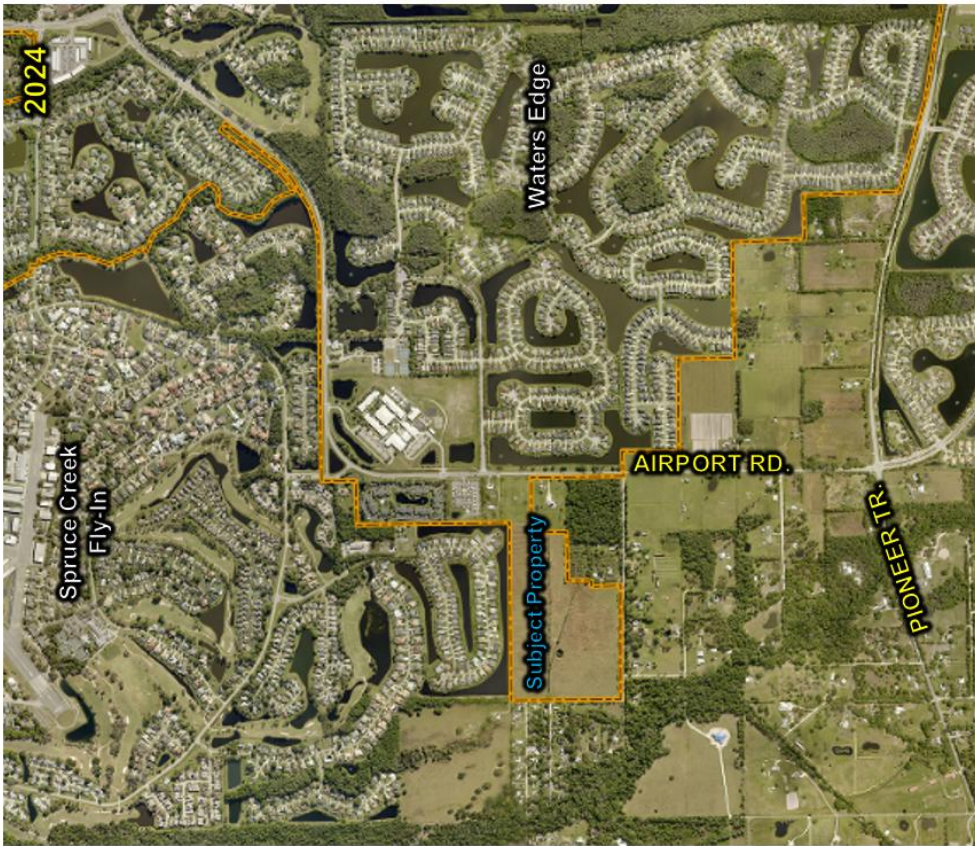


Exhibit 2

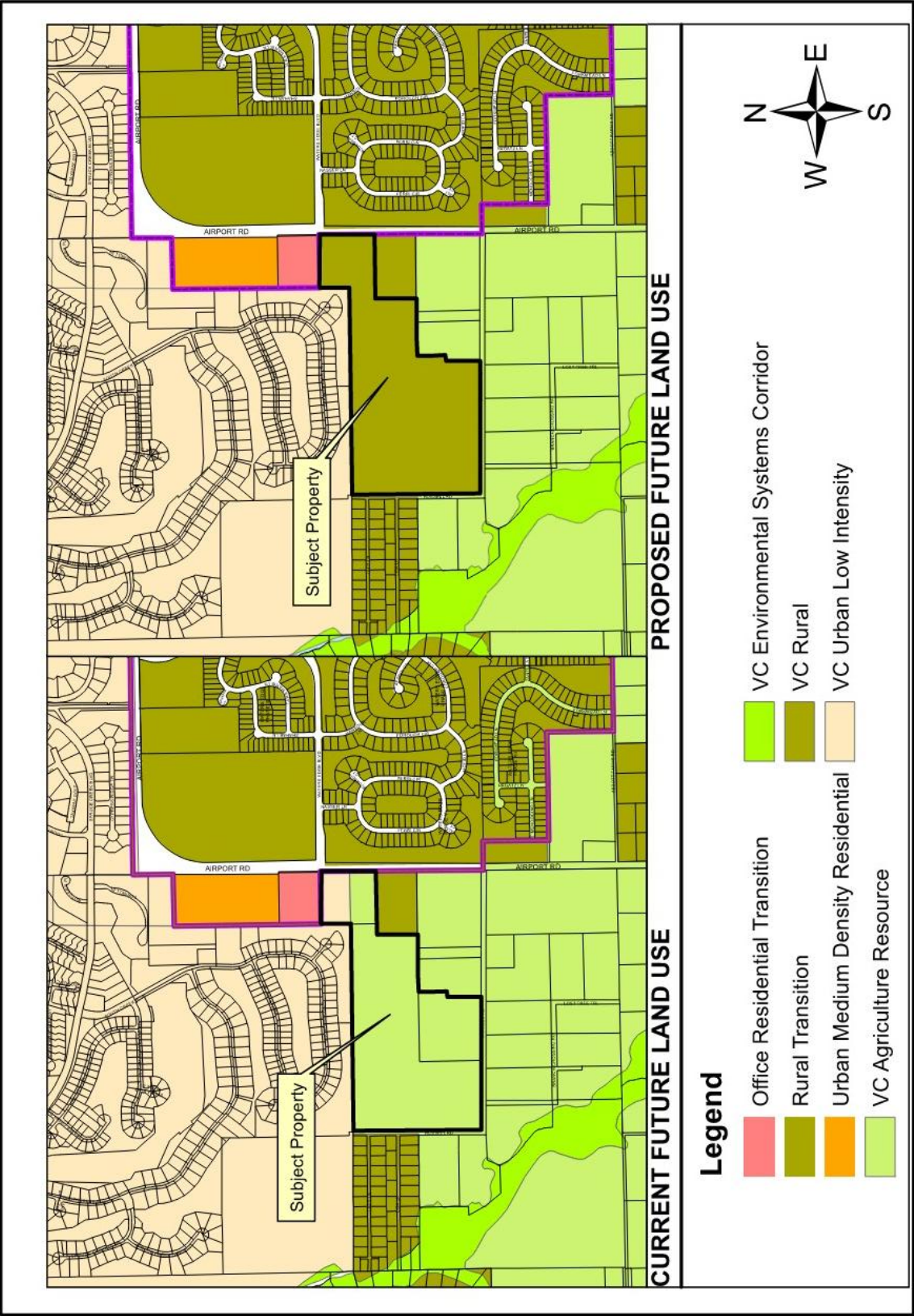


Exhibit 3



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:	<u>7.33</u>
B. Consumption in the previous calendar year:	<u>6.65</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.17</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>0.33</u>

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

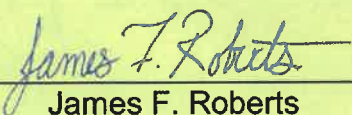
VOLUSIA COUNTY SCHOOL BOARD

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.

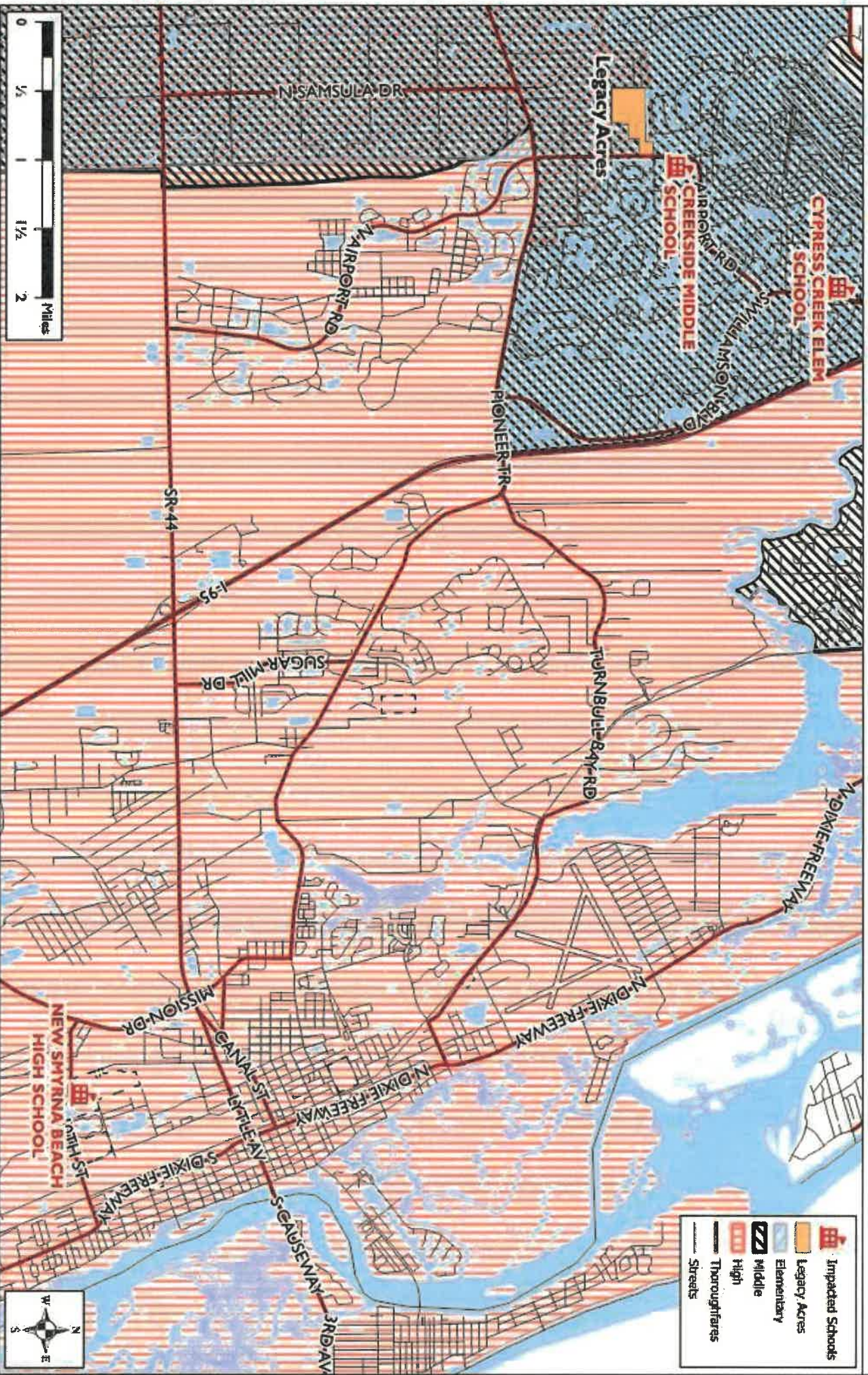
Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence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

VCSB Schools Impacted by Development School Concurrency Review - Legacy Acres





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 5/19/2026

SUBJECT: (G21) Second 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.

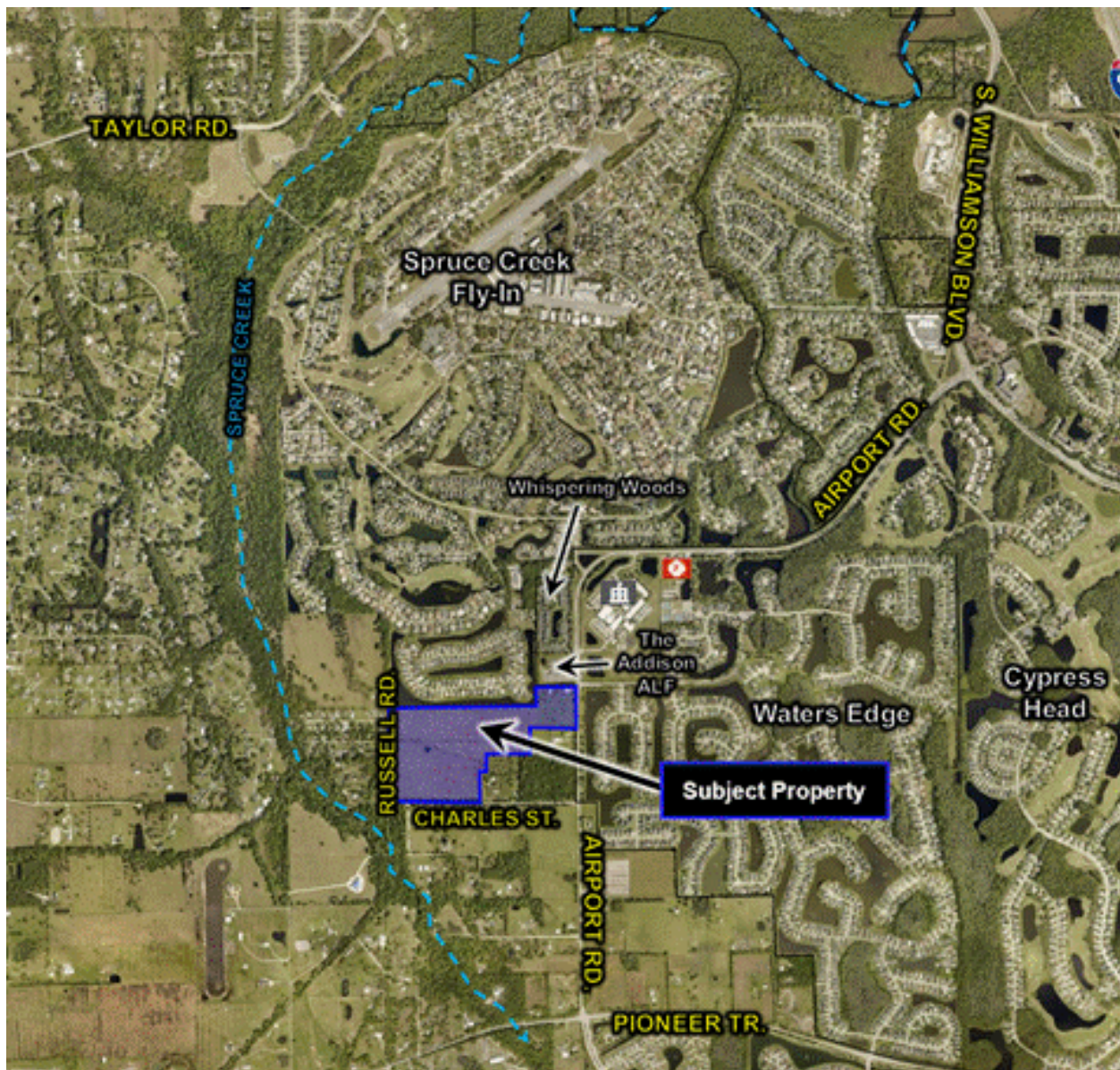
The subject property was annexed into the City of Port Orange in June 2025. During the public hearings for the annexation, the applicant acknowledged that, upon approval of the annexation, the property would require assignment of a City Future Land Use (FLU) designation and a corresponding zoning classification. 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.

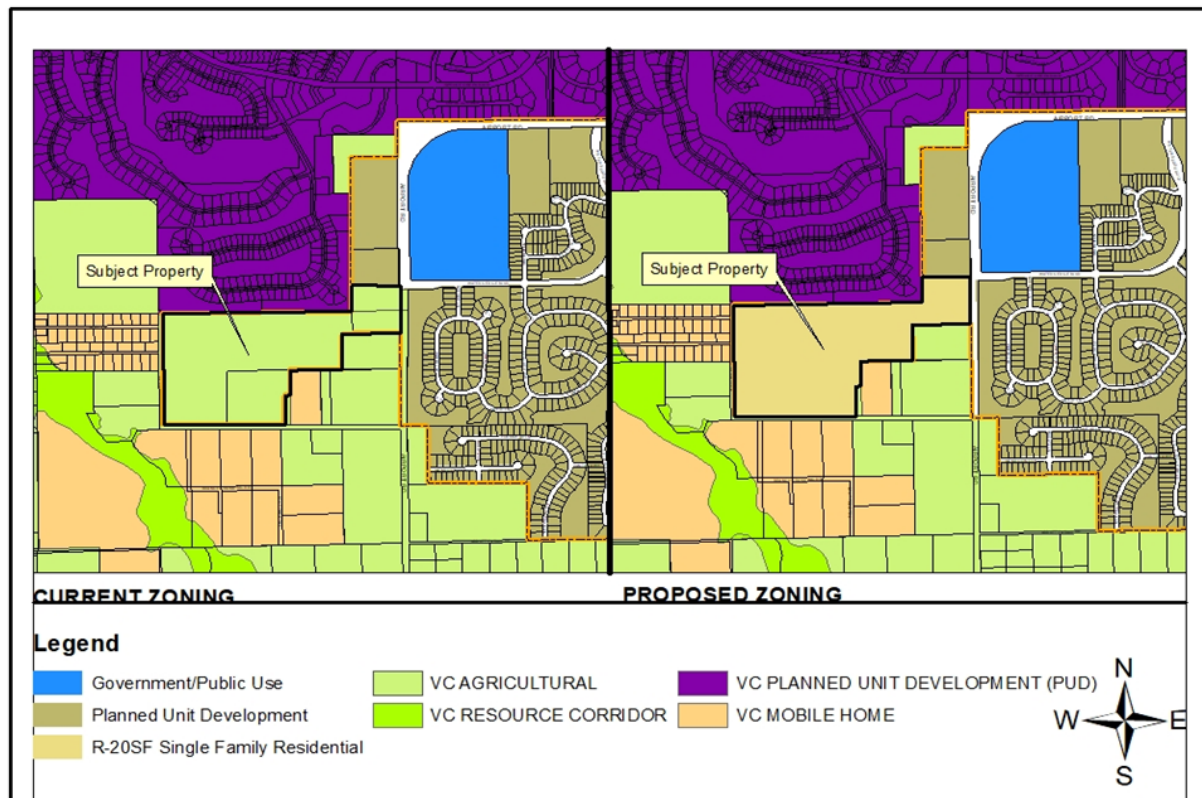
If the R-20SF rezoning request is approved, the applicant will be required to submit detailed subdivision plans that comply with all current City subdivision requirements in the LDC and City Standard Construction Details, and applicable State and regional permitting requirements from St. Johns River 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) was 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

Amanda Bonin

Created/Initiated - 05/04/2026

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

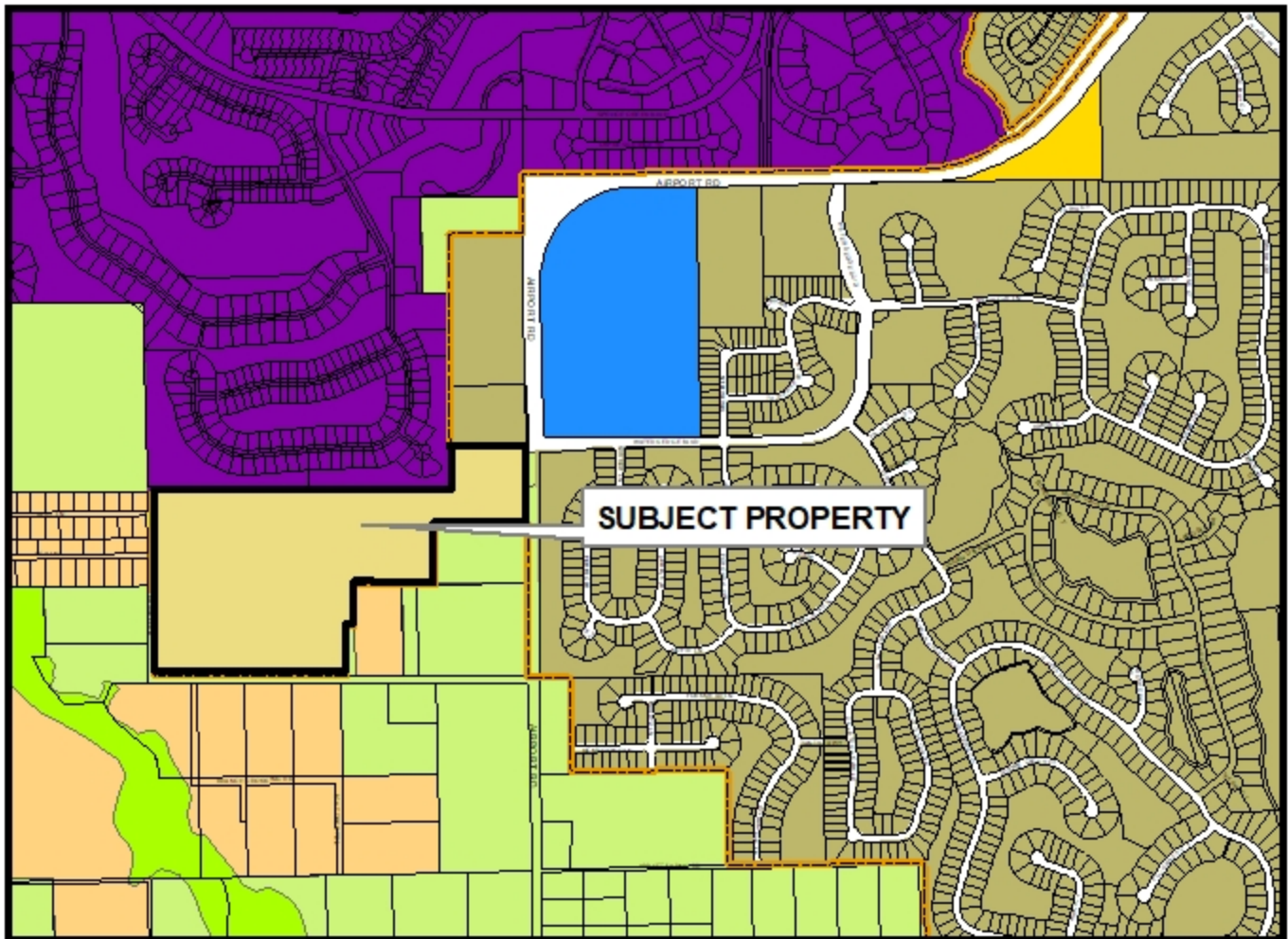
TOGETHER WITH

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.

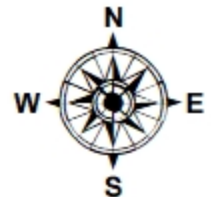
CONTAINING 413094 SQ. FT. OR 9.483 ACRES MORE OR LESS.

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.

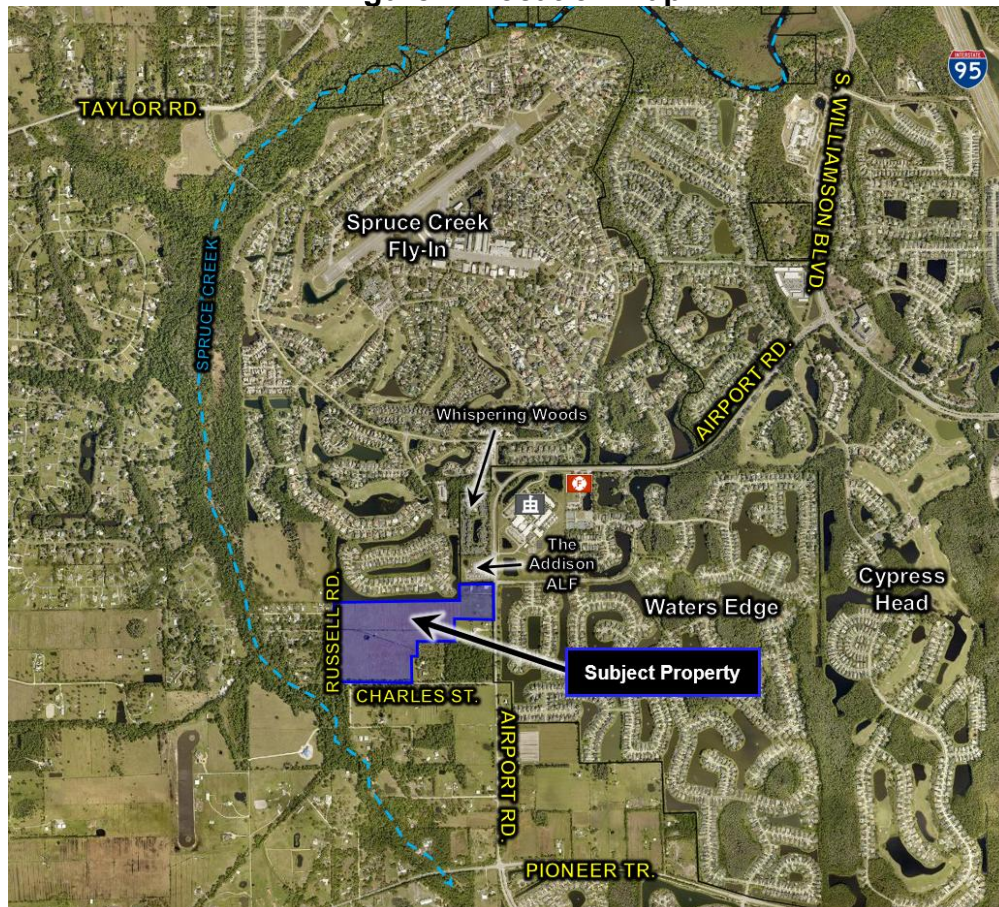
According to the Land Development Code (LDC), when a rezoning application is denied by the City Council, a subsequent application for a similar rezoning on any portion of the same parcel may not be submitted for a period of 12 months from the date of denial, unless specifically authorized by the City 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.

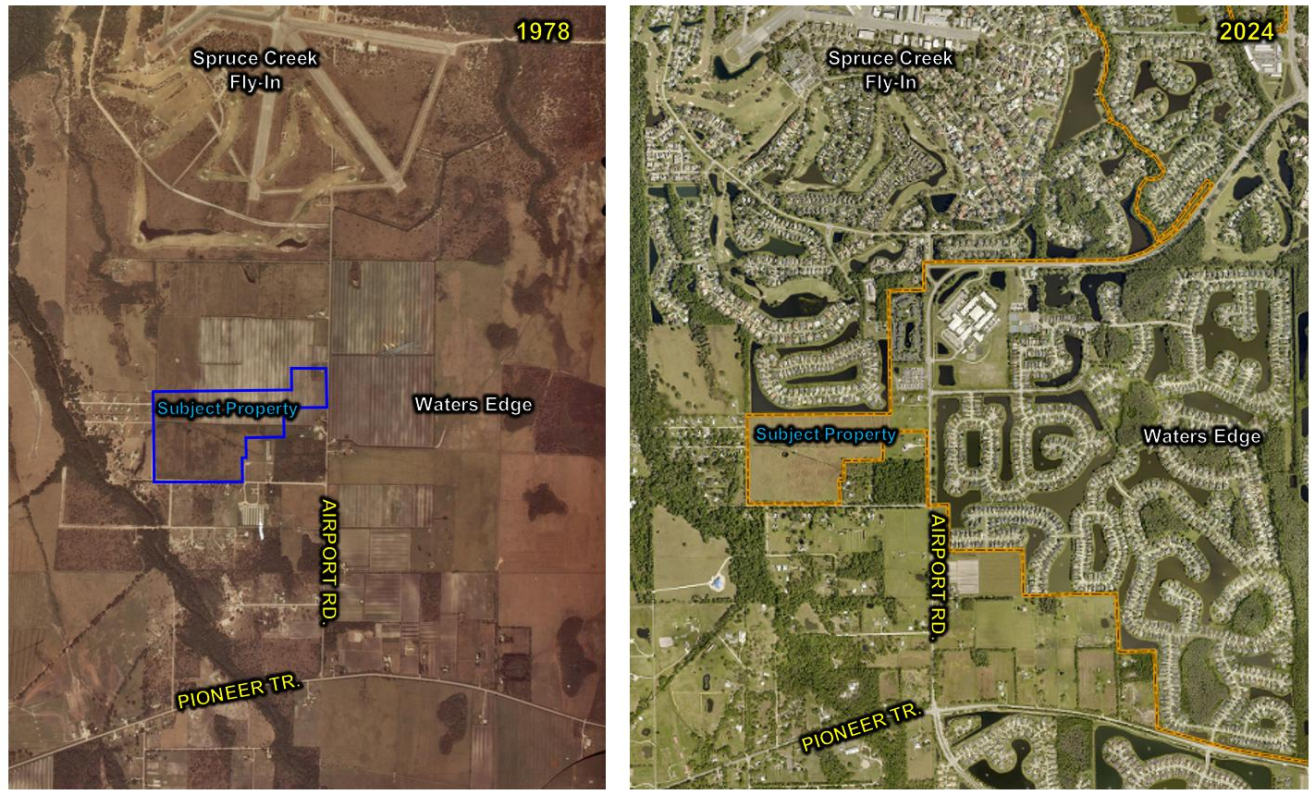
Figure 1. Location Map



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.

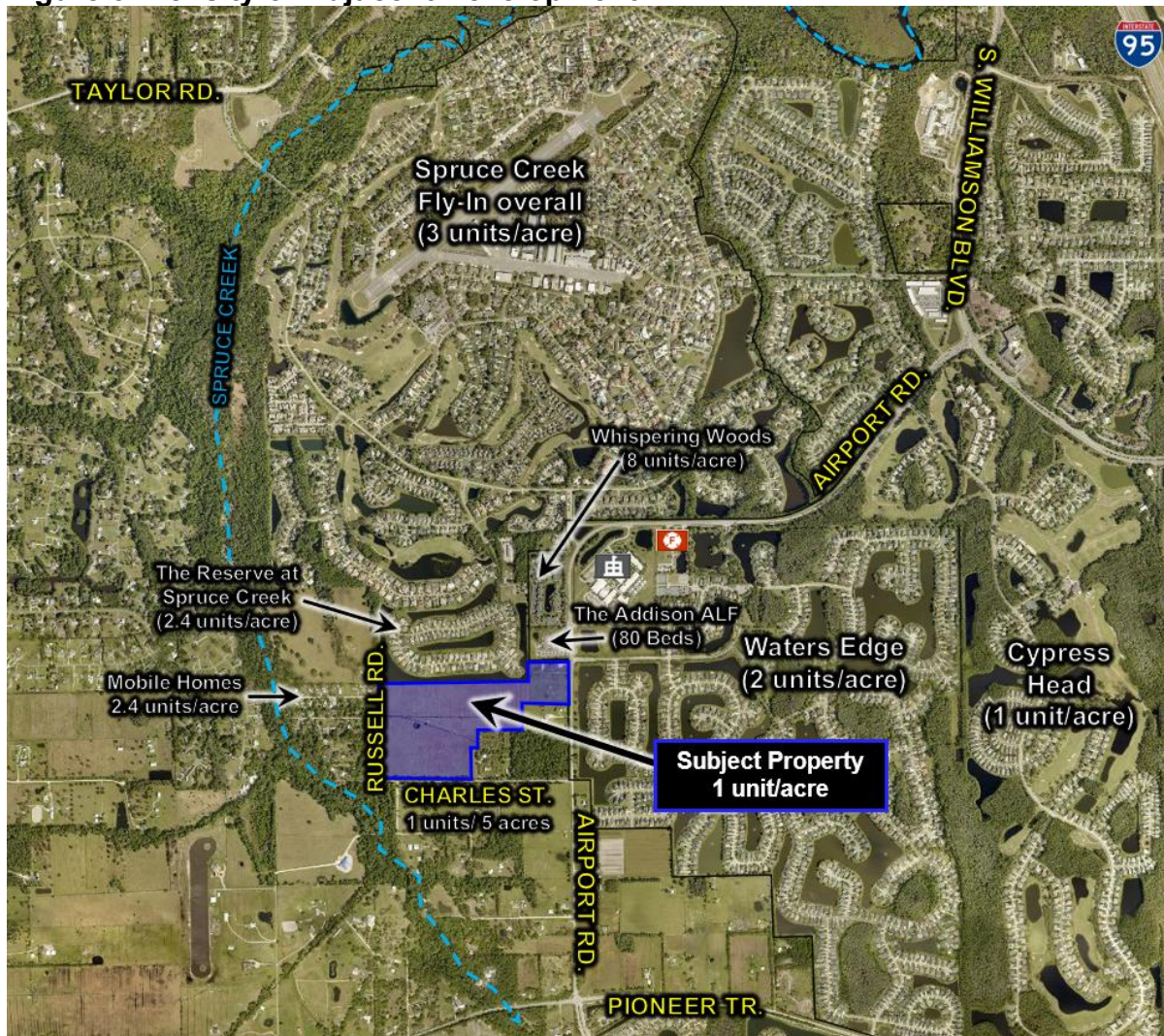
The current and proposed zoning classification for the subject property and properties adjacent to the subject property are identified in Exhibit 2.

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

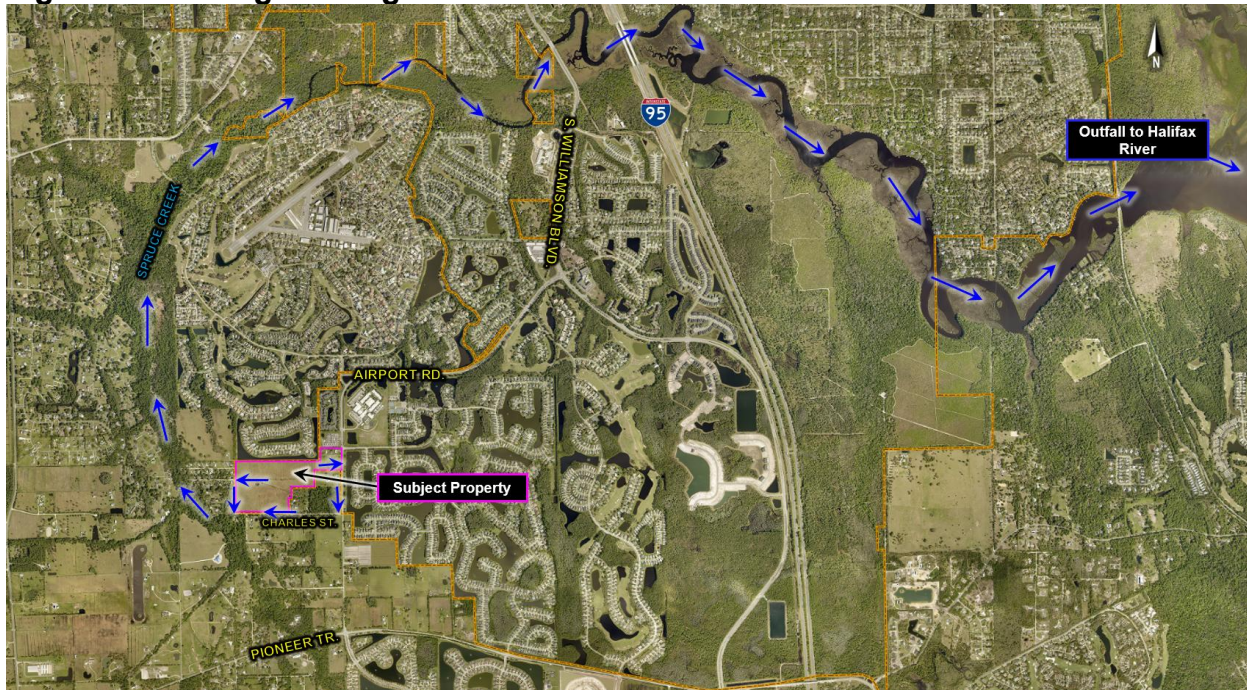
The City's Comprehensive Plan and Land Development Code (LDC) requires that stormwater conditions following development maintain the same performance as pre-development conditions. Specifically, the subject property must retain its existing capacity to store stormwater on-site, and development may not 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.

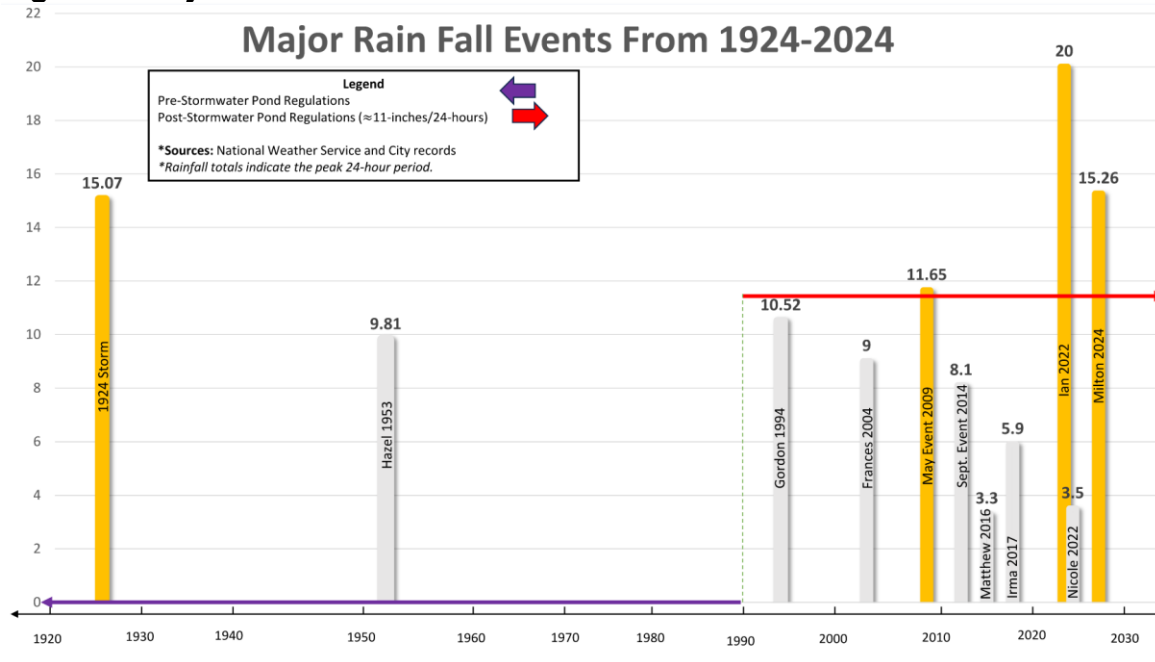
Figure 5. Existing Drainage Pattern



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.

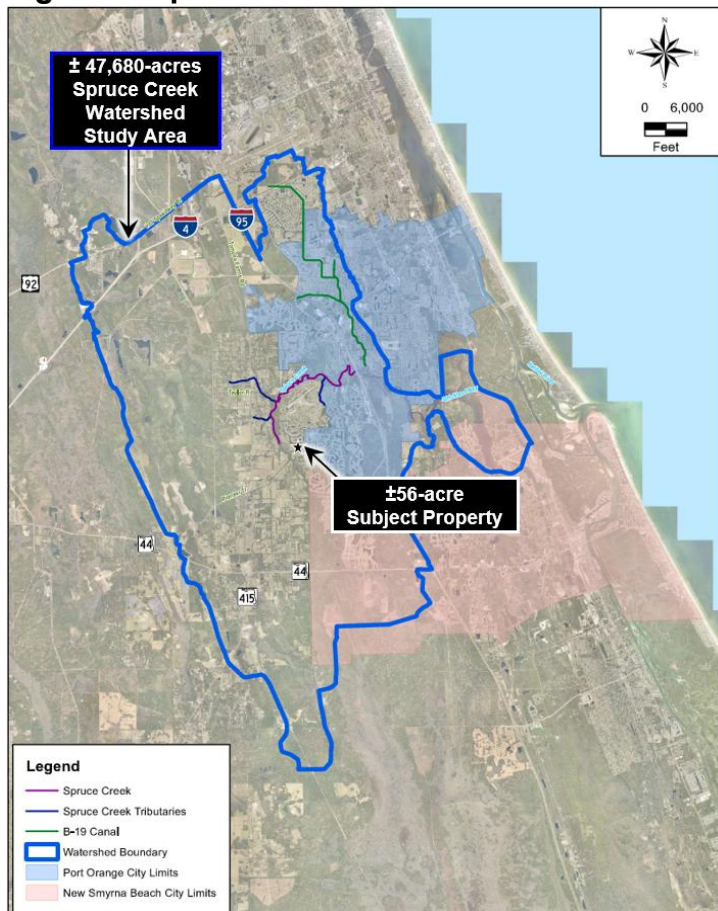
In addition to limiting how much volume of stormwater leaves the site, the LDC also limits how quickly stormwater can drain off the property, referred to as the rate of discharge. For example, during a design storm event (about 11 inches of rain in 24 hours), the site cannot release water any faster, 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.

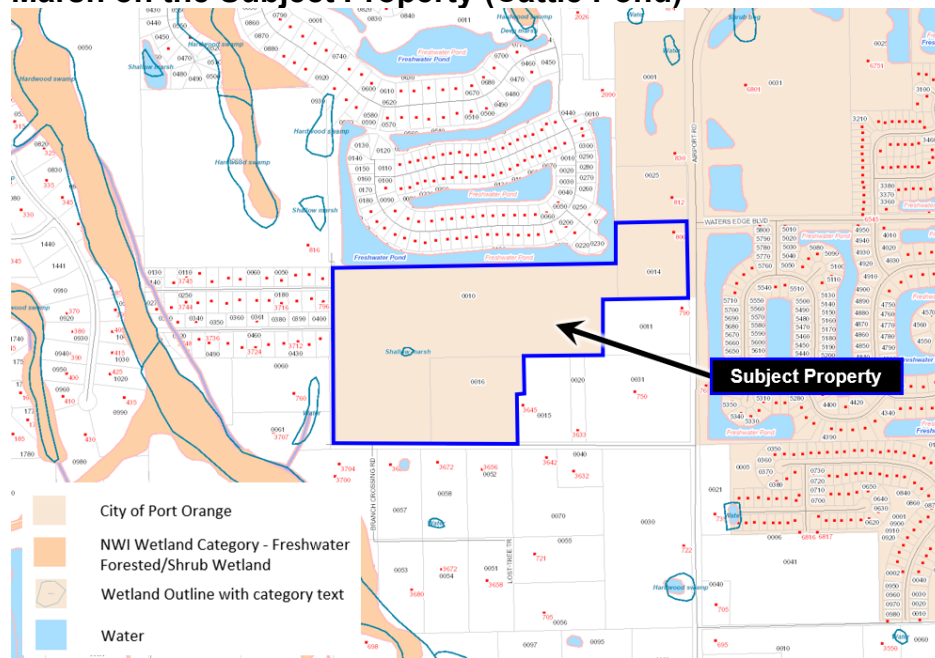
Figure 8. Current Environmental Conditions



- 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.

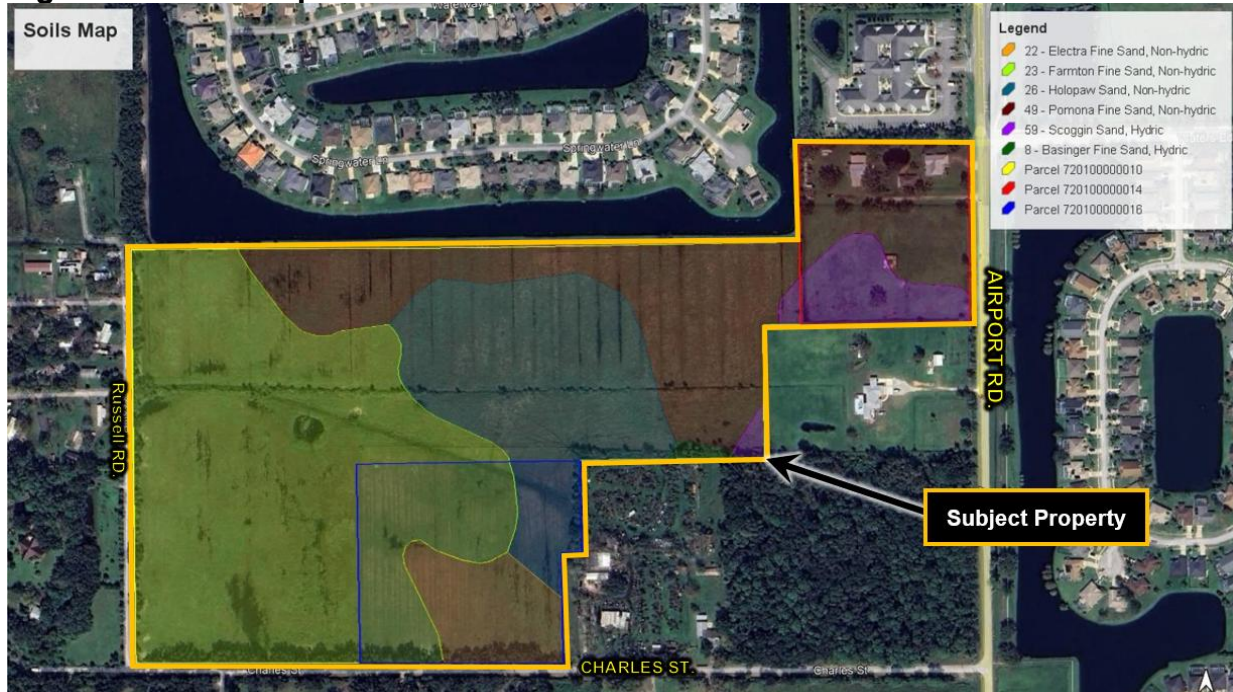
Figure 9. Volusia County Wetland Mapping Showing One Man-Made Shallow Marsh on the Subject Property (Cattle Pond)



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

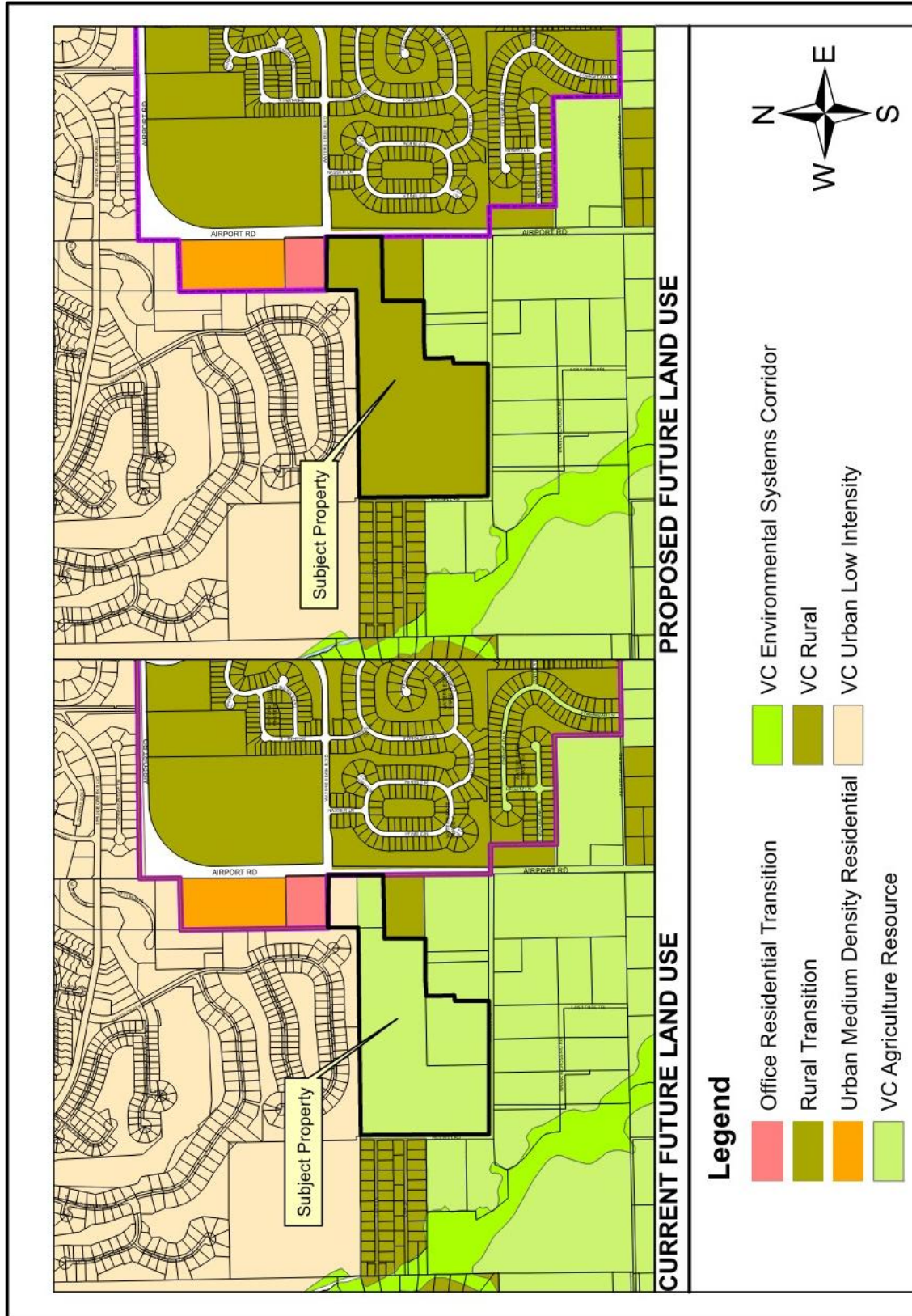


Exhibit 2

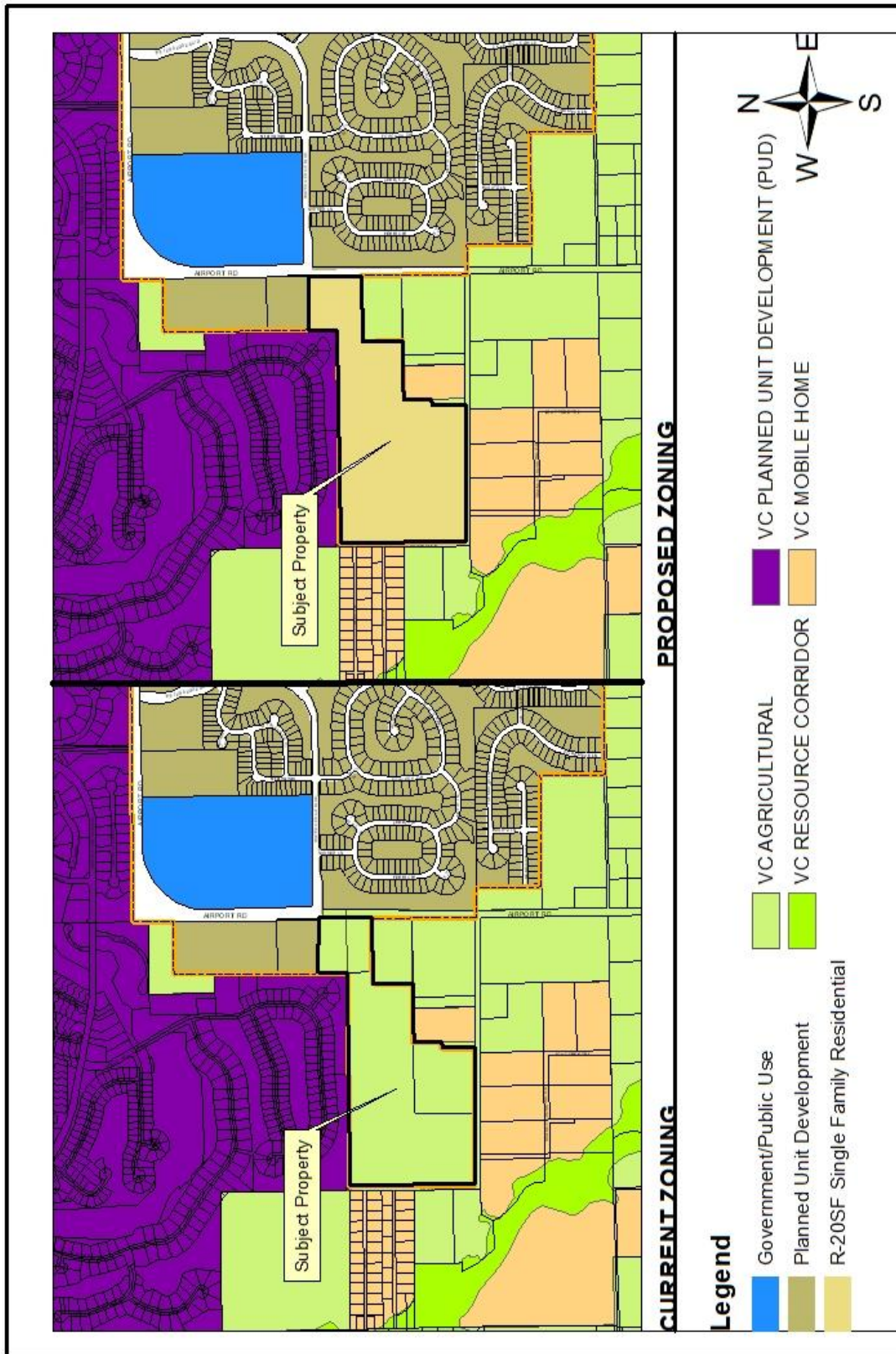




EXHIBIT 3

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

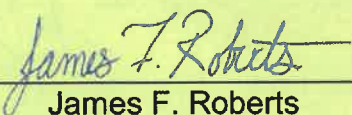
VOLUSIA COUNTY SCHOOL BOARD

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.

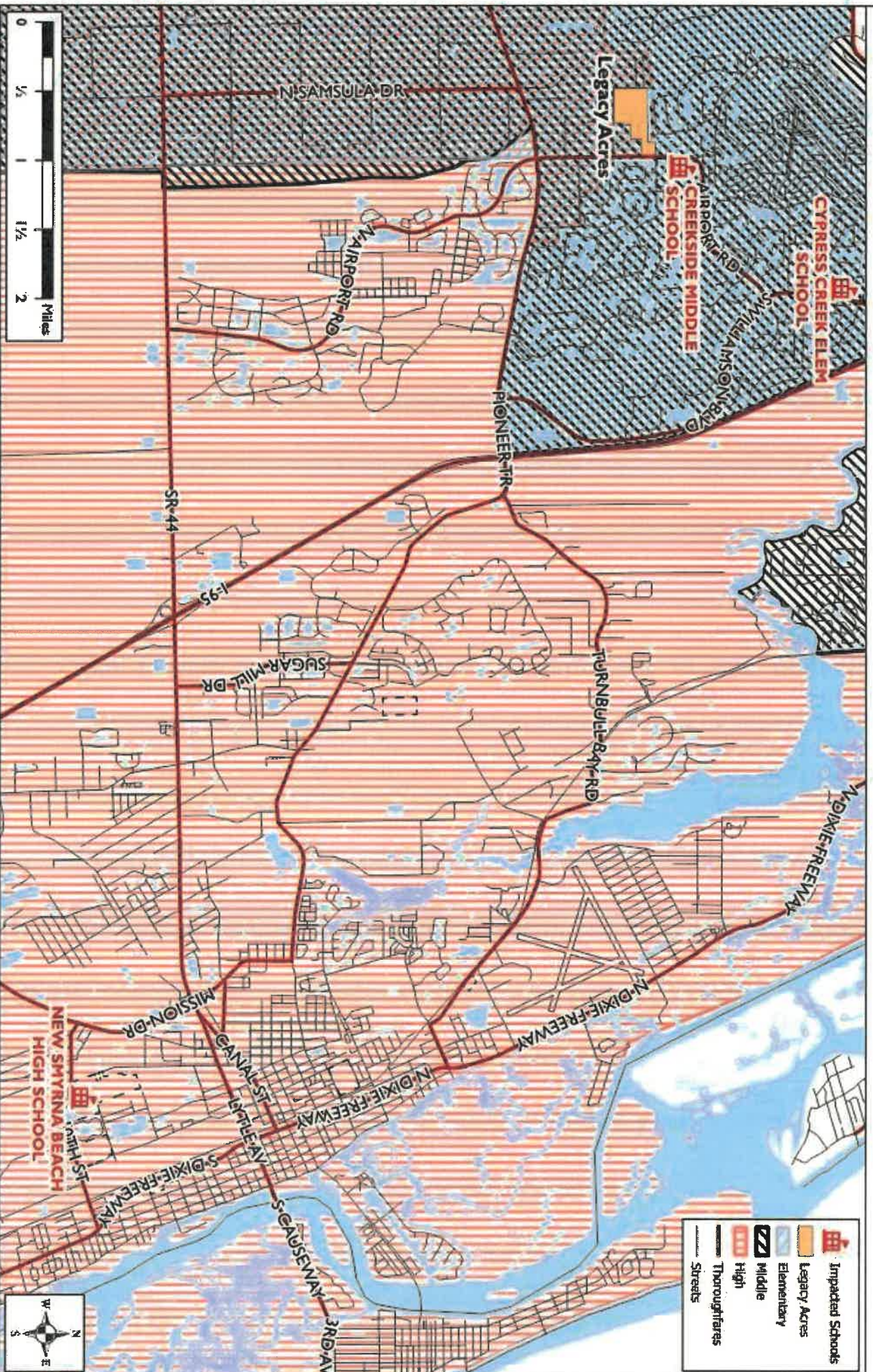
Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence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

VCSB Schools Impacted by Development School Concurrency Review - Legacy Acres





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.