



PORT ORANGE CITY COUNCIL

SPECIAL MEETING/WORKSHOP

Council Chambers

Tuesday, October 23, 2018 @ 5:30 PM

Pursuant to Section 3.06 of the Charter of the City of Port Orange, the Mayor has called a **Special Meeting/Workshop** of the City Council to be held for the following purposes:

OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

ACTION ITEMS

4. Stantec Consulting Services, Inc. - Change Order No 2 to the Standard Contract for Services

DISCUSSION ITEMS

5. Grants Update
6. Stormwater Methodology Update
7. Tree Ordinance Summary
8. Update on the St. Johns River to Sea (SJR2C) Loop Trail
9. LED Street Light Update
10. Discussion Regarding Resolution Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: 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, TO 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 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (4) Stantec Consulting Services, Inc. - Change Order No 2 to the Standard Contract for Services

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No 2 to the Standard Contract for Services with Stantec Consulting Services, Inc., in the amount not to exceed \$14,300 for a revise contract amount of \$64,185 and to move the Final Completion date from October 30, 2018 to January 31, 2019; to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

On March 30, 2018, the City entered into a professional services contract with Stantec Consulting Service, Inc. for the Stormwater Methodology Evaluation. The contract included evaluation of the current fee structure, apportionment methodology, and review of current policies. The task also includes the vendor to develop recommendations on revised fee structure, apportionment, policies, and financial plan for the stormwater division. Change Order No. 1 was to provide an additional 30 days to the contract to present the status of the project to City Council. The current contract expires October 30, 2018.

Due to additional services requested by Staff, Change Order No 2 is requesting an additional \$14,300, for a revised total contract amount of \$64,185 and a time extension to January 30, 2019.

Project No.: DIP071 Funding Account No.: 412 1800 541 3113

ATTACHMENTS:

1.	Change Order No 2	Change Order No 2.pdf
2.	Stantec - Change Order No 2 Scope	Stantec - Change Order No 2 Scope.pdf
3.	Standard Contract for Services - Stantec Cons. Svc CA6445	Standard Contract for Services - Stantec Cons. Svc CA6445.pdf
4.	Change Order No. 1 Stantec Consulting Services Inc. Executed	Chnage Order No. 1 Stantec Consulting Services Inc. Executed.pdf

Robin Fenwick
Julia Wiggins
Lynn Stevens

Created/Initiated - 10/09/2018
Approved - 10/16/2018
Approved - 10/16/2018

Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 10/18/2018
Approved - 10/18/2018
Approved - 10/18/2018
Final Approval - 10/18/2018

CHANGE ORDER NO. 2
To the Standard Contract for Services dated March 30, 2018
STANTEC CONSULTING SERVICES, INC., Contractor

Project: Public Works Stormwater Methodology Evaluation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$49,885	Original Contract Times Substantial Completion: ____ days Final Completion 184days (September 30, 2018)
Net changes from previous Change Order: No.1: \$0	Changes in contract time from previous Change Orders: No.1: 30 days
Contract Price prior to this Change Order: \$49,885	Contract Completion Date prior to this Change Order: Final Completion: October 30, 2018
Net Increase (decrease) of this Change Order No. 2: \$14,300	Changes in contract time requested this Change Order No. 2 93 days
Contract Price with all approved Change Orders: \$64,185	Contract Times with all approved Change Orders: Final Completion: January 31, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services (CA6445) entered into by and between the parties on March 30, 2018.
- II. **REQUIRED CHANGES:** To provide for an additional 93 days and \$14,300 in additional spending authority. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Change Order No 2 will provide an additional 93 days to the final complete date to allow time for additional services regarding the Stormwater Methodology Evaluation. This will move the final completion date from October 30, 2018 to January 31, 2019. The additional services requested by the City will require an additional \$14,300 in spending authority. See attached "Change Order Amendment" for additional information
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$14,300 for a revised contract amount of \$64,485. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
RONNY BUTTRUM
Department Project Manager

ACCEPTED BY:
STANTEC CONSULTING SERVICES, INC.
Contractor

By: _____
Ronny Buttrum, Deputy Dir. of Public Works

By: _____
Andrew J. Burnham, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



October 15, 2018

Ms. Lynn Stevens
Port Orange, Florida

Re: Change Order Amendment to Contract CA6445

Dear Ms. Stevens:

As requested, Stantec Consulting Services is pleased to present the following change order to conduct additional services for Port Orange regarding the Stormwater Methodology Evaluation. The terms and conditions in the original contract CA6445 are applicable to this amendment.

The table below summarizes the tasks and hours needed to complete the additional services for a lump sum fee of \$14,300.

Task		Hours by Task	Cost by Task
Task 1	Continued Model Changes	16	\$ 2,800
Task 2	Follow-up Work from Council Meeting	16	\$ 2,800
Task 3	Final Council Presentation	11	\$ 2,400
Task 4	Public Hearing & Ordinance Assistance	14	\$ 3,000
Task 5	Final Report	14	\$ 2,300
Total		71	\$ 13,300
Estimated Expenses			\$ 1,000
Total Lump Sum Fee			\$ 14,300

We will invoice monthly based on the percent complete of each of the above tasks and expenses accrued in the preceding month. We can begin work as requested immediately upon receipt of notice to proceed. The additional services will be completed by January 31, 2019.

We appreciate the opportunity to present this addendum to our current contract and look forward to continuing to work with you on future assignments. If you have any questions, please do not hesitate to call me at (404) 348-2128. Otherwise, please proceed with executing the attached standard form contract following this letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Isalah Barnes".

Isalah Barnes,
Managing Consultant

By signing below, the City acknowledges that it has read, accepts and agrees to the terms and conditions attached hereto, that the terms and conditions, together with this proposal, constitute the contract, and that the City hereby authorizes Stantec to proceed with the services herein described.

CITY OF PORT ORANGE, FLORIDA

STANTEC CONSULTING SERVICES, INC.

Authorized Signature



Authorized Signature

Name

Isalah Barnes
Name

Title

Managing Consultant
Title

Date

October 15, 2018
Date

ATTACHMENT A - SCOPE OF SERVICES

Project Tasks	Estimated Labor-Hours				Total Project
	Technical Advisor	Managing Consultant	Project Consultant	Project Analyst	
	\$325	\$200	\$150	\$130	
Task 1 Public Hearing Meeting					
1.1 Attend County Public Hearing regarding proposed water and sewer rates and charges.	0	2	0	0	2
TOTAL ESTIMATED LABOR-HOURS	0	2	0	0	2
TOTAL ESTIMATED FEE	\$0	\$400	\$0	\$0	\$400
TOTAL ESTIMATED TRAVEL EXPENSE					\$150
TOTAL NOT-TO-EXCEED FEE					\$550



CITY OF PORT ORANGE PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into this 30th day of march, 2018, 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 **STANTEC CONSULTING SERVICES, INC.** ("Consultant"), a New York corporation whose principal address is 10160-112 Street NW, Suite 200, Edmonton, Alberta T5k 2L6 CA. The City and Consultant are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Consultant hereby agrees to provide the City of Port Orange with a Public Works Stormwater Methodology Evaluation and development of a ten (10) year financial plan for the Stormwater Utility System, and as further described in Consultant's Proposal dated January 9, 2018, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on February 20, 2018 and shall continue until September 30, 2018 (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1" and 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, with applicable permits and licenses per the City Code of Ordinances.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Consultant under this Contract shall be upon issuance of 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 the Consultant a fixed fee as set forth in Exhibit "1," in an amount of Forty-Nine Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$49,885.00). The City's obligation to pay Consultant 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. Liens. Consultant acknowledges that Consultant shall not be entitled to lien the City or other public property.

4. Contract Administration. The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Consultant. For notice provisions, see the paragraph below entitled "Notice."

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 Consultant, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Consultant 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 Consultant as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Consultant 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 Consultant shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Consultant by reason of termination under this clause, the Finance Director shall pay the Consultant 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 Consultant is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Consultant may appeal any claim to the City Council in accordance with Paragraph 21 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 Consultant 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 Consultant 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. Nonpayment of Consultant's invoices as required by the Prompt Payment Act shall constitute a material breach and upon thirty (30) days written notice to City, the duties, obligations and responsibilities of Consultant are terminated.

8. Examination of Records

(a) The Consultant 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 Consultant involving transactions related to this Contract. Notwithstanding the foregoing the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rate and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

(b) The Consultant 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 Consultant 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. Consultant shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant 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 Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONSULTANT QUESTIONS RELATING TO CONSULTANT'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 Consultant. 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. Consultant shall maintain insurance during the life of this Contract. Consultant shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Consultant for the reasonable additional costs of increased coverage.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement 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 \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Consultant shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "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>	
☐	Consultant Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

- | | |
|--------------------------|---|
| ☐ | Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination |
|--------------------------|---|

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

13. 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 Consultant's cost of, or time required for the performance of the work hereunder, Consultant shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Consultant, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Consultant 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.

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 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.

15. Liability for Loss or Damage. Consultant shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Consultant, 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 Consultant, his/its agents, servants and employees. Consultant shall submit a full written report to the Finance Director within fifteen (15) days following the occurrence of such damage, loss or injury.

16. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

(a) Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Consultant shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant 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. Consultant 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.

17. E-Verify. Consultant 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 Consultant during the term of this Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 this Agreement.

18. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, 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. Prior to initiating court proceedings, the parties agree to enter into non-binding mediation with a mediator selected by mutual agreement.

19. 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.

20. 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.**

21. 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.

22. 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.

23. 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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Consultant: Stantec Consulting Services, Inc.
Attention: Andrew J. Burnham, Vice President
777 Harbour Island Boulevard
Suite 600
Tampa, Florida 33602
(904) 631-5109 – Telephone
Andrew.Burnham@Stantec.com

10160-112 Street NW
Suite 200
Edmonton, Alberta T5k 2L6 CA

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.

24. 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 Consultant and the City until the City signs this Agreement.

25. 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.

26. Waiver of Consultant's Liability for Consequential Damages. Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the City, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

[Remainder of this page intentionally left blank]

Witnesses:

STANTEC CONSULTING SERVICES, INC.

Deborah Kloeckner
Printed Name: Deborah Kloeckner

Morgan F Brosch
Printed Name: Morgan F Brosch

By: Andrew J. Burnham
Andrew J. Burnham, Vice President

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

Date: 3 / 27 / 18

STATE OF FLORIDA
COUNTY OF Hillsborough

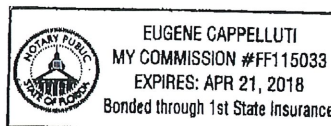
The foregoing instrument was acknowledged before me this 27th day of March, 2018, by Andrew J. Burnham, as Vice President of Stantec Consulting Services, Inc., a New York corporation, and who:

(Notary: Please select one)

☐ is personally known to me; or
☒ has produced Driver's license as identification.

Eugene Cappelluti

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



Witnesses:

CITY OF PORT ORANGE

D. Massey
Printed Name: Deanna Massey

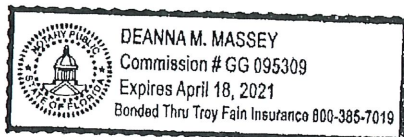
By: M.H. Johansson
M.H. Johansson, City Manager

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 3-30-18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



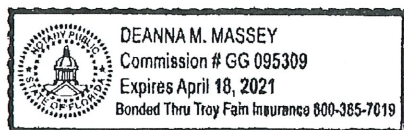
Witnesses:

D. Massey
Printed Name: Deanna Massey

Kiley Provenzano
Printed Name: Kiley Provenzano

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 3/30/18

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



January 9, 2018

Ms. Lynn Stevens
Public Works & Utilities Director
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Re: Proposal – Stormwater Rate/Fee Study

Dear Ms. Stevens:

As requested, I have prepared this proposed Agreement for the above referenced Project. The following sections present the scope of services included in this proposal and our proposed work plan and fee to accomplish the scope of services.

Scope of Services

The proposed scope of services for this proposed Agreement is as follows:

1. Review and evaluate the current stormwater rate/fee program to include the cost apportionment methodology, rates/fees and policies,
2. Develop a ten (10) year financial plan for the stormwater utility to include projection of revenues at the current rates/fees, projection of operations and maintenance expenses, maintenance of adequate levels of reserves, inclusion of capital improvement program requirements for each year in the forecast period and determination of the revenue requirements to meet the needs of the system in each year of the forecast period. This will include determination of an optimum capital projects funding strategy in terms of pay-as-you-go versus debt funding to maximize the benefit of the stormwater rate/fee revenue while minimizing the burden upon the rate payers,
3. Recommend adjustments to the cost apportionment methodology and calculate rates/fees based upon the recommended cost apportionment methodology and the revenue requirements as determined in the financial plan in item 2. above, and
4. Recommend policies, such as attenuation credits, exemptions, etc.

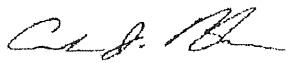
If the final scope of work is different than described above, our proposal may have to be adjusted based upon further discussions with you. However, I believe that the task plan that we have presented in the attached Project Work Plan and Fee Estimate Schedule (Schedule) and our proposed fee represent the order of magnitude of such a study and scope variations would cause only small variations in the expected fee.

Proposed Work Plan and Fee

I have enclosed in the Appendix a Project Work Plan and Fee Estimate Schedule (Schedule) which presents our proposed work plan and fee to conduct the analysis. The above referenced Schedule presents the tasks and sub-tasks that will be required to accomplish the goals of the study as specified in the Scope of Services, and 2) shows that the Study can be completed for a fixed fee of **\$49,885**, inclusive of out-of-pocket expenses. We can begin work on this assignment immediately and estimate that it can be completed within approximately 120 days of receipt of all required data.

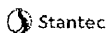
We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (813) 204-3331.

Very truly yours,



Andrew J. Burnham
Vice President – Financial Services

If the terms of this proposed Agreement, including the enclosed Professional Services Terms and Conditions, are acceptable, please affix the appropriate signature below and return a copy (facsimile will be acceptable) to us for our files:



777 S. Harbor Island Blvd., Suite 600 • Tampa, Florida 33602 • Phone (813) 204-3331
E-mail: andrew.burnham@stantec.com
Page 2

EXHIBIT "1"

CONSULTANT: Stantec Consulting Services, Inc., 777 Harbour Island Boulevard, Suite 600, Tampa, FL 33602

CLIENT: City of Port Orange, FL

SCOPE OF SERVICES: Stormwater Rate/Fee Study

COMPENSATION: A Fixed Fee of \$49,885 as set out in the attached Project Work Plan & Fee Estimate Schedule, billed monthly based upon percentage work complete by task

EFFECTIVE DATE: This Agreement will be effective on the date last executed below. Receipt by CONSULTANT of this executed Agreement from CLIENT will serve as a Notice to Proceed.

The services shall be performed by the Consultant in accordance with the provisions of this Agreement, including the enclosed Professional Services Terms and Conditions and any attachments. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

STANTEC CONSULTING SERVICES, INC.

CITY OF PORT ORANGE, FLORIDA

By: _____



Name: Andrew J. Burnham

Title: Vice President

Date: January 9, 2018

By: See Page 11 of Professional Services Contract

Name: _____

Title: _____

Date: _____

APPENDIX

Detailed Task Plan

This Appendix presents the detailed task plan that we propose to execute to accomplish the scope of this project. The detailed task plan is presented in the Project Work Plan and Fee Estimate Schedule (Schedule) on the following pages.

APPENDIX

City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE
PROJECT WORK PLAN & FEE ESTIMATE



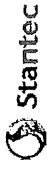
Description	CONSULTANT FEE				TOTAL
	Project Principal	Project Manager	Project Analyst	Admin	
	\$324	\$210	\$142	\$98	
PROJECT TASKS					
Evaluation of the current stormwater utility program, identification of recommended improvements/adjustments to the program and development of an adjusted stormwater utility fee structure and policies for consideration.					
Task 1					
1.1 Develop Financial Plan					
1.2 Conduct project initiation conference call.	1	1	1	2	5
1.3 Gather & review cost and property data.	0	1	4	0	5
1.4 Conference call with City staff to review data.	0	1	1	0	2
Input data into FAMS© model, adjust model as required and produce preliminary financial plan to include the following:					
o Capital Improvements Program	0	1	20	0	21
- Project listing by year					
- Alternative financing options for capital projects					
- Optimum funding source by project by year					
o Borrowing Program					
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.					
- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
- Annual debt service of bond issue(s)/loan(s)					
o Revenue Sufficiency Analysis					
- Annual revenue projections					
- Annual operations and maintenance expense projections					
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.					
- Alternative plans of annual percentage rate adjustments to provide sufficient revenues for each					
o Cost Allocation Analysis Between Utility Services					

APPENDIX

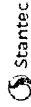
City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE

PROJECT WORK PLAN & FEE ESTIMATE



PROJECT TASKS		Consultant Hours				TOTAL
		Project Principal	Project Manager	Project Analyst	Admin	
		\$324	\$210	\$142	\$98	
0	Sources and Uses of Funds Analysis					
0	Funds Analysis					
	- Spend down limits (minimum reserve requirements) by fund					
	- Beginning and ending funds balances by fund by year					
1.5	Conduct internal review of model with consulting team and adjust.	1	2	2	0	5
1.6	Conduct interactive work session with City staff to review preliminary model results.	4	4	4	0	12
1.7	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	1	2	4	0	7
1.8	Conduct a second interactive work session if required with City staff to review adjusted model results.					
			— At Hourly Rates as Required —			
Task 2:	Develop Stormwater Utility Fee Model					
2.1	Determine the basis for apportioning stormwater costs to properties.	1	1	1	0	3
2.2	Conference call with City staff to discuss cost apportionment methodology and to determine adjustments as required to be used in developing the stormwater fees.	2	2	2	0	6
2.3	Identify and allocate costs/revenue requirements re stormwater allocation criteria and cost apportionment methodology determined in prior the task.	1	4	8	0	13
2.4	Review cost allocation with City staff via internet conference.	2	2	2	0	6
2.5	Develop stormwater rate/fee model to serve as billing property roll and rate/fee determination model to include property impact analysis. Model will calculate stormwater rates by property class and will calculate specific stormwater assessment fees for each parcel based upon its classification and proper application of the stormwater rates.					
2.6	Conduct internal review of model with consulting team.	0	8	32	0	40
2.7	Conduct interactive work session with City staff to review preliminary model results.	2	2	2	0	6
2.8	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	4	4	4	0	12
2.9	Conduct second interactive work session via internet conference with City staff to review adjusted results.	0	2	4	0	6
2.10	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	2	2	2	0	6
		0	2	4	0	6



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E-mail: andrew.burnham@stantec.com
Page 6

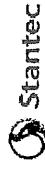
EXHIBIT "1"

APPENDIX

City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE

PROJECT WORK PLAN & FEE ESTIMATE



PROFESSIONALS	Hourly Rates					Total
	Project Principal	Project Manager	Project Analyst	Admin		
	\$324	\$210	\$142	\$98		
Task 3:						
3.1 Review Results with City Management and City Council						
3.2 Meet with City Management to review preliminary results.	4	4	4	0		12
3.3 Make adjustments based upon input from City Management. review with City staff and finalize.	0	2	4	0		6
3.4 Prepare presentation for City Council workshop, review with City staff and adjust.	1	2	0	0		3
3.5 Present results to City Council in workshop.	4	4	4	0		12
3.6 Make adjustments based upon input from City Council workshop.	1	2	4	0		7
Task 4:						
4.1 Prepare and Present Report						
4.2 Prepare Draft Report.	1	4	8	4		17
4.3 Review Draft Report with City staff.	1	2	2	0		5
4.4 Prepare Final Report.	1	2	4	2		9
4.5 Present Final Report to City Council for approval to conduct a public hearing.	2	2	2	0		6
Task 5:						
5.1 Provide Implementation Assistance						
5.2 Develop public information materials including web site, brochures, FAQs or other media tools as may be appropriate.	1	2	8	0		11
5.3 Prepare and finalize stormwater fee billing roll.						
5.4 Assist in drafting of all legal notices, publications, documents, and resolutions necessary to adopt the recommended stormwater rates/fees.						
5.5 Attend a public hearing.	4	4	0	0		8
TOTAL ESTIMATED MAN-HOURS	41	71	137	3		257
TOTAL ESTIMATED CONSULTING FEE	\$13,284	\$14,910	\$19,454	\$784		\$48,432
TOTAL ESTIMATED EXPENSES @ 3%						\$1,453
TOTAL ESTIMATED FEE, INCLUSIVE OF EXPENSES						\$49,885

CHANGE ORDER NO. 1
To the Standard Contract for Services dated March 30, 2018
STANTEC CONSULTING SERVICES, INC., Contractor

Project: Public Works Stormwater Methodology Evaluation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$49,885	Original Contract Times Substantial Completion: ___ days Final Completion 184days (September 30, 2018)
Net changes from previous Change Order: No. : \$0	Changes in contract time from previous Change Orders: No. : 0 days
Contract Price prior to this Change Order: \$49,885	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2018
Net Increase (decrease) of this Change Order No. 1: \$0	Changes in contract time requested this Change Order No. 1 30 days
Contract Price with all approved Change Orders: \$49,885	Contract Times with all approved Change Orders: Final Completion: October 30, 2018

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services (CA6445) entered into by and between the parties on March 30, 2018.
- II. **REQUIRED CHANGES:** To provide for an additional 30 days. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Change Order No 1 will provide an additional 30 days to the final complete date to allow time for Council presentation. This will move the final completion date from September 30, 2018 to October 30, 2018. Per policy, this request falls within the 30-day window and will not require Council approval. Vendor has completed the scope of services. There is no additional cost associated with this change order request.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$49,885. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
RONNY BUTTRUM
Department Project Manager

By: 
Ronny Buttrum, Deputy Dir. of Public Works

Date Signed: 10/2/2018

RECOMMENDED BY:
N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:
STANTEC CONSULTING SERVICES, INC.
Contractor

By: 
Andrew J. Burnham, Vice President

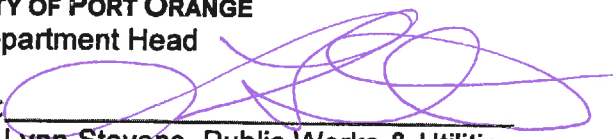
Date Signed: 9/27/18

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

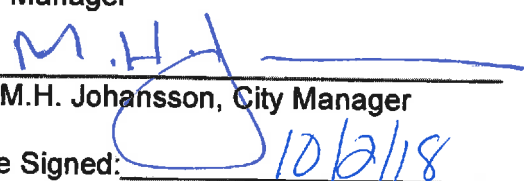
Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Lynn Stevens, Public Works & Utilities
Director

Date Signed: 10-2-18

City Manager

By: 
M.H. Johansson, City Manager

Date Signed: 10/2/18

If Council approval is required:

By: N/A
Donald O. Burnette, Mayor

Date Signed: _____

Affirmed:


Robin L. Fenwick, CMC, City Clerk

Date Signed: 10/2/18

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

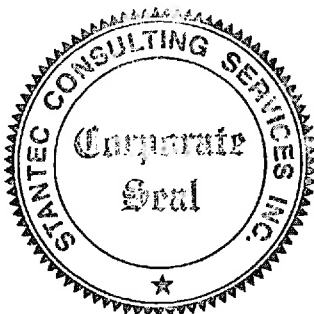
I, the undersigned, do hereby certify that:

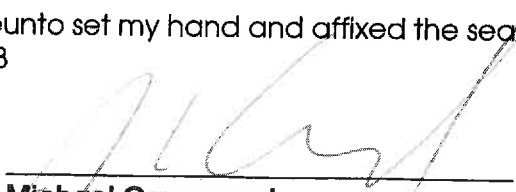
1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **June 15, 2017**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.
 2. execution of any documents for and on behalf of the Corporation shall be governed by the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;
 3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Operating and Signing Authority Policies, as amended from time to time, of Stantec Inc.
3. **Andrew Burnham** is the duly appointed employee of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Operating and Signing Authority Policies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 16th day of March, 2018





Michael Cavanaugh,
Corporate Counsel



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (5) Grants Update

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: The Grants Update will provide an overview of the City's grants process and policy. A review of the City's current grant awards as well as potential new grant applications will be provided.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Grants Update 10_23_18 CC Workshop	Grants Update 10_23_18 CC Workshop.pdf
----	---------------------------------------	---

Tracey Riehm
Amanda Lasecki
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 09/04/2018
Approved - 10/09/2018
Approved - 10/18/2018
Approved - 10/18/2018
Final Approval - 10/18/2018



Grants Update

**Finance Department
Grants Manager
October 23, 2018**





Purpose / Agenda

- **Purpose:** Provide an overview of the grants process and status update of City grants.
- **Agenda:**
 - Internal Grants Policy & Procedure
 - Strategic Planning
 - Grants:
 - Current
 - Closed Out
 - Pending/In Progress





Internal Grants Policy & Procedure

Grants Policy & Procedure Overview

- Grant Applications and Subsequent Administration: 1-24
 - Defines which grant applications require Council approval
 - Identifies responsibilities of grants team





Strategic Planning

Strategic Planning

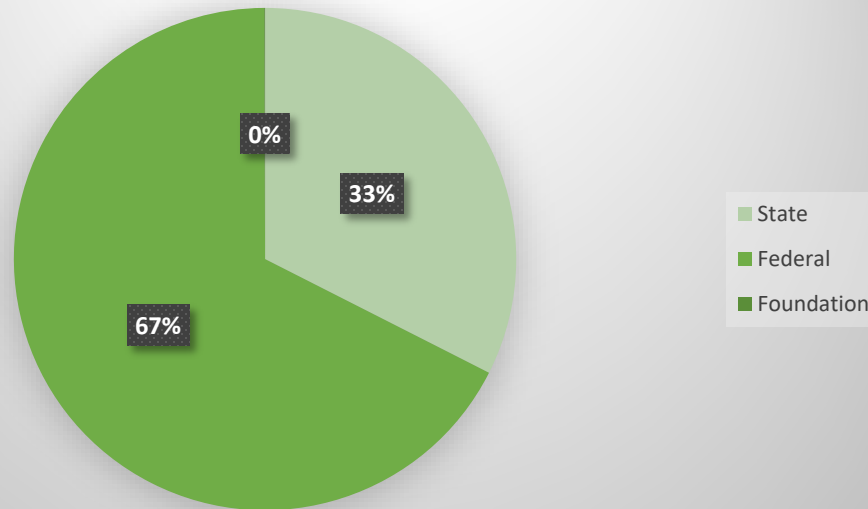




Current Grants Overview

Total Current Grant Awards:
\$5,271,290.88

Current Grant Funding Sources





Current Grants- Public Works

Virginia Avenue and Monroe Street Drainage Improvement Project



<u>Granting Agency</u>	<u>Type of Grant</u>	<u>Issuing Agency</u>	<u>Award Amount</u>
FDEP	State/ Direct	FDEP	\$1,500,000.00
FEMA	Federal/ Pass-Thru	FL DEM	\$644,250.00
HUD	Federal/ Direct	HUD	\$287,553.88
		Total	\$2,431,803.88



Current Grants- Community Development

Local Agency Program Agreements & Joint Participation Agreements



<u>Project</u>	<u>Granting Agency</u>	<u>Type of Grant</u>	<u>Issuing Agency</u>	<u>Award Amount</u>
Construction Phase I: Dunlawton Street Lighting Improvements	U.S. DOT (LAP)	Federal/ Pass-Thru	FL DOT	\$559,000.00
McDonald Road Sidewalk	U.S. DOT (LAP)	Federal/ Pass-Thru	FL DOT	\$346,921.00
Victoria Gardens Sidewalk	U.S. DOT (LAP)	Federal/ Pass-Thru	FL DOT	\$206,933.00
N. Spruce Creek Rd. Sidewalk	U.S. DOT (LAP)	Federal/ Pass-Thru	FL DOT	\$63,054.00
Dunlawton Median Refurbishment	U.S. DOT (JPA)	Federal/ Pass-Thru	FL DOT	\$850,000.00
Landscape Improvements on Nova Road/US 1/Ridgewood Ave between North of Rose Bay Bridge and Dunlawton Ave.	U.S. DOT (JPA)	Federal/ Pass-Thru	FL DOT	\$500,000.00
			Total	\$2,525,908.00



Current Grants- Police Department

Project	Granting Agency	Type of Grant	Issuing Agency	Award Amount
2018/2019 Funding to assist victims of crime	Victim of Crime Act Grant Program (VOCA)	Federal/Pass-Thru	OAG	\$98,579.00
Police Department DUI/Impaired Driving Project	FDOT	State/ Direct	FL DOT	\$12,000.00
Shop With A Cop Program	Target Community Grant	Foundation	Target Corporation	\$3,000.00
			Total	\$113,579.00



2017 Shop With A Cop- Assistant Chief of Police Bill Proctor

Photo By Nichole Osinski



Current Grants- Parks & Recreation Department

Project	Granting Agency	Type of Grant	Issuing Agency	Award Amount
Causeway Northwest Boat Launch	FIND	State/ Direct	FIND	\$ 200,000.00
			Total	\$ 200,000.00



Hurricane Damage at Causeway Park

Photo By Nichole Osinski



FY 2018 Closed Out Grants



<u>Project</u>	<u>Grant</u>	<u>Type of Grant</u>	<u>Issuing Agency</u>	<u>Department</u>	<u>Award Amount</u>
Construction of Splash Park, Playground, site work and trailheads/restrooms at Riverwalk Park PH1B	ECHO Grant Program	County/ Direct	Volusia County	Community Development	\$400,000.00
River Walk Park Phase 1B	FIND	State/ Direct	FIND	Community Development	\$250,000.00
Coraci Fields Phase IV	ECHO Grant Program	County/ Direct	Volusia County	Parks and Recreation	\$300,000.00
Cambridge Canal Stormwater Improvements Phase II and III	FDEP	State/ Direct	FDEP	Public Works	\$1,297,500.00
Causeway Park Fishing Pier and Improvements	FIND	State/ Direct	FIND	Parks and Recreation	\$250,000.00
				Total	\$2,497,500.00



FY 2019 Pending/In Progress Grants



Project	Grant	Type of Grant	Issuing Agency	Department	Request Amount
*Canal View/Spruce Creek Curb & Guardrail Replacement Project	Community Development Block Grant	Federal/ Direct	HUD	Public Works	\$262,676.80
The REC (Recreational, Educational, Cultural Center)	ECHO Grant Program	County/ Direct	Volusia County	Parks and Recreation	\$400,000.00
Howes St./Orange Drainage and Water Quality Improvement	District Wide Cost Share Program	State/ Direct	St. Johns River Water Mgmt. District	Public Works	\$331,531.53
Transport Start Up Equipment (Stretcher and Loader System)	Emergency Medical Services Matching Grant	State/Direct	FDOH	Fire & Rescue	TBD
SWAT Medic Gear	Assistance to Firefighters Program	Federal/ Direct	FEMA	Fire & Rescue	\$24,000.00
Software for Extracting Evidence from Technology	Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program	Federal/ Pass-Through	FL DLE	Police Department	\$10,000.00
				Total Request Amount	\$1,004,208.33

* Approved by HUD, agreement on 11/7 Council Agenda



Questions


**KEEP
CALM**
**AND LET THE
GRANT PROFESSIONAL
HANDLE IT**





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (6) Stormwater Methodology Update

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION:

SUMMARY: Presentation to update council on the status of the Stormwater Methodology study currently being performed by Stantec Consulting Services Inc.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Port Orange Stormwater Fee Study Update_Draft	Port Orange Stormwater Fee Study Update_DRAFT.pptx
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Robin Fenwick

Julia Wiggins

Lynn Stevens

Tracey Riehm

Jake Johansson

Robin Fenwick

Created/Initiated - 08/29/2018

Approved - 10/08/2018

Approved - 10/08/2018

Approved - 10/09/2018

Approved - 10/11/2018

Final Approval - 10/12/2018

Port Orange, FL

Stormwater Methodology Evaluation Update

City Council Workshop: October 23, 2018

Agenda

1. Background & Scope
2. Fee Setting Process
3. Revenue Requirements
4. Impervious Area Analysis
5. Fee Development
6. Survey
7. Considerations
8. Next Steps



Background & Scope

Background	Stormwater fee collected on ad valorem tax bill since 2005
	City property composition has changed
	Technological advances in collecting data
	Last rate increase in 2017
Scope	Multi-year financial forecasting model
	Impervious area analysis
	Cost apportionment between property types
	Fee design

The Fee Setting Process

Revenue Requirements

Develop a Financial Plan to compare the revenues of the utility to its expenses to determine the overall level of rate adjustment

Residential Impervious Area Analysis

Evaluate the distribution of impervious area for Residential customer accounts to determine the system-wide ERU basis. Data provided by provided by Volusia County Property Appraiser Office (VCPO) and Community Development

Fee Development

Develop fees for each class of service to support the needs of the utility and long term goals and objectives

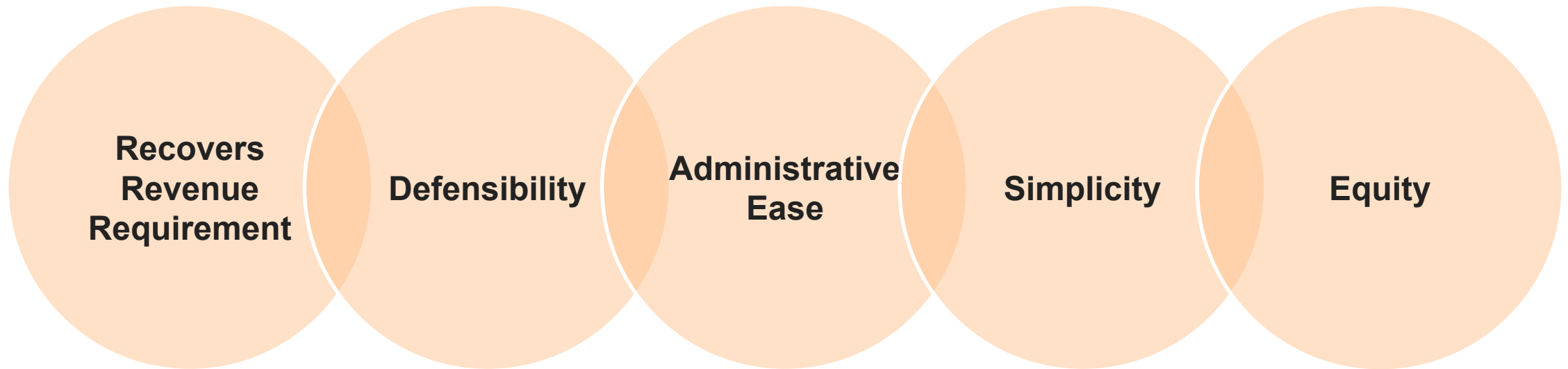
Revenue Requirements Basis

- Fund balance as of September 30, 2017
- Projected revenue based on billing data, plus growth & assumed fee increases
 - Annual growth rate of 0.50% or approximately 200 new ERUs per year
- Operating expenses per FY 2019 Budget, plus inflation
- Capital per multi-year CIP provided by staff, plus inflation
 - Annual cost inflation of 3.0% applied to each project beginning in FY 2019
- Target operating reserve = 3 months of O&M expenses
 - Cash balance may fall below target reserve temporarily (< 3 years)
- CIP cash funded each year
- Annual inflationary fee adjustments starting in FY2020

Residential Impervious Area Analysis

Existing ERU: 3,050 sq. ft.
Mean: 2,420 sq. ft.
Mode: 2,045 sq. ft.

Fee Design Goals



Fee Design Direction

Definition of Equivalent Residential Unit

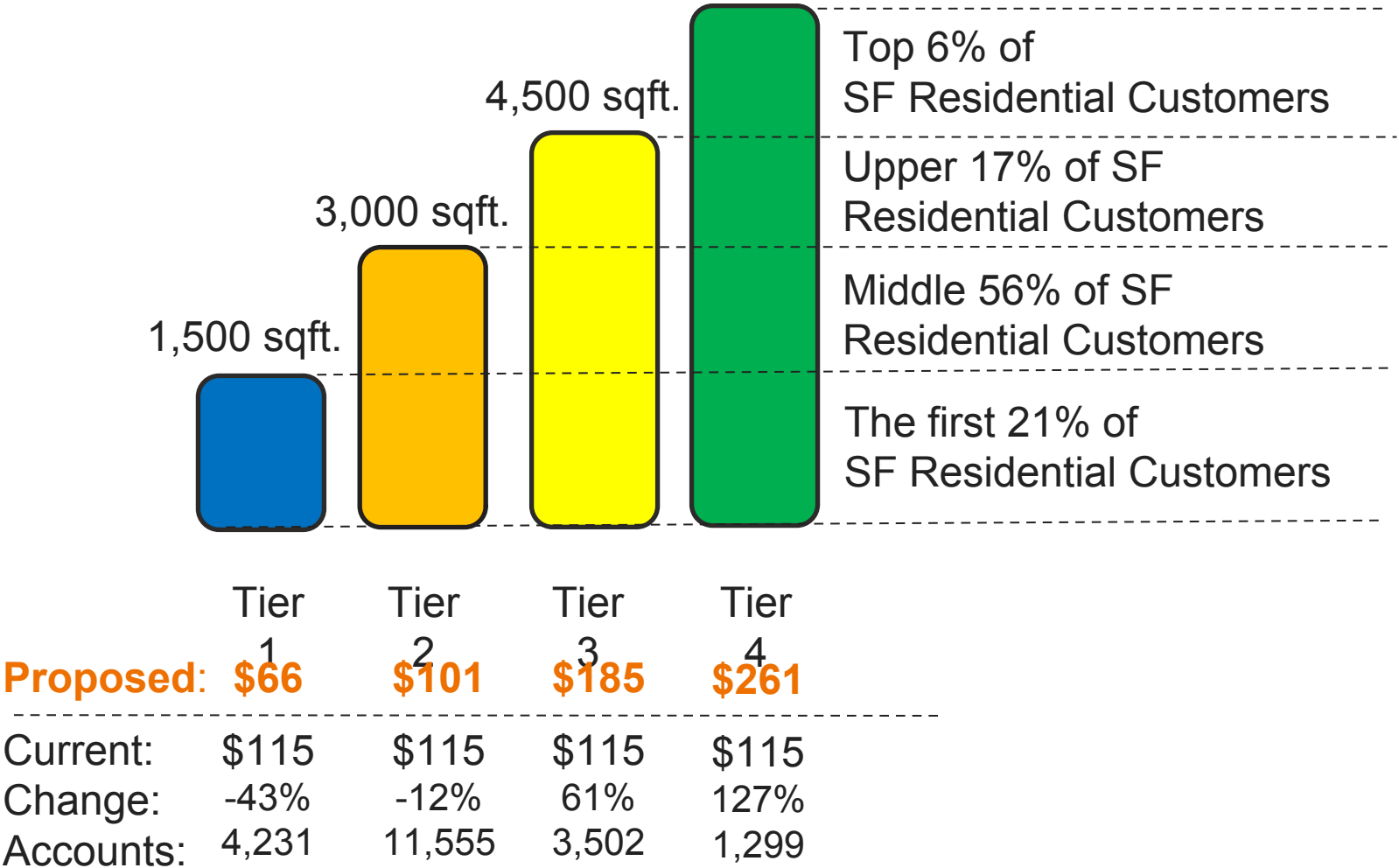
Definition	Current	Proposed
1 ERU	3,050 sq. ft. of impervious area	Based on average or median actual single family residential impervious area provided by VCPO

Fee Approach by Property Type

Property Type	Current	Proposed
Single Family Residential	1 ERU per dwelling unit - Same fee per dwelling unit	4-tiered structure based on impervious area - Tier charge per dwelling unit
Multi-family Residential (condos, manufactured home communities, RV parks)	- Less than 10 units: 1 ERU per unit 10+ units: 1 ERU per unit + calculated ERU of impervious area	Based on total impervious area provided by VCPO and supplemental data from staff
Commercial	Based on total impervious area provided by VCPO	Based on total impervious area provided by VCPO

Fee Design Example

Single Family Residential Tiered Fees



Non- Single Family Residential Rates

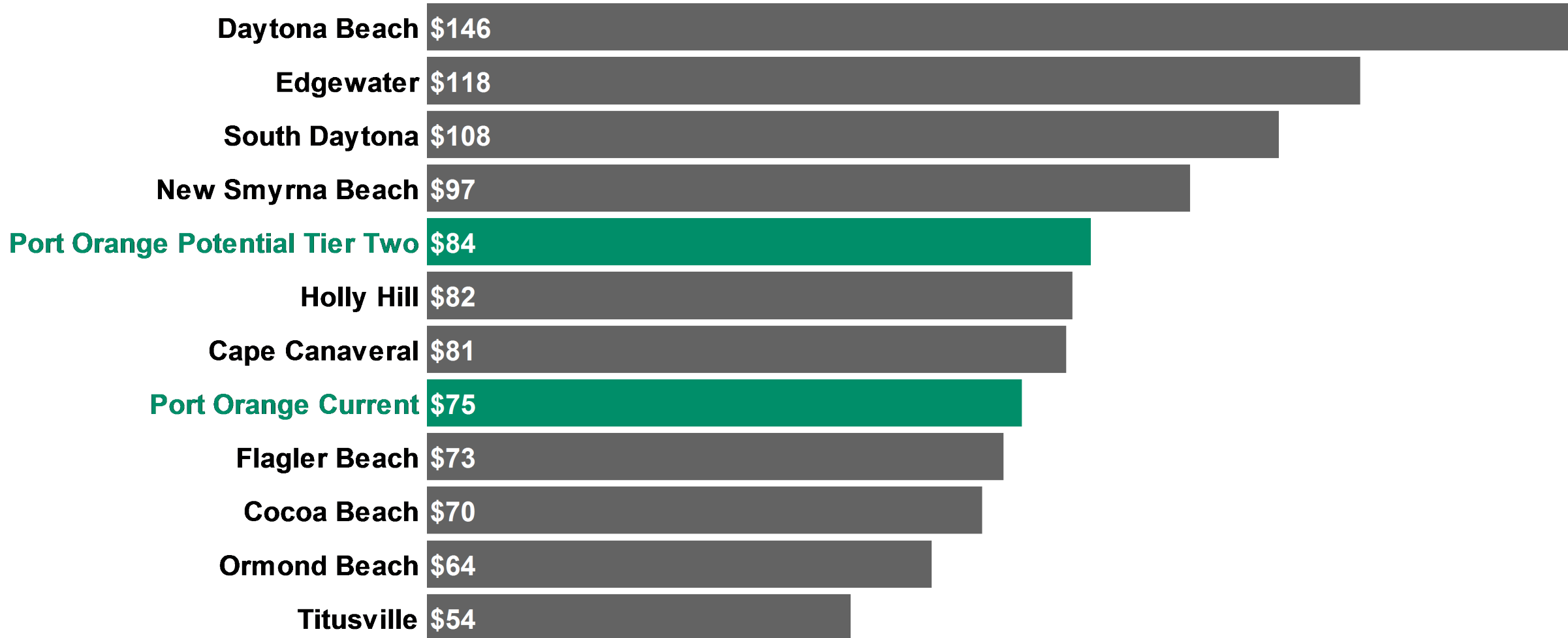
- Charged fee based on calculated ERU basis
- ERU defined as the mean single family residential
 - 2,400 SQFT

Stormwater Fee Survey

City	Annual Fee	ERU Definition (Square Foot)	Cost per Square Foot
Daytona Beach	\$ 120.84	1,661	\$ 0.073
Edgewater	120.00	2,027	0.059
South Daytona	108.00	2,000	0.056
New Smyrna Beach	87.96	1,818	0.054
Port Orange (Draft Tier 2)	101.00	2,400	0.042
Holly Hill	84.00	2,050	0.041
Cape Canaveral	84.00	2,074	0.041
Port Orange (Current)	115.00	3,050	0.038
Flagler Beach	75.00	2,049	0.037
Cocoa Beach	102.00	2,900	0.035
Ormond Beach	96.00	3,000	0.032
Titusville	87.70	3,267	0.027
Average		2,354	\$ 0.044

Stormwater Fee Survey

FY 2018 Residential Stormwater Fees (comparison of 2,000 square foot home)



Considerations

Annual inflationary fee increases

Change ERU definition based on County appraiser data

4-tiered fee for Single Family Residential

Impervious area calculation changes

- Multi-Family Facilities
- Parking Lots/Manufactured Home Communities
- Condominiums

NEXT STEPS

- Finalization of Financial Plan
- Finalization of Rate Design
- Present Findings to Council
- Report



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (7) Tree Ordinance Summary

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: On July 24, the Environmental Advisory Board (EAB) discussed and recommended modifications to the City's Tree Protection Ordinance. Staff will present a summary of EABs proposed tree ordinance modifications for discussion and Council direction.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 09/14/2018
Approved - 09/14/2018
Approved - 09/18/2018
Final Approval - 09/18/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (8) Update on the St. Johns River to Sea (SJR2C) Loop Trail

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

SUMMARY: On October 1st, Florida Department of Transportation (FDOT) hosted a workshop to discuss route options for the proposed 12.5-mile segment of the St. Johns River to Sea Loop from South Daytona to New Smyrna Beach. The purpose of trail is to provide a safe path for all residents and visitors to walk or bike and expand opportunities to access existing parks located in the City and to the north (South Daytona) and south (New Smyrna Beach). Of the 12.5-mile segment, 3.5-miles are located in Port Orange along Halifax Drive to Commonwealth Boulevard, and then along Nova Road towards Ridgewood Avenue (current route option).

At the workshop, an alternate route for the trail within Port Orange was discussed which continued the trail along Halifax Drive, further extending it to Seminole Avenue and then south along Ridgewood Avenue. Staff will present Council a summary of the alternate route and other possible improvements related to the trail for discussion and Council direction. FDOT is currently preparing a Project Development & Environment (PD&E) Study for this segment and public meetings will be held in November to discuss the findings and the proposed trail route.

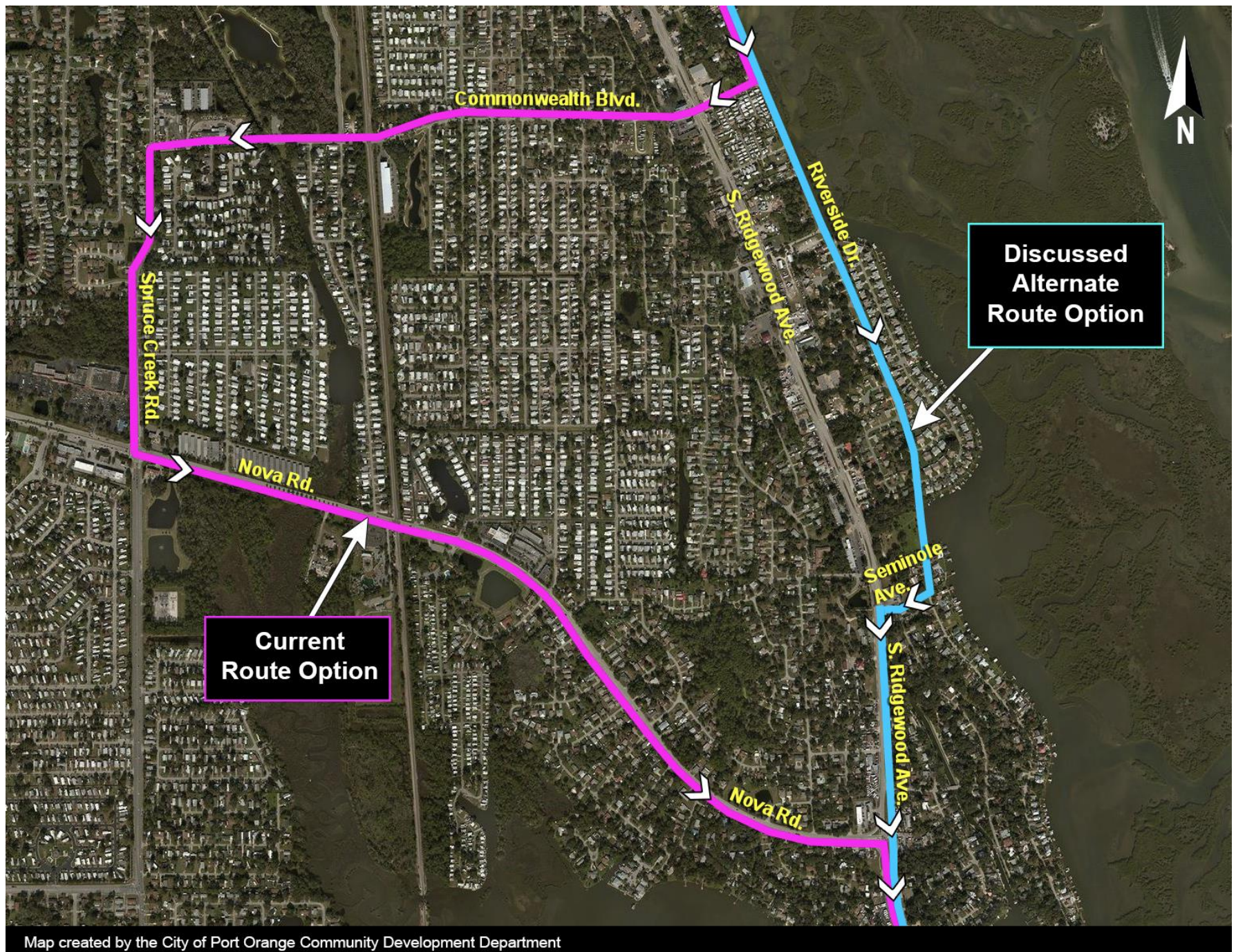
Project No.: Funding Account No.:

ATTACHMENTS:

1.	Location Map	Location Map.pdf
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Tim Burman
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 10/12/2018
Approved - 10/18/2018
Approved - 10/18/2018
Final Approval - 10/18/2018



Map created by the City of Port Orange Community Development Department

Discussed Alternate Route Option and Current Route Option Location Map.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (9) LED Street Light Update

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION:

SUMMARY: Provide an update on the status of changing street lights within City limits to LED.

Project No.: Funding Account No.:

ATTACHMENTS:

Julia Wiggins	Created/Initiated - 10/18/2018
Julia Wiggins	Approved - 10/18/2018
Lynn Stevens	Approved - 10/18/2018
Jake Johansson	Approved - 10/18/2018
Robin Fenwick	Final Approval - 10/18/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/23/2018

Consent item: No

SUBJECT: (10) Discussion Regarding Resolution Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: Staff is anticipating Amendment 2 being passed and losing about \$1M in revenue in FY20. As a method to offset that drop in revenue we are **currently assessing the feasibility** of implementing a fire service fee in FY 2020. At this time, we are not recommending the city implement a fire service fee, however, in order to have this option available in FY 2020, there is a long lead time.

One of the first steps in this process is to notify the Volusia County Tax Collector, the Volusia County Property Appraiser and the Florida Department of Revenue that the city MAY use the uniform method of collection for the fire service fee. Before moving forward, staff would like to gain consensus of Council to officially proceed with the formal steps required should Council decide to use this as an option if the amendment passes. The next formal step would be to consider a resolution on the December 4th agenda.

Again, this does not indicate either (1) that the city will implement a fire service fee, nor (2) does it obligate the city to use the uniform method of collection for any purpose in FY 2020. However, without this notification provided before January 10th, 2019, the City may not be able to consider this method of collection should it decide to move forward with a fire service fee in FY 2020. The city could use utility bills as a method of collection, but there are downsides to this collection method including increased costs of collection and a lower collection rate.

While the notification to the Tax Collector, Property Appraiser and the Department of Revenue are not due until January 10th, 2019, there are a series of steps we must perform before sending this notification. These steps include:

1. Publishing notice of the public hearing to adopt the resolution of intent in a newspaper of general circulation once a week for the four consecutive weeks immediately before the date of the hearing.
2. Holding a public hearing and adopting a resolution of intent to use the uniform method of collection by January 1, 2019.
3. Sending adopted resolution to appropriate authorities by January 10, 2019.

This process only assists the City in meeting statutory notice requirements necessary to preserve this collection

approach. To reiterate, the proposed resolution staff would bring to Council for approval in December is non-binding and the City may reduce the areas covered by any future assessments or decide not to go forward with the assessment program at a later date. By adopting the resolution, the City is simply reserving the right to use the tax bill collection method beginning in November of 2019.

As a frame of reference, the City Council adopted a similar resolution in 1997 to provide notice that they intended to use the uniform collection method for a fire service fee. In the end, Council decided not to implement the fee at the time, but they did take advantage of the notification in the event they had decided to move forward at that time.

Staff has attached a PowerPoint slide with the proposed timing of the resolution adoption.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Uniform Method Of Collection Notification Timeline	Uniform Method Of Collection Notification Timeline.pdf
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Robin Fenwick	Created/Initiated - 10/12/2018
Alan Rosen	Approved - 10/12/2018
Matthew Jones	Approved - 10/12/2018
Jake Johansson	Approved - 10/15/2018
Robin Fenwick	Final Approval - 10/18/2018



Uniform Method Of Collection Notification Timeline



Timeline

- October 23rd, 2018
 - Discuss option of uniform method of collection for possible fire service fee
- November 6th, 2018
 - Publish 1st notice of public hearing
- November 13th, 2018
 - Publish 2nd notice of public hearing
- November 20th, 2018
 - Publish 3rd notice of public hearing
- November 27th, 2018
 - Publish final notice of public hearing
- December 4th, 2018
 - Hold public hearing to consider a resolution of intent to use the uniform method of collecting non-ad valorem special assessments
- Before January 10th, 2019
 - Send adopted resolution and proof of publication to Volusia County Tax Collector, Property Appraiser and Florida Department of Revenue