



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 15, 2020

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Rev Susan McCaffrey from Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. September 1, 2020 - Regular City Council Meeting
 - b. September 3, 2020 - Special City Council Meeting
 - c. September 9, 2020 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Ratification for the emergency repairs to the East Influent Pump Station located at the Water Reclamation Facility to Danus Utilities, Inc.
 - b. Renewal of worker's compensation, property, auto, liability and surplus lines of insurance through Preferred Government Insurance Trust (PGIT)
 - c. Approval of Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange for Fourth Amendment to Restatement and Amendment to Sewer Services
8. Resolution No. 20-31 - Approval of Volusia County Subrecipient Agreement for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

9. Resolution No. 20-43 - Designate Funds from Building Special Revenue Fund (109) available fund balance to Project Number ZMI057
10. Resolution No. 20-44 - Acceptance of Deed of Dedication for public purposes for the extension of Dairy Court, through the Oak Street Industrial Park project
11. Historic Tree Removal without a Residential Tree Removal Permit - 3612 Lex Court
12. Denial of Historic Tree Removal Request – 20 Gindy Lane (Lampighter Mobile Home Park)
13. Approval of Residential Historic Tree Removal Request -110 Cambridge Drive
14. Approval of a Minor Special Event for the First United Methodist Church Annual Pumpkin Patch
15. Approval of Proposed Accounts Receivable Write-Off of Uncollectible Debts

C. CITIZEN PARTICIPATION (Agenda)

16. Chris Seilkop, President/CEO, Volusia/Flagler Family YMCA

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

E. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

F. EASTPORT CRA MEETING

G. TOWN CENTER CRA MEETING

H. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO
19. Environmental Advisory Board Report
20. Planning Commission Appointments (x4)

I. PUBLIC HEARING

21. Riverwalk Items
 - a. Second Reading - Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)
 - b. Approval of Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)
 - c. Approval of Second Amendment to the Economic Development Incentive Agreement

- d. Approval of License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Former Cardwell Funeral Home Property)
- e. Approval of Design Agreement for Riverwalk Park Trail Phase 3

22. Tree Ordinance

- a. Second Reading - Ordinance No. 2020-28 - Land Development Code Amendment/Chapter 9, Article II and Chapter 13
 - b. Resolution No. 20-45 - Approved Landscape Materials
 - c. Resolution No. 20-46 - Historic Tree Mitigation for removal of a historic tree(s) on residential and non-residential property
23. Second Reading Ordinance No. 2020-29 - Amending Chapter 42, Article II, Section 42-26 Lot maintenance regardless of size
24. First Reading - Ordinance No. 2020-31- LDC Amendment/Chapter 2 ,16, and 17 – Atypical fences and Special setbacks
25. First Reading - Ordinance No. 2020-32 - LDC Amendment – Chapter 16, Section 1; and Code of Ordinances Amendment – Sections 70-48 and 70-50/Residential Storage

J. REGULAR AGENDA

- 26. Presentation of the 2020 Citizen Survey
- 27. Approval to Renew the Annual Services Agreement with Halifax Humane Society for FY21

K. ADDITIONAL ITEMS

- 28. City Attorney
- 29. City Manager

L. COUNCIL COMMITTEE REPORTS

- 30. City Council Committee Reports
 - a. ArtHaus
 - b. First Step Shelter
 - c. Port Orange/South Daytona Chamber of Commerce

M. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE



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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.

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be calling meetings only when necessary, and conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to attend meetings are encouraged to join the meeting through electronic means.

The September 15, 2020 City Council Meeting will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the City Council meeting on September 15, 2020, which begins at 6:30 p.m., you have the following additional options:

1. Watch the meeting online, but not participate:

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel: <https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg>

2. Watch the meeting online and provide public comment prior to the meeting:

You may watch the meeting as listed above, and also provide written comments no less than 3 hours prior to the meeting time by emailing City Clerk Robin Fenwick at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. Watch the meeting online and provide public comment during the meeting:

Request to Speak instructions:

To request to attend virtually and speak during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 24 hours prior to the meeting date/time. Once the form is received, the meeting link and instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 1, 2020

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:34 p.m.

Invocation by Chaplain Sam Mercado of AdventHealth

Pledge of Allegiance

Roll Call Present: Council Member Marilyn Ford
 Council Member Chase Tramont
 Council Member Scott Stiltner
 Vice Mayor Drew Bastian
 Mayor Donald Burnette

Also Present: City Manager Jake Johansson
 City Attorney Matthew Jones
 Assistant City Clerk Shelby Field

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Motion to approve the Agenda as presented was made by Council Member Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. August 19, 2020 - Regular City Council Meeting
- b. August 25, 2020 - City Council Workshop
- c. August 25, 2020 - Joint Meeting with Parks & Recreation Advisory Board

7. Resolution No. 20-28 -Budget Appropriations for Dunlawton Median Improvement Project (AIO022)

8. Resolution No. 20-34 -Ratifying Election Results for the Primary Election held August 18, 2020

9. Approval of Concurrency and Fair-Share Agreement for the Paytas Office Building Site Plan (908 Taylor Road) - Case No. 19-80000008

10. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

Motion to approve the Consent Agenda was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

C. CITIZEN PARTICIPATION (Agenda)

11. Chris Seilkop, President/CEO, Volusia/Flagler Family YMCA

Mr. Seilkop was not present.

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

Jamie Franzini, President of East Central Florida The Cure Starts Now, provided information on their local nonprofit chapter to raise money for a “homerun” cure for all cancers. September is childhood cancer awareness month and she provided information on how people can help, like donating through their website.

Laurie Friend, citizen, spoke regarding the loss of her son and her concern with Fryers Towing Service, the City’s contracted vendor. She stated Fryers impounded her sons’ motorcycle after his accident and would not release it. When they finally did, she found some of the parts were missing. She would like the City to investigate.

Robert Reinhausen, citizen, spoke regarding concerns about the city’s recent purchase of a brush truck.

Kelly Elgin, citizen, informed Council he attempted to serve a summons to Port Orange Police Chief Thomas Grimaldi, Captain Kimberly Kilpatrick, Captain Scott Brozio, and Lieutenant Thomas Aiken. He would like Council to investigate why they will not accept the summons.

E. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Council Member Scott Stiltner stated there is a vacancy on the Transportation and Planning Organization Board and they are looking for someone to fill the position.

Council Member Marilyn Ford informed Council that the annual ArtHaus dinner has become a weeklong virtual experience so everyone can participate while following CDC guidelines.

F. PUBLIC HEARING

13. Second Reading - Ordinance No. 2020-22 - 20-1 Large-scale Future Land Use Map Amendment/4057 Bruner Road (Case No. 20-20000003)

Mayor Don Burnette read Ordinance No. 2020-22.

ORDINANCE NO. 2020-22

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 DESIGNATION FOR +18.7 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT ORANGE PUBLIC/INSTITUTIONAL FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF BRUNER ROAD, NORTH OF THE CITY'S WATER TREATMENT AT 4057 BRUNER ROAD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-22 - 20-1
Large-scale Future Land Use Map Amendment
was made by Vice Mayor Drew Bastian and
Seconded by Council Member Scott Stiltner.
Motion carried unanimously by roll call vote.

14. Second Reading - Ordinance No. 2020-23 - Administrative Rezoning/4057 Bruner Road and 4505 Clyde Morris Boulevard (Case No. 20-60000004)

Mayor Don Burnette read Ordinance No. 2020-23.

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +18.7 ACRES FROM VOLUSIA COUNTY RURAL MOBILE HOME (MH-3 AND MH-4) AND +8.1 ACRES FROM CITY OF PORT ORANGE MULTI-FAMILY RESIDENTIAL (R-3L) TO GOVERNMENT PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-23 was
made by Vice Mayor Drew Bastian and
Seconded by Council Member Chase Tramont.
Motion carried unanimously by roll call vote.

G. ADDITIONAL ITEMS

15. City Attorney – there was nothing further.

16. City Manager

Jake Johansson, City Manager, discussed bringing the administration of the city's pension boards in house to allow for standardization between the three pension boards. He will bring this before Council as an agenda item some time in the future. Mr. Johansson also stated the parade and tree lighting fall under major events cancelled in Executive Order No. 43.

H. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO – Council Member Stiltner was out of town for the last meeting, but informed Council the long-range transportation plan is now online.

b. General Employees' Pension Board – Mr. Johansson provided details from their recent meeting.

c. Police Pension Board – Vice Mayor Bastian provided details from their recent meeting.

d. Fire Pension Board – Council Member Ford provided details from their recent meeting.

I. ADJOURNMENT – 7:05 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 3, 2020

THE SPECIAL MEETING of City Council of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:00 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present:	City Manager Jake Johansson City Attorney Matthew Jones Assistant City Clerk Shelby Field
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DISCUSSION ITEMS

4. Budget Recap of CIP and General Fund

Scott Neils, Finance Director, provided a presentation of the CIP and the General Fund Budget and answered questions from Council.

Jake Johansson, City Manager, provided supplemental information and answered questions from Council.

Motion to approve the CIP as presented with the exception of the I-95 Gateway Signage was made by Council Member Scott Stiltner and Seconded by Council Member Marilyn Ford. Motion carried unanimously by voice vote.

Motion to approve the I-95 Gateway Signage was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian.

Council Member Marilyn Ford asked for clarification on the licensing fee. Mr. Johansson responded it is a one-time fee and if the City waits the price may go up. Council Member Ford asked if once the license is purchased does it expire. Mr. Johansson responded no.

Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

Motion to approve the FY21 al a carte requests with the exception of the Parks and Recreation Manager was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried 4-1 by voice vote with Council Member Chase Tramont voting no.

Motion to approve the Parks and Recreation Manager was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian.

Council Members Ford and Tramont discussed the reasons they believe it is important to accept this position after discussion at the previous budget workshop.

Motion carried unanimously by roll call vote.

Council Member Ford asked for clarification on what duties a Cross Connection Program Coordinator performs. Lynn Stevens, Public Works/Utilities Director, provided an explanation of what the Cross-Connection Program Coordinator is and why it is important.

Council Member Chase Tramont asked about the necessity of equipment operators for street sweepers. Ms. Stevens responded the job is moving into Public Utilities because the City can provide better service in house.

Motion to approve funding the al a carte items from the Non-General Fund was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by roll call vote.

Brief discussion was held regarding the possibility of refinancing bonds.

ADJOURNMENT – 6:42 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 9, 2020

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. Discussion of Tentative Millage Rate and Budget for FY21

Jake Johansson, City Manager, provided an overview of the items to be discussed and commented on the specific purposes for the increase.

Mayor Don Burnette announced the Fiscal Year (FY) 2021 Budget commences on October 1, 2020 and continues through September 30, 2021. The public hearing is now convened to discuss the millage rate and budget. We will begin with the City of Port Orange City Council discussion of the tentative millage necessary to fund the FY2021 tentative budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The tentative millage rate to be levied is 4.6622 mills per \$1,000.00 of valuation and is a 9.9% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2424 mills per \$1,000.00 of valuation.

Mayor Don Burnette asked Council for discussion regarding the reasons for the increase in the final millage above the rolled back rate.

Council Member Marilyn Ford is not in favor of this millage rate increase and would suggest keeping the current year's millage rate, which is an increase of approximately 6% over roll-back. She suggested using the vacancies in the police department to reduce the millage rate increase since hiring of all positions will not happen by October 1, 2020.

Council Member Chase Tramont is not in favor of the proposed millage rate as he believes too many citizens are already suffering due to COVID-19.

Vice Mayor Drew Bastian and Council Member Scott Stiltner support the millage rate as presented due to the needs of the citizens and the quality of life currently in Port Orange.

Mayor Don Burnette is afraid to not approve the increase although he never wants to raise taxes. He understands the needs of the City and the costs for those needs.

Mayor Don Burnette asked for comments from the public. Several members of the public spoke regarding their support of increased wages for the police and fire personnel and understand that equates to an increase in taxes.

Mayor Don Burnette asked Council for any further comments or revisions to the tentative millage rate and operating budgets from Council. Council Member Chase Tramont thanked all for speaking and expressed his concerns of raising taxes. Council Member Marilyn Ford expressed her concerns for the citizens who have been out of work for several months due to the pandemic.

5. Resolution No. 20-35 - Adopting the Tentative Millage Rate for FY21

Motion to adopt Resolution No. 20-35 adopting the City of Port Orange FY2021 tentative millage rate of 4.6622 mills per \$1,000.00 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

Mayor Don Burnette announced the adopted tentative millage rate of 4.6622 mills per \$1,000 of valuation is a 9.9% increase in ad valorem tax revenues above the rolled-back rate.

6. Resolution No. 20-36 - Adopting the Tentative Operating Budget for FY21

Motion to adopt Resolution No. 20-36 adopting the City of Port Orange FY2021 tentative operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

7. Resolution No. 20-37 - Adopting the Tentative Capital Budget for FY21

Motion to adopt Resolution No. 20-37 adopting the City of Port Orange FY2021 tentative capital budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

8. Resolution No. 20-38 - Adopting the Tentative Millage Rate for FY21 for Town Center CRA Tax Increment District

Motion to adopt Resolution No. 20-38 adopting the Community Redevelopment Agency for Port Orange Town Center CY2021 tentative millage rate of 4.6622 mills per \$1,000.00 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

9. Resolution No. 20-39 - Adopting the Tentative Operating Budget for FY21 for Town Center CRA Tax Increment District

Motion to adopt Resolution No. 20-39 adopting the Community Redevelopment Agency for Port Orange Town Center FY2021 tentative operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

10. Resolution No. 20-40 - Adopting the Tentative Millage Rate for FY21 for Eastport CRA Tax Increment District

Motion to adopt Resolution No. 20-40 adopting the Community Redevelopment Agency for Eastport Business Center FY2021 tentative

millage rate of 4.6622 mills per \$1,000.00 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

11. Resolution No. 20-41 - Adopting the Tentative Operating Budget for FY21 for Eastport CRA Tax Increment District

Motion to adopt Resolution No. 20-41 adopting the Community Redevelopment Agency for Eastport Business Center FY2021 tentative operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by roll call vote with Council Members Marilyn Ford and Chase Tramont voting no.

Motion to direct the City Clerk to publish an advertisement providing notice of the City of Port Orange City Council's intent to adopt the final millage rate and final operating and capital budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center complying with the budget summary requirements of law was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

Mayor Don Burnette also announced the foregoing general operating budget/millage levy, there is a voter approved millage levy of .2519 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities.

A Public Hearing will be held on September 23, 2020, at 6:30 P.M. in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida, to discuss and adopt a final millage rate, the final operating and final capital budget for FY2021 for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center.

ADJOURNMENT - 7:58 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B7a) Ratification for the emergency repairs to the East Influent Pump Station located at the Water Reclamation Facility to Danus Utilities, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve an Emergency Standard Contract for Services to Danus Utilities, Inc. for emergency repairs at the Water Reclamation Facility in an amount not to exceed \$104,975; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY:

On July 13, 2020, the Water Reclamation Manager reported a problem with the influent pump discharge line located by the east influent pump station at the Water Reclamation Facility.

The Water Reclamation Facility has three pumps in the east influent pump station. These pumps require cleaning three times per week and the station is cleaned out twice per year. The valves that close off these pumps are no longer functioning properly. The raw sewage coming from the collection system is hampering the ability to safely clean the pumps and/or the station.

While the design for the replacement of the valves and pumps is currently underway, we still need to clean out these pumps and clean the station itself several times before the completion of the project.

The staff at the Water Reclamation Facility solicited quotes for this repair from outside contractors. We received the following:

- | | |
|----------------------------------|-----------|
| • Danus Utilities, Inc. | \$104,975 |
| • RCM Utilities, LLC | \$107,973 |
| • SGS Contracting Services, Inc. | \$166,700 |

Due to the current weather conditions and peak hurricane season, this repair has been moved up to a more urgent need. Staff is requesting an emergency purchase order be issued as soon as possible so that the vendor can order all the necessary materials without further delay. The Director has officially declared this as an emergency under the City's Purchasing Ordinance, Section 2-271, Emergency Purchased over \$25,000 will require ratification by Council at the first available meeting. A place holder has

been placed on the August 19,2020 under item #2020-9923.

Project Funding Account No.: Fund- 403 Water and Sewer R&R, Cost Center:
No.: SSP Water and Sewer, Program: Wastewater Treatment, Spend Category:
002 Sewer- Capital, Project SSP002

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Danus Utilities, Inc. - Vendor Signed Standard Contract for Services	Danus Utilities, Inc. - Vendor Signed Standard Contract for Services.pdf
2.	SSP002 - 403 Fund Balance	SSP002 - 403 Fund Balance.pdf
3.	Req #000716	Req #000716.pdf
4.	Danus Utilities	Danus Utilities.docx
5.	RCM Utilities, LLC	RCM Utilities, LLC.pdf
6.	SGS Quote	SGS Quote.pdf
7.	Purchasing Emergency Policy	Purchasing Emergency Policy.pdf
8.	Memo -- EILS Emergency Repair REVISED SP 7-27-20	Memo -- EILS Emergency Repair REVISED SP 7-27-20.pdf

Julia Wiggins	Created/Initiated - 7/20/2020
Kynah Cockcroft	Approved - 7/21/2020
Junos Reed	Approved - 7/21/2020
Steve Parnell	Approved - 7/27/2020
Lynn Stevens	Approved - 8/25/2020
Lupe Reyna-Coffin	Approved - 9/9/2020
Scott Neils	Approved - 9/10/2020
Matthew Jones	Approved - 9/10/2020
Jake Johansson	Approved - 9/10/2020
Robin Fenwick	Final Approval - 9/10/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, 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 **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide repairs to the discharge line at the water reclamation facility east inhouse lift station, pursuant to Contractor's quote dated July 14, 2020, attached hereto as Exhibit "1" and made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be commence upon issuance of a written Notice to Proceed executed by the City and continue until December 30, 2020 ("Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the 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 by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed One Hundred Four Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$104,975.00). 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 Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit 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
☒	Workers' Compensation 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.	Contract Amount Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	Limits Statutory/\$500,000 Statutory/\$1,000,000	☐ 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)	Limits: 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.	Limits: 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>	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>	
☐	Contractor 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 \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Danus Utilities, Inc.
Attention: Dan J. Pardus, President
2320 Beardall Avenue
Sanford, Florida 32771
(386) 882-6200 – Telephone
Raymond@danusutilities.com

P.O. Box 291671
Port Orange, Florida 32129

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]
Printed Name: Raymond E. Rogers

[Signature]
Printed Name: Andrew Darling

DANUS UTILITIES, INC.

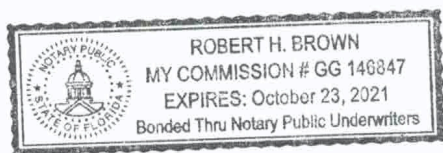
By: [Signature]
Dan J. Pardus, President

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: 8/3/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 3 day of August, 2020, by Dan J. Pardus, as President of Danus Utilities, Inc., a Florida corporation. He X personally known or ___ produced PK as identification.



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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

M.H. Johansson, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

Contractor's Quote

Consisting of 1 Page



Proposal #: 022820-4R

Date: 7/14/2020

Submitted to: Brent

Company: City of Port Orange

Email: brreed@port-orange.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: 30" Emergency Pump Out & Valve (City of Port Orange)

We are pleased to quote labor for labor and materials to include:

- Install dewatering pipes, header & pump to remove ground water.
- Remove approximately 10ft x 10ft of asphalt roadway
- Excavate to expose pipe for fitting installation.
- Provide vactor to remove water & debris from force main pipe.
- Cut section out of force main for new fitting & valve installation.
- Furnish & Install (1) 30" MJ gate valve with MJ Restraints.
- Furnish & Install (1) 30" MJ Tee with MJ Restraints.
- Furnish & Install (1) 30" Flange adapter on pipe 2ft above grade with blind flange and 2" tap for future by-pass connection.
- Backfill & compact excavated area.
- Install asphalt patch for area that was remove and/or damaged during installation.
- Restoration of grass area with bahia sod.
- Re-installation of existing pipe supports and hangers.
- Furnish the city a Bond for this contracted work.

TOTAL: \$104,975.00

NOTE: The city to provide the 30" Ductile Iron pipe on this project.

Terms Net 45 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers

Raymond@danusutilities.com

386-882-6200

CPO Budget vs Actuals for Cost Center

02:06 PM

07/20/2020

Page 1 of 1

Repeat By: Fund

Company: City of Port Orange

Cost Center(s): Cost Center: Water and Sewer

Period: FY2020 - Jul

Plan Structure: Annual Budget Detail

Fund: 403 Water & Sewer R&R Fund

Book: Modified Accrual

Worktags: Project: SSP002 U Sewer Plant Replacement

Has No Program: No

Exclude Projects?: No

Ledger Account	403 Water & Sewer R&R Fund								
	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Revenues	0	0	0	0	0	0	0	0	0.00%
Total revenues	0	0	0	0	0	0	0	0	0.00%
Operating Expenditures	0	0	0	0	0	0	0	0	0.00%
Personnel	0	0	0	0	0	0	0	0	0.00%
Capital Outlay	0	1,435,036	0	20,809	0	840,425	861,234	573,802	60.01%
600000:Capital Outlay	0	1,435,036	0	20,809	0	840,425	861,234	573,802	60.01%
Debt Service	0	0	0	0	0	0	0	0	0.00%
Total expenditures	0	1,435,036	0	20,809	0	840,425	861,234	573,802	60.01%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	0	(1,435,036)	0	(20,809)	0	(840,425)	(861,234)	(573,802)	(60.01%)

Req #060716
Keyed 7/20/2020
JW

CITY OF PORT ORANGE
PUBLIC WORKS & UTILITIES DEPARTMENT
INTER-DEPARTMENTAL
REQUISITION REQUEST

Date: 07/20/20

Vendor: Danus Utilities, Inc.

Ship to: WRF

Contract Number

Requisition Type: Service Purchase

Requisition Number: _____

WORKDAY EXPENSE (Crosswalk on SharePoint)

Old Finance Account Number

Fund ID: 403
Fund Name: Water & Sewer R&R
Cost Center: Water & Sewer
Program: Wastewater Treatment
Spend Category: Sewer - Capital
Additional Work tag
- Project: SSP002
Amount: \$104,975.00

Quantity	Item Description	UOM	Unit Cost	Extended Cost
	Professional services relating to the			\$ 104,975.00
	emergency pump out and valve			
	project for the digester located			
	at the Water Reclamation Facility			
	CC approval set for 8/19/2020			
	Item # 2020-9923			
Total:				\$ 104,975.00

Memo to Vendors
(PRINT ON PO):

Emergency - See Proposal #022820-4R dated 7/14/2020. Please note- No work will be started until an official Notice
to Proceed issued with a commencement dated and a final completion dated. The purchase order alone is for the purpose
of ordering materials only.

Internal Memo & City
Manager Info:

See Department justification memo for information

Vendor Name	Total Amount

Division Manager / Project Manager

Business Manager



Proposal #: 022820-4R

Date: 7/14/2020

Submitted to: Brent

Company: City of Port Orange

Email: brreed@port-orange.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

Job Description: 30" Emergency Pump Out & Valve (City of Port Orange)

We are pleased to quote labor for labor and materials to include:

- Install dewatering pipes, header & pump to remove ground water.
- Remove approximately 10ft x 10ft of asphalt roadway
- Excavate to expose pipe for fitting installation.
- Provide vactor to remove water & debris from force main pipe.
- Cut section out of force main for new fitting & valve installation.
- Furnish & Install (1) 30" MJ gate valve with MJ Restraints.
- Furnish & Install (1) 30" MJ Tee with MJ Restraints.
- Furnish & Install (1) 30" Flange adapter on pipe 2ft above grade with blind flange and 2" tap for future by-pass connection.
- Backfill & compact excavated area.
- Install asphalt patch for area that was remove and/or damaged during installation.
- Restoration of grass area with bahia sod.
- Re-installation of existing pipe supports and hangers.
- Furnish the city a Bond for this contracted work.

TOTAL: \$104,975.00

NOTE: The city to provide the 30" Ductile Iron pipe on this project.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers

Raymond@danusutilities.com

386-882-6200

RCM UTILITIES, LLC
100 W. MILLS AVE
EUSTIS, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Port Orange
817 Oak Street
Port Orange, FL 32127 us

ESTIMATE # 1777

DATE 07/13/2020

EXPIRATION DATE 08/13/2020

JOB NAME

30" Pump out and Valve

DATE	DESCRIPTION	AMOUNT
	- Install dewatering pipes, header & pump to remove ground water. - Remove approximately 10ft x 10ft of asphalt roadway - Excavate to expose pipe for fitting installation. - Provide vactor to remove water & debris from force main pipe. - Cut section out of force main for new fitting & valve installation. - Furnish & Install (1) 30" MJ gate valve with MJ Restraints. - Furnish & Install (1) 30" MJ Tee with MJ Restraints. - Furnish & Install (1) 30" Flange adapter on pipe 2ft above grade with blind flange and 2" tap for future by-pass connection. - Backfill & compact excavated area. - Install asphalt patch for area that was remove and/or damaged during installation. - Restoration of grass area with bahia sod. - Re-installation of existing pipe supports and hangers. - Includes payment and performance bonding.	111,473.00
TOTAL		\$111,473.00

Accepted By

Accepted Date



SGS CONTRACTING SERVICES, INC.
PO BOX 908, HIGH SPRINGS, FL 32655
(386) 361-5300
www.sgscsi.com

PROPOSAL

PROJECT: Port Orange WRF 30" Emergency Pump Out & Valve

DATE: 06-08-2020

SCOPE OF WORK

1	SCOPE					
2	Generally speaking, our scope of work consists of the construction of an emergency pump-out connection on the existing 30" buried					
3	headworks piping. The work shall include intercepting the existing pipeline and cutting in a tee and valve assembly to allow for an					
4	above-grade pump out connection. Actual location of the work TBD by City Staff prior to beginning work. Note: This proposal is					
5	based upon an invert depth not to exceed 8'-0" BLS.					
6						
7						
8						
9						
10	DOCUMENTS	INCLUDED (Yes/No)				
11		Yes	No		N/A	Comments
12					X	
13	GENERAL PROVISIONS	Yes	No		N/A	Comments
14	Building Permits		N			
15	Insurance: GL - \$1MM/\$2MM	Y				
16	Insurance: AUTO - \$1MM	Y				
17	Insurance: UMBRELLA - \$5MM	Y				
18	Insurance: POLLUTION LIABILITY - \$1MM/\$2MM	Y				
19	Insurance: WORK COMP - \$1MM	Y				
20	Payment & Performance Bond		N			ADD 1.50%
21	Survey:		N			
22	Material Testing: Compaction Only	Y				
23	Temporary Power		N			
24	Fees and Usage Costs for Electricity and/or Water Usage		N			
25	SITEWORK & EARTHWORK	Yes	No		N/A	Comments
26	Asphalt Demo & Disposal, Patching	Y				
27	Excavation & Dewatering (onsite disposal of water from dewatering activities)	Y				
28	Reuse Existing Soil for Fill Dirt	Y				
29	General Cleanup of Work Area at Completion	Y				
30	Sod & Restore Work Area	Y				
31	Concrete Cutting and Coring		N			
32	CONCRETE	Yes	No		N/A	Comments
33						
34	MISC. METALS	Yes	No		N/A	Comments
35	Pipe Supports (Re-Install Existing)	Y				
36	PAINT & COATINGS	Yes	No		N/A	Comments
37	Coatings: Pipe (new only)	Y				
38	PROCESS EQUIPMENT	Yes	No		N/A	Comments
39						
40	PROCESS PIPING	Yes	No		N/A	Comments
41	Due to the nature of this task and since detailed drawings are not available, the following will be provided:					
42	30" MJ Gate Valve w/ Restraints	Y				
43	30" MJ Tee w/ Restraints	Y				
44	30" Megaflange Adapter w/ SST Hardware	Y				
45	30" FL x PE Riser (terminating at 24" +/- above grade)	Y				
46	30" Blind Flange w/ 2" Tap	Y				

[illegible]

- Petty cash replenishment.
- Postage.
- Registration fees.
- State fees (unemployment compensation).
- Travel reimbursement.
- Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to City-owned property.
- Supplies, equipment and vehicles purchased at a public auction.
- Purchases from other governmental agencies, including City boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.
- Purchase, sale, lease or rental of real property.
- Items for resale when purchased in compliance with the restrictions listed below:
 - a) Items purchased are exclusively for resale;
 - b) Items include brand name specifications significant to their retail sales appeal; and
 - c) Items, after reasonable expected resale, result in no cost to the City.

Exempt purchases over \$25,000.00 are subject to City Manager approval and may be submitted to Council for approval at the City Manager's discretion.

Emergency Purchasing

Emergency purchases are for goods and services necessary due to certain emergency conditions that may affect the health, safety, and/or welfare of the citizens or staff of the City, in accordance with City Ordinance, Sec. 2-271.

The City may forgo the requirements for competitive solicitations and the City Manager may make necessary purchases in preparation of, or during an emergency. Quotes must be obtained from at least two (2) vendors and documented with the purchase request, unless the City determines that the time required to obtain quotes will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City. Emergency purchases must be approved by the City Manager prior to making the purchase.

An emergency is defined as an unplanned or unexpected event that requires immediate action to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and

planned refurbishment do not constitute emergencies.

Emergency acquisitions exceeding \$25,000.00 are subject to approval by City Council and will be ratified at the next regularly scheduled meeting, or as soon as practicable.

The agenda item must be submitted by the requesting department and must state the reason for the emergency purchase, the cause of the emergency, and the financial or operational damage or risk that would have occurred without the purchase.

COMPETITIVE SOLICITATIONS

The competitive solicitation process must be used for the procurement of goods and services estimated to exceed \$25,000.00. The Purchasing Division prepares a formal, sealed solicitation. Types of solicitations include Invitation to Bid (ITB), Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ), Request for Information (RFI), and Invitation to Negotiate (ITN).

Invitation to Bid (ITB)

The Invitation to Bid is used for the purchase of commodities or services where the scope can be specifically defined. The ITB defines the specific commodity or service to a degree that cost is the only difference between bid submissions. Generally, the ITB is awarded to the lowest responsive and responsible bidder(s) in accordance with the lowest and best bidder criteria below.

An ITB is typically used when off-the-shelf goods or standard services are widely available and will meet the City's desired needs. In addition, concerns about vendor qualifications can be easily addressed by a simple submittal with the bid, such as a copy of an occupational license, certification by the manufacturer that vendor is a trained/authorized provider, satisfactory references, etc.

Development of the ITB - The Purchasing Division is responsible for compiling the overall ITB document.

1. Requests are received from departments and a meeting is scheduled to review bid requests, requirements and specifications.
2. Purchasing works with the requesting department in developing the specifications. The specifications must be clearly defined and include sufficient detail to promote maximum and fair competition.
3. Outside vendors may be contacted to review the preliminary bid specifications for minimum requirements, adequacy, uncertainty and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City.
4. The Department works with Purchasing to develop the price sheet and other key documents that will be required in the solicitation.



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities
Julia Wiggins, PW & PU Business Manager

FROM: Chris Wall, Water Reclamation Facility Manager

DATE: July 13, 2020

SUBJECT: Requisition – Danus Utilities – Discharge Line from EILS

REQUEST:

The Water Reclamation Facility Manager requests approval of an Emergency Contract to for Danus Utilities, Inc. for the installation of a new 30" influent discharge valve located at the Water Reclamation Facility in an amount not to exceed \$104,975.

PURPOSE:

The purpose of this request is to repair the discharge line from the East Inhouse Lift Station (EILS) for the Water Reclamation Facility.

CONSIDERATION:

On July 13, 2020, the Water Reclamation Manager reported a problem with the influent pump discharge line located by the EILS at the Water Reclamation Facility.

The Water Reclamation Facility has three pumps in the EILS. These pumps require cleaning three times per week and the station is cleaned out twice per year. The valves that close off these pumps are no longer functioning properly. The raw sewage coming from the collection system is hampering the ability to safely clean the pumps and/or the station. Installation of a new 30" isolation valve is needed to stop incoming sewage so staff can safely perform cleaning and maintenance on the pumps located in the EILS. Failure to fix this problem could result in a Sanitary Sewer Overflow (SSO) within the City of Port Orange. An SSO is a reportable event to the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA). Both can carry substantial daily fines for the amount of sewage released onto the ground and surrounding waterbodies. Installation of a new 30" valve is necessary to avoid such events.

While the design for the replacement of the valves and pumps is currently underway, we still need to clean out these pumps and clean the station itself several times before the completion of the project.

The staff at the Water Reclamation Facility solicited quotes for this repair from outside contractors. We received the following:

- | | |
|----------------------------------|-----------|
| • Danus Utilities, Inc. | \$104,975 |
| • RCM Utilities, LLC | \$107,973 |
| • SGS Contracting Services, Inc. | \$166,700 |

Due to the current weather conditions and peak hurricane season, this repair has been moved up to a more urgent need. Staff is requesting an emergency purchase order be issued as soon as possible so that the vendor can order all the necessary materials without further delay. The Director has officially declared this as an emergency under the City's Purchasing Ordinance, Section 2-271, Emergency Purchased over \$25,000 will require ratification by Council at the first available meeting. A place holder has been placed on the August 19, 2020 under item #2020-9923.

FUNDING:

Fund: 403 – Water and Sewer R&R
Cost Center – Water and Sewer
Program – Wastewater Treatment
Spend Category – Sewer Capital
Additional Worktag (Project) – SSP002 – Sewer Plant Replacement
Budget - \$573,802

RECOMMENDATION:

The Water Reclamation Facility Manager recommends approval of an Emergency Contract for Services to Danus Utilities, Inc for the installation of a new 30" influent discharge valve located at the at the Water Reclamation Facility in an amount not to exceed \$104,975.

ANTICIPATED SCHEDULE:

- a.) Anticipated Approval – July 24, 2020
- b.) Project Completion – December 31, 2020

ATTACHMENTS:

- a.) Requisition
- b.) Quotations
- c.) Purchasing Policy
- d.) Poof of Funding
- e.) COI

/cjw



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B7b) Renewal of worker's compensation, property, auto, liability and surplus lines of insurance through Preferred Government Insurance Trust (PGIT)

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve expenditure authority for a one-year renewal of lines of coverage with Preferred Government Insurance Trust consistent with this agenda item, and to delegate authority to the City Manager to finalize and execute any required documents with PGIT for renewal effective October 1, 2020.

SUMMARY: On August 21, 2018, Council approved an initial two year term for insurance policies brokered through Brown & Brown for Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Worker's Compensation from 10/01/2018 through 09/30/2020 pursuant to RFP 18-22 with Preferred Government Insurance Trust (PGIT). The RFP provided for an initial term of one year (10.01.2018 through 09.30.2019), with four optional one-year renewals, subject to written agreement of the parties, approval of City Council, and approval of the budget for the then-current fiscal year. Upon initial contract, Brown & Brown offered a two-year rate guarantee, subject to NCCI Experience Modification factors, changes to scheduled property, inland marine and automobile, number of employees, and payroll.

On September 17, 2019, Council approved the second-year renewal of the policies for the period 10.01.2019 – 09.30.2020.

Brown & Brown has submitted its proposal for the third-year term (10.01.2020 – 09.30.2021). The Insurance Proposal attached will provide the policy form and details.

There have been a number of known factors this year which would lead to an expected increase in premium. Staff has done an evaluation of current claims and insured values versus current premium and market and is recommending renewal. Insurance is an exempt purchase pursuant to Section 2-267(b)(16) of the City of Port Orange Code of Ordinances.

The largest increase in premium this year is related to property and automobile coverage. The City is coming off a two-year rate guarantee. The City's rates were locked at early 2018 pricing. Property rates increased across the general marketplace in late 2018 and again in 2019 and 2020. The property insurance market has continued to harden over the last several years due to property losses nationwide. While PGIT writes only Florida public entities, it purchases its Excess of Loss coverage from the

marketplace that has been hit by catastrophic losses across the country. Similar trends of increased losses and premiums are being seen on the automobile coverage side, paired with a shrinking market.

A summary of the changes in insured values is attached. Total insured values on property increased from \$112,859,206 to 112,949,206. Inland Marine (equipment not licensed to drive on public roadways, etc.) values increased from \$4,761,087 to 4,963,240. Generally, payroll increased by approximately \$291,000 which impacts various lines of insurance including General Liability, Worker's Compensation, and Public Officials Liability. In FY20 the City insured 288 auto units with a total insured value of \$15,022,642; for FY21 the City is insuring 291 units with a total insured value of \$15,254,071. The City's modification factor was reduced from 1.11 to 1.01 based on a reduced exposure in worker's compensation claims. However, the City has higher loss ratios on other lines such as related to general liability and automobile coverage.

Page 21 of the attached proposal details the expiring and renewal premiums for each line of coverage. Overall, the proposal represents an increase in total premiums of \$92,609(9.56%) compared to FY20.

Funding is subject to approval of the FY21 budget. The request is within the current Department Budget request for FY21.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	20200831 Proposal FY 21 - Revised II	20200831 Proposal FY 21 - Revised II.pdf
2.	Comparison FY20 vs. FY21	Comparison FY20 vs. FY21.pdf

Grace Stewart	Created/Initiated - 8/25/2020
Jamie Miller	Approved - 8/27/2020
Lupe Reyna-Coffin	Approved - 9/9/2020
Scott Neils	Approved - 9/9/2020
Matthew Jones	Approved - 9/9/2020
Jake Johansson	Approved - 9/10/2020
Robin Fenwick	Final Approval - 9/10/2020

CITY OF PORT ORANGE

INSURANCE PROPOSAL

***Preferred Package and Workers' Comp
Federal Insurance Co. Equipment Breakdown
Travelers Casualty & Surety Crime***

Effective: 10/01/2020 – 10/01/2021

Revised 8/31/2020

Presented By:

**Bobbi Barlow, CPCU
Senior Vice President**

**Joy Glaug
Account Manager**

**Nicole Rose
Marketing Analyst**



**220 South Ridgewood Avenue
Daytona Beach, FL 32114**

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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* *All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Bobbi Barlow
Email	bbarlow@bbdaytona.com
Phone	(386) 239-5724
ACCOUNT MANAGER	Joy Glaug
Email	jglaug@bbdaytona.com
Phone	(386) 239-4070
CLAIMS ANALYST	Tiffany Harbin
Email	tharbin@bbdaytona.com
Phone	(386) 333-6082
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

***Preferred* Governmental Insurance Trust Excess Insurance Structure**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preliminary *Preferred* Governmental Insurance Trust
MUNICIPALITY EXCESS INSURANCE STRUCTURE 20-21

Statutory Limits	All Property Insured by Trust						
	\$340,000,000 Total Limit						
Arch Insurance Company	Arch Specialty Chubb Custom Colony Specialty Endurance UK General Star Indemnity Ironshore Lloyds Markel RSUI Westport Insurance \$140,000,000 (Excess over Tower 1 & Tower 2)		\$1,000,000	Higher Limits Available \$1,000,000 Per Occurrence Limit			
\$1,000,000			Beazley	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.
Great American E&S Ins. Com.							
\$1,000,000 Retention							
	\$100,000,000 AWAC Arch Specialty Beazley Berkshire Hathaway Chubb Custom Endurance UK Endurance Am Spc Hanover Lloyd's Ironshore Lloyds Neon Lloyds RSUI Starr Surplus Westchester (Tower 1)	\$100,000,000 AWAC Arch Specialty Berkshire Hathaway Brit USA Colony Ins. Co. Endurance UK Endurance Am Spc. Everest Independent Specialty Interstate Fire Ironshore Lloyds Navigators RSUI Starr Westchester Westport Ins (Tower 2)		\$200,000 Retention	\$200,000 Retention	\$150,000 Retention	\$100,000 Retention
	\$25,000		\$10,000				
Workers' Compensation	Property Inland Marine and Automobile PD		Active Assailant	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Building & Contents Total Insured Values – Blanket	\$112,949,206
Flood Limit Per Occurrence and Aggregate <i>Excess of NFIP, whether purchased or not</i>	\$2,000,000
Earth Movement Per Occurrence and Aggregate	\$2,000,000
Terrorism	\$5,000,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Deductibles:	
Named Windstorm based on TIV per Occurrence/Per Location Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	3% \$35,000
Flood any one Occurrence Except All Zones A, V excess of NFIP, whether purchased or not	\$25,000
All Other Perils Per Occurrence	\$25,000
Earth Movement Per Occurrence	\$25,000
Terrorism Per Occurrence	\$25,000

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals – Annual aggregate	\$5,000
Business Income	\$1,000,000
Extra Expense	\$1,000,000
Debris Removal, whichever is Greater, Per Occurrence	\$250,000/25% of Loss
Demolition, Ordinance, Increased Cost of Construction	\$500,000
Duty to Defend	Included
Errors & Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense – when caused by a covered loss other than fire or by flood	\$50,000
Lawns, Plants, Trees & Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Others	\$50,000
Pollution Cleanup Expense Aggregate Limit	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Vehicle Property Coverage	\$0

Property Newly Acquired Locations
During the PROPOSED Coverage Agreement period, carrier will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement.
If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, an additional annual premium will be invoiced by endorsement.

Note: Port Orange is scheduled for a property appraisal from Asset Works in the year 2021. They cannot confirm an exact date due to COVID delays. If the appraisal is completed before August 2021, a midterm endorsement will be processed, and the premium will be adjusted based on the appraised values. If this occurs after August 2021, no mid-term endorsement will be issued.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Form
Public Entity Flood Coverage Form
Public Entity Equipment Breakdown Coverage Form
Common Agreement: Consent to Settle
Minimum Earned Premium – 25%
Exclusions:
• War, Military Action and Terrorism
• Pollution
• Nuclear Reaction
• Utility Failure, Except as Provided Under Special Property Coverages
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
• Building Ordinance Enforcement
• Mold/Fungus
• Earthquake
• Water, Except as Provided Under Extensions of Coverage
• Asbestos
• Inventory Shortage
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill
Property Not Covered:
• Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
• Aircraft
• Vehicles licensed or designed for highway use
• Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
• Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
• Accounts, Records, Bills, Valuable Papers, Abstracts, Deeds, Manuscripts, Currency, Evidence of Debt, Money Notes or Securities, Unless Scheduled in the Declarations
• Dams, Dikes or Levees
• Contraband or Property in the Course of Illegal Transportation or Trade
• Property Covered Under Import or Export Ocean Cargo Policies; Property You Transport as a Common Carrier; Property Shipped by Mail, Unless Sent Registered or Certified
• Watercraft, unless loss is from a specified peril

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE

Client ultimately chooses value insured

Description of Coverage:	Limits of Coverage:
Blanket Limit	
Property Damage	\$120,000,000
Business Income/Extra Expense –	\$1,000,000
Extended Period Unlimited	
Off Premises Property Damage	\$100,000
Deductible	\$25,000
Unintentional Errors or Omissions	\$1,000,000
Deductible	\$25,000
Newly Acquired Premises	365 Days
Electronic Data	\$1,000,000
Pollutant Clean Up or Removal	\$250,000
Business Income Loss of Utilities	\$1,000,000
Business Income Pollutant Clean-Up or Removal	\$250,000
Ammonia Contamination Property Damage	\$100,000
Debris Removal	\$100,000
Fungus Clean-Up or Removal	\$50,000
Pair and Set	\$50,000
Preparation of Loss Fees	\$50,000
Business Income Dependent Business Premises	\$100,000
Business Income Preparation of Loss Fees	\$50,000

\$250,000 Blanket Limit of Insurance:
Electronic Data
Expediting Expenses
Public Safety Service Charges
Spoilage – Scheduled Locations
Spoilage – Utility Owned Equipment
Water Damage

Deductibles:	
Property Damage	\$25,000
Business Income	24 Hours
Dependent Business Premises	24 Hours
Loss of Utilities	24 Hours

Federal Insurance Company

PROPOSED EQUIPMENT BREAKDOWN COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
Premium Summary
How to Report a Loss
AOD Policyholder Notice
Important Notice – Certificate & Handling Fees
Important Notice – Terrorism
Important Notice – NY Location Inspections
Title Page
Insuring Agreement
Property Declarations with Premise Locations
Supplemental Declarations – Property
Supplementary Declarations – Business Income
Property Damage Contract
Property/Business Income with Extra Expense
Property/Business Income Conditions and Definitions
Florida Mandatory – Conditions
Special Waiting Period Provision Added
Cap on Certified Terrorism Losses
Ammonia Contamination Property Damage

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine (\$25,000 Max Per Item excluding watercraft)	\$1,000,000
Valuable Papers & Records	\$500,000
Scheduled Inland Marine	\$3,463,240
Total All Inland Marine	\$4,963,240

Deductibles:	
Per Occurrence	Varies – See Schedule

Valuation:
Agreed Value

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Forms
Minimum Earned Premium – 25%

Travelers Casualty & Surety Company of America

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Description of Coverage:	Limits of Coverage:
Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises (Money, Securities, Other Property)	\$1,000,000
In Transit (Money, Securities, Other Property)	\$1,000,000
Money Orders & Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Claim Expense	\$5,000
Social Engineering Fraud	\$100,000

Retentions:	
Employee Theft	\$10,000
Forgery or Alteration	\$10,000
On Premises (Money, Securities, Other Property)	\$10,000
In Transit (Money, Securities, Other Property)	\$10,000
Money Orders & Counterfeit Money	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000
Claim Expense	\$0
Social Engineering Fraud	\$10,000

Forms, Endorsements & Exclusions Include (but are not limited to):

Standard Policy Forms, Endorsements & Exclusions as issued by Carrier
 Removal of Short-Rate Cancellation Endorsement
 Crime Declarations Page
 Government Entity Crime Endorsement - Faithful Performance of Duty
 Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors
 Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
 Social Engineering Fraud Insuring Agreement Endorsement
 Amendatory Endorsement for Certain ERISA Conditions
 Florida Changes Endorsement
 Florida Cancellation or Termination Endorsement
 Telecommunication Fraud Insuring Agreement Endorsement
 Replace Exclusion BB. Endorsement: Crime policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan.

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial General Liability: Occurrence Form	Limits of Coverage:
Bodily Injury and Property Damage	\$2,000,000
Personal Injury & Advertising Injury	Included
Products / Completed Operations	Included
Fire Damage	Included
Medical Expense (Any One Person)	\$2,500

Employee Benefits Liability: Occurrence Form	Limits of Coverage:
Per Person	\$2,000,000

Other Coverage: Occurrence Form	Limits of Coverage:
Herbicide & Pesticide Aggregate	\$1,000,000
Sewer Backup & Water Damage	
No Fault	\$10,000
At Fault	\$200,000
Aggregate	\$200,000
Bert J Harris Jr. Private Property Rights Protection Act	\$300,000

Law Enforcement Liability: Occurrence Form	Limits of Coverage:
Per Person	\$2,000,000
Per Occurrence	\$2,000,000
Deductible	\$0

Defense Cost is Outside of Limits
Does Not Erode the Limit for General Liability, Law Enforcement Liability

Deductibles: does not apply to defense cost	
General Liability per Occurrence	\$0
Employee Benefits Liability per Occurrence	\$0

Rating Basis:

Rating Basis:	Exposure:
General Liability – Ratable Payroll	\$17,686,676
Law Enforcement Liability – Number of Officers	
Full Time	95
Part Time	1
Volunteer	0

Premium is Not Subject to Annual Audit
25% Minimum Earned Premium

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE (Continued)

Higher limits may be available upon request

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity General Liability Coverage Form
Public Entity General Liability Employee Benefits Liability Coverage Form
Public Entity General Liability Preferred Endorsement

Preferred Governmental Insurance Trust

**PROPOSED DEADLY WEAPON PROTECTION LIABILITY
COVERAGE**

Higher limits may be available upon request

Deadly Weapon Protection Coverage: <i>Claims Made</i>	Limits of Coverage:
Each Event	\$1,000,000
<i>Sub-limits (these limits do not increase the event limit)</i>	
Crisis Management Services	Included
Counseling Services	\$250,000
Funeral Expenses	\$250,000
<i>Retroactive Date</i>	<i>10/01/2019</i>

Claims Expenses are Included in the Limits of Liability

Deductibles:	
Each Event	\$0

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
PGIT MN040 1019 Active Assailant Declarations (defines limits and sub-limits)
PGIT MN400 1019 Deadly Weapon Third Party Liability Claims Made Coverage

**Premium is Not Subject to Annual Audit
25% Minimum Earned Premium**

Note:

Coverage Highlights: Broad definition of Deadly Weapon Event, 24-hour Crisis response Team Services

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE

Higher limits may be available upon request

Public Officials Liability: Occurrence Form	Limits of Coverage:
Each Claim and Annual Aggregate	\$2,000,000
Deductible: per Wrongful Act	\$0

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Supplementary Payments of Public Officials Liability:	Sub – limits:
Pre-Termination per Employee	\$2,500
Annual Aggregate	\$5,000
Non-Monetary – Defense and Claims Expense Aggregate	\$100,000

Employment Practices Liability: Occurrence Form	Limits of Coverage:
Per Occurrence and Annual Aggregate	\$2,000,000
Deductible: per Wrongful Act	\$0

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Cyber Liability / Media Content Services, Network Security & Privacy Liability Endorsement: Claims Made	Limits of Coverage:
Each Claim and Annual Aggregate	\$2,000,000
Voluntary Notification Endorsement	Included
Payment Card Industry Data Security Standard (PCIDS) Sublimit	\$500,000
Social Engineering (Sublimit)	\$250,000
(I-A) Media Content Services Liability	
(I-B) Network Security Liability	
(I-C) Privacy Liability	
(II-A) First Party Extortion Threat	
(II-B) First Party Crisis Management	
(II-C) First Party Business Interruption	
Retroactive Date	10/01/2016
Deductible: per Wrongful Act	\$25,000*

Defense Costs are in Included in the Policy Limit (Company Appoints Counsel)

***Expiring Deductible: \$0 (Changed Effective 2020)**

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE *(Continued)*

Higher limits may be available upon request

Rating Basis:

Classification:	Exposure:
Payroll	\$23,682,640
Full Time Employees	433
Part Time Employees	24
Volunteers	168

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Officials & Employment Practices Liability Coverage Form (Occurrence)
Media Content Services, Network Security, and Privacy Liability Endorsement (Claims Made)

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:	
Bodily Injury & Property Damage	1	\$1,000,000	Combined Single Limit
Personal Injury Protection Statutory	5	\$10,000	Each Person
Medical Payments	2	\$2,500	Each Person
Owned Physical Damage Comprehensive Collision	2	ACV \$1,000 \$1,000	or Cost of Repair Deductible Deductible
Hired Physical Damage Comprehensive Collision	8	\$35,000 \$1,000 \$1,000	Limit Deductible Deductible

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Automobile Coverage Form
Public Entity Automobile – Florida Changes
Public Entity Automobile – Florida Personal Injury Protection
Public Entity Automobile – Pollution Liability – Broadened Coverage for Covered Autos
Public Entity Automobile – Mutual Aid Form
Subject to favorable motor vehicle reports

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

25% Minimum Earned Premium

Renewal Rating basis: (As of 8/31/20) 291 Total units (286 Power units, 4 motorcycles, 1 trailer)

Expiring Rating basis: Total 288 units (278 Power units, 9 motorcycles, 1 trailer)

Preferred Governmental Insurance Trust

PROPOSED WORKERS' COMPENSATION COVERAGE

Employers Liability Coverage:	Limits of Coverage:
Bodily Injury by Accident – Each Accident	\$1,000,000
Bodily Injury by Disease – Aggregate	\$1,000,000
Bodily Injury by Disease – Each Employee	\$1,000,000

Class Code:	Description:	Payroll:
5509	Street or Road Maintenance & Drivers	\$430,318
7520	Waterworks Operation & Drivers	\$2,610,498
7580	Sewage Disposal Plant Operation & Drivers	\$534,702
7704	Fire Patrol or Protective Corps & Drivers	\$4,174,293
7720	Police Officers & Drivers	\$5,995,964
8380	Automobile Service or Repair Center & Drivers	\$344,007
8810	Clerical Office Employees	\$5,864,009
8820	Attorney – All Employees	\$0
8831	Hospital – Veterinary & Drivers	\$61,968
9015	Building or Property Management	\$384,786
9102	Lawn Maintenance – Commercial	\$1,910,169
9410	Municipal, Township, County or State Employee	\$1,371,926
	2020 Total Projected Payroll	\$23,682,640
	<i>Manual Premium</i>	\$723,128
	**Deductible: \$25,000 – NO AGGREGATE STOP LOSS AVAILABLE W/PREFERRED	(\$144,626)
	Safety Program (2% Credit)	(\$11,570)
	Drug-Free Workplace (5% Credit)	(\$28,347)
	<i>Subtotal</i>	\$538,585
	Experience Modification (1.01)	\$5,386
	Schedule Rating	(\$93,310)
	Premium Discount	(45,615)
	Expense Constant	\$160
	Total Estimated Premium	\$405,206

Forms, Endorsements & Exclusions Include (but are not limited to):

Policy Forms, Endorsements & Exclusions as issued by Carrier

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures as Proposed:	2019 Expiring	2020 Renewal
Property Values	\$ 112,859,206	\$ 112,949,206
Inland Marine Values	\$ 4,761,087	\$ 4,963,240
Vehicle / Trailer Units	288	291
Automobile - Physical Damage Value	\$ 15,022,642	\$ 15,254,071
Payroll - Liability / Work Comp	\$ 23,391,594	\$ 23,682,640
Experience Modifier	1.11	1.01

Premiums as Proposed:	2019 Expiring	2020 Renewal
Package includes:		
Property	\$ 237,370.00	\$ 273,188.00
Inland Marine	\$ 11,308.00	\$ 13,556.00
General Liability	\$ 95,592.00	\$ 104,573.00
Law Enforcement Liability	\$ 87,492.00	\$ 99,796.00
Public Officials/EPLI/Cyber	\$ 53,779.00	\$ 60,059.00
Automobile Liability	\$ 49,087.00	\$ 55,382.00
Automobile Physical Damage	\$ 36,533.00	\$ 40,082.00
Fees / Surcharges / Taxes	NA	NA
Workers Compensation	\$ 388,140.00	\$ 405,046.00
Expense Constant	\$ 160.00	\$ 160.00
Crime	\$ 3,057.00	\$ 3,285.00
Fees / Surcharges / Taxes	\$ -	\$ -
Equipment Breakdown	\$ 6,096.00	\$ 6,096.00
Fees / Surcharges / Taxes	\$ -	
Total Proposed Premiums	\$ 968,614.00	\$ 1,061,223.00

PAYMENT PLAN OPTIONS:

Line of Coverage:	Carrier:	Direct Bill / Agency Bill:	Payment Option:
Package	<i>Preferred</i>	Agency	• 50% Down, 25% Due at 75 Days and 25% Due at 166 Days
Work Comp	<i>Preferred</i>	Direct	• Quarterly Installments
Equipment Breakdown	Federal Insurance Company	Agency Bill	• Annual Premium Due in Full
Crime	Travelers Casualty and Surety Company of America	Agency Bill	• Annual Premium Due in Full

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Package	<i>Preferred</i>	• Initialed and Signed POL/EPLI Application • Signature Page • Signed UM Form • Signed Preferred Application (Florida Fraud Statement) • Preferred will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.
Work Comp	<i>Preferred</i>	• Signed Preferred Work Comp Application • Signed Drug Free Application • Signed Safety Program
Equipment Breakdown	Federal Insurance Company	• Acord application
Crime	Travelers Casualty and Surety Company of America	• Acord application

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
 XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Package	<i>Preferred</i> Governmental Insurance Trust	Not Rated	
***	Work Comp	<i>Preferred</i> Governmental Insurance Trust	Not Rated	
	Equipment Breakdown	Federal Insurance Company	A++	XV
	Crime	Travelers Casualty and Surety Company of America	A++	XV

***** PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However PGIT's excess of loss policies list every individual member as named insured, giving every member direct access to the insurance company of payment of claims.**

Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 20-21

Carrier	A.M. Best Rating	Status
Allied World Assurance Company U.S. (AWAC)	A XV	Non-admitted
Arch Insurance Company	A+ XV	Non-admitted
Arch Specialty Insurance Company	A+ XV	Non-admitted
Colony Insurance Company	A- XIV	Non-admitted
Aspen Specialty	A XV	Non-admitted
Beazley Insurance Company	A XIV	Non-admitted
Berkshire Hathaway Specialty Insurance Company	A++ XV	Non-admitted
Brit Global Specialty USA	A VI	Non-admitted
Chubb Bermuda International	A++ XV	Non-admitted
Chubb Custom	A++ XV	Non-admitted
Chubb European	A++ XV	Non-admitted
Convex	A- XIV	Non-admitted
Endurance American Specialty	A+ XV	Non-admitted
Endurance UK	A+ XV	Non-admitted
Evanston Insurance Company	A XV	Non-admitted
Everest Indemnity Insurance Company	A+ XV	Non-admitted
First Specialty Insurance Corporation	A+ XV	Non-Admitted
General Star Indemnity Company	A++ XV	Non-admitted
Great American E&S Insurance Company	A+ XV	Non-admitted
Hallmark	A- IX	Non-admitted
Houston Specialty	A- IX	Non-admitted
International General Insurance CO (UK)	A IX	Non-admitted
Independent Specialty	A IX	Non-admitted
Interstate Fire & Casualty	A+ XV	Non-admitted
Ironshore Specialty	A XV	Non-admitted
Landmark American Indemnity Co	A+ XIV	Non-admitted
Lexington	A XV	Non-admitted
Liberty Specialty	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Navigators Specialty Insurance Company	A+ XI	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
Starr Surplus Lines Insurance Company	A XV	Non-Admitted
Westchester Surplus Lines Insurance Company	A++ XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida, Inc. and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Coverage is being placed through ***Preferred Governmental Insurance Trust (“Preferred”)***, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured: City of Port Orange

Policy Number: TBD

Policy Period: 10/01/2020 – 10/01/2021

Date of Notice:

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

APPENDIX

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown of Florida Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through *Preferred* Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12% of the *Preferred* premiums billed and collected.

Preferred has also contracted with *Preferred* Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE (*Continued*)

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies, and for individual risk placements for some *Preferred* members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:
<http://www.bbinsurance.com/customerinquiry.shtml>.

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is \$100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or \$300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

<u>Symbol</u>	<u>Description</u>
1	<i>Any Auto.</i>
2	<i>Owned Autos only.</i> Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	<i>Owned private passenger autos only.</i> Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<i>Owned autos other than private passenger autos only.</i> Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<i>Owned autos subject to no-fault.</i> Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	<i>Owned autos subject to a compulsory uninsured motorists law.</i> Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	<i>Specifically Described Autos.</i> Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	<i>Hired Autos Only.</i> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	<i>Non-owned Autos Only.</i> Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at TDebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at DSmurdon@bbdaytona.com.

SCHEDULES



Property Schedule

Agreement Period: 10/01/2020 through 10/01/2021

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 20-06

AGENCY: Brown & Brown, Inc. - Daytona Beach

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Adult Activity Center Annex	3738 Halifax Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$268,610	\$79,600
002	Adult Activity Center Building	4790 Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$545,800	\$111,200
003	Airport Road Park: Land Improvements (8" well on Sports Field)	6751 Airport Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$95,760	\$0
004	Airport Road Park: Plant (Equip) in Open (Playground Equipment)	6751 Airport Road Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$83,000	\$0
005	Airport Road Park: Restroom Building	6751 Airport Road Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$52,200	\$0
006	Airport Road Park: Shelter	6751 Airport Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$41,000	\$0
007	Allen Green Civic Center	4705 Clyde Morris Boulevard Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$3,093,740	\$908,400
008	Causeway Park: Boat Dock #1 and Handicap Ramp (Southwest)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$49,000	\$0
009	Causeway Park: Boat Dock #2 (Northwest)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$83,000	\$0
010	Causeway Park: Fishing Dock #1 (West Dock, under bridge)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$304,500	\$0
011	Causeway Park: Fishing Dock #2 (T Dock)	93 Dunlawton Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$400,000	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
012	Causeway Park: Restroom Building	93 Dunlawton Avenue Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$43,800	\$0
013	Causeway Park: Shelter	93 Dunlawton Avenue Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$27,500	\$0
014	City Center Sports Complex: Concession/Restroom Building	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$77,800	\$0
015	City Center Sports Complex: Dugout Structure #1A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
016	City Center Sports Complex: Dugout Structure #1B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
017	City Center Sports Complex: Dugout Structure #2A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
018	City Center Sports Complex: Dugout Structure #2B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
019	City Center Sports Complex: Dugout Structure #3A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
020	City Center Sports Complex: Dugout Structure #3B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
021	City Center Sports Complex: Dugout Structure #4A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
022	City Center Sports Complex: Dugout Structure #4B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
023	City Center Sports Complex: Dugout Structure #5A (1st base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
024	City Center Sports Complex: Dugout Structure #5B (3rd base)	4625 City Center Drive Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
025	City Center Sports Complex: Outdoor Lighting, Scoreboards,	4625 City Center Drive Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$349,700	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
026	Coraci Park: 1 Playset, Aluminum Bleachers, Aluminum Benches	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$50,000	\$0
027	Coraci Park: Chain Link Fencing	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$100,000	\$0
028	Coraci Park: Concession/Restroom Building	5200 Coraci Blvd. Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$185,050	\$0
029	Coraci Park: Grandstands	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$300,000	\$0
030	Coraci Park: Outdoor Lighting	5200 Coraci Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$800,000	\$0
031	Coraci Park: Pre-Fab Restroom	5200 Coraci Blvd. Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$160,000	\$0
032	Coraci Park: Scoreboard	5200 Coraci Blvd. Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$50,000	\$0
033	Kenneth W. Parker Amphitheater	2001 City Center Circle Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$401,210	\$0
034	Lakeside Community Center: Building	1999 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$951,230	\$116,400
035	Lakeside Community Center: Recreation Storage Building	1999 City Center Circle Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$89,900	\$0
036	Memorial Park: Fishing Dock #1	3801 Jackson Street Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$121,600	\$0
037	Memorial Park: Fishing Dock #2	3801 Jackson Street Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$153,700	\$0
038	Parks Maintenance Facility	5839 Trailwood Drive Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$1,146,000	\$142,900
039	Port Orange Gymnasium: Equipment Storage	4655 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$185,180	\$34,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
040	Port Orange Gymnasium: Gym Building	4655 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$2,492,400	\$228,200
041	Port Orange Train Depot	415 Herbert Street Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$172,000	\$0
042	Riverwalk Park: Boardwalk	3431 S. Ridgewood Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$65,000	\$0
043	Riverwalk Park: Boardwalk & Fishing Pier	3431 S. Ridgewood Avenue Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$134,000	\$0
044	Riverwalk Park: Playground	3431 S. Ridgewood Avenue Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$130,000	\$0
045	Riverwalk Park: North Restroom/Concessi on Building	3431 S. Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$130,000	\$0
046	Riverwalk Park: South Restroom/Concessi on Building	3431 S. Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$180,000	\$0
047	Riverwalk Park: Splash Pad	3431 S. Ridgewood Avenue Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$42,000	\$0
048	Russell Property: Floating Dock	6060 Deer Feed Trail Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$116,900	\$0
049	Russell Property: Main House	6060 Deer Feed Trail Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$548,840	\$0
050	Russell Property: Pumphouse	6060 Deer Feed Trail Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$19,100	\$19,000
051	Russell Property: Shed	6060 Deer Feed Trail Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$47,500	\$0
052	Southwinds Park: Play Structure	1200 Richel Drive Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$40,000	\$0
053	Southwinds Park: Restroom/Concessi on Building	1200 Richel Drive Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$61,900	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
054	Spruce Creek Rec. Fac.: Road Park: Boardwalk	5959 S. Spruce Creek Road Port Orange Florida 32127	257 - Waterfront Structures	10/01/2020	10/01/2021	\$140,500	\$0
055	Spruce Creek Rec. Fac.: Road Park: Concession/Restroom Building	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$152,200	\$33,900
056	Spruce Creek Rec. Fac.: Road Park: Dugout #1	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
057	Spruce Creek Rec. Fac.: Road Park: Dugout #2	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
058	Spruce Creek Rec. Fac.: Road Park: Dugout #3	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
059	Spruce Creek Rec. Fac.: Road Park: Dugout #4	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
060	Spruce Creek Rec. Fac.: Road Park: Plant/Equip in Open	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$130,680	\$0
061	Spruce Creek Rec. Fac.: All-Childrens' Park: Playground Equipment (10	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$82,000	\$0
062	Spruce Creek Rec. Fac.: All-Childrens' Park: Restroom Building	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$54,400	\$0
063	Spruce Creek Rec. Fac.: Road Park: Scoreboard	5959 S. Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$30,000	\$0
064	Spruce Creek Rec. Fac.: Shelter/Pavilion	5959 S. Spruce Creek Road Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$40,500	\$0
065	White Place Park: Dugout #1	210 White Place Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
066	White Place Park: Dugout #2	210 White Place Port Orange Florida 32127	101 - Frame	10/01/2020	10/01/2021	\$9,100	\$0
067	White Place Park: Lighting, Other	210 White Place Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$72,560	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
068	Willow Run Park: Lights	1351 School House Drive Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$18,600	\$0
069	Willow Run Park: Restroom Building	1351 School House Drive Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$82,680	\$0
070	Willow Run Park: Tennis Courts	1351 School House Drive Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$10,560	\$0
071	YMCA Building	4701 City Center Circle Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$3,346,320	\$405,500
072	Police Evidence Building	5839 Trailwood Drive Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$124,420	\$61,700
073	Police Station	4545 Clyde Morris Blvd. Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$9,423,170	\$2,491,600
074	Police Storage/Office	4545 Clyde Morris Blvd. Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$527,840	\$210,900
075	Christianity Master Lift Station: Generator Building (Front)	5367 Christianity Avenue Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$31,800	\$10,600
076	Christianity Master Lift Station: Generator Building and Emergency	5367 Christianity Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$123,700	\$140,000
077	Countryside Regional Lift Station: Generator Building	633 Taylor Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$47,250	\$78,000
078	Garnsey Water Plant: Accelerator #1 (North Process Train / Bldg. 6)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$479,100	\$121,500
079	Garnsey Water Plant: Accelerator #2 (Central Process Train / Bldg. 8)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$479,100	\$121,500
080	Garnsey Water Plant: Accelerator #3 (South Process Train / Bldg. 10)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$479,100	\$121,500
081	Garnsey Water Plant: Backwash Recovery Basin	4400 Wellfield Road Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$260,000	\$140,600

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
082	Garnsey Water Plant: Chlorine Storage Building (Bldg. 23)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$135,900	\$55,100
083	Garnsey Water Plant: Electrical Building (Bldg. 24)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$116,000	\$134,000
084	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #1 (South / Bldg. 20/21)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$781,880	\$375,000
085	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #2 (Central / Bldg. 17/18)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$781,880	\$378,000
086	Garnsey Water Plant: Filter/Clearwell/Transfer Pump #3 (North / Bldg. 13/14)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$781,880	\$378,000
087	Garnsey Water Plant: Fluoride/Liquid Amonia Bldg. (Bldg. 15/9)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$148,100	\$64,800
088	Garnsey Water Plant: Generator Building (Bldg. 29)	4400 Wellfield Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$434,460	\$0
089	Garnsey Water Plant: Ground Storage Tank (Bldg. 26)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,004,470	\$0
090	Garnsey Water Plant: High Service Pump Station (Bldg. 22)	4400 Wellfield Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$358,000	\$453,900
091	Garnsey Water Plant: Lime Silo #1 (North / Bldg. 5)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$84,000	\$0
092	Garnsey Water Plant: Lime Silo #2 (Central / Bldg. 7)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$84,000	\$0
093	Garnsey Water Plant: Lime Silo #3 (Central / Bldg. 11)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$84,000	\$0
094	Garnsey Water Plant: Maintenance Shop (Bldg. 28)	4400 Wellfield Road Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$49,900	\$17,300
095	Garnsey Water Plant: Maintenance Office (Bldg. 25)	4400 Wellfield Road Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$138,400	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
096	Garnsey Water Plant: Maintenance Storage/Warehouse Building (Bldg. 27)	4400 Wellfield Road Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$79,900	\$12,200
097	Garnsey Water Plant: Operations Building (Bldg. 4)	4400 Wellfield Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$278,400	\$276,400
098	Garnsey Water Plant: Sludge Press Building (Bldg. 2)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$190,350	\$456,300
099	Garnsey Water Plant: Thickener #1 (South / Bldg. 1)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$92,350	\$0
100	Garnsey Water Plant: Thickener #2 (North / Bldg. 3)	4400 Wellfield Road Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$92,370	\$0
101	Generator Building	633 Taylor Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$28,100	\$19,800
102	Wellfield: Generator Building C8	2396 Campsite Road Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$54,560	\$36,000
103	Wellfield: Generator Bulding E15 (Wells 13, 14, 15, 16)	1264 Richel Drive Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$43,700	\$15,300
104	Herbert Nova Regional Master Lift Station	Herbert Street & Nova Road Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$105,000	\$167,300
105	Oceans Pump Station: Building	2842 Ridge Road Avenue Daytona Beach Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$246,700	\$224,000
106	Oceans Pump Station: Water Storage Tank	2842 Ridge Road Avenue Daytona Beach Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,224,020	\$0
107	Peninsula Pump Station: Building	4270 S. Atlantic Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$242,300	\$253,000
108	Peninsula Pump Station: Water Storage Tank	4270 S. Atlantic Avenue Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,004,470	\$0
109	Ponce Inlet Lift Station	34 Mar Azul North Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$70,140	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
110	Ponce Inlet Master Lift Station: Generator Building	4668 S. Peninsula Drive Ponce Inlet Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$1,110,400	\$419,400
111	Public Utilities Facility: Office/Field Ops	502 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$469,140	\$194,500
112	Public Utilities Facility: Warehouse/Office Building	500 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$1,023,480	\$363,900
113	Pump House/Lift Station	6231 Palm Vista Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$57,500	\$68,000
114	Wastewater Treatment Plant: A/O Reaction Basin (Bldg. 7)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$5,108,500	\$0
115	Wastewater Treatment Plant: Administration/Operations Building (Bldg. 18)	817 Oak Street Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$204,300	\$254,400
116	Wastewater Treatment Plant: Alum & Methanol Tank Storage	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$64,300	\$21,100
117	Wastewater Treatment Plant: Bisulfite Storage Building (Bldg. 18)	817 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$66,400	\$70,000
118	Wastewater Treatment Plant: Blower Building (North / Bldg. 7A)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$109,300	\$150,000
119	Wastewater Treatment Plant: Blower Building (South / Bldg. 7A)	817 Oak Street Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$109,370	\$150,000
120	Wastewater Treatment Plant: Chlorine Storage Building (Bldg. 17)	817 Oak Street Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$82,200	\$25,600
121	Wastewater Treatment Plant: Clarifier #1 (Train 1 North / Bldg. 9)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$793,000	\$464,200
122	Wastewater Treatment Plant: Clarifier #2 (Train 1 South / Bldg. 9)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$793,000	\$464,200
123	Wastewater Treatment Plant: Clarifier #3 (Train 2 North / Bldg. 8)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,127,000	\$200,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
124	Wastewater Treatment Plant: Clarifier #4 (Train 2 South / Bldg. 8)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,127,000	\$200,000
125	Wastewater Treatment Plant: Collection Systems Office (Bldg. 22)	817 Oak Street Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$196,500	\$87,300
126	Wastewater Treatment Plant: Digester #1 (West / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,396,400	\$0
127	Wastewater Treatment Plant: Digester #2 (North / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,396,400	\$0
128	Wastewater Treatment Plant: Digester #3 (South / Bldg. 14)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,396,400	\$0
129	Wastewater Treatment Plant: Electrical Building (Bldg. 19A)	817 Oak Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$29,900	\$44,400
130	Wastewater Treatment Plant: Filter Control Building (Bldg. 12)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$197,500	\$78,200
131	Wastewater Treatment Plant: Filter Structure (Bldg. 10)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$662,300	\$283,400
132	Wastewater Treatment Plant: Generator Building (South / Bldg. 6)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$335,800	\$0
133	Wastewater Treatment Plant: Generator Building (North / Bldg. 19)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$335,800	\$0
134	Wastewater Treatment Plant: Grit Removal Screening Building (Bldg. 4)	817 Oak Street Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$740,300	\$502,600
135	Wastewater Treatment Plant: Maintenance Building (Bldg. 21)	817 Oak Street Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$106,240	\$25,700
136	Wastewater Treatment Plant: Master Lift Station (East / Bldg. 3)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$1,116,900	\$500,000
137	Wastewater Treatment Plant: Master Lift Station (West / Bldg. 2)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$225,400	\$38,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
138	Wastewater Treatment Plant: Re-Aeration & Chlorine Contact	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$491,800	\$100,000
139	Wastewater Treatment Plant: Reclaimed Water Tank (Bldg. 13)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,819,850	\$0
140	Wastewater Treatment Plant: Reuse Building (Bldg. 13)	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$168,400	\$322,000
141	Wastewater Treatment Plant: Sludge Building (Bldg. 16)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$653,820	\$0
142	Wastewater Treatment Plant: Lift Station Mechanics Storage Building	817 Oak Street Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$23,500	\$7,400
143	Wastewater Treatment Plant: Sludge Thickener (Bldg. 15)	817 Oak Street Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$81,450	\$10,600
144	Ruth Street Pump Station: Lab Building (Bldg. 20)	541 Ruth Street Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$237,840	\$313,500
145	Cypress Head Pump Station: Building	6262 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$210,100	\$334,500
146	Cypress Head Pump Station: Water Storage Tank	6262 S. Williamson Blvd. Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,819,850	\$0
147	Wellfield: Generator Building C20	2440 Drema Way Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$59,820	\$40,000
148	Wellfield: Maintenance Building	2331 Flow Way Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$56,500	\$22,200
149	Wellfield: Reclaimed Pump Station (Bldg. 23)	2401 Troutman Trail Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$342,000	\$328,800
150	Wellfield: Reclaimed Water Storage Tank (Bldg. 23)	2401 Troutman Trail Port Orange Florida 32127	223 - On Ground Liquid Storage Tank	10/01/2020	10/01/2021	\$1,004,470	\$0
151	Williamson Regional Lift Station #9: Reuse Pump Building	5955 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$30,000	\$75,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
152	Williamson Regional Lift Station #9: Reclaimed Water Storage Tank	5955 S. Williamson Blvd. Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$45,000	\$400,000
153	Alum Feed Building #1	210 Commonwealth Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$74,730	\$1,250,000
154	Alum Feed Building #2	5724 Ridgewood Avenue Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$69,560	\$1,250,000
155	Arthaus Museum	3840 Ridgewood Avenue Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$277,970	\$75,000
156	Cambridge Pump Station (Storm Water)	4839 Trailwood Drive Port Orange Florida 32127	251 - Pump/Lift Station	10/01/2020	10/01/2021	\$13,600	\$170,200
157	City Hall: Building	1000 City Center Circle Port Orange Florida 32127	119 - JM	10/01/2020	10/01/2021	\$5,361,600	\$1,525,100
158	City Hall: Pedestrian Bridge	1000 City Center Circle Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$237,500	\$0
159	Control Building	5835 Trailwood Drive Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$33,200	\$200,000
160	Emergency Generator - 750 Kw	5835 Trailwood Drive Port Orange Florida 32127	244 - Mechanical Equipment	10/01/2020	10/01/2021	\$274,000	\$0
161	Fire Station #71	4200 S. Ridgewood Ave Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$1,054,360	\$122,800
162	Fire Station #72	6027 Central Park Blvd. Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$1,081,550	\$133,100
163	Fire Station #73	1090 City Center Boulevard Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$2,152,250	\$213,600
164	Fire Station #74	6701 Airport Road Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$1,345,370	\$130,700
165	Fire Station #75	1701 Town West Blvd. Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$1,081,510	\$133,100

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
166	Dorothy L. Hukill City Center Annex (f/k/a Old PD Main Bldg.)	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$2,574,800	\$1,062,400
167	Dorothy L. Hukill City Center Annex (f/k/a Old PD Communication	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$167,400	\$1,955,000
168	Fire Logistics Building	1395 Dunlawton Avenue Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$510,060	\$158,900
169	Public Works Facility: Garage Tire Room	407 Virginia Avenue Port Orange Florida 32127	131 - FR	10/01/2020	10/01/2021	\$26,300	\$5,600
170	Public Works Facility: Office & Garage	407 Virginia Avenue Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$1,007,700	\$43,900
171	Public Works Facility: Storage Bays 1 - 24	407 Virginia Avenue Port Orange Florida 32127	111 - MNC	10/01/2020	10/01/2021	\$147,340	\$113,500
172	Public Works Facility: Storage Building (The Palace)	407 Virginia Avenue Port Orange Florida 32127	152 - NC	10/01/2020	10/01/2021	\$201,200	\$28,600
173	Signage: Eastport Business Park	Dunlawton Avenue @ Spruce Creek Road Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$33,846	\$0
174	Talluto Park: City Sign Fountain Structure	Dunlawton Ave. @ Ridgewood Ave. Port Orange Florida 32127	102 - PITO	10/01/2020	10/01/2021	\$59,300	\$0
175	Traffic Lights	Dunlawton Avenue @ City Center Circle Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$205,900	\$0
176	Traffic Lights	Dunlawton Avenue @ Village Trail / Swallowtail Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$183,200	\$0
177	Traffic Lights	Nova Road @ Village Trail Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$262,000	\$0
178	Traffic Lights	Nova Road @ Herbert Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$206,300	\$0
179	Traffic Lights	Nova Road @ Madeline Avenue Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$264,200	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Traffic Lights	Dunlawton Avenue @ Yorktowne Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$204,800	\$0
181	Traffic Lights	Dunlawton Avenue @ Spruce Creek Rd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$225,400	\$0
182	Traffic Lights	Ridgewood Avenue @ Herbert Street Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$205,600	\$0
183	Traffic Lights (Fire Station 71 Emergency Light)	Ridgewood Avenue @ Meeker Place Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$139,500	\$0
184	Traffic Lights	Dunlawton Avenue @ I-95 Northbound Ramp Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$244,600	\$0
185	Traffic Lights	Taylor Road @ Summer Trees Road Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$241,700	\$0
186	Traffic Lights	Williamson Blvd. @ Willow Run Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$153,700	\$0
187	Traffic Lights	Spruce Creek Road @ Eastport Park Way Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$147,900	\$0
188	Traffic Lights (The Pavilion)	Williamson Blvd. @ Summer Trees Road Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$353,700	\$0
189	Traffic Lights (Fire Station 75 Emergency Light)	1701 Town West Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$112,100	\$0
190	Traffic Lights	Williamson Blvd. @ Madeline Avenue Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$154,400	\$0
191	Traffic Lights (Fire Station 72 Emergency Light)	Spruce Creek Road @ Central Park Blvd. Port Orange Florida 32127	243 - Electrical Equipment	10/01/2020	10/01/2021	\$129,900	\$0
192	Trailwood Drive Bridge # 1	5910 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$118,500	\$0
193	Trailwood Drive Bridge # 2	5898 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$118,500	\$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
194	Trailwood Drive Bridge # 3	5899 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$118,500	\$0
195	Trailwood Drive Bridge # 4	5839 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$118,500	\$0
196	Trailwood Drive Bridge # 5	5899 Trailwood Drive Port Orange Florida 32127	202 - Bridges	10/01/2020	10/01/2021	\$235,000	\$0
197	Restroom at Shooting Range	4031 Pioneer Trail New Smyrna Florida 32168	119 - JM	10/01/2020	10/01/2021	\$90,000	\$0
				Total		\$88,850,406	\$24,098,800
				TIV		\$112,949,206.00	



Inland Marine Schedule

Agreement Period: 10/01/2020 through 10/01/2021

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 20-06

AGENCY: Brown & Brown, Inc. - Daytona Beach

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
001	2011 Kalmar Ottawa Spotter Truck	327552	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$58,750.00	\$1,000
				10/01/2021		
002	2001 John Deere 550H Bulldozer	TO550HX897191	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$68,713.00	\$1,000
				10/01/2021		
003	2001 Case 721C Loader	JEE0125340	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$115,362.00	\$1,000
				10/01/2021		
004	2005 Thompson Pump	1T9PH13255P63422 0	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		
005	2005 John Deere 310SG Backhoe Loader	T0310SG949786	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$56,605.00	\$1,000
				10/01/2021		
006	2005 Thompson Pump	1T9PH15255P63423 2	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$71,458.00	\$1,000
				10/01/2021		
007	2005 John Deere 544j Loader	DW544JZ599584	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$108,916.00	\$1,000
				10/01/2021		
008	2005 Thompson Pump 8 inch Pump	1T9PH14285P63430 9	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$33,714.00	\$500
				10/01/2021		
009	2006 Thompson Pump 8 inch Pump	1T9PH14245P63431 0	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$33,714.00	\$500
				10/01/2021		
010	2005 Thompson Pump	1T9HP12165P63433 5	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		
011	2005 Thompson Pump	1T9PH12145P63435 1	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
012	2005 Thompson Pump	1T9PH12175P634355	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		
013	2005 Thompson Pump	1T9PH12105P634377	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		
014	2005 Thompson Pump	1T9PH12125P634378	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,297.00	\$500
				10/01/2021		
015	Detroit Diesel 400 KW Tow Power Portable Generator	TA9PE21255D524132	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$71,079.00	\$1,000
				10/01/2021		
016	2006 Caterpillar M318C Excavator	CATM318CEH2D00356	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$181,801.00	\$1,000
				10/01/2021		
017	2006 Caterpillar 420E Backhoe	CAT0420ELHLS01376	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$57,545.00	\$1,000
				10/01/2021		
018	2008 Menzi Muck A61 Excavator	61A0085492	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$192,260.00	\$1,000
				10/01/2021		
019	2009 Challenger Tractor w/Boom	T242026	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$139,890.00	\$1,000
				10/01/2021		
020	2012 Vactron Portable Pump Trailer	5HZBF1631CLAC1108	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$44,198.00	\$1,000
				10/01/2021		
021	2012 Challenger MT465B	C055012	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$106,477.00	\$1,000
				10/01/2021		
022	2013 John Deere 2500 Greens Machine	1TC250BDKDT070162	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,387.00	\$1,000
				10/01/2021		
023	2013 John Deere 2500 Greens Machine	1TC250BDJDT070163	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,387.00	\$1,000
				10/01/2021		
024	2013 Cat 305E Mini Excavator	XFA01600	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$48,493.00	\$1,000
				10/01/2021		
025	2013 Cat CB24 Asphalt Roller	24001900	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$43,371.00	\$1,000
				10/01/2021		
026	2014 John Deere 1445 Flail Mower	1TC1445DPET135044	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$26,716.00	\$1,000
				10/01/2021		
027	2014 Cat 259D Skid Steer Loader	FTL00571	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$56,708.00	\$1,000
				10/01/2021		
028	2014 John Deere 2500 Mower	1TC250BDKET080093	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,760.00	\$1,000
				10/01/2021		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
029	2014 Cues Camera System, Asset		Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$59,160.00	\$1,000
				10/01/2021		
030	2015 John Deere 2653B Mower	1TC2653TKET09000 42	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$28,095.00	\$1,000
				10/01/2021		
031	2015 John Deere 5065E Tractor	PF4113077	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$26,032.00	\$1,000
				10/01/2021		
032	2014 Cat TL642C Telehandler	THG01015	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$78,700.00	\$1,000
				10/01/2021		
033	Unscheduled Items		Contractor's / Mobile Equipment - ACV	10/01/2020	\$1,000,000.00	\$500
				10/01/2021		
034	2015 Falcon Asphalt Patching Machine	1F9P41621GM3390 48	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$35,164.00	\$1,000
				10/01/2021		
035	2017 Cat 304E Mini Excavator	ME402622	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$49,589.00	\$1,000
				10/01/2021		
036	2018 Kaiser S2 Spider 4x4 Excavator	S2-4-GA-EGG-2462	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$360,203.00	\$1,000
				10/01/2021		
037	2014 John Deere 2500 Mower	1TC250BDPET0800 92	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,760.00	\$1,000
				10/01/2021		
038	2018 John Deer 7700A Mower	1TC770AVJHR0500 10	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$52,627.00	\$1,000
				10/01/2021		
039	2018 John Deer 2500B Mower	1TC250BGLIT11021 9	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$27,223.00	\$1,000
				10/01/2021		
040	2019 John Deer 7700A Mower	1TC770AVEIR06003 4	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$52,627.00	\$1,000
				10/01/2021		
041	2016 Gradall XL3100	3140000385	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$343,591.00	\$1,000
				10/01/2021		
042	2017 Trimax Snake 320	721-320-101-0064	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$30,387.00	\$1,000
				10/01/2021		
043	2016 Toro 3505 Mower	403439496	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$29,255.00	\$1,000
				10/01/2021		
044	2017 Caterpillar 420F Backhoe	HWD02034	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$89,938.00	\$1,000
				10/01/2021		
045	2020 Genie S-60XC 4x4 Boom Lift.	S60XCH-46388	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$107,603.00	\$1,000
				10/01/2021		

Item #	Description	Serial Number	Classification Code	Effective Date	Value	Deductible
				Term Date		
046	2020 CAT 420E Backhoe Loader.	HDW04248	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$100,733.00	\$1,000
				10/01/2021		
047	2020 CAT GP25N Forklift	AT35A008805	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$32,142.00	\$1,000
				10/01/2021		
048	2020 Thompson 8JSCE 8 inch	8JSCE-576	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$86,704.00	\$1,000
				10/01/2021		
049	2020 Toro Groundsmaster 2500 B	406920613	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$32,771.00	\$1,000
				10/01/2021		
050	2020 Toro Workman HDX	407127796	Contractor's / Mobile Equipment - Agreed Value	10/01/2020	\$20,850.00	\$1,000
				10/01/2021		
051	Unscheduled Items		Valuable Papers - RC	10/01/2020	\$500,000.00	\$1,000
				10/01/2021		

Total	\$4,963,240.00
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Vehicle Schedule

Agreement Period: 10/01/2020 through 10/01/2021

COVERED PARTY: City of Port Orange

QUOTE NUMBER: PK FL1 0642010 20-06

AGENCY: Brown & Brown, Inc. - Daytona Beach

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F800	1382	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$54,983
	1994	1FDYK84E6RVA02896	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
002	Ford	Econoline Van	1554	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,473
	2000	TBA	Bus <20 Pass, No Lift	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
003	Sterling	LT 7500 Dump Truck	1570	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$66,384
	2001	2FZHATBS71AJ49210	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
004	Sterling	LT 7500 Dump Truck	1571	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$66,384
	2001	2FZHATBS91AJ49211	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
005	Sterling	LT 7500 Dump Truck	1575	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$66,384
	2001	2FZHATBS01AJ49209	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
006	Pierce	Custom Pumper	1631	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$261,514
	2003	4P1CT02U03A002955	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
007	Sterling	LT 500 Dump Truck	1696	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$66,351
	2004	2FZHATBS75AU78950	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
008	Chevrolet	Silverado K1500	1701	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,877
	2005	1GCEK14T85Z297564	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
009	Sterling	Dump Truck	1733	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$105,972
	2005	2FZMAZDE16AW03614	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
010	Sterling	Acterra Trash Truck	1735	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$89,890
	2005	2FZACGDC66AW06444	Garbage Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
011	Ford	Econoline Van	1757	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,644
	2006	1FTSS34L96DA91621	Bus <20 Pass, No Lift	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
012	Sterling	Vac Con Truck	1775	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,216
	2007	2FZHATDC07AX53521	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
013	Ford	F550 Super Duty	1793	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$43,340
	2008	1FDAW57R88EB43258	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
014	Chevrolet	Brush Truck	1802	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$401,676
	2008	TNU6M03787K001574	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
015	Chevrolet	Colorado	1821	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,282
	2009	1GCCS139698142715	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
016	Pierce	Contender	1832	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$408,339
	2010	4P1CC01M69A010391	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
017	Chevrolet	Impala	1850	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,097
	2010	2G1WD5EMXA1241141	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
018	Chevrolet	Impala	1851	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,097
	2010	2G1WD5EM3A1241766	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
019	Ford	Fusion Hybrid	1852	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,082
	2010	3FADP0L31AR411370	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
020	Ford	Fusion Hybrid	1853	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,082
	2010	3FADP0L34AR417602	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
021	Ford	Fusion Hybrid	1854	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,082
	2010	3FADP0L36AR417603	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
022	Ford	Fusion Hybrid	1855	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,082
	2010	3FADP0L36AR417603	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
023	Ford	Fusion Hybrid	1856	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,082
	2010	3FADP0L3XAR417605	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
024	Ford	F550 W/ABC Van Body	1857	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$135,032
	2011	1FDUF5GY1BEA16167	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
025	Ford	F350 Super Duty	1858	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$34,095
	2011	1FTRF3BT5BEA59551	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
026	International	4300 Dump	1859	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$67,212
	2011	1HTJT5KN1BH366704	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
027	Ford	F250 Super Duty	1860	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$35,552
	2011	1FT7W2AT9BEB14988	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
028	Chevrolet	Impala	1861	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,971
	2011	2G1WD5EM6B1204096	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
029	Chevrolet	Impala	1862	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,256
	2011	2G1WD5EM0B1207169	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
030	Chevrolet	Silverado 2500	1863	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,186
	2011	1GC0CVC8XBF248634	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
031	Chevrolet	Tahoe	1865	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,678
	2011	1GNSK2E06BR372925	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
032	Chevrolet	Silverado K 2500 CC	1866	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$39,404
	2011	1GC1KVC87BF256004	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
033	Chevrolet	Silverado K 2500 Ext Util	1869	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$41,174
	2011	1GC2KVC8XBZ429629	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
034	Chevrolet	Colorado	1870	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$15,652
	2012	1GCCSBF90C8103062	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
035	Chevrolet	Colorado Ext Cab	1871	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,927
	2012	1GCESBF95C8108959	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
036	Chevrolet	Colorado Ext Cab 4X4	1872	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,245
	2012	1GCJTBF6C8109160	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
037	Chevrolet	Impala	1878	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,975
	2012	2G1WD5E30C1164896	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
038	Chevrolet	Impala	1879	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,975
	2012	2G1WD5E39C1165397	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
039	Pierce	SABER	1883	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$424,946
	2012	4P1CS01M0CA013152	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
040	Ford	F-550 W/Dump	1885	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$42,936
	2012	1FDUF5GT0CEC12655	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
041	International	Work Star/Vac Con	1886	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$322,256
	2012	1HTWHAZTXCJ608356	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
042	Chevrolet	Malibu	2003	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,637
	2013	1G11C5SAXDF281184	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
043	Chevrolet	Malibu	2004	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,637
	2013	1G11C5SA1DF283602	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
044	Chevrolet	C2500 Utility	2005	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,877
	2013	1GCOCVC86DF223412	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
045	Towmaster	Trailer	2006	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$7,350
	2013	4KNUT2029DL161562	Trailer - NO CHARGE	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
046	Chevrolet	C2500 Utility	2007	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,877
	2013	1GC0CVC86DF225063	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
047	Chevrolet	C2500 Utility	2008	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,877
	2013	1GC0CVC80DF221428	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
048	Chevrolet	C2500 Utility	2009	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,877
	2013	1GC0CVC83DF224467	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
049	Chevrolet	Silverado K2500HD	2010	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,533
	2013	1GC0KVC82DZ349400	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
050	Nissan	Altima Sedan	2011	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,458
	2013	1N4AL3AP3DC277602	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
051	Toyota	Tacoma Pickup	2012	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,400
	2013	5TFTX4CN8DX033087	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
052	Chevrolet	Silverado C2500HD	2013	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,877
	2013	1GC0CVC80DF221266	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
053	Chevrolet	Silverado C2500HD	2014	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,533
	2013	1GC0KVC85DZ352470	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
054	Nissan	Altima Sedan	2015	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,458
	2013	1N4AL3AP8DC276851	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
055	Chevrolet	Silverado K2500HD	2016	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,938
	2013	1GC1KVC82DF231689	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
056	Toyota	Tacoma 4X4	2017	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,851
	2013	5TFUX4EN7DX022518	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
057	Toyota	Tacoma 4X4	2018	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,851
	2013	5TFUX4EN6DX022543	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
058	Ford	F150 Super Cab	2019	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,920
	2013	1FTFX1EF1DKE99555	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
059	Ford	Fusion SE	2020	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,896
	2013	3FA6P0H76DR364412	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
060	Ford	Fusion SE	2021	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,896
	2013	3FA6P0H78DR364413	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
061	Ford	Taurus SE Sedan	2022	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,198
	2014	1FAHP2D86EG108072	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
062	Ford	Taurus SE Sedan	2023	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,198
	2014	1FAHP2D84EG108071	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
063	Chevrolet	Caprice	2024	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U30DL821564	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
064	Chevrolet	Caprice	2025	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U32DL821565	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
065	Chevrolet	Caprice	2026	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U37DL820797	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
066	Chevrolet	Caprice	2027	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U39DL820798	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
067	Chevrolet	Caprice	2028	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U32DL820819	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
068	Chevrolet	Silverado C2500HD	2030	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$47,053
	2013	1GC2CVC87DZ385315	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
069	Chevrolet	Caprice	2033	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	6G1MK5U35DL820796	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
070	Ford	Taurus Cargo	2035	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	NM0LS7AN3DT174706	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
071	Ford	Transit Cargo	2036	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,242
	2013	NM0LS7AN1DT174798	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
072	Pierce	Saber Pumper	2037	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$429,508
	2014	4P1CS01A8EA014106	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
073	Chevrolet	Silverado C2500HD	2038	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,812
	2014	1GB0CVC8EF158012	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
074	Pierce	AERIAL Fire Truck	2039	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$780,000
	2014	4P1CJ01A2EA014539	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
075	Chevrolet	Captiva SUV	2040	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,648
	2014	3GNAL1EK8ES645286	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
076	Chevrolet	Captiva SUV	2041	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,648
	2014	3GNAL1EK7ES644985	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
077	Chevrolet	Silverado C2500HD	2042	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,812
	2014	1GB0CVC8XEF167858	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
078	Ford	Explorer	2043	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,000
	2014	1FM5K7B8XEGC49539	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
079	Ford	Transit	2044	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,000
	2014	NM0LS7E73E1159504	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
080	Ford	Explorer	2045	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,231
	2014	1FM5K7B86EGC49540	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
081	Ford	Interceptor	2046	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$36,801
	2014	1FM5K8AR8EGC60152	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
082	Ford	Interceptor	2047	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$36,800
	2014	1FM5K8ARXEGC60153	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
083	Chevrolet	Silverado C2500HD	2048	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$40,820
	2013	1GC2CVCG3DZ354893	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
084	Ford	Interceptor	2051	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2014	1FAHP2MK7EG185447	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
085	Chevrolet	Cruze Sedan	2052	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,700
	2015	1G1PC5SB4F7202804	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
086	Chevrolet	Silverado C1500	2053	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,653
	2015	1GCNCPEH7FZ266723	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
087	Chevrolet	Silverado C1500	2054	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,653
	2015	1GCNCPEH4FZ268073	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
088	Chevrolet	Silverado C1500	2055	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,653
	2015	1GCNCPEH4FZ266999	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
089	Chevrolet	Silverado C1500	2056	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,653
	2015	1GCNCPEH7FZ267354	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
090	Chevrolet	Silverado C1500	2057	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,586
	2015	1GCVKPEC2FZ272808	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
091	Chevrolet	Tahoe 4X4	2058	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,381
	2015	1GNSK2EC1FR645267	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
092	Ford	Escape	2059	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,925
	2015	1FMCU0F75FUC13741	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
093	Ford	Interceptor	2060	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,000
	2015	1FAHP2MK7FG159495	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
094	Ford	Interceptor	2061	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK9GF159496	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
095	Ford	Interceptor	2062	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK0FG159497	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
096	Ford	Interceptor	2063	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK2FG159498	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
097	Ford	Interceptor	2064	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK4FG159499	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
098	Ford	Interceptor	2065	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK7FG149500	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
099	Ford	Interceptor	2066	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK9FG159501	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
100	Ford	Interceptor	2067	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$32,000
	2015	1FAHP2MK0FG159502	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
101	Chevrolet	F150 Super Cab	2068	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2015	1FTFX1EF1DKE99555	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
102	Ford	F350 Super Duty	2069	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$39,000
	2015	1FTRF3CT4FEC82524	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
103	Ford	F250 Super Duty	2070	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2015	1FTBF2A6XFEC90619	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
104	Ford	F250 Super Duty	2071	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,163
	2015	1FTBF2A66FEC90620	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
105	Nissan	Frontier	2072	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,000
	2015	1N6BD0CT4FN752876	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
106	Ford	Taurus SE Sedan	2073	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2015	1FAHP2D85FG153859	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
107	Ford	Taurus SE Sedan	2074	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2015	1FAHP2D81FG153860	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
108	Ford	Silverado C1500	2075	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,272
	2015	1GCRCEC9FZ318360	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
109	Nissan	Frontier	2076	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,000
	2015	1N6BD0CT0FN752700	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
110	Ford	F250 Super Duty	2077	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$42,634
	2015	1FTBF2A6XFEC90622	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
111	Ford	F250 Super Duty	2078	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$42,634
	2015	1FTBF2A61FEC90623	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
112	Ford	Fusion	2079	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,384
	2015	1FA6POG7XF5130555	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
113	Ford	F250 Super Duty	2080	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,163
	2015	1FTBF2A68FEC90621	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
114	Ford	F550 Super Duty	2081	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$90,382
	2016	1FDUF5GY6GEA16530	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
115	Chevrolet	Express G2500 Van	2082	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,459
	2015	1GCWGF6F1281457	Bus <20 Pass, No Lift	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
116	Pierce	IMPEL Pumper	2083	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$666,769
	2015	4P1BAAFFXGA015933	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
117	Freightliner	M2 Trash Truck	2084	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$135,348
	2015	1FVACYDT9GHHE9800	Garbage Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
118	Ford	F450 Super Duty Crane	2090	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$66,000
	2016	1FDUF4GY7GEA16529	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
119	Freightliner	Vaccum Truck	2091	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$351,848
	2016	1FVHG3CY2GHHA0683	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
120	Ford	F150	2093	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C82GFB56135	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
121	Ford	F150	2094	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C84GFB56136	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
122	Ford	F150	2095	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C86GFB56137	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
123	Ford	F150	2096	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C88GFB56138	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
124	Ford	F150	2097	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C8XGFB56139	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
125	Ford	F150	2098	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,000
	2016	1FTMF1C86GFB56140	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
126	Ford	F150	2099	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,000
	2016	1FTMF1E81GFB37654	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
127	Ford	F150	2100	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2016	1FTEX1C89GFB37664	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
128	Ford	F150	2101	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2016	1FTEX1C80GFB37665	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
129	Ford	F150	2102	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,000
	2016	1FTEX1CP8GFB37663	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
130	Ford	F150	2103	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,358
	2016	1FTMF1E8XGFB37653	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
131	Ford	Interceptor Sedan	2104	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$36,500
	2016	1FAHP2MK4GG113544	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
132	Ford	Interceptor Sedan	2105	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MKXGG113547	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
133	Ford	Escape	2106	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,136
	2017	1FMCU0F71HUA25186	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
134	Ford	Transit	2107	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,973
	2016	NM0LS6E79G1271415	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
135	Nissan	Frontier 4X4	2108	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,504
	2016	1N6AD0CW0GN758228	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
136	Nissan	Frontier	2109	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,664
	2016	1N6BD0CT4GN759120	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
137	Ford	Escape	2110	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,136
	2017	1FMCU0F73HUA25187	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
138	Ford	Transit	2111	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,973
	2016	NM0LS6E78G1271681	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
139	Ford	Interceptor Sedan	2112	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MK7GG113540	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
140	Ford	Interceptor Sedan	2113	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MK9GG113541	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
141	Ford	Interceptor Sedan	2114	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MK0GG113542	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
142	Ford	Interceptor Sedan	2116	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MK6GG113545	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
143	Ford	Interceptor Sedan	2117	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,500
	2016	1FAHP2MK8GG113546	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
144	Nissan	Frontier	2118	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,504
	2016	1N6AD0CW8GN757747	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
145	Ford	Interceptor Sedan K9	2119	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$37,800
	2016	1FM5K8AR6GGC91578	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
146	Ford	F150	2120	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,766
	2016	1FTEX1C89GKE26647	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
147	Ford	F250	2121	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$36,037
	2016	1FT7W2B64GEC44841	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
148	Nissan	Frontier	2122	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,114
	2016	1N6AD0CW8GN757747	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
149	Ford	Fusion	2123	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,252
	2017	3FA6P0G77HR113549	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
150	Ford	F250	2124	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$33,055
	2016	1FTBF2B61GEC44838	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
151	Ford	Interceptor SUV	2125	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,392
	2016	1FM5K8AR4GGC91577	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
152	Ford	F250	2126	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,811
	2016	1FTBF2B63GEC44839	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
153	Ford	F250	2127	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,811
	2016	1FTBF2B6XGEC44840	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
154	Ford	Explorer	2128	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,111
	2017	1FM5K7B83HGA17191	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
155	Ford	F250	2129	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$34,306
	2016	1FT8W3C68GEC32250	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
156	Nissan	Altima Unmarked	2130	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,400
	2013	1N4AL3AP8DN545354	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
157	Nissan	Frontier	2131	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,644
	2017	1N6BD0CTXHN727614	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
158	Nissan	Frontier	2132	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,644
	2017	1N6BD0CTXHN731839	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
159	Ford	Expedition	2133	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,870
	2017	1FMJU1FT1HEA75123	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
160	Chevrolet	Silverado C1500/C1500LS	2134	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,702
	2017	1GCNCNEH6JZ105809	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
161	Chevrolet	Silverado K1500/K1500 LS	2135	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$26,266
	2018	1GCVKNEH3JZ105706	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
162	Chevrolet	Silverado C1500/C1500LS	2136	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,275
	2018	1GCRCNEH6JZ130775	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
163	Chevrolet	Silverado C1500/C1500LS	2137	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,702
	2018	1GCNCNEH3JZ104066	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
164	Chevrolet	Silverado C1500/C1500LS	2138	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,803
	2018	1GCNCNEH6JZ107088	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
165	Chevrolet	Silverado C1500/C1500LS	2139	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,803
	2018	1GCNCNEHXJZ107904	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
166	Chevrolet	Silverado C1500/C1500LS	2141	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,275
	2018	1GCRCNEH4JZ126062	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
167	Chevrolet	Silverado C1500/C1500LS	2142	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,275
	2018	1GCRCNEHXJZ127975	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
168	Chevrolet	Silverado C1500/C1500LS	2143	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,275
	2018	1GCRCNEH0JZ131999	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
169	Ford	Escape	2144	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,039
	2017	1FMCU0F70HUE76173	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
170	Ford	F450 Super Duty	2145	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$39,971
	2017	1FDUF4GY1HEE34716	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
171	Ford	Explorer	2146	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8ARXHGD93399	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
172	Ford	Explorer	2147	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR2HGD93400	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
173	Ford	Explorer	2148	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR3HGD93406	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
174	Ford	Explorer	2149	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR2HGD93395	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
175	Ford	Explorer	2150	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR6HGD93397	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
176	Ford	Explorer	2151	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR8HGD93398	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
177	Ford	Explorer	2152	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR4HGD93401	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
178	Ford	Explorer	2153	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR6HGD93402	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
179	Ford	Explorer	2154	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR8HGD93403	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
180	Ford	Explorer	2155	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8ARXHGD93404	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
181	Ford	Explorer	2156	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR1HGD93405	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
182	Ford	Escape	2157	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,997
	2018	1FMCU9GD7JUA25384	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
183	Ford	Explorer	2158	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR5HGD93407	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
184	Ford	Explorer	2159	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR7HGD93408	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
185	Ford	Escape SUV	2160	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,039
	2017	1FMCU0F79HUE76172	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
186	Ford	F450 Dump Truck	2161	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$43,998
	2017	1FDUF4GY3HEE34717	Medium Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
187	Ford	Transit Wagon	2162	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$25,976
	2018	1FMZK1ZM0JKA04192	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
188	Ford	F250 4X2 Utility	2163	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,103
	2017	1FTBF2A61HEE49952	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
189	Ford	F250 4X2 Utility	2164	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,103
	2017	1FTBF2A63HEE49953	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
190	Ford	Taurus	2165	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,703
	2017	1FAHP2E84HG139193	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
191	Ford	Escape	2167	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,039
	2018	1FMCU0F76JUA25464	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
192	Ford	F250	2168	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,103
	2017	1FDUF2A65HEE49954	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
193	Harley Davidson	FLHP	2169	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,214
	2018	1HD1FMC1XJB620132	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
194	Harley Davidson	FLHP	2170	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,214
	2018	1HD1FMC14JB620384	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
195	Ford	Explorer	2171	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,366
	2017	1FM5K8AR4HGD93396	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
196	Ford	F250 Utility	2172	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,103
	2017	1FTBF2A67HEE49955	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
197	Ford	F250 Ext Cab	2173	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$31,503
	2017	1FT7X2A65HEE49956	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
198	Ford	T150 Cargo Van	2174	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,084
	2017	1FTYE1ZM1JKA07075	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
199	Ford	F250 Utility	2175	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$43,597
	2017	1FTBF2B65HEE50004	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
200	Ford	Interceptor SUV	2176	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,361
	2018	1FM5K8AR5JGA46410	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
201	Nissan	Frontier	2177	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CT5JN735738	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
202	Nissan	Frontier	2178	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CT2JN735860	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
203	Chevrolet	Silverado	2179	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,497
	2018	1GCRCNEH7JZ256076	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
204	Nissan	Frontier Pickup	2180	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CT2JN736622	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
205	Ford	Interceptor SUV	2181	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8ARXJGA90516	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
206	Ford	Interceptor SUV	2182	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR1JGA90517	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
207	Ford	Interceptor SUV	2183	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR3JGA90518	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
208	Ford	Interceptor SUV	2184	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR5JGA90519	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
209	Ford	Interceptor SUV	2185	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR1JGA90520	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
210	Ford	Interceptor SUV	2186	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR3JGA90521	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
211	Ford	Interceptor SUV	2187	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR3JGA90522	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
212	Ford	Interceptor SUV	2188	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR7JGA90523	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
213	Ford	Interceptor SUV	2189	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR9JGA90524	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
214	Ford	Interceptor SUV	2190	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR0JGA90525	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
215	Ford	Interceptor SUV	2192	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2018	1FM5K8AR2JGA90526	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
216	Nissan	Frontier Pickup	2192	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CTXJN735797	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
217	Nissan	Frontier Pickup	2193	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CT8JN736270	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
218	Nissan	Frontier Pickup	2194	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$19,247
	2018	1N6BD0CT1JN736398	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
219	Chevrolet	Silverado Pickup	2195	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,497
	2018	1GCRCNEH7JZ255770	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
220	Chevrolet	Silverado Pickup	2196	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,497
	2018	1GCRCNEH6JZ257090	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
221	Ford	F250 Super Duty	2197	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FT7W2B69JEB92033	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
222	Ford	F350 Super Duty	2198	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$41,323
	2018	1FDRF3HT4JEC10333	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
223	Pierce	Enforcer	1664	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$305,210
	2004	4P1CT02U04A004027	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
224	Ford	F250 Super Duty	2199	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FTBF2A66JEB84527	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
225	Ford	Taurus Sedan	2200	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,498
	2018	1FAHP2D88JG114854	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
226	Ford	Taurus Sedan	2201	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,498
	2018	1FAHP2D8XJG114855	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
227	Ford	F250 Super Duty	2202	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FTBF2A60JEB84524	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
228	Ford	F250 Super Duty	2203	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FTBF2A62JEB84525	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
229	Ford	F250 Super Duty	2204	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FDBF2A68JEB84528	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
230	Ford	Interceptor SUV	2205	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,092
	2018	1FM5K8AR4JGB46711	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
231	Ford	Taurus Sedan	2206	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$23,498
	2018	1FAHP2D81JG114456	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
232	Ford	Transit T-150 Wagon	2207	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,014
	2018	1FMZK1ZM2JKA61509	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
233	Ford	F250 Super Duty	2208	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$51,470
	2018	1FDBF2B63JEB84547	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
234	Ford	F250 Super Duty	2209	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,335
	2018	1FTBF2A64JEB84526	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
235	Ford	Transit Cargo Van	2210	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,660
	2018	NM0LS6E7XJ1373278	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
236	Ford	Transit Cargo Van	2211	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,660
	2018	NM0LS6E70J1373290	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
237	Ford	Transit Cargo Van	2212	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$20,660
	2018	NM0LS6E78J1373294	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
238	Chevrolet	Silverado K 2500 EXT	1868	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$37,174
	2011	1GC2KVC83BZ435577	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
239	Ford	F550 Camera Box Truck	2213	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$260,000
	2018	1FDUF5GT6JEC22006	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
240	Pierce	Arrow XT Fire Truck	2214	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$653,785
	2019	4P1BAAFF1KA019653	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
241	Ford	Interceptor SUV	2215	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR7KGA29738	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
242	Ford	Interceptor SUV	2216	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K9AR7KGA29739	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
243	Ford	Interceptor SUV	2217	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR5KGA29740	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
244	Ford	Interceptor SUV	2218	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR7KGA29741	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
245	Ford	Interceptor SUV	2219	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR9KGA29742	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
246	Ford	Interceptor SUV	2220	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR0KGA29743	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
247	Ford	Interceptor SUV	2221	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR2KGA29744	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
248	Ford	Interceptor SUV	2222	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR4KGA29745	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
249	Ford	Interceptor SUV	2223	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR6KGA29746	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
250	Ford	Interceptor SUV	2224	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR8KGA29747	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
251	Ford	Interceptor SUV	2225	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8ARXKGA29748	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
252	Ford	Interceptor SUV	2226	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR2KGA62436	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
253	Ford	Interceptor SUV	2227	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$38,216
	2019	1FM5K8AR4KGB23009	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
254	Dodge	Ram 4500 Ambulance	2228	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$181,662
	2016	3C7WRKCL4GG251615	Ambulance	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
255	Pierce	Arrow XT 107' Ladder Truck	2229	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$892,159
	2018	4P1BCAFF2JA018214	Fire Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
256	Freightliner	114SD W/Vacon Body	2230	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$409,567
	2019	1FVHG3FE8KHKC3149	Heavy Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
257	Ford	Transit T-150 Van	2233	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$27,084
	2019	1FMZK1ZM0KKA62885	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
258	Ford	Expedition	2234	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$37,332
	2019	1FMJU1FT2KEA29212	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
259	Ford	F350 4X4 Utility Truck	2232	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$41,062
	2019	1FDRF3H63KED95311	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
260	Nissan	Frontier HXH Ext Cab Pickup	2231	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$22,499
	2019	1N6AD0CW6KN740289	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
261	Chevrolet	Impala 1LT Sedan	2235	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$24,869
	2019	2G11Z5S37K9139994	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
262	Chevrolet	Malibu	2236	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,438
	2019	1G1ZC5ST6Kf182301	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
263	GEM	E4 Electric	2237	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$6,004
	2006	5ASAG47486F039842	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
264	Ford	Interceptor SUV	2191	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$28,092
	2018	1FM5K8AR2JGA90526	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
265	Chevrolet	Malibu	2140	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$18,547
	2018	1G1ZC5ST8JF103533	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
266	Harley Davidson	Electra Glide	2240	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP14LB636470	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
267	Harley Davidson	Electra Glide	2241	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP11LB636698	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
268	Harley Davidson	Electra Glide	2242	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP13LB636699	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
269	Harley Davidson	Electra Glide	2243	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP13LB636900	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
270	Harley Davidson	Electra Glide	2244	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP10LB638765	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
271	Harley Davidson	Electra Glide	2245	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP10LB638989	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
272	Harley Davidson	Electra Glide	2246	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$30,000
	2020	1HD1FMP16LB639662	Motorcycle	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
273	Chevrolet	Silverado 4x4	2247	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$29,240
	2020	1GCRYAEH4LZ216714	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
274	Ford	Interceptor	2248	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$50,000
	2020	1FM5K8AW4LGC13297	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
275	Ford	Interceptor	2249	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$50,000
	2020	1FM5K8AW2LGC13296	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
276	Ford	Interceptor	2250	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW2LGC13301	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
277	Ford	Interceptor	2251	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW4LGC13302	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
278	Ford	Interceptor	2252	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW4LGC13303	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
279	Ford	Interceptor	2253	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW4LGC13304	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
280	Ford	Interceptor	2254	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW4LGC13305	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
281	Ford	Interceptor	2255	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW6LGC13298	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
282	Ford	Interceptor	2256	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$46,000
	2020	1FM5K8AW6LGC13299	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
283	Chevrolet	Silverado	2257	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,320
	2020	3GCNWAEXL66604	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
284	Chevrolet	Colorado	2258	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,040
	2020	1GCHSBEA6L1230795	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
285	Chevrolet	Colorado	2259	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$21,040
	2020	1GCHSBEA8L1230796	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
286	Ford	F250	2260	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$40,994
	2020	1FT7W2861LEC73272	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
287	Ford	F250	2261	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$40,320
	2020	1FDBF2B67LEC51248	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
288	Ford	Interceptor	2262	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$36,036
	2020	1FM5K8AWOLGC13300	Police Car	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
289	Ford	F250	2263	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$34,893
	2020	1FTBF2B67LEC73271	Light Truck	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
290	Chevrolet	Malibu	2264	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$17,003
	2020	1G1ZC5ST8LF116169	Private Passenger	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value
291	International	4300 Ambulance	2265	10/01/2020	\$1,000	10/01/2020	10/01/2021	\$50,000
	2005	1HTMNAAM15H688953	Ambulance	10/01/2021	\$1,000	10/01/2020	10/01/2021	Actual Cash Value

Total	\$15,254,071.00
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CITY OF PORT ORANGE

COMPARISON 2019/20 vs 2020/21

REVISION #3 (8/31/2020)

PROPERTY		
EXPIRING TOTAL INSURED VALUES	\$	112,859,206
RENEWAL TOTAL INSURED VALUES	\$	112,949,206
YEAR OVER YEAR INCREASE		100.08%

INLAND MARINE:		
EXPIRING SCHEDULED/UNSCHEDULED INLAND MARINE	\$	4,761,087
RENEWAL SCHEDULED/UNSCHEDULED INLAND MARINE	\$	4,963,240
YEAR OVER YEAR INCREASE		104.25%

PUBLIC OFFICALS LIABILITY/EMPLOYMENT PRACTICES LIABILITY		
EXPIRING TOTAL PAYROLL	\$	23,391,594
RENEWAL TOTAL PAYROLL	\$	23,682,640
YEAR OVER YEAR INCREASE		101.24%

GENERAL LIABILITY		
EXPIRING RATABLE PAYROLL	\$	17,795,129
RENEWAL RATABLE PAYROLL	\$	17,686,676
YEAR OVER YEAR DECREASE		99.39%

LAW ENFORCEMENT LIABILITY		
EXPIRING OFFICER COUNT/FT/PT/VOL		89/2/0
RENEWAL OFFICER COUNT/FT/PT/VOL		95/1/0
YEAR OVER YEAR INCREASE		105.49%

AUTOMOBILE LIABILITY		
EXPIRING VEHICLE COUNT	288 UNITS	9 CYCLES, 1 TRAILER, 278 POWER
RENEWAL VEHICLE COUNT	291 UNITS	4 CYCLES, 1 TRAILER, 286 POWER
YEAR OVER YEAR INCREASE	101.74%	

AUTOMOBILE PHYSICAL DAMAGE		
EXPIRING VEHICLE TOTAL VALUE	\$	15,022,642
RENEWAL VEHICLE TOTAL VALUE	\$	15,254,071
YEAR OVER YEAR INCREASE		101.54%

TOTAL PGIT PACKAGE PREMIUM		
EXPIRING PREMIUM (annualized 1 endorsement)	\$	571,047
RENEWAL PREMIUM	\$	667,175
YEAR OVER YEAR INCREASE		116.83%

PGIT WORKER'S COMP RENEWAL		
EXPIRING PAYROLL	\$	23,391,594
RENEWAL PAYROLL	\$	23,682,640
EXPIRING PREMIUM	\$	388,300
RENEWAL PREMIUM	\$	405,206
EXPIRING NCCI EXPERIENCE MOD		1.11
RENEWAL NCCI EXPERIENCE MOD		1.01
YEAR OVER YEAR PREMIUM INCREASE		104.35%

EXPIRING PACKAGE/WC PREMIUM	\$	959,461
RENEWAL PACKAGE/WC PREMIUM	\$	1,051,842
YEAR OVER YEAR PREMIUM INCREASE		109.63%

PREMIUM CHANGES YEAR OVER YEAR BY LINE OF COVERAGE

Property Expiring	\$	237,494
Property Renewal	\$	273,188
Increase		115.03%

Inland Marine Expiring	\$	11,070
Inland Marine Renewal	\$	13,556
Increase		122.46%

POL/EPLI Expiring	\$	53,779
POL/EPLI Renewal	\$	60,059
Increase		111.68%

General Liability expiring	\$	95,592
General Liability renewal	\$	104,573
Increase		109.40%

Law Enforcement expiring	\$	87,492
Law Enforcement renewal	\$	99,796
Increase		114.06%

Auto Liability expiring	\$	49,087
Auto Liability renewal	\$	55,382
Increase		112.82%

Auto Physical Damage expiring	\$	36,533
Auto Physical Damage renewal	\$	40,082
Increase		109.71%

Crime expiring	\$	3,057
Crime renewal	\$	3,285
Increase		107.46%

Equipment Breakdown expiring	\$	6,096
Equipment Breakdown renewal	\$	6,096
Increase		100.00%

CITY OF PORT ORANGE

COMPARISON 2019/20 vs 2020/21

RATE CHANGES YEAR OVER YEAR BY LINE OF COVERAGE

EXPIRING PROPERTY RATE	\$	0.209
RENEWAL PROPERTY RATE	\$	0.241
INCREASE		115%

INLAND MARINE EXPIRING RATE	\$	0.238
INLAND MARINE RENEWAL RATE	\$	0.273
INCREASE		115%

GENERAL LIABILITY EXPIRING RATE	\$	0.537
GENERAL LIABILITY RENEWAL RATE	\$	0.591
INCREASE		110%

PUBLIC OFFICIALS/EMPLOYMENT PRACTICES EXPIRING RATE	Blend Payroll & Emp Count	
PUBLIC OFFICIALS/EMPLOYMENT PRACTICES RENEWAL RATE	Blend Payroll & Emp Count	
INCREASE		110%

LAW ENFORCEMENT LIABILITY EXPIRING RATE	\$	920.67
LAW ENFORCEMENT LIABILITY RENEWAL RATE	\$	1,013.00
INCREASE		110%

AUTO LIABILITY EXPIRING RATE	\$	169.73
AUTO LIABILITY RENEWAL RATE	\$	189.68
INCREASE		112%

AUTO PHYSICAL DAMAGE EXPIRING RATE	\$	0.2414
AUTO PHYSICAL DAMAGE RENEWAL RATE	\$	0.2610
INCREASE		108%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B7c) Approval of Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange for Fourth Amendment to Restatement and Amendment to Sewer Services

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Fourth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement Between the Town of Ponce Inlet and the City of Port Orange; and authorizing the Mayor and City Clerk to execute all related documents.

SUMMARY: The City of Port Orange owns, operates, and maintains the sanitary sewer system within Ponce Inlet city limits. A recent evaluation of septic tank systems within the Port Orange sewer service area indicated an estimated 412 septic tanks were located in Ponce Inlet.

The Fourth Amendment to the current Interlocal Agreement provides for joint funding between the Town and the City to install sanitary sewer infrastructure on Ponce DeLeon Circle. This area would provide sewer service to 24 homes.

This project is consistent with the City's septic to sewer program goals. The project location lends itself to achieving that goal of reducing septic tanks in the City sewer service area and reducing the nutrient loading on our local waterways.

Project No.: UET023
UET023

Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Letter and Copy of Fourth Amendment to Ponce Inlet Interlocal Agmt SEWER SERVICES	Letter and Copy of Fourth Amendment to Ponce Inlet Interlocal Agmt SEWER SERVICES.pdf
2.	Jusification Memo - Fourth Amendment to Ponce Inlet Interlocal for Ponce DeLeon Circle Sewer System	Jusification Memo - Fourth Amendment to Ponce Inlet Interlocal for Ponce DeLeon Circle Sewer System.pdf
3.	Ponce DeLeon Cir Cost Estimate 100% w Share PO and PI	Ponce DeLeon Cir Cost Estimate 100% w Share PO and PI.pdf

Kynah Cockcroft	Created/Initiated - 8/21/2020
Kynah Cockcroft	Approved - 8/21/2020
Julia Wiggins	Approved - 8/21/2020
Steve Parnell	Approved - 9/1/2020
Lynn Stevens	Approved - 9/2/2020
Lupe Reyna-Coffin	Approved - 9/9/2020
Scott Neils	Approved - 9/9/2020
Matthew Jones	Approved - 9/9/2020
Jake Johansson	Approved - 9/10/2020
Robin Fenwick	Final Approval - 9/10/2020



Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

August 21, 2020

Mr. Jake Johansson, City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Fourth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement between the Town of Ponce Inlet, FL and the City of Port Orange, FL

Dear Mr. Johansson:

Enclosed please find two signed original Agreements as approved by the Ponce Inlet Town Council at its August 20, 2020 meeting. I respectfully request that the Port Orange City Council consider approval of this Agreement for the sanitary sewer project on Ponce de Leon Circle.

As noted within the Agreement, we have been approved for a 33% grant match from St John's River Water Management District (SJRWMD). The Town has submitted an application for SJRWMD's new IRL grant, which would replace the original grant award, seeking an approximate 66% grant match. This Agreement provides for equitable distribution of any new grant monies and we hope to obtain this new grant and lower the costs anticipated for both of our municipalities. One of the requirements of this new grant is this fully executed Agreement with Port Orange.

If approved by the Port Orange City Council, we request that one executed copy of the Agreement be returned to me and we will handle the recording of the document, unless you prefer to do so.

Thank you in advance for your assistance.

Sincerely,


Jeaneen Witt, CMC
Town Manager

CC: Lynn Stevens, Port Orange Public Works & Utilities Director
Robin Fenwick, Port Orange City Clerk

The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens the greatest value for their dollar.

**FOURTH AMENDMENT TO
RESTATEMENT AND AMENDMENT TO SEWER
SERVICES INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF PONCE INLET, FLORIDA AND THE CITY OF
PORT ORANGE, FLORIDA**

This Fourth Amendment to the Restatement and Amendment to Sewer Services Interlocal Agreement Dated March 26, 1993, between the Town of Ponce Inlet, Florida and The City of Port Orange, Florida ("Agreement") is entered into between the Town of Ponce Inlet, Florida ("Town") and The City of Port Orange ("City") (collectively referred to as the "Parties").

WHEREAS, the City presently owns a sewer system serving the Town; and

WHEREAS, the Parties have, since 1993 entered into an agreement, as amended for sewer services; and

WHEREAS, a Restatement and Amendment was entered into between the Town and the City, and recorded on January 20, 2004 in Official Records Book 5243 at Page 4473 in the Public Records of Volusia County, Florida ("Restatement"); and

WHEREAS, an Amendment to the Restatement was entered into between the Parties, and recorded on July 31, 2007 in Official Records Book 6102 at Page 1652 in the Public Records of Volusia County, Florida ("Amendment"); and

WHEREAS, a Second Amendment to the Restatement was entered into between the Parties on May 21, 2013, and recorded in Official Records Book 7274 at Page 1524 in the Public Records of Volusia County, Florida ("Second Amendment"); and

WHEREAS, a Third Amendment to the Restatement was entered into between the Parties on April 18, 2017, and recorded in Official Records Book 7892 at Page 628 in the Public Records of Volusia County, Florida (Third Amendment"); and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

WHEREAS, a portion of the City's sanitary sewer within the Town needs retrofitting and an existing neighborhood within the Town desires an extension of a centralized sewage collection system to serve existing homes in said neighborhood; and

WHEREAS, the City and the Town wish to jointly fund the construction of the sanitary sewer retrofit project and the extension of a centralized sewage collection system in said neighborhood through an agreed upon division of roles and responsibilities; and

WHEREAS, constructing improvements to an existing sanitary sewer and extending a centralized sewage collection system serve valid public and proprietary purposes of the Parties; and

WHEREAS, a Fourth Amendment is necessary to jointly fund and construct the sanitary sewer retrofit project and the extension of a centralized sewage collection system to serve existing homes in said neighborhood.

NOW, THEREFORE, THE PARTIES AGREE THAT THE RESTATEMENT IS HEREBY AMENDED AS FOLLOWS:

1. The above recitals are incorporated as if fully set forth herein.
2. The purpose of this amendment is to define the roles and responsibilities of the Town and the City with respect to jointly funding and constructing the project entitled, 'Ponce de Leon Circle Sanitary Sewer Improvements' hereafter referred to as ("PROJECT"). This amendment defines the financial obligations of both Parties and defines the tasks to be completed by each. The amendment acknowledges existing grants and the potential for future grants that may be pursued for this project.
3. **Roles and Responsibilities.** It is agreed that the Town and the City will divide and share the costs for construction of the Project as follows:
 - a. **The Town** – 50% of Site Preparation as defined in the construction documents; and 100% of street, road, sidewalk and right-away demolition, construction, reconstruction or improvements, including drainage, pavement and restoration of the right-of-way. Construction supervision, quality assurance, quality control and maintenance of the drainage, pavement and surface right-of-way features shall be the Town's responsibility.
 - b. **The City** – 50% of Site Preparation as defined in the construction documents; and 100% of the demolition, construction, reconstruction or improvements to the sewer system, lift station and force main components. Construction supervision, quality assurance, quality control and maintenance of the sewer mains, manholes, service laterals (up to the property line), lift station and force main shall be the City's responsibility.
4. The Parties contemplate the Project described herein will be procured through the competitive bid process. The bid schedule shall be formatted to support the above referenced items. The actual bid amount for line items in the bid schedule will be used as the basis for calculating the cost to be paid by the Parties. The bid award will be used based upon the bid from the lowest responsible and responsive bidder.
5. The Town has received approval of a 33% cost share grant for a not to exceed amount of \$355,174.00 for construction of the Project. This grant shall be shared proportionally by the Town and the City based upon the actual bid amounts and assigned based upon the division of costs and responsibilities as set forth above in Paragraph 3. Any future grants for construction to either Party will be divided proportionally as herein described.

6. The Town intends to pursue additional funding through a Federal Clean Water Act Section 319(h) Grant application via the Florida Department of Environmental Protection for sewer connection costs to be paid by homeowners for septic tank abandonment and connection to the central sewer collection system. If the grant is received, 100% of the funds will go directly to defray homeowner costs or fees. The disbursement methodology will be determined by the Town.

7. This Fourth Amendment is made pursuant to Section 15 of the Restatement.

8. The provisions of this Fourth Amendment shall prevail against any conflict with provision of the Restatement, the Amendment, the Second Amendment or the Third Amendment. Otherwise, all other terms and conditions of the Restatement, the Amendment, the Second Amendment and the Third Amendment shall remain in full force and effect.

9. This Fourth Amendment may be executed in counterparts and shall take effect upon execution by the appropriate officials from the City and the Town. This Fourth Amendment may be amended only through an instrument of equal formality signed by the respective Parties as set forth in Paragraph 15 of the Restatement.

IN WITNESS THEREOF, the Parties hereto have executed this Fourth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

CITY OF PORT ORANGE

By: _____
Mayor Donald O. Burnette

Attest: _____
Jake Johansson
City Manager

Date: _____

Approved as to form and legality:

Matthew A. Jones, City Attorney

TOWN OF PONCE INLET

By: _____
Mayor Gary L. Smith

Attest: _____
Jeaneen Witt
Town Manager

Date: 8/20/2020

Clifford B. Shepard, Town Attorney





City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: August 31, 2020

SUBJECT: Fourth Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement Between the Town of Ponce Inlet and the City of Port Orange

REQUEST:

The Public Works & Utilities Department requests City Council approval of the Fourth Amendment to Restatement and Amendment to the Sewer Services Interlocal Agreement between the Town of Ponce Inlet and the City of Port Orange to extend sewer service to Ponce DeLeon Circle in Ponce Inlet.

PURPOSE:

The purpose of this resolution is to cost participate with the Town of Ponce Inlet to extend the City owned/operated sewer system and reduce septic tank usage.

CONSIDERATION:

The City of Port Orange owns, operates, and maintains the sanitary sewer system within Ponce Inlet city limits. In 2009, the Port Orange City Council approved two cost participation projects with the Town of Ponce Inlet: Rains Drive and Lighthouse Shores. The projects extended the sewer system to approximately 52 homes and enabled homeowners to abandon their septic tanks. In 2017, the City of Port Orange contracted an engineering firm to locate and evaluate all septic tanks located in the Port Orange sewer service area. In total, approximately 2,242 properties were identified using septic systems in the Port Orange service area. An estimated 733 properties (residential and commercial) are located in Port Orange city limits and 412 were located in Ponce Inlet (Port Orange service area).

The Fourth Amendment to the current Interlocal Agreement provides for joint funding between the Town and the City to install sanitary sewer infrastructure on Ponce DeLeon Circle. This area would provide sewer service to 24 homes. City staff has received numerous calls from residents in the area to obtain sewer service. The Town has received 51% commitment from residents on Ponce DeLeon Circle to connect to the sewer system after construction.

The Town planned on performing some infrastructure improvements on Ponce DeLeon Circle, so the cost of mobilization, excavation, and restoration for the project was significantly reduced for the sewer line installation. The City would be responsible for the costs of installing the sewer system including a new lift station and 50% of the site preparation. The Town would be responsible for the remaining 50% of site preparation and 100% of drainage improvements, water service replacements, and all restoration costs including roadway, sidewalk, and right of way restoration. The Town would also be responsible for all construction supervision and inspection.

The engineers estimate of construction for the entire project is \$890,406. The sewer system portion is approximately \$686,455. The Town has received approval for a 33% cost share grant from the St. Johns River Water Management District in an amount not to exceed \$355,174. Since the sewer system is 77% of the cost of the entire project, 77% of the grant funding would apply to the City's portion of the project. This would decrease the City's obligation to approximately \$397,216. The Town further intends to apply for additional grant funding which may reduce the City's obligation further.

This project is consistent with the septic to sewer program goals established by the City. The location of Ponce DeLeon Circle lends itself to achieving that goal of reducing septic tanks in the City sewer service area and reducing the nutrient loading on our local waterways.

FUNDING:

There are sufficient funds available in the Septic to Sewer Project #UET023.

RECOMMENDATION:

The Public Utilities Department recommends City Council approval of the Fourth Amendment to Restatement and Amendment to the Sewer Services Interlocal Agreement between the Town of Ponce Inlet and the City of Port Orange to extend sewer service to Ponce DeLeon Circle in Ponce Inlet.

ANTICIPATED SCHEDULE:

Council approval September 15, 2020

ATTACHMENTS:

- a.) Ponce Inlet Signed Agreement
- b.) Engineers Estimate of Probable Cost



PONCE DE LEON CIRCLE SEPTIC TO SEWER
ESTIMATE OF PROBABLE CONSTRUCTION COSTS WITH SHARED COSTS
July 1, 2020

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	City of Port Orange Share	Town of Ponce Inlet Share
A	SITE PREPARATION						
1	Preconstruction Video	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
2	Erosion Control and Pollution Abatement	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
3	Demolition	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
4	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
5	Survey Layout	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00
6	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
7	Grading	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
8	Hand Locate and Expose Existing Utilities	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
9	Landscaping Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
	Subtotal Part A				\$ 80,000.00	\$ 40,000.00	\$ 40,000.00
B	SEWER SYSTEM						
1	Manholes (4' diameter per City Stds)						
	a) 0 - 8' Cut	5	EA	\$ 8,000.00	\$ 40,000.00	\$ 40,000.00	
	b) 8'-10' Cut	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
2	Gravity Sewers (8" SDR 26 PVC) inc open cut repair					\$ -	
	a) 0 - 8' Cut	1400	LF	\$ 150.00	\$ 210,000.00	\$ 210,000.00	
3	Sewer Service with Green Meter Box (SDR 26 PVC)					\$ -	
	a) 4"	25	EA	\$ 780.00	\$ 19,500.00	\$ 19,500.00	
4	Directional Drill Fusible PVC Force Main	1400	LF	\$ 32.00	\$ 44,800.00	\$ 44,800.00	
5	Video Sewer					\$ -	
	a) 8" Main	1400	LF	\$ 5.00	\$ 7,000.00	\$ 7,000.00	
	b) 4" Service	25	EA	\$ 50.00	\$ 1,250.00	\$ 1,250.00	
6	Grout Wellpoint Holes/Utilize Sock	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
7	Tapping Saddle and Valve, 6" x 4" w/ 4" GV	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
	Subtotal Part B				\$ 339,050.00	\$ 339,050.00	
C	LIFT STATION						
1	Complete Lift Station	1	LS	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	
	Subtotal Part C				\$ 245,000.00	\$ 245,000.00	
D	WATER SYSTEM						
1	Cap and Abandon Existing Water Main	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
2	Water Services						
	a) Short (Single) 1" (1 shown)	1	EA	\$ 750.00	\$ 750.00		\$ 750.00
	b) Long (Single) 1" (1 shown)	1	EA	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00
	Subtotal Part D				\$ 2,750.00		\$ 2,750.00
E	DRAINAGE						
1	Storm Pipe						
	a) 12" x 18" ERCP	155	LF	\$ 90.00	\$ 13,950.00		\$ 13,950.00
2	Construct Drainage Structures						
	a) Remove MH Top & repl w/ FDOT Type "C" Inlet To	1	EA	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
	b) FDOT Type "E" Inlet	4	EA	\$ 3,500.00	\$ 14,000.00		\$ 14,000.00
3	Furnish and Install Backflow Prevention Device (Wapro or app'd equal)						
	i) 12 inch	1	EA	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00
	ii) 15 inch	1	EA	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
	Subtotal Part E				\$ 37,450.00		\$ 37,450.00



PONCE DE LEON CIRCLE SEPTIC TO SEWER
ESTIMATE OF PROBABLE CONSTRUCTION COSTS WITH SHARED COSTS
July 1, 2020

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	City of Port Orange Share	Town of Ponce Inlet Share
F	PAVEMENT AND RESTORATION						
1	Vertical Curb	50	LF	\$ 22.00	\$ 1,100.00		\$ 1,100.00
2	Retaining Wall	120	SF	\$ 100.00	\$ 12,000.00		\$ 12,000.00
3	Subgrade	10	CY	\$ 6.00	\$ 60.00		\$ 60.00
4	Road Base					\$ -	\$ -
	a) 6" Sub Base	50	SY	\$ 18.00	\$ 900.00	\$ -	\$ 900.00
	a) 6" Base	50	SY	\$ 25.00	\$ 1,250.00	\$ -	\$ 1,250.00
5	Open Cut/Asphalt Repair	1500	SY	\$ -	\$ -	\$ -	\$ -
6	Milling and Overlay	3600	SY	\$ 9.00	\$ 32,400.00	\$ -	\$ 32,400.00
7	Concrete Driveway (6" Thick Fiber Reinforced)	400	SY	\$ 60.00	\$ 24,000.00	\$ -	\$ 24,000.00
8	Brick Driveway, Remove and Replace	60	SY	\$ 100.00	\$ 6,000.00	\$ -	\$ 6,000.00
9	Furnish and Install Sod					\$ -	\$ -
	a) St. Augustine	3000	SY	\$ 4.00	\$ 12,000.00	\$ -	\$ 12,000.00
10	As-Builts	1	LS	\$ 9,000.00	\$ 9,000.00	\$ -	\$ 9,000.00
11	Compliance with Florida "Trench Safety Act"	1	LS	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
12	Unsuitable Material Excavation	100	CY	\$ 50.00	\$ 5,000.00	\$ -	\$ 5,000.00
Subtotal Part F					\$ 105,210.00	\$ -	\$ 105,210.00
Subtotal					\$ 809,460.00	\$ 624,050.00	\$ 185,410.00
10% Contingency					\$ 80,946.00	\$ 62,405.00	\$ 18,541.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 890,406.00	\$ 686,455.00	\$ 203,951.00
Percent of Total						77%	23%
Requested Amount of Grant Funds from SJRWMD = \$375,174.00							
Proportionate Amount applied to Entity(percent of total x grant amount)						\$289,238.92	\$ 85,935.08
Estimated Contribution to Construction after Grant Fund applied						\$ 397,216.08	\$ 118,015.92

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B8) Resolution No. 20-31 - Approval of Volusia County Subrecipient Agreement for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

DEPARTMENT: Finance

GOAL: 1 - Public Safety
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 20-31 and the Subrecipient Agreement between the City of Port Orange and Volusia County for the CARES Act Coronavirus Relief Fund Municipal Subrecipient Program; authorizing the Mayor and City Clerk to execute the agreement and attachments; authorizing the City Manager, Assistant City Manager, Chief Financial Officer and Grants Manager to execute and submit Budget Amendment and Reimbursement Request Forms pursuant to the agreement.

SUMMARY: Volusia County received a Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law Number 116-136. Volusia County created the Coronavirus Relief Fund Municipal Subrecipient Program which allows subrecipient municipalities to submit reimbursement requests for eligible, necessary expenditures incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the budget most recently approved as of March 27, 2020. Expenses must be incurred during the period that began on March 1, 2020 and ends on December 30, 2020. This is a reimbursement agreement subject to the requirements of the CARES Act. If the County or the Inspector General find that the expenditure did not meet the requirements, the City will be responsible for the expense.

Project No.: ZEM020 Funding Account No.: Fund 001 (General Fund) / Finance /

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso. 20-31 Approval Subrecipient Agreement Coronavirus Relief Fund	Resolution 20-31- updated.pdf
2.	8.20.20 Municipality Forms Annotated	8.20.20 Municipality Forms Annotated.xlsx
3.	8.20.20 CARES Act - Municipality Subgrant Agreement - Executed	Agreement signed by county 9-10-20.pdf

4.	7.21.20 Volusia County Council Item-17-7966	7.21.20 Volusia County Council Item-17-7966.pdf
5.	Attachment A to County Resolution - Allocations of CARES Act Funding by City copy	Attachment A to County Resolution - Allocations of CARES Act Funding by City copy.pdf
6.	Signed Attachment A Delegation of Authority	Signed Attachment A Delegation of Authority.pdf
7.	Signed Attachment B Project Budget Summary	Signed Attachment B Project Budget Summary.pdf

Amanda Lasecki	Created/Initiated - 7/20/2020
Amanda Lasecki	Approved - 8/11/2020
Alison Sylvester	Approved - 8/18/2020
Lupe Reyna-Coffin	Approved - 8/18/2020
Scott Neils	Approved - 9/3/2020
Matthew Jones	Approved - 9/8/2020
Jake Johansson	Approved - 9/8/2020
Robin Fenwick	Final Approval - 9/8/2020

RESOLUTION NO. 20-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SUBRECIPIENT AGREEMENT FROM THE COUNTY OF VOLUSIA IN THE AMOUNT OF \$762,032 FOR THE VOLUSIA COUNTY CORONAVIRUS RELIEF FUND MUNICIPAL SUBRECIPIENT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND ATTACHMENTS; AUTHORIZING THE MANAGER, ASSISTANT CITY MANAGER, CHIEF FINANCIAL OFFICER, AND GRANTS MANAGER THE AUTHORITY TO SUBMIT AND EXECUTE BUDGET AMENDMENT AND REIMBURSEMENT REQUEST FORMS PURSUANT TO THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Coronavirus Relief Fund provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible, necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the County of Volusia approved the agreement in the amount of \$762,032 for Port Orange's Coronavirus Relief Fund subrecipient funding.

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 hereby approves the Subrecipient Agreement for funds from the County of Volusia Coronavirus Relief Fund in the amount of \$762,032.

Section 2. The Mayor and City Clerk are authorized to execute the Agreement and any attachments thereto.

Section 3. The Manager, Assistant City Manager, Chief Financial Officer, and the Grants Manager are authorized to execute and submit the Budget Amendment and Reimbursement Request Forms.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Delegation of Authority

Part A

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

Part B

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

City of Port Orange

Municipality Name

Signature of Municipality Mayor

Donald O. Burnette

Printed Name

Date

Attestation of Chief Executive of Municipality

M.H. Johansson

Printed Name

Date

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget

City of Port Orange
Municipality Name
Signature of Municipality Mayor
Donald O. Burnette
Printed Name
Date

Attachment C

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget Amendment and Restatement

Project #	Project Name <i>(include all projects, even if amounts are not changing)</i>	Current Budget	Changes this Amendment	Revised Budget

Total

Explain Purpose of Amendment

City of Port Orange

Name of Municipality

Signature of Official Authorized on Delegation of Authority Form

Printed Name

Title

Date

Approval by County of Volusia

Printed Name

Title

Date

**Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Reimbursement Request Form**

Name of Municipality:

City of Port Orange

Reimbursement Request #:

[illegible]

Reimbursement Request Total

*Should Agree to
Reimbursement
Request Form Summary
Sheet, Line #4*

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal subaward. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature of Official Authorized on Delegation of Authority Form

Approval of Reimbursement Request by County of Volusia

Printed Name

Printed Name _____

Title

Title

Date _____

Date _____

Attachment E

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Reimbursement Request Form Summary Sheet

Name of Municipality:

City of Port Orange

Submitted as part of Reimbursement Request #:

1. Total Submitted On Purchased Expense Reimbursement Request Forms

2. Total Submitted On Employee Regular Time Reimbursement Request Forms

3. Total Submitted On Overtime Cost (including Administrative Leave) Reporting Forms

4. Total Request

Number of Forms

Amount Total

*Should Agree to
Reimbursement Request
Form "Expenses
Submitted With This
Request" Column*

Attachment F

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Purchased Expense Reimbursement Request Form

Name of Municipality: City of Port Orange

Submitted as part of Reimbursement Request #

Project # (from Grant Budget)	Invoice / Receipt Date	Invoice #	Vendor Name	Description	COVID-19 Amount	Invoice - Name of PDF File Submitted Attach Invoices in PDF Format	Cleared Check - Name of PDF File Submitted Attach Cleared Check in PDF Format

Sheet Totals \$ -

To the best of my knowledge and belief, I confirm that this purchase was necessary, unbudgeted, made between March 1, 2020 and December 30, 2020. I confirm that it is my responsibility to ensure that all contracts are in compliance with applicable purchasing laws and regulations. Shall an issue arise during audit, the municipality will provide any explanation or documentation needed.

Printed Name

Title

Signature of Official Authorized on Delegation of Authority Form

Date

Attachment G

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)

Name of Municipality: City of Port Orange

Submitted as part of Reimbursement Request #: _____

Project # Work Performed For (Must Agree to Grant Budget): _____ (max one project # per sheet)

Payroll Register -
Name of PDF File
Submitted
**Attach payroll
registers for the listed
employees. Payroll
register must show all
wages and benefits
being claimed.**

Name	Title	Dates Worked	Quantity Regular Hours	Quantity Overtime Hours	Wages Paid	Benefits Paid	Wages and Benefits Total	Describe this position's role and how it is substantially dedicated to COVID-19	If employee was included in the budget, how is this role substantially different from their existing position Otherwise, state employee "not in budget"	
Sheet Totals			0	0	0	0	0			

To the best of my knowledge and belief, I confirm that the above employee(s) performed work that was necessary and due to COVID-19, was unbudgeted, incurred between March 1, 2020 and December 30, 2020, and was substantially dedicated to COVID-19 duties for atleast 2 weeks.

Printed Name _____

Signature of Official Authorized on Delegation of Authority Form _____

Title _____

Date _____

Attachment H

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Overtime Cost Reporting Form (also used for Administrative Leave)

Name of Municipality: _____

Submitted as part of Reimbursement Request #: _____

Project # Work Performed For (Must Agree to Grant Budget): _____ (max one project # per sheet)

Payroll Register -
Name of PDF File
Submitted
**Attach payroll
registers for the listed
employees. Payroll
register must show all
wages and benefits
being claimed.**

Name	Title	Dates Worked	Quantity Overtime / AL Hours	Wages Paid	Benefits Paid	Wages and Benefits Total	Description of activity being done to cause overtime / administrative leave related to COVID-19	
Sheet Totals			0	0	0	0		

To the best of my knowledge and belief, I confirm that the above employee(s) were paid overtime for COVID-19 related work or administrative leave that qualifies under Treasury Guidance / FAQs.

Printed Name

Signature of Official Authorized on Delegation of Authority Form

Title

Date



Volusia County
FLORIDA

County of Volusia

SUBRECIPIENT Agreement

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program

This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY", and the City of Port Orange _____, a Florida Municipal entity, hereinafter referred to as "SUBRECIPIENT" for the purpose of subawarding to the SUBRECIPIENT a portion of the COUNTY'S Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law Number 116-136, to be used by the SUBRECIPIENT as reimbursement for the SUBRECIPIENT's eligible necessary expenditures incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the SUBRECIPIENT's budget most recently approved as of March 27, 2020 and that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the COUNTY and SUBRECIPIENT agree and stipulate as follows:

1. Period of Agreement/Period of Performance

The Period of Agreement establishes a timeframe for all SUBRECIPIENT contractual obligations to be completed. This Agreement shall be effective on March 1, 2020 and shall end on March 31, 2021, unless terminated earlier in accordance with section 14 of this Agreement, or extended by a mutually agreed-upon amendment to this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the SUBRECIPIENT may charge allowable costs to this subaward to carry out the work authorized under this Agreement. In accordance with guidance issued by the U.S. Department of Treasury, in order for a cost to be properly incurred and allowable for funding under this Agreement, performance or delivery must occur during the Period of Performance. The Period of Performance for this Agreement commenced on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of section 14 of this Agreement or extended by a mutually agreed-upon amendment to this Agreement. All reimbursement requests submitted in accordance with Section 4 of this Agreement must be submitted by the SUBRECIPIENT to the COUNTY by January 31, 2021. If corrective action is required on any reimbursement request pursuant to section 4(d) of this Agreement, those corrections are required to be submitted by the SUBRECIPIENT to the

COUNTY by February 28, 2020 or fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections, whichever is earlier. In the instance that the COUNTY does not provide notice to the SUBRECIPIENT of required correction until after February 13, 2020, the required corrections are due within fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections. Reimbursement requests submitted after the due dates above are subject to denial at the sole discretion of the COUNTY.

2. Scope of Work

The SUBRECIPIENT agrees to perform the projects listed in Attachment B - Project Summary Budget ("Scope of Work"). The Scope of Work can be amended, upon mutual agreement, using Attachment C - Project Summary Budget Amendment and Restatement.

Projects included in the Scope of Work, including amendments, shall only include necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), not accounted for in the budget most recently approved as of March 27, 2020, up to the amount set forth in the Project Summary Budget (as amended).

The SUBRECIPIENT acknowledges and agrees that guidance and frequently asked questions documents have been provided by the United States Department of Treasury are not authoritative in regard to determining whether expenditures are eligible for use of the Coronavirus Relief Fund provided by the CARES Act and all such determinations are ultimately the responsibility of the SUBRECIPIENT.

Submission, review, approval and execution of amendments to the Scope of Work are hereby delegated by mutual agreement by the governing bodies of both the SUBRECIPIENT and COUNTY as follows:

- a. The SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part A, for submission of budget amendments.
- b. The COUNTY delegates authority to any ONE of the following county employees for review, approval and execution of budget amendments:

George Reckenwald, County Manager
Suzanne Konchan, Deputy County Manager
Ryan Ossowski, Chief Financial Officer

3. Funding

The COUNTY will subgrant Coronavirus Relief Funds, on a cost-reimbursement basis, to the SUBRECIPIENT in an amount not to exceed Seven Hundred Sixty Two Thousand and Thirty Two _____ and 00/100 Dollars (\$ 762,032), for the purpose of reimbursing SUBRECIPIENT for

expenditures incurred and paid on projects included in the Scope of Work. The amount of funding subgranted by this Agreement may be amended with a mutually agreed to Attachment C - Project Summary Budget Amendment and Restatement, as described in Section 2 of this Agreement. The SUBRECIPIENT agrees to and acknowledges that it may not pass-through funds provided under this agreement to another entity considered to be a lower-level subrecipient.

- a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amounts set forth in the Scope of Work (as amended).
- b. The COUNTY will reimburse the SUBRECIPIENT only for allowable costs incurred by the SUBRECIPIENT. The COUNTY will provide funds on a cost reimbursement basis to the SUBRECIPIENT for eligible activities approved by the COUNTY, as specified in the approved Scope of Work. The maximum reimbursement amount for each deliverable is also outlined in the Scope of Work (as amended).
- c. Failure to complete a project is adequate cause for the termination of funding for that project.

The SUBRECIPIENT agrees to be responsible for the repayment of funds to the COUNTY for expenditures that the COUNTY, the Inspector General of the United States Treasury, or other Federal government official determines are ineligible under the Coronavirus Relief Fund provided by the CARES Act, see section 6 regarding RECOUPMENT for further information.

4. Invoicing and Progress Reporting

- a. The SUBRECIPIENT agrees to utilize Attachment D - Reimbursement Request Form and Attachment E - Reimbursement Request Form Summary Sheet for each reimbursement request made to the COUNTY. The SUBRECIPIENT further agrees to utilize Attachment F - Purchased Expense Reimbursement Request Form, Attachment G - Employee Regular Time Reimbursement Request Form (For All 100% Position Requests) and Attachment H - Overtime Reimbursement Request Form, as supplemental attachments, as applicable, when submitting reimbursement requests to the COUNTY.
- b. In order to obtain reimbursement for expenditures the SUBRECIPIENT must file with the COUNTY's Grant Activity Project Manager its request for reimbursement and any other information required to justify and support the Reimbursement Request.

Any Reimbursement Request under this Agreement must include a certification, signed by an official delegated by the SUBRECIPIENT (as described below), which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and

accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal subaward. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- c. The governing body of the SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part B, to submit and execute any Reimbursement Requests, certifications, or other necessary documentation on behalf of the SUBRECIPIENT.
- d. The COUNTY will review all Reimbursement Requests by comparing required backup documentation provided by the SUBRECIPIENT against the approved Scope of Work, as well as the requirements of the Coronavirus Relief Fund, as provided in the CARES Act, which requires that payments from the fund only be used to cover expenses that:
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 for the municipality; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Reimbursement Requests that include only eligible expenditures shall be considered a proper invoice. Reimbursement Requests that include expenditures not approved in the Scope of Work, or expenditures determined to not meet the eligibility requirements of the CARES Act shall be considered improper invoices. Reimbursement Request that do not include required backup documentation shall be considered improper invoices. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

- e. The COUNTY will not reimburse the SUBRECIPIENT for any payments determined to be an "improper payment". Any "improper payment" is considered to be an ineligible expenditure under this Agreement. The term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments)

under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- f. **Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the Coronavirus Relief Fund provided by the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, Inspector General of United States Treasury, or other Federal government official to be ineligible.**

- g. Reimbursement Requests should be mailed to:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Jennifer Madewell

- h. The SUBRECIPIENT shall provide additional program updates or information that may be required by the COUNTY.

5. Duplication of Benefits

The SUBRECIPIENT certifies that it has not received, nor will it receive other local, state, federal or insurance funds that will be used for the expenses being requested through the COUNTY'S Coronavirus Relief Fund Municipal Subrecipient Program. The SUBRECIPIENT acknowledges and understands that it may not receive duplication of benefits to reimburse any of SUBRECIPIENT's COVID-19 related expenses that are reimbursed by this Agreement.

6. Recoupment / Subsequent Determination of Ineligibility

- a. The SUBRECIPIENT agrees that, **NOTWITHSTANDING ANY OPINION (INCLUDING DETERMINATIONS PROVIDED IN WRITING) OF ELIGIBILITY THAT MAY BE PROVIDED TO SUBRECIPIENT BY ANY COUNTY EMPLOYEE, CONTRACTOR, OR ELECTED OFFICIAL**, if any funds provided to the SUBRECIPIENT in accordance with this Agreement are determined by the Inspector General of the United States Treasury, COUNTY, or other authorized federal official or agency, to have been used

by the SUBRECIPIENT in a manner inconsistent with this Agreement or section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund), Public Law Number 116-136, and are recouped by the federal government from the COUNTY, the SUBRECIPIENT will reimburse the COUNTY for all amounts recouped by the federal government that were provided to the SUBRECIPIENT.

- b. All refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to the order of "County of Volusia," and mailed directly to the following address:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Coronavirus Relief Fund Refunds

- c. Any recoupment reimbursement request made in accordance with the above shall be repaid by the SUBRECIPIENT to the COUNTY within thirty (30) days of the COUNTY making such request. If the SUBRECIPIENT does not repay the COUNTY within the thirty (30) days, the SUBRECIPIENT shall be subject to withholding of other funds due the SUBRECIPIENT from the COUNTY as described below.
- d. As a condition of funding under this Agreement, the SUBRECIPIENT agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any disbursement to the COUNTY, by the federal or state government, upon a determination by the COUNTY or authorized representative of the federal government that funds exceeding the eligible costs have been disbursed to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT also agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any other funding administered by the COUNTY.

The SUBRECIPIENT understands and agrees that the COUNTY may offset any funds due and payable to the SUBRECIPIENT until the debt to the COUNTY is satisfied. In the event funds are withheld, the COUNTY will notify the SUBRECIPIENT of the reclassification of the funds originally provided under this agreement (subsequently determined ineligible, but not repaid by the SUBRECIPIENT) that shall now be classified as funding provided under the program from which the funds were withheld, so that the proper accounting can be made by the SUBRECIPIENT.

7. Compliance with Laws, Rules and Regulations

The SUBRECIPIENT certifies compliance and agrees to comply with all applicable federal, state and local laws, rules, regulations and Executive Orders applicable to

the funds granted in accordance herewith. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

8. Contact

- a. The COUNTY'S Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the COUNTY's liaison with the SUBRECIPIENT. As part of his/her duties, the Grant Manager for the COUNTY shall:

- i. Monitor and document SUBRECIPIENT performance; and,
- ii. Review and document all deliverables for which the SUBRECIPIENT is responsible for providing to COUNTY.

- b. The COUNTY'S Grant Manager for this Agreement is:

Jennifer Madewell
Grant Activity Project Manager
123 W Indiana Ave, Room 300
DeLand, FL 32720
Telephone: (386) 736-5933 x 15574
Email: jmadewell@volusia.org

- c. The name and address of the representative of the SUBRECIPIENT responsible for the administration of this Agreement is:

Amanda Lasecki

Grants Manager

1000 City Center Circle

Port Orange, FL 32129

Telephone: 386-506-5737

Email: alasecki@port-orange.org

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or email.

9. Monitoring

- a. The SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, the Program Reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in this Agreement, and reported in each Request for Funds.
- b. The SUBRECIPIENT shall provide the COUNTY and auditors, as well as any federal auditor or inspector general, right to access to the SUBRECIPIENT's records and financial statements as necessary for the

COUNTY to meet the requirements of 2 C.F.R. Part 200. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

- c. The SUBRECIPIENT agrees to submit to monitoring of its activities by the COUNTY as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

10. Federal Award Identification pursuant to 2 C.F.R. Section 200.331(a)(1)

The SUBRECIPIENT acknowledges that the funds provided under this Agreement are provided by the U.S. Department of Treasury, Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the CARES Act.

The SUBRECIPIENT acknowledges that the amount described in Section 3 of this Agreement represents the total amount of federal funds obligated and committed by the COUNTY to the SUBRECIPIENT, that this award is not R&D pursuant to 2 C.F.R. 200.331(a)(1)(xii), and that further, no indirect costs may be billed under this Agreement.

11. Applicability of 2 C.F.R. Part 200 and SUBRECIPIENT Status

The SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

The SUBRECIPIENT understands that while current guidance from the Department of Treasury has indicated only the above sections of 2 C.F.R. Part 200 apply to the Coronavirus Relief Fund, the United States Department of Treasury or the Inspector General of the United States Treasury may later interpret additional parts of 2 C.F.R. Part 200 to apply. In such event, it would be the responsibility of the SUBRECIPIENT to comply with these additional requirements. As such, while not required, the COUNTY recommends that SUBRECIPIENT follow all parts of 2 C.F.R. Part 200.

The SUBRECIPIENT understands the COUNTY considers the SUBRECIPIENT to be a SUBRECIPIENT in accordance the determination prescribed in §200.330, *SUBRECIPIENT and contractor determinations*, and agrees to such determination.

12. Single Audit

- a. The SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and Federal Single Audit Act (31 U.S.C. §§ 7501-7507).

- b. In accounting for the receipt and expenditure of funds under this Agreement, the SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. The SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the COUNTY no later than nine (9) months from the end of the SUBRECIPIENT's fiscal year.
- d. The SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of the SUBRECIPIENT, to the COUNTY at the following address:

Office of the Chief Financial Officer
123 W Indiana Ave, Room 300
DeLand, FL 32720
- e. The SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>
- f. Treasury has stated that CFDA # 21.019 is pending registration for funds provided under this Agreement.

13. Maintenance and Availability of Records

- a. As a condition of receiving federal financial assistance, the SUBRECIPIENT agrees to maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.
- b. Copies of all Agreement-related records generated by the SUBRECIPIENT shall be available for inspection by authorized representatives of the federal government, the Inspector General of the United States Treasury, and the COUNTY. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- c. Such records shall be available at the SUBRECIPIENT's office at all reasonable times during the Agreement Term and kept for a period of six

(6) years after expiration of this Agreement. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have tolled the final payment date until completion of all such claims, investigations, or litigation proceedings, including all applicable appeal periods.

- d. This section 13 shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

14. Suspension and Termination.

The COUNTY may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds provided herein, at its discretion, if the SUBRECIPIENT violates any provision of this Agreement; or

- a. Fails to complete performance in a timely manner; or
- b. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

15. Default.

If any of the following events occur ("Events of Default"), all obligations on the part of the COUNTY to make further payment of funds will, if the COUNTY elects, terminate and the COUNTY has the option to exercise any of its remedies set forth in section 16 of this Agreement. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- a. If any warranty or representation made by the SUBRECIPIENT in this Agreement or any previous agreement with the COUNTY is or becomes false or misleading in any respect, or if the SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the COUNTY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the period of agreement, and the SUBRECIPIENT fails to cure this adverse change within thirty (30) days from the date written notice is sent by the COUNTY;
- c. If any reports required by this Agreement have not been submitted to the COUNTY or have been submitted with incorrect, incomplete or insufficient information;

- d. If the SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

16. Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the SUBRECIPIENT and upon the SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 8 of this Agreement;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a reimbursement request;
- d. Require that the SUBRECIPIENT refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the SUBRECIPIENT to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
 - v. withhold funds in accordance with section 6d. herein.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

17. Conflict of Interest.

- a. The SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.
- b. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT who exercises decision making responsibility with respect to these funds and activities, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
 - i. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and to their immediate family members, and business partner(s).
 - ii. This requirement applies for such persons during their tenure and for a period of one year after leaving the SUBRECIPIENT.
 - iii. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

18. Indemnification

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury Department, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT or its Agent's, employees', or officers' performance or non-performance of the terms of this Agreement, to the extent permitted by law. The parties understand that pursuant to Section 768.28(19), Florida Statutes, no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SUBRECIPIENT and SUBRECIPIENT claims all of the privileges and immunities and other benefits and protections afforded by Section 768.28, Florida Statutes.

19. Liability.

- a. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or SUBRECIPIENT beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY or SUBRECIPIENT for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or SUBRECIPIENT, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
- b. In no event shall the COUNTY be liable to the SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

20. Venue / Jurisdiction / Attorney's Fees.

This Agreement shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this Agreement shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this Agreement, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

21. Public Records.

Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide the SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 736-5933 x 15574, jmadewell@volusia.org, or by mail, Office of the Chief Financial

Officer, Attn: Jennifer Madewell, 123 W. Indiana Ave., DeLand, FL 32720.

By entering into this Agreement, the SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any entity entering into an Agreement for services with the COUNTY is required to:

- a. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this Agreement.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 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 Period of Agreement and following completion or termination of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY.
- d. Upon completion or termination of the Agreement, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If the SUBRECIPIENT receives any such request, the SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the

SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

The SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. Unless caused by the negligence of the County, as determined by a court of competent jurisdiction, the SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The SUBRECIPIENT authorizes the COUNTY to seek declaratory, injunctive, or other appropriate relief against the SUBRECIPIENT from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section. Nothing contained herein is intended to, nor shall be construed as, a waiver of any party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement.

The SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. The SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any subcontractors to comply with all laws, as applicable, and to assist the COUNTY in complying with the same as it relates to all aspects of this Agreement.

The SUBRECIPIENT agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. The COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT that are directly related to this Agreement. The SUBRECIPIENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The SUBRECIPIENT shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention

period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the SUBRECIPIENT's records, the SUBRECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry.

22. Procurement.

- a. The SUBRECIPIENT shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal and state laws and regulations.
- b. The SUBRECIPIENT shall maintain records sufficient to detail the history of procurement. These records include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- c. The SUBRECIPIENT shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- d. The SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by all applicable state and federal laws and regulations.
- e. The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- f. The SUBRECIPIENT shall conduct any procurement under this Agreement in a manner providing full and open competition. Accordingly, the SUBRECIPIENT shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary actions during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the SUBRECIPIENT shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

23. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

24. Hatch Act.

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

25. Suspension and Debarment.

The SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- b. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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 or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 25 b. of this certification; and,
- d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SUBRECIPIENT acknowledges it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

In addition, the SUBRECIPIENT shall send to the COUNTY (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for the SUBRECIPIENT agency and each intended subcontractor which SUBRECIPIENT plans to fund under this Agreement. The form must be received by the COUNTY before the SUBRECIPIENT enters into a contract with any subcontractor.

26. Equal Opportunity Employment.

- a. In accordance with 41 C.F.R. §60-1.4(b), the SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agree as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT and its contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractors' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence immediately preceding paragraph 26.a.i. and the provisions of paragraphs 26.a.i. through 26.a.viii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agenda, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The SUBRECIPIENT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the SUBRECIPIENT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such SUBRECIPIENT; and refer the case to the Department of Justice for appropriate legal proceedings.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

27. Copeland Anti-Kickback Act.

- a. The SUBRECIPIENT hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. Contract Work Hours and Safety Standards.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required

to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29. Clean Air Act and the Federal Water Pollution Control Act.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

30. Anti-Lobbying.

The SUBRECIPIENT agrees, by executing this Agreement, that to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- b. 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 the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must including the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a. If the SUBRECIPIENT, with the funds authorized by this Agreement, seeks to procure goods or services, then, the SUBRECIPIENT shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the SUBRECIPIENT must take; the requirements do not preclude the

SUBRECIPIENT from undertaking additional steps to involve small and minority businesses and women's business enterprises.

32. Employee Protection from Reprisal.

- a. In accordance with 41 U.S.C. Sec. 4712, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 32(b) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the COUNTY;
 - vii. A federal or State regulatory enforcement agency.
- c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Treasury Department.
- d. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this Section more than three years after the date on which the alleged reprisal took place.
- e. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under Federal law.
- f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

33. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

34. Attachments.

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Delegation of Authority
 - ii. Attachment B – Project Summary Budget
 - iii. Attachment C – Project Summary Budget Amendment and Restatement
 - iv. Attachment D – Reimbursement Request Form
 - v. Attachment E – Reimbursement Request Form Summary Sheet
 - vi. Attachment F – Purchased Expense Reimbursement Request Form
 - vii. Attachment G – Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)
 - viii. Attachment H – Overtime Reimbursement Request Form
 - ix. Attachment I – Certification Regarding Debarment

35. Assurances.

The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the SUBRECIPIENT in this Agreement, in any later submission or response to a COUNTY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the COUNTY and with thirty (30) days written notice to the SUBRECIPIENT, cause the termination of this Agreement and the release of the COUNTY from all its obligations to the SUBRECIPIENT.

The SUBRECIPIENT is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the SUBRECIPIENT's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

The SUBRECIPIENT assures and certifies it will:

- a. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- b. Comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.
- c. Comply with overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- d. Comply with the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

36. Good Faith.

Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

37. Non-assignability.

This Agreement shall not be assigned, transferred, or encumbered by the SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

38. Waiver of Jury Trial.

By entering into this Agreement, the SUBRECIPIENT and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

39. Conflict.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless the COUNTY and the SUBRECIPIENT mutually elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

40. Legal Authorization.

The SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

41. Complete Agreement.

This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

42. Amendments.

Upon mutual consent of both parties, this Agreement may be amended in writing.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this Agreement.

Donald O. Burnette

Mayor

City of Port Orange

Date

Approved as to form and legality:

Matthew J. Jones

City of Port Orange

City Attorney

Date: _____



George Recktenwald

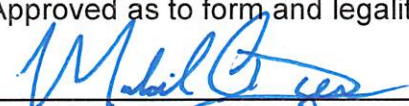
County Manager

County of Volusia, Florida

9/3/2020

Date

Approved as to form and legality:



Michael G. Dyer,

Volusia County Attorney

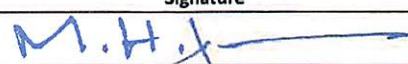
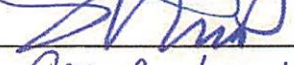
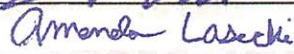
Date: 9/8/2020

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Delegation of Authority

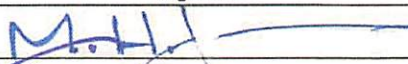
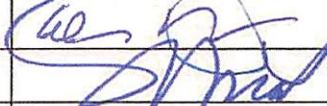
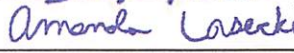
Part A

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

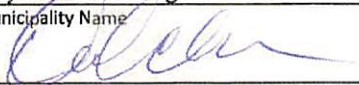
Part B

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

City of Port Orange

Municipality Name


Signature of Municipality Mayor

Donald O. Burnette

Printed Name

8/28/2020

Date


Attestation of Chief Executive of Municipality

M.H. Johansson

Printed Name

8/28/2020

Date

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget

City of Port Orange

Municipality Name



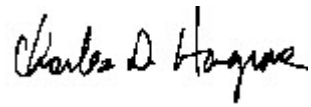
Signature of Municipality Mayor

Donald O. Burnette

Printed Name

9/1/20

Date

Date: 07/21/2020		AGENDA ITEM		Item: 17	
☐ Ordinance		☒ Resolution		☐ Budget Resolution	
☐ Other					
County Goals					
☒	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence in Government
☐		☐		☐	NA
Department: Finance					
Division: Chief Financial Officer					
Subject: Volusia County Coronavirus Relief Fund Municipal Subrecipient Program					
Ryan Ossowski Director Finance  Department Approval				Legal Charles Hargrove Deputy County Attorney  Approved as to Form and Legality	
Ryan Ossowski Proxy for Lynne Urice Acting Director Accounting  Division Approval				County Manager's Office Ryan Ossowski Chief Financial Officer 	
Council Action:					
Modification:					
Account Number(s): NA					
Total Item Budget: NA					
Staff Contact(s): Ryan Ossowski				Phone: 386 943 7054	Ext. 12725
Summary/Highlights: At the May 26, 2020 meeting, the County Council directed staff to allocate \$15 million of the county's allocation of the Coronavirus Relief Fund for reimbursement of eligible expenditures incurred by the county's 16 municipalities. Further, on June 10, 2020, Governor DeSantis issued guidance stating that all counties, including counties that already received direct payment from the U.S. Department of the Treasury, should provide funds to municipalities located within their jurisdiction on a reimbursement basis for expenditures eligible under the CARES Act and related guidance. The attached resolution authorizes the County Manager to implement the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program to reimburse Volusia County municipalities for eligible expenditures from the county's allocation of the federally provided					

Coronavirus Relief Fund. Included with the resolution are two attached exhibits. Exhibit A shows the calculation of the maximum allocation amounts for each municipality. The amounts on the exhibit were calculated using a relative percentage of population, the same methodology the United States Treasury used in allocating the funds to Volusia County. Exhibit B is the form of the agreement to be authorized for the County Manager to execute with each municipality desiring to participate in the program.

Highlights of the program include:

1. Municipal costs are covered on a reimbursement basis, and only for eligible expenditures. No amounts of funding will be advanced under this program.
2. The County must provisionally agree that expenditures are eligible under the use of the Coronavirus Relief Fund as set forth in the CARES Act and related guidance issued by the U.S. Department of Treasury, therefore including them in the budget for the subrecipient grant.
3. Notwithstanding the county's provisional determination of expenditure eligibility, in the event that the Inspector General of the US Department of Treasury, or any other federal government official determines an expenditure of a municipality to be ineligible, the municipality shall reimburse the County the amount of the expenditures determined ineligible and recouped by the federal government.
4. In the event that total funds committed from the program through these agreements are less than the \$15 million allocated by County Council, the County Manager has authority to reallocate the funding to other County expenditures and programs.

Recommended Motion: Approval

RESOLUTION 2020-

A RESOLUTION OF THE COUNTY COUNCIL OF THE COUNTY OF VOLUSIA, FLORIDA, AUTHORIZING AND DELEGATING TO THE COUNTY MANAGER THE RESPONSIBILITY OF IMPLEMENTING THE “VOLUSIA COUNTY CORONAVIRUS RELIEF FUND MUNICIPAL SUBRECIPIENT PROGRAM”; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2020, Governor Ron DeSantis, issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of the Coronavirus Disease 2019 (COVID-19);

WHEREAS, on March 9, 2020, Governor Ron DeSantis, issued Executive Order 20-52 declaring a state of emergency for the State of Florida as a result of COVID-19;

WHEREAS, on March 13, 2020, the Volusia County Council issued a Declaration of State of Local Emergency Related to COVID-19, as subsequently extended;

WHEREAS, Governor DeSantis issued Executive Order 20-91 “Safer-At-Home” which required all persons in Florida to limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities;

WHEREAS, many Orders, Directives and Recommendations from Federal, State and local governments issued in response to COVID-19 in order to protect the health, safety and welfare of Volusia County residents have caused the sixteen municipalities within the County of Volusia to incur unbudgeted COVID-19 related expenses and thus, many County of Volusia municipalities are suffering economic hardships and reduced ability to provide essential services to its residents;

WHEREAS, to combat the economic hardships being suffered in the United States due to the COVID-19 pandemic, on March 27, 2020, President Donald Trump signed the Coronavirus Aid, Relief, and Economic Security Act, Public Law Number 116-136, (“CARES Act”) into law;

WHEREAS, the CARES Act provided Ninety Six Million Five Hundred Forty Three Thousand Seven Hundred Ninety One and 40/100 Dollars (\$96,543,791.40) in Coronavirus Relief Funds to the County of Volusia to assist the County in addressing some of the economic hardships caused by the COVID-19 pandemic in the County;

WHEREAS, on April 22, 2020, as updated June, 30, 2020, the U.S. Treasury Department (Treasury) issued Guidance for State, Territorial, Local, and Tribal Governments relating to payments made available under section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund);

WHEREAS, on April 22, 2020, as updated May 4, 2020, May 28, 2020, and June, 24, 2020,

the U.S. Treasury Department (Treasury) issued Frequently Asked Questions (FAQs) for State, Territorial, Local, and Tribal Governments relating to payments made available under section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund);

WHEREAS, on June 10, 2020, Governor DeSantis issued guidance stating that all counties, including counties that already received direct payment from the U.S. Department of the Treasury, should provide funds to municipalities located within their jurisdiction on a reimbursement basis for expenditures eligible under the CARES Act and related guidance;

WHEREAS, the Treasury FAQs state that the County may transfer funds to municipalities for necessary expenditures incurred due to the COVID-19 public health emergency that meet the other criteria of section 601(d) of the Social Security Act, but that such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act;

WHEREAS, it is of paramount importance and a great public purpose for the County of Volusia to provide the opportunity for reimbursement grants to the sixteen Volusia County municipalities that have suffered qualifying unreimbursed financial consequences of the COVID-19 pandemic;

WHEREAS, Pursuant to Section 252.38(1), Florida Statutes, the Volusia County Charter, and Article V, Volusia County Code of Ordinances, the County has jurisdictional authority over the entire County for emergency management purposes;

WHEREAS, the County of Volusia is authorized by the Florida Constitution, Section 125.01(e), Florida Statutes, and the Volusia County Charter to promote and protect the health, safety and welfare of Volusia County residents;

WHEREAS, the grants to be provided in accordance herewith are for necessary expenditures incurred due to the public health emergency resulting from the COVID-19 pandemic; and

WHEREAS, the grants set forth herein were not accounted for in the County's budget most recently approved as of March 27, 2020 and may not be utilized by municipalities for any expenditures accounted for in their budgets approved as of March 27, 2020.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF VOLUSIA, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA, THIS 21st DAY OF JULY, 2020, AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and by this reference are hereby incorporated in and made an integral part of this Resolution.

SECTION 2. The County Manager is hereby authorized to utilize up to Fifteen Million and

No/100 Dollars (\$15,000,000.00) of the County's CARES Act Coronavirus Relief Fund allocation to create and implement the "Volusia County Coronavirus Relief Fund Municipal Subrecipient Program" to provide reimbursement grants to Volusia County municipalities, based on population, in amounts up to those set forth for each as indicated in Exhibit A attached hereto. This authorization includes delegation of authority to the County Manager to take all legal actions necessary to make direct grants to Volusia County municipalities to reimburse them for qualifying COVID-19 related expenses, not accounted for in their budgets approved on March 27, 2020, up to the amounts set forth in Exhibit A.

The amounts listed in Exhibit A are the maximum amount of funding allocable to each municipality, not a minimum or required amount. The amount of funding to be provided to each municipality shall be limited to the total amount of eligible expenditures expended by each municipality included in the Project Summary Budget, as amended, and for which valid, timely reimbursement requests are submitted by the municipality to the County. The County Manager is further authorized to enter into Subrecipient Agreements with each requesting municipality in substantially the form attached hereto as Exhibit B.

After the County Manager has determined that all municipalities desiring to enter into a Subrecipient Agreement have done so, any portion of this allocation remaining shall be available to funding other County expenditures and programs. The County Manager may reinstate previously reallocated funds to this program to allow for subsequent amendments to municipal Project Summary Budgets, so long as the total amount awarded to each municipality does not exceed the amounts listed in Exhibit A.

SECTION 3. The County Manager shall develop, promulgate and implement this Municipal Subrecipient Program consistent with this Resolution.

SECTION 4. No grants may be awarded or paid to any municipality after December 30, 2020.

SECTION 5. Grants may not be provided for any costs otherwise reimbursed or to be reimbursed by any insurance or other governmental program.

SECTION 6. Nothing herein shall be interpreted or applied to create an entitlement to any grant hereunder. The decisions of the County under this Resolution are final and non-appealable unless otherwise determined by the County Manager.

SECTION 7. This Resolution shall take effect immediately upon adoption.

DONE AND ORDERED IN OPEN MEETING.

**COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA**

ATTEST: _____
George Recktenwald
County Manager

BY: _____
Ed Kelley
County Chair

EXHIBIT “A”**Volusia County Coronavirus Relief Fund Municipal Subrecipient Program****Maximum Municipality Allocations**

Name	2019 Census Population	% of Municipality Total Population	Maximum Municipality Allocation
Daytona Beach	69,186	16.05%	\$ 2,407,514
Daytona Beach Shores	4,614	1.07%	160,557
DeBary	21,305	4.94%	741,365
DeLand	34,851	8.08%	1,212,735
Deltona	92,757	21.52%	3,227,730
Edgewater	23,918	5.55%	832,291
Holly Hill	12,357	2.87%	429,995
Lake Helen	2,801	0.65%	97,468
New Smyrna Beach	27,843	6.46%	968,872
Oak Hill	2,214	0.51%	77,042
Orange City	12,335	2.86%	429,230
Ormond Beach	43,759	10.15%	1,522,712
Pierson	1,893	0.44%	65,872
Ponce Inlet	3,308	0.77%	115,111
Port Orange	64,842	15.04%	2,256,352
South Daytona	13,080	3.03%	455,154
Unincorporated	122,221	N/A	-
Total	553,284	100.00%	\$ 15,000,000



**County of Volusia
SUBRECIPIENT Agreement**

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program

This Agreement is made and entered into between the COUNTY OF VOLUSIA, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY", and the [REDACTED], a Florida Municipal entity, hereinafter referred to as "SUBRECIPIENT" for the purpose of subawarding to the SUBRECIPIENT a portion of the COUNTY'S Coronavirus Relief Fund allocation provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law Number 116-136, to be used by the SUBRECIPIENT as reimbursement for the SUBRECIPIENT's eligible necessary expenditures incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the SUBRECIPIENT's budget most recently approved as of March 27, 2020 and that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

NOW, THEREFORE, in consideration of the mutual understanding and Agreements set forth herein, the COUNTY and SUBRECIPIENT agree and stipulate as follows:

1. Period of Agreement/Period of Performance

The Period of Agreement establishes a timeframe for all SUBRECIPIENT contractual obligations to be completed. This Agreement shall be effective on March 1, 2020 and shall end on March 31, 2021, unless terminated earlier in accordance with section 14 of this Agreement, or extended by a mutually agreed-upon amendment to this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the SUBRECIPIENT may charge allowable costs to this subaward to carry out the work authorized under this Agreement. In accordance with guidance issued by the U.S. Department of Treasury, in order for a cost to be properly incurred and allowable for funding under this Agreement, performance or delivery must occur during the Period of Performance. The Period of Performance for this Agreement commenced on March 1, 2020 and shall end on December 30, 2020, unless terminated earlier in accordance with the provisions of section 14 of this Agreement or extended by a mutually agreed-upon amendment to this Agreement. All reimbursement requests submitted in accordance with Section 4 of this Agreement must be submitted by the SUBRECIPIENT to the COUNTY by January 31, 2021. If corrective action is required on any reimbursement request pursuant to section 4(d) of this Agreement, those corrections are required to be submitted by the SUBRECIPIENT to the

COUNTY by February 28, 2020 or fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections, whichever is earlier. In the instance that the COUNTY does not provide notice to the SUBRECIPIENT of required correction until after February 13, 2020, the required corrections are due within fifteen (15) calendar days after notice is provided by the COUNTY to the SUBRECIPIENT of the necessary corrections. Reimbursement requests submitted after the due dates above are subject to denial at the sole discretion of the COUNTY.

2. Scope of Work

The SUBRECIPIENT agrees to perform the projects listed in Attachment B - Project Summary Budget ("Scope of Work"). The Scope of Work can be amended, upon mutual agreement, using Attachment C - Project Summary Budget Amendment and Restatement.

Projects included in the Scope of Work, including amendments, shall only include necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), not accounted for in the budget most recently approved as of March 27, 2020, up to the amount set forth in the Project Summary Budget (as amended).

The SUBRECIPIENT acknowledges and agrees that guidance and frequently asked questions documents have been provided by the United States Department of Treasury are not authoritative in regard to determining whether expenditures are eligible for use of the Coronavirus Relief Fund provided by the CARES Act and all such determinations are ultimately the responsibility of the SUBRECIPIENT.

Submission, review, approval and execution of amendments to the Scope of Work are hereby delegated by mutual agreement by the governing bodies of both the SUBRECIPIENT and COUNTY as follows:

- a. The SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part A, for submission of budget amendments.
- b. The COUNTY delegates authority to any ONE of the following county employees for review, approval and execution of budget amendments:

George Reckenwald, County Manager
Suzanne Konchan, Deputy County Manager
Ryan Ossowski, Chief Financial Officer

3. Funding

The COUNTY will subgrant Coronavirus Relief Funds, on a cost-reimbursement basis, to the SUBRECIPIENT in an amount not to exceed [REDACTED] and 00/100 Dollars (\$[REDACTED]), for the purpose of reimbursing SUBRECIPIENT for expenditures incurred and paid on projects included in the Scope of Work. The

amount of funding subgranted by this Agreement may be amended with a mutually agreed to Attachment C - Project Summary Budget Amendment and Restatement, as described in Section 2 of this Agreement. The SUBRECIPIENT agrees to and acknowledges that it may not pass-through funds provided under this agreement to another entity considered to be a lower-level subrecipient.

- a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amounts set forth in the Scope of Work (as amended).
- b. The COUNTY will reimburse the SUBRECIPIENT only for allowable costs incurred by the SUBRECIPIENT. The COUNTY will provide funds on a cost reimbursement basis to the SUBRECIPIENT for eligible activities approved by the COUNTY, as specified in the approved Scope of Work. The maximum reimbursement amount for each deliverable is also outlined in the Scope of Work (as amended).
- c. Failure to complete a project is adequate cause for the termination of funding for that project.

The SUBRECIPIENT agrees to be responsible for the repayment of funds to the COUNTY for expenditures that the COUNTY, the Inspector General of the United States Treasury, or other Federal government official determines are ineligible under the Coronavirus Relief Fund provided by the CARES Act, see section 6 regarding RECOUPMENT for further information.

4. Invoicing and Progress Reporting

- a. The SUBRECIPIENT agrees to utilize Attachment D - Reimbursement Request Form and Attachment E - Reimbursement Request Form Summary Sheet for each reimbursement request made to the COUNTY. The SUBRECIPIENT further agrees to utilize Attachment F - Purchased Expense Reimbursement Request Form, Attachment G - Employee Regular Time Reimbursement Request Form (For All 100% Position Requests) and Attachment H - Overtime Reimbursement Request Form, as supplemental attachments, as applicable, when submitting reimbursement requests to the COUNTY.
- b. In order to obtain reimbursement for expenditures the SUBRECIPIENT must file with the COUNTY's Grant Activity Project Manager its request for reimbursement and any other information required to justify and support the Reimbursement Request.

Any Reimbursement Request under this Agreement must include a certification, signed by an official delegated by the SUBRECIPIENT (as described below), which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for

the purposes and objectives set forth in the terms and conditions of the Federal subaward. I further certify that the expenditures included on this report have not been reimbursed by other local, state, federal or insurance funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

- c. The governing body of the SUBRECIPIENT delegates authority to the individuals included on Attachment A - Delegation of Authority, Part B, to submit and execute any Reimbursement Requests, certifications, or other necessary documentation on behalf of the SUBRECIPIENT.
- d. The COUNTY will review all Reimbursement Requests by comparing required backup documentation provided by the SUBRECIPIENT against the approved Scope of Work, as well as the requirements of the Coronavirus Relief Fund, as provided in the CARES Act, which requires that payments from the fund only be used to cover expenses that:
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 for the municipality; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Reimbursement Requests that include only eligible expenditures shall be considered a proper invoice. Reimbursement Requests that include expenditures not approved in the Scope of Work, or expenditures determined to not meet the eligibility requirements of the CARES Act shall be considered improper invoices. Reimbursement Request that do not include required backup documentation shall be considered improper invoices. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

- e. The COUNTY will not reimburse the SUBRECIPIENT for any payments determined to be an “improper payment”. Any “improper payment” is considered to be an ineligible expenditure under this Agreement. The term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments)

- under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- f. **Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the Coronavirus Relief Fund provided by the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, Inspector General of United States Treasury, or other Federal government official to be ineligible.**
- g. Reimbursement Requests should be mailed to:
- County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Jennifer Madewell
- h. The SUBRECIPIENT shall provide additional program updates or information that may be required by the COUNTY.

5. Duplication of Benefits

The SUBRECIPIENT certifies that it has not received, nor will it receive other local, state, federal or insurance funds that will be used for the expenses being requested through the COUNTY'S Coronavirus Relief Fund Municipal Subrecipient Program. The SUBRECIPIENT acknowledges and understands that it may not receive duplication of benefits to reimburse any of SUBRECIPIENT's COVID-19 related expenses that are reimbursed by this Agreement.

6. Recoupment / Subsequent Determination of Ineligibility

- a. The SUBRECIPIENT agrees that, **NOTWITHSTANDING ANY OPINION (INCLUDING DETERMINATIONS PROVIDED IN WRITING) OF ELIGIBILITY THAT MAY BE PROVIDED TO SUBRECIPIENT BY ANY COUNTY EMPLOYEE, CONTRACTOR, OR ELECTED OFFICIAL**, if any funds provided to the SUBRECIPIENT in accordance with this Agreement are determined by the Inspector General of the United States Treasury, COUNTY, or other authorized federal official or agency, to have been used

by the SUBRECIPIENT in a manner inconsistent with this Agreement or section 601(a) of the Social Security Act as added by section 5001 of the CARES Act (Coronavirus Relief Fund), Public Law Number 116-136, and are recouped by the federal government from the COUNTY, the SUBRECIPIENT will reimburse the COUNTY for all amounts recouped by the federal government that were provided to the SUBRECIPIENT.

- b. All refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to the order of "County of Volusia," and mailed directly to the following address:

County of Volusia, FL
Office of the Chief Financial Officer
123 W. Indiana Avenue, Room 300
DeLand, FL 32720
Attention: Coronavirus Relief Fund Refunds

- c. Any recoupment reimbursement request made in accordance with the above shall be repaid by the SUBRECIPIENT to the COUNTY within thirty (30) days of the COUNTY making such request. If the SUBRECIPIENT does not repay the COUNTY within the thirty (30) days, the SUBRECIPIENT shall be subject to withholding of other funds due the SUBRECIPIENT from the COUNTY as described below.
- d. As a condition of funding under this Agreement, the SUBRECIPIENT agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any disbursement to the COUNTY, by the federal or state government, upon a determination by the COUNTY or authorized representative of the federal government that funds exceeding the eligible costs have been disbursed to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT also agrees that the COUNTY may withhold funds otherwise payable to the SUBRECIPIENT from any other funding administered by the COUNTY.

The SUBRECIPIENT understands and agrees that the COUNTY may offset any funds due and payable to the SUBRECIPIENT until the debt to the COUNTY is satisfied. In the event funds are withheld, the COUNTY will notify the SUBRECIPIENT of the reclassification of the funds originally provided under this agreement (subsequently determined ineligible, but not repaid by the SUBRECIPIENT) that shall now be classified as funding provided under the program from which the funds were withheld, so that the proper accounting can be made by the SUBRECIPIENT.

7. Compliance with Laws, Rules and Regulations

The SUBRECIPIENT certifies compliance and agrees to comply with all applicable federal, state and local laws, rules, regulations and Executive Orders applicable to

the funds granted in accordance herewith. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

8. Contact

- a. The COUNTY'S Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the COUNTY's liaison with the SUBRECIPIENT. As part of his/her duties, the Grant Manager for the COUNTY shall:
 - i. Monitor and document SUBRECIPIENT performance; and,
 - ii. Review and document all deliverables for which the SUBRECIPIENT is responsible for providing to COUNTY.
- b. The COUNTY'S Grant Manager for this Agreement is:

Jennifer Madewell
Grant Activity Project Manager
123 W Indiana Ave, Room 300
DeLand, FL 32720
Telephone: (386) 736-5933 x 15574
Email: jmadewell@volusia.org

- c. The name and address of the representative of the SUBRECIPIENT responsible for the administration of this Agreement is:

Telephone: _____
Email: _____

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or email.

9. Monitoring

- a. The SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, the Program Reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in this Agreement, and reported in each Request for Funds.
- b. The SUBRECIPIENT shall provide the COUNTY and auditors, as well as any federal auditor or inspector general, right to access to the SUBRECIPIENT's records and financial statements as necessary for the

COUNTY to meet the requirements of 2 C.F.R. Part 200. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

- c. The SUBRECIPIENT agrees to submit to monitoring of its activities by the COUNTY as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

10. Federal Award Identification pursuant to 2 C.F.R. Section 200.331(a)(1)

The SUBRECIPIENT acknowledges that the funds provided under this Agreement are provided by the U.S. Department of Treasury, Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the CARES Act.

The SUBRECIPIENT acknowledges that the amount described in Section 3 of this Agreement represents the total amount of federal funds obligated and committed by the COUNTY to the SUBRECIPIENT, that this award is not R&D pursuant to 2 C.F.R. 200.331(a)(1)(xii), and that further, no indirect costs may be billed under this Agreement.

11. Applicability of 2 C.F.R. Part 200 and SUBRECIPIENT Status

The SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

The SUBRECIPIENT understands that while current guidance from the Department of Treasury has indicated only the above sections of 2 C.F.R. Part 200 apply to the Coronavirus Relief Fund, the United States Department of Treasury or the Inspector General of the United States Treasury may later interpret additional parts of 2 C.F.R. Part 200 to apply. In such event, it would be the responsibility of the SUBRECIPIENT to comply with these additional requirements. As such, while not required, the COUNTY recommends that SUBRECIPIENT follow all parts of 2 C.F.R. Part 200.

The SUBRECIPIENT understands the COUNTY considers the SUBRECIPIENT to be a SUBRECIPIENT in accordance the determination prescribed in §200.330, *SUBRECIPIENT and contractor determinations*, and agrees to such determination.

12. Single Audit

- a. The SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and Federal Single Audit Act (31 U.S.C. §§ 7501-7507).

- b. In accounting for the receipt and expenditure of funds under this Agreement, the SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. The SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the COUNTY no later than nine (9) months from the end of the SUBRECIPIENT's fiscal year.
- d. The SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of the SUBRECIPIENT, to the COUNTY at the following address:

Office of the Chief Financial Officer
123 W Indiana Ave, Room 300
DeLand, FL 32720
- e. The SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>
- f. Treasury has stated that CFDA # 21.019 is pending registration for funds provided under this Agreement.

13. Maintenance and Availability of Records

- a. As a condition of receiving federal financial assistance, the SUBRECIPIENT agrees to maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.
- b. Copies of all Agreement-related records generated by the SUBRECIPIENT shall be available for inspection by authorized representatives of the federal government, the Inspector General of the United States Treasury, and the COUNTY. The right of access also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- c. Such records shall be available at the SUBRECIPIENT's office at all reasonable times during the Agreement Term and kept for a period of six

(6) years after expiration of this Agreement. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have tolled the final payment date until completion of all such claims, investigations, or litigation proceedings, including all applicable appeal periods.

- d. This section 13 shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

14. Suspension and Termination.

The COUNTY may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds provided herein, at its discretion, if the SUBRECIPIENT violates any provision of this Agreement; or

- a. Fails to complete performance in a timely manner; or
- b. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

15. Default.

If any of the following events occur ("Events of Default"), all obligations on the part of the COUNTY to make further payment of funds will, if the COUNTY elects, terminate and the COUNTY has the option to exercise any of its remedies set forth in section 16 of this Agreement. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- a. If any warranty or representation made by the SUBRECIPIENT in this Agreement or any previous agreement with the COUNTY is or becomes false or misleading in any respect, or if the SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the COUNTY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the period of agreement, and the SUBRECIPIENT fails to cure this adverse change within thirty (30) days from the date written notice is sent by the COUNTY;
- c. If any reports required by this Agreement have not been submitted to the COUNTY or have been submitted with incorrect, incomplete or insufficient information;

- d. If the SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

16. Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the SUBRECIPIENT and upon the SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 8 of this Agreement;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a reimbursement request;
- d. Require that the SUBRECIPIENT refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the SUBRECIPIENT to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
 - v. withhold funds in accordance with section 6d. herein.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

17. Conflict of Interest.

- a. The SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.
- b. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT who exercises decision making responsibility with respect to these funds and activities, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
 - i. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and to their immediate family members, and business partner(s).
 - ii. This requirement applies for such persons during their tenure and for a period of one year after leaving the SUBRECIPIENT.
 - iii. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

18. Indemnification

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury Department, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT or its Agent's, employees', or officers' performance or non-performance of the terms of this Agreement, to the extent permitted by law. The parties understand that pursuant to Section 768.28(19), Florida Statutes, no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SUBRECIPIENT and SUBRECIPIENT claims all of the privileges and immunities and other benefits and protections afforded by Section 768.28, Florida Statutes.

19. Liability.

- a. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the COUNTY or SUBRECIPIENT beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY or SUBRECIPIENT for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or SUBRECIPIENT, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
- b. In no event shall the COUNTY be liable to the SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

20. Venue / Jurisdiction / Attorney's Fees.

This Agreement shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this Agreement shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this Agreement, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

21. Public Records.

Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide the SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to this Agreement:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 736-5933 x 15574, jmadewell@volusia.org, or by mail, Office of the Chief Financial

Officer, Attn: Jennifer Madewell, 123 W. Indiana Ave., DeLand, FL 32720.

By entering into this Agreement, the SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any entity entering into an Agreement for services with the COUNTY is required to:

- a. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this Agreement.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 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 Period of Agreement and following completion or termination of the Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY.
- d. Upon completion or termination of the Agreement, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If the SUBRECIPIENT receives any such request, the SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the

SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

The SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. Unless caused by the negligence of the County, as determined by a court of competent jurisdiction, the SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. The SUBRECIPIENT authorizes the COUNTY to seek declaratory, injunctive, or other appropriate relief against the SUBRECIPIENT from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section. Nothing contained herein is intended to, nor shall be construed as, a waiver of any party's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this agreement.

The SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. The SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any subcontractors to comply with all laws, as applicable, and to assist the COUNTY in complying with the same as it relates to all aspects of this Agreement.

The SUBRECIPIENT agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. The COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT that are directly related to this Agreement. The SUBRECIPIENT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The SUBRECIPIENT shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention

period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the SUBRECIPIENT's records, the SUBRECIPIENT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry.

22. Procurement.

- a. The SUBRECIPIENT shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal and state laws and regulations.
- b. The SUBRECIPIENT shall maintain records sufficient to detail the history of procurement. These records include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- c. The SUBRECIPIENT shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- d. The SUBRECIPIENT agrees to include in the subcontract that the subcontractor is bound by all applicable state and federal laws and regulations.
- e. The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- f. The SUBRECIPIENT shall conduct any procurement under this Agreement in a manner providing full and open competition. Accordingly, the SUBRECIPIENT shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary actions during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the SUBRECIPIENT shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

23. Interest of Certain Federal Officials.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

24. Hatch Act.

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

25. Suspension and Debarment.

The SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- b. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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 or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 25 b. of this certification; and,
- d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SUBRECIPIENT acknowledges it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).

- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

In addition, the SUBRECIPIENT shall send to the COUNTY (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for the SUBRECIPIENT agency and each intended subcontractor which SUBRECIPIENT plans to fund under this Agreement. The form must be received by the COUNTY before the SUBRECIPIENT enters into a contract with any subcontractor.

26. Equal Opportunity Employment.

- a. In accordance with 41 C.F.R. §60-1.4(b), the SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agree as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT and its contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractors' noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence immediately preceding paragraph 26.a.i. and the provisions of paragraphs 26.a.i. through 26.a.viii. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agenda, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The SUBRECIPIENT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The SUBRECIPIENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUBRECIPIENT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the SUBRECIPIENT under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such SUBRECIPIENT; and refer the case to the Department of Justice for appropriate legal proceedings.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

27. Copeland Anti-Kickback Act.

- a. The SUBRECIPIENT hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. Contract Work Hours and Safety Standards.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required

to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29. Clean Air Act and the Federal Water Pollution Control Act.

If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

30. Anti-Lobbying.

The SUBRECIPIENT agrees, by executing this Agreement, that to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- b. 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 the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. If the SUBRECIPIENT, with the funds authorized by this Agreement, enters into a contract, then any such contract must including the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a. If the SUBRECIPIENT, with the funds authorized by this Agreement, seeks to procure goods or services, then, the SUBRECIPIENT shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the SUBRECIPIENT must take; the requirements do not preclude the

SUBRECIPIENT from undertaking additional steps to involve small and minority businesses and women's business enterprises.

32. Employee Protection from Reprisal.

- a. In accordance with 41 U.S.C. Sec. 4712, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 32(b) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the COUNTY;
 - vii. A federal or State regulatory enforcement agency.
- c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Treasury Department.
- d. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this Section more than three years after the date on which the alleged reprisal took place.
- e. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under Federal law.
- f. Assumption of Rights to Civil Remedy – Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

33. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

34. Attachments.

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Delegation of Authority
 - ii. Attachment B – Project Summary Budget
 - iii. Attachment C – Project Summary Budget Amendment and Restatement
 - iv. Attachment D – Reimbursement Request Form
 - v. Attachment E – Reimbursement Request Form Summary Sheet
 - vi. Attachment F – Purchased Expense Reimbursement Request Form
 - vii. Attachment G – Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)
 - viii. Attachment H – Overtime Reimbursement Request Form
 - ix. Attachment I – Certification Regarding Debarment

35. Assurances.

The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the SUBRECIPIENT in this Agreement, in any later submission or response to a COUNTY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the COUNTY and with thirty (30) days written notice to the SUBRECIPIENT, cause the termination of this Agreement and the release of the COUNTY from all its obligations to the SUBRECIPIENT.

The SUBRECIPIENT is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the SUBRECIPIENT's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

The SUBRECIPIENT assures and certifies it will:

- a. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- b. Comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.
- c. Comply with overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- d. Comply with the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

36. Good Faith.

Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this Agreement.

37. Non-assignability.

This Agreement shall not be assigned, transferred, or encumbered by the SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

38. Waiver of Jury Trial.

By entering into this Agreement, the SUBRECIPIENT and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

39. Conflict.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless the COUNTY and the SUBRECIPIENT mutually elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this Agreement, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

40. Legal Authorization.

The SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

41. Complete Agreement.

This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

42. Amendments.

Upon mutual consent of both parties, this Agreement may be amended in writing.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this Agreement.

<<Printed Name of Mayor>>

Mayor

<<Name of Municipality>>

Date

Approved as to form and legality:

<<Printed Name of City Attorney>>

<<Name of Municipality>> City Attorney

Date: _____

George Recktenwald
County Manager
County of Volusia, Florida

Date

Approved as to form and legality:

Michael G. Dyer,
Volusia County Attorney

Date: _____

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Delegation of Authority

Part A

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature

Part B

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature

Municipality Name

Signature of Municipality Mayor

Printed Name

Date

Attestation of Chief Executive of Municipality

Printed Name

Date

Attachment B

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget

Project Number	Project Name	Budget

Total Budget =====

Municipality Name

Signature of Municipality Mayor

Printed Name

Date

Attachment C

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget Amendment and Restatement

Project #	Project Name <i>(include all projects, even if amounts are not changing)</i>	Current Budget	Changes this Amendment	Revised Budget

Total

Explain Purpose of Amendment

Name of Municipality

Signature of Official Authorized on Delegation of Authority Form

Printed Name

Title

Date

Approval by County of Volusia

Printed Name

Title

Date

**Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Reimbursement Request Form**

Reimbursement Request Total

Should Agree to
Reimbursement
Request Form
Summary Sheet, Line
#4

Date _____

Attachment E

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Reimbursement Request Form Summary Sheet

Name of Municipality: _____

Submitted as part of Reimbursement Request #: _____

	Number of Forms	Amount Total
1. Total Submitted On Purchased Expense Reimbursement Request Forms		
2. Total Submitted On Employee Regular Time Reimbursement Request Forms		
3. Total Submitted On Overtime Cost (including Administrative Leave) Reporting Forms		
4. Total Request		

Should Agree to
Reimbursement Request
Form "Expenses
Submitted With This
Request" Column

Attachment F

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Purchased Expense Reimbursement Request Form

Name of Municipality: _____

Submitted as part of Reimbursement Request # _____

Project # (from Grant Budget)	Invoice / Receipt Date	Invoice #	Vendor Name	Description	COVID-19 Amount	Invoice - Name of PDF File Submitted Attach Invoices in PDF Format	Cleared Check - Name of PDF File Submitted Attach Cleared Check in PDF Format

Sheet Totals

To the best of my knowledge and belief, I confirm that this purchase was necessary, unbudgeted, made between March 1, 2020 and December 30, 2020. I confirm that it is my responsibility to ensure that all contracts are in compliance with applicable purchasing laws and regulations. Shall an issue arise during audit, the municipality will provide any explanation or documentation needed.

Printed Name

Signature of Official Authorized on Delegation of Authority Form

Title

Date

Attachment G

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Employee Regular Time Reimbursement Request Form (For All 100% Position Requests)

Name of Municipality: _____

Submitted as part of Reimbursement Request #: _____

Project # Work Performed For (Must Agree to Grant Budget): _____ (max one project # per sheet)

Payroll Register -
Name of PDF File
Submitted

Attach payroll registers for the listed employees. Payroll register must show all wages and benefits being claimed.

Name	Title	Dates Worked	Quantity Regular Hours	Quantity Overtime Hours	Wages Paid	Benefits Paid	Wages and Benefits Total	Describe this position's role and how it is substantially dedicated to COVID-19	If employee was included in the budget, how is this role substantially different from their existing position Otherwise, state employee "not in budget"	

Sheet Totals

To the best of my knowledge and belief, I confirm that the above employee(s) performed work that was necessary and due to COVID-19, was unbudgeted, incurred between March 1, 2020 and December 30, 2020, and was substantially dedicated to COVID-19 duties for atleast 2 weeks.

Printed Name

Signature of Official Authorized on Delegation of Authority Form

Title

Date

Attachment H

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Overtime Cost Reporting Form (also used for Administrative Leave)

Name of Municipality: _____

Submitted as part of Reimbursement Request #: _____

Project # Work Performed For (Must Agree to Grant Budget): _____ (max one project # per sheet)

Payroll Register -
Name of PDF File
Submitted

**Attach payroll
registers for the listed
employees. Payroll
register must show all
wages and benefits
being claimed.**

Name	Title	Dates Worked	Quantity Overtime /AL Hours	Wages Paid	Benefits Paid	Wages and Benefits Total	Description of activity being done to cause overtime / administrative leave related to COVID-19	

Sheet Totals

To the best of my knowledge and belief, I confirm that the above employee(s) were paid overtime for COVID-19 related work or administrative leave that qualifies under Treasury Guidance / FAQs.

Printed Name

Signature of Official Authorized on Delegation of Authority Form

Title

Date

Attachment I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any SUBRECIPIENT other than a State agency or political subdivision of the State, which receives funds under the Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgement rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or a contract under public transaction, or b) 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.

The SUBRECIPIENT understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts) and that all contracts and subcontracts must certify and disclose accordingly.

The SUBRECIPIENT further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

The SUBRECIPIENT understands and agrees that no funds provided by this Agreement will be used to pay 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 any Federal action described in 31 U.S.C. 1352 (a)(2).

SUBRECIPIENT further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature

Name and Title

Street Address

City State, Zip

Date

SUBRECIPIENT's Name

Sub-Contractor's Name

EXHIBIT "A"

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Maximum Municipality Allocations

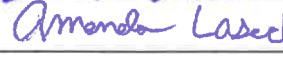
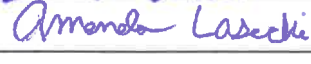
Name	2019 Census Population	% of Municipality Total Population	Maximum Municipality Allocation
Daytona Beach	69,186	16.05%	\$ 2,407,514
Daytona Beach Shores	4,614	1.07%	160,557
DeBary	21,305	4.94%	741,365
DeLand	34,851	8.08%	1,212,735
Deltona	92,757	21.52%	3,227,730
Edgewater	23,918	5.55%	832,291
Holly Hill	12,357	2.87%	429,995
Lake Helen	2,801	0.65%	97,468
New Smyrna Beach	27,843	6.46%	968,872
Oak Hill	2,214	0.51%	77,042
Orange City	12,335	2.86%	429,230
Ormond Beach	43,759	10.15%	1,522,712
Pierson	1,893	0.44%	65,872
Ponce Inlet	3,308	0.77%	115,111
Port Orange	64,842	15.04%	2,256,352
South Daytona	13,080	3.03%	455,154
Unincorporated	122,221	N/A	-
Total	553,284	100.00%	\$ 15,000,000

Attachment A

Volusia County Coronavirus Relief Fund Municipal Subrecipient Program Delegation of Authority

Part A

The following individuals are delegated authority by the elected governing body of the following municipality to submit Budget Amendment Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

Part B

The following individuals are delegated authority by the elected governing body of the following municipality to submit Reimbursement Request Forms to Volusia County for the Volusia County Coronavirus Relief Fund Municipal Subrecipient Program:

Authorized Individual Name	Authorized Individual Title	Signature
M.H. Johansson	City Manager	
Alan Rosen	Assistant City Manager	
Scott R. Neils	Chief Financial Officer	
Amanda Lasecki	Grants Manager	

City of Port Orange

Municipality Name


Signature of Municipality Mayor

Donald O. Burnette

Printed Name

8/28/2020

Date



Attestation of Chief Executive of Municipality

M.H. Johansson

Printed Name

8/28/2020

Date

Attachment B

**Volusia County Coronavirus Relief Fund Municipal Subrecipient Program
Project Summary Budget**

Project Number	Project Name	Budget
1	Staff Leave Time	\$ 88,000.00
2	COVID-19 Testing Sites	\$ 2,000.00
3	Personal Protective Supplies	\$ 50,000.00
4	Building Sanitation Improvements	\$ 351,774.00
5	Telework Improvements	\$ 151,013.00
6	Social Distancing Measures	\$ 39,000.00
7	Public Safety Equipment	\$ 80,245.00

Total Budget \$ 762,032.00

City of Port Orange

Municipality Name

Signature of Municipality Mayor

Donald O. Burnette

Printed Name

Date

9/1/20



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B9) Resolution No. 20-43 - Designate Funds from Building Special Revenue Fund (109) available fund balance to Project Number ZMI057

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-43.

SUMMARY: REQUEST: The Community Development Department requests City Council approval to transfer funds from available fund balance in Fund 109 – Building Special Revenue Fund and appropriate to Capital Outlay - Digital Plan Review Project (ZMI057) for the purchase and implementation of the yet to be selected Community Development Permit Software System.

PURPOSE: The purpose of this request is to appropriate funds from the available Building Special Revenue Fund Balance to Project ZMI057 to cover expenses related to the purchase of a software solution that can efficiently deliver an on-line and paperless permitting, inspection and land management solution for the City of Port Orange. In addition to the cost of the software solution there are anticipated cost for yearly software licenses for City staff, computer hardware for digital/online review and inspections services, integration with Workday and other City software, and additional temporary staff to assist in the transition from our legacy software, Naviline, to ensure a successful transition is executed in a cost-efficient and timely manner while maintaining current permit review and inspection quality.

CONSIDERATION: The City of Port Orange is a growing community that needs a modern system that can efficiently deliver permitting, inspection and land management solutions to its different regulatory agencies (building, code enforcement, and land development).

The following request is to transfer \$900,000 from the Building Special Revenue Fund (Fund 109) into Project ZMI057 to ensure there are sufficient funds for the purchase of the software, hardware (tablets, monitors, computers, etc.), transfer of historic building permit information from Naviline into the new system, anticipated integrations, and to maintain staffing levels in order to continue to issue and review development permits during the training and transition period from Naviline to the new software system. Community Development is currently in the process of reviewing the options to either request an RFP from software vendors or to coordinate in accordance with a cooperative contract for purchase. Regardless of the purchasing options selected, Community Development would like to request the transfer to ensure sufficient funds are available in Project ZMI057. The requested funding is in addition to the existing

\$300,000 in Project ZMI057.

Project No.: ZMI057 Funding Account No.: Fund 109 Fund Balance

Presenter: Tim Burman

ATTACHMENTS:

1.	Budget Resolution No. 20-43 with exhibit	Bud Reso 20-43.pdf
----	--	--------------------

Tim Burman	Created/Initiated - 8/27/2020
Tim Burman	Approved - 9/3/2020
Lupe Reyna-Coffin	Approved - 9/3/2020
Scott Neils	Approved - 9/3/2020
Matthew Jones	Approved - 9/4/2020
Jake Johansson	Approved - 9/4/2020
Robin Fenwick	Final Approval - 9/8/2020

RESOLUTION NO. 20-43

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
CAPITAL FUNDS FOR THE FISCAL YEAR 2020
BUDGET; TO DESIGNATE FUND BALANCE IN THE
AMOUNT OF \$900,000 IN THE BUILDING SPECIAL
REVENUE FUND (109) AND APPROPRIATE TO
PROJECT CAPITAL OUTLAY FOR THE DIGITAL
PLAN REVIEW SOFTWARE PROJECT (ZMI057);
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$900,000 in the Building Special Revenue Fund (109) for the purchase and implementation of the Community Development's Digital Plan Review Software Project (Project ZMI057) and associated costs, including but not limited to software, hardware tablets, monitors, computers, etc., transfer of permit information from Naviline, and additional staffing needs for coverage during training and transition period; and

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

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Composite Exhibit A

Resolution No. 20-43

FY2020 Building Special Revenue - Fund 109
 Prepared: September 15, 2020
 Finance: Finance Staff

**Budget Increase /
(Decrease)**

Revenues:

Other Financing Sources - Appropriated Equity 900,000

Total Revenues: \$ 900,000

Expenditures:

Capital Outlay - Computer Software 900,000

Total Expenditures: \$ 900,000

To budget for the use of Fund Balance and appropriate funds to Project ZMI057 - Digital Plan Review Project, for the purchase of software and hardware, assistance with implementation and integration and additional staff time for project related activities.

<u>Information for Budget Amendment</u>					
Type	Cost Center	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	General Revenues	380000 Other Financing Sources	Appropriated Equity	N/A	900,000
Total Revenues:					900,000
Expense	Building	600000 - Capital Outlay	Computer Software	N/A	900,000
Total Expenditures:					900,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-44 - Acceptance of Deed of Dedication for public purposes for the extension of Dairy Court, through the Oak Street Industrial Park project

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-44 accepting the Deed of Dedication for right-of-way for the 60-foot right-of-way extension of Dairy Court.

SUMMARY: As part of the Oak Street Industrial Park development the property owner is required by the Land Development Code to dedicate and construct a 60-foot wide right-of-way through the property to extend Dairy Court from its current terminus to Oak Street prior to issuance of the first Certificate of Occupancy or Letter of Completion being issued for the development. The Oak Street Industrial Park development includes the construction of nineteen office/warehouse industrial buildings along with associated site improvements and construction of Dairy Court from its current terminus to Oak Street.

The right-of-way dedication completes the extension of the existing 60-foot Dairy Court right-of-way through the Oak Street Industrial Park property. The dedication and extension of Dairy Court will serve as a connection through the existing Dairy Court Subdivision and the Oak Street Industrial Park property for improved traffic flow for current and future industrial developments.

A portion of the Dairy Court extension is already under construction with the development of the first three buildings in the Oak Street Industrial Park project and the remaining segment of roadway will be completed concurrent with the completion of the remainder of the project. The roadway extension was designed in accordance with the City's Standard Roadway Construction Detail including 2-foot curbs and gutters and includes public utilities (water, sewer, and fire hydrants) within the right-of-way. Upon completion and final acceptance by City staff, the Dairy Court extension will become a public roadway owned and maintained by the City of Port Orange.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Resolution No. 20-44 Oak St Deed of Dedication	Reso 20-44 Oak St Deed od Dedication.pdf
----	--	--

Margaret Tomlinson

Tim Burman

Shannon Balmer

Jake Johansson

Robin Fenwick

Created/Initiated - 8/27/2020

Approved - 8/28/2020

Approved - 9/8/2020

Approved - 9/8/2020

Final Approval - 9/8/2020

RESOLUTION NO. 20-44

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ACCEPTING A DEED OF
DEDICATION CONVEYING APPROXIMATELY A SIXTY (60)
FOOT WIDE RIGHT-OF-WAY FOR PUBLIC USE;
PROVIDING FOR CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, Cowart & Sons Development, LLC is willing to convey to the City of Port Orange, Florida certain real property for the purpose of a right-of way for public use; and

WHEREAS, Cowart & Sons Development, LLC has executed and presented to the City of Port Orange, Florida, a Deed of Dedication, attached hereto as **EXHIBIT “1”**, incorporated herein and made a part hereof by reference; and

WHEREAS, said deed conveys lands improved as a right of way for public use identified as a continuation of Dairy Court; and

WHEREAS, it is in the best interest of the City to accept the Deed of Dedication for purposes stated herein; and

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida hereby accepts the Deed of Dedication, attached hereto.

Section 3. The City Council of the City of Port Orange, Florida has determined that the acquisition of the aforesaid property is for a public purpose.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolutions are hereby repealed to the extent of such conflict.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolutions which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on this _____ day of _____ 2020

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

EXHIBIT "1"

Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

A portion of Parcel Nos. 6341-03-00-1060 & 6341-04-01-0340

Deed of Dedication (Right-of-Way)

This Deed of Dedication, is made and executed this 4th day of September, 2020, between **COWART & SONS DEVELOPMENT, LLC**, a Florida limited liability company, whose mailing address is 912 Bentwood Lane, Port Orange, FL 32127 hereinafter referred to as, "Dedicator;" and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, "City."

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

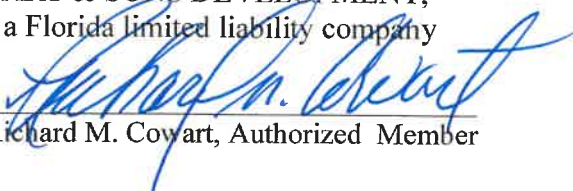
IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first above written.

Signed, sealed and delivered
in the presence of:


Printed Name: Jettrey C. Sweet


Printed Name: Kimberly A. Haddaway

Dedicator:
COWART & SONS DEVELOPMENT,
LLC, a Florida limited liability company

By: 
Richard M. Cowart, Authorized Member

Date: September 4 2020

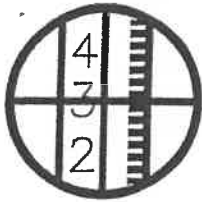
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Deed of Dedication* was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this 4th day of September, 2020 by Richard M. Cowart, Authorized Member of **COWART & SONS DEVELOPMENT, LLC** a Florida limited liability company, who [☒] is personally known to me, or [] have produced _____ as identification.



KIMBERLY A HADDAWAY
Commission # GG 254970
Expires October 2, 2022
Bonded Thru Budget Notary Services


Notary Public, State of Florida at Large
Commission Number, Date of Commission, Expiration, and Seal



SLIGER & ASSOCIATES, INC.

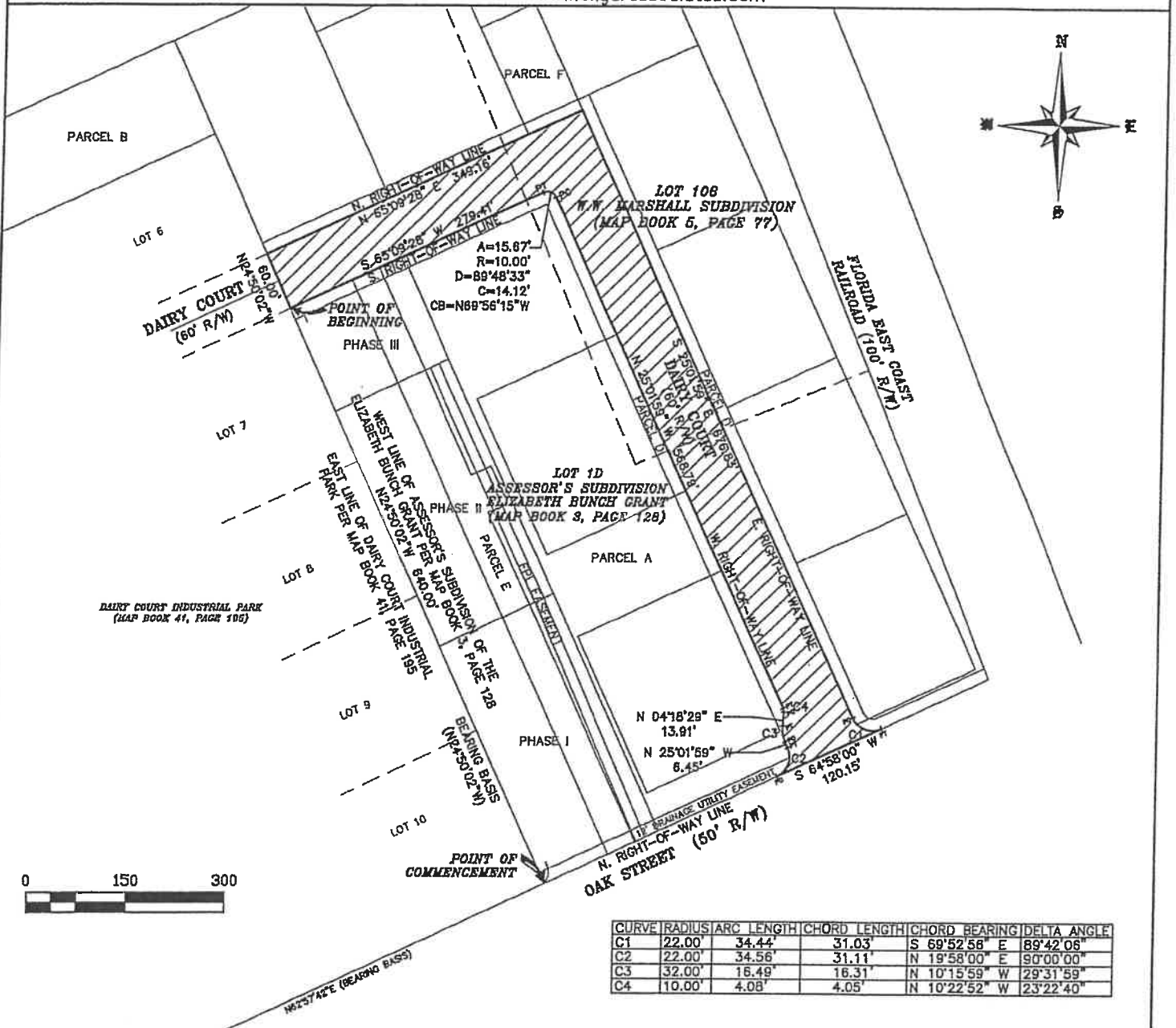
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerassociates.com

EXHIBIT "A"



SKETCH OF DESCRIPTION NOT A BOUNDARY SURVEY

FOR: COWART AND SONS DEVELOPMENT LLC

DESCRIPTION: A PORTION OF LOT 1-D, ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT IN SECTION 41, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 3, PAGE 128, AND A PORTION OF LOT 106, W.W. MARSHALL SUBDIVISION, MAP BOOK 5 PAGE 77, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

SEE SHEET 2 OF 2 FOR FULL DESCRIPTION

JOB #20-0638 (DAIRY COURT)

SCALE: 1"=150'

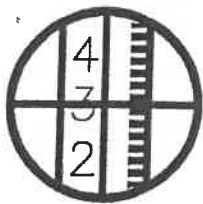
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
R/W	RIGHT OF WAY
CL	CENTERLINE
CA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE BASED ON THE EAST LINE OF DAIRY COURT INDUSTRIAL PARK PER MAP BOOK 41, PAGE 195, HAVING A BEARING OF N24°50'02"W.
3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DESCRIPTION IS BASED ON A BOUNDARY SURVEY PREPARED BY THIS FIRM BEING (JOB NO. 19-0732).

LEGAL DESCRIPTION: (DAIRY COURT)

A PORTION OF LOT 1-D, ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT IN SECTION 41, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 3, PAGE 128, AND A PORTION OF LOT 106, W.W. MARSHALL SUBDIVISION, MAP BOOK 5 PAGE 77, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 10, DAIRY COURT INDUSTRIAL PARK, MAP BOOK 41, PAGE 195 THENCE N24°50'02"W ALONG THE WEST LINE OF ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT PER MAP BOOK 3, PAGE 128 A DISTANCE OF 640.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF DAIRY COURT A 60.00 FOOT RIGHT OF WAY; THENCE CONTINUE N24°50'02"W A DISTANCE OF 60.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT AND THE NORTH RIGHT-OF-WAY LINE OF SAID DAIRY COURT; THENCE DEPARTING SAID LINE, N65°09'28"E A DISTANCE OF 349.16 FEET; THENCE S25°01'59"E A DISTANCE OF 676.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET, A CHORD BEARING OF S69°52'56"E, AND A CHORD DISTANCE OF 31.03 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°42'06" AN ARC DISTANCE OF 34.44 FEET TO A POINT OF NON-TANGENCY AND THE NORTH RIGHT-OF-WAY LINE OF OAK STREET, A 50 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED; THENCE S64°58'00"W A DISTANCE OF 120.15 FEET ALONG SAID NORTH LINE TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 22.00 FEET, A CHORD BEARING OF N19°58'00"E, AND A CHORD DISTANCE OF 31.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 34.56 FEET TO THE POINT OF TANGENCY; THENCE N25°01'59"W A DISTANCE OF 6.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 32.00 FEET, A CHORD BEARING OF N10°15'59"W, AND A CHORD DISTANCE OF 16.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°31'59" AN ARC DISTANCE OF 16.49 FEET TO THE POINT OF TANGENCY; THENCE N04°18'29"E A DISTANCE OF 13.91 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N10°22'52"W, AND A CHORD DISTANCE OF 4.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°22'40" AN ARC DISTANCE OF 4.08 FEET TO THE POINT OF TANGENCY; THENCE N25°01'59"W A DISTANCE OF 568.79 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N69°56'15"W, AND A CHORD DISTANCE OF 14.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'33" AN ARC DISTANCE OF 15.67 FEET TO THE POINT OF TANGENCY; THENCE S65°09'28"W A DISTANCE OF 279.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60,088.00 SQUARE FT± OR 1.379 ACRES MORE OR LESS.

REFERENCE:

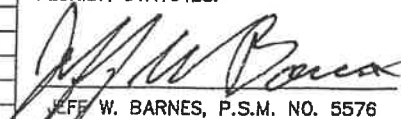
TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	COWART AND SONS DEVELOPMENT LLC	7/02/2020	20-0638
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 2 OF 2 (DAIRY COURT)

FOR: COWART AND SONS DEVELOPMENT LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	7/02/2020	20-0638		M.A.L.	J.W.B.
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


JEFF W. BARNES, P.S.M. NO. 5576

JOINDER AND CONSENT OF MORTGAGEE

Intracoastal Bank, a banking corporation ("Mortgagee"), the owner and holder of that certain Mortgage Deed and Security Agreement dated December 23, 2014, as modified from time to time, and Assignment of Rents, Leases and Profits and UCC Financing Statement, which Mortgage, Assignment of Rents and UCC Financing Statement are recorded in Official Records Book 7067, Page 2800, Official Records Book 7805, Page 2664, and Official Records Book 7805, Page 2667, respectively, of the Public Records of Volusia County, Florida, and encumber the land and improvements being submitted to Phase condominium ownership which requires the forgoing Deed of Dedication to implement the Phase Condominium Plan, hereby consents to and joins in said Deed of Dedication. Mortgagee hereby reserves all of its rights and remedies as granted under said Mortgage Deed and Security Agreement, Assignment of Rents and UCC Financing Statement, as modified, provided the forgoing Deed of Dedication cannot be extinguished without the express written consent of the City of Port Orange, Florida..

IN WITNESS WHEREOF, Mortgagee has caused there presents to be signed in its corporate name and its corporate seal to be affixed this 4th day of September, 2020.

Intracoastal Bank

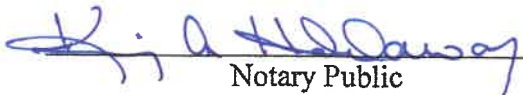
By: 
Ryan Page, Senior Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of September, 2020, by **Ryan Page, Senior Vice President of Intracoastal Bank**, on behalf of the Bank, who is ☒ personally known to me or ☐ produced a Driver's license as identification.



KIMBERLY A HADDAWAY
Commission # GG 254970
Expires October 2, 2022
Bonded Thru Budget Notary Services


Notary Public



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B11) Historic Tree Removal without a Residential Tree Removal Permit - 3612 Lex Court

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to require mitigation for the loss of the 42" Diameter historic tree at 3612 Lex Court by planting one (1) replacement shade tree and payment of a tree removal permit.

SUMMARY: Code Enforcement received a complaint about a tree that was cut down on Thursday, June 25 at 3612 Lex Court. Code Enforcement Staff confirmed there was no tree removal permit and went to the property to investigate. When staff arrived at the resident property, a large portion of the tree had been cut down by Aardvark Tree Removal, the service hired by the property owner. Staff took many photos of the cut pieces of the tree and the remaining 42" diameter stump (attached as Exhibit A). The tree removed without a tree removal permit was determined to be a 42" historic Live Oak tree. According to the tree removal service that removed the tree, it was removed due to decay but the tree removal service did not have a report by a certified arborist or licensed landscape architect stating decay as the reason the tree needed to be removed. Staff consulted with the City Forester who visited the property to inspect the remaining stump. He concluded that the tree looked healthy and sound from the stump and pictures and the tree removal service reason of decay to justify the removal of the historic Live Oak is insufficient and does not meet industry standards.

The removal of the 42" historic Live Oak tree has resulted in less trees than required for the residential lot. In accordance with the Land Development Code, the 11,718 sq. foot lot at 3612 Lex Court is required to have five (5) shade trees. The lot has the equivalent of 4 shade trees (2 oaks, 3 palms and 1 crape myrtle). Based on the code regulations in place on August 28 for the removal of a historic tree without a city approved tree removal permit on a residential lot, staff is recommending mitigation for the loss of the historic tree by planting one (1) replacement shade tree and payment of a tree removal permit.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Exhibit A 3612 Lex Court Tree Photos	Exhibit A 3612 Lex Court Tree Photos.pdf
2.	Location Map of 3612 Lex Ct.	Location Map of 3612 Lex Ct..pdf

Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

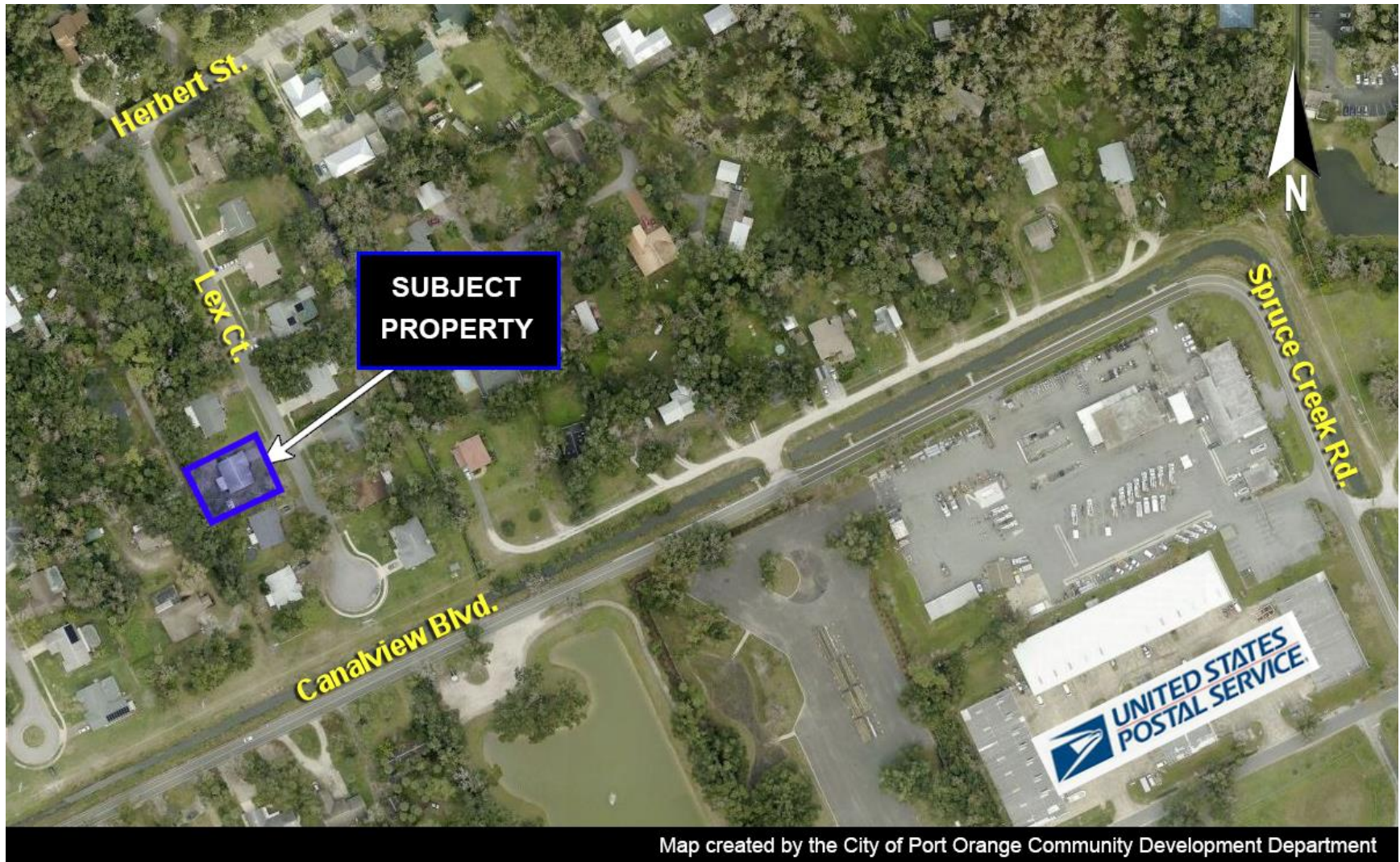
Created/Initiated - 9/3/2020
Approved - 9/3/2020
Approved - 9/3/2020
Final Approval - 9/8/2020







Location Map of 3612 Lex Ct.



Map created by the City of Port Orange Community Development Department



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B12) Denial of Historic Tree Removal Request – 20 Gindy Lane
(Lamplighter Mobile Home Park)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to deny the request to remove the 52” Historic Live Oak Tree at 20 Gindy Lane, located within the Lamplighter Mobile Home Park.

SUMMARY: EAB Recommendation (7/27/2020): Denial 5-0

Sun Communities, Inc., management company for Lamplighter Mobile Home park, is requesting to remove one 52-inch diameter at base height (DBH) historic live oak tree located at 20 Gindy Lane. The applicant is requesting to remove the historic 52” historic live oak tree for the installation of a new mobile home on the lot.

In 2011, a permit was issued to demolish and remove the mobile home located on the subject lot. The lot has been vacant for the last 9 years. In 2014, a tree removal permit was applied to remove the same historic oak tree, but the permit was cancelled. A new application was received to remove the 52” historic live oak in early 2020. According to the applicant, the request to remove the historic tree is to allow for the placement of a new mobile home on the lot. The proposed placement of the mobile home would be located on the last vacant lot in Lamplighter Mobile Home Park. In addition, the applicant states that the roots from the historic tree are damaging the mobile homes privately maintained roadway and sidewalk.

Staff consulted with the City Forester to confirm the tree was a historic Live Oak and to conduct a tree risk assessment (see attached). According to the assessment, the historic live oak at 20 Gindy Lane is a low risk and healthy tree. At their July 27 meeting, the EAB also recommended that the historic Live Oak tree not be removed.

Removal of the historic Live Oak tree requires approval by City Council, a mitigation payment into the City’s tree bank or planting of replacement shade trees on site, or a combination of both payment and replacements. The mitigation payment for the 52” historic healthy Live Oak is \$8,601.05 or the planting 25 replacement shade trees, or a combination of both. As part of the applicant's request to remove the healthy 52” historic Live Oak tree, the applicant is also requesting to not have to mitigate for the healthy 52” historic Live Oak tree, if the City Council approves their removal request.

Based on the assessment of the historic Live Oak tree by the City Forester and that the tree is in good health, staff is recommending denial of the request to remove the 52” historic

Live Oak located at 20 Gindy Lane.

Project No.: Funding Account No.:

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	20 Gindy Lane letter from Property Manager and photos	20 Gindy Lane letter from Property Manager and photos.pdf
2.	20 GINDY LN Tree Assessment	20 GINDY LN Tree Assessment.pdf
3.	Location Map of 20 Gindy Lane	Location Map of 20 Gindy.pdf

Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 9/3/2020
Approved - 9/3/2020
Final Approval - 9/8/2020



Lamplighter

3202 South Nova Road, Port Orange, FL 32129
Phone: 386-761-2481 • www.lamplighterportorange.com

January 20, 2020

Ms. Briana Conlan-King
Senior Planner
City of Port Orange – Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: 20 Gindy Lane (3202 Nova Road) Tree Removal

To whom it may concern:

We would like to request your approval to remove the large, Live Oak tree located at the front of the lot of 20 Gindy Lane within Lamplighter Mobile Home Park.

The basis for this request is as follows: We are a mobile home park providing affordable housing options in Port Orange. We have a maximum lot capacity of 260 homes. Over the last several years we have brought in new and affordable homes, filling all but one remaining lot, namely 20 Gindy Lane. Over the years, we selected all other available lots, always holding off on placing a home on this lot due to the historic Live Oak located at the front of the lot. We respectfully request approval to remove the tree located on this lot so we may build our final home at Lamplighter.

In addition to the above reasoning, please review photos of the damage caused by the growth of the roots of the tree to our sidewalk and roadway adjacent to the tree. In a recent city council meeting, a developer requested permission to remove a similar tree which was granted, and no tree bank funds were deemed due, as a result of the current and potential damage the tree posed. Due to the conditions surrounding the tree on lot 20, we are requesting the same exception to the tree bank requirement. We have enclosed photos of the damage for your review.

We value our partnership with the City of Port Orange, and look forward to receiving your approval to proceed with our request.

Should you need any additional information, please don't hesitate to reach out to Jonathan Sanchez, Community Manager at 386-761-2481 or you may contact me directly at 352-328-4651.

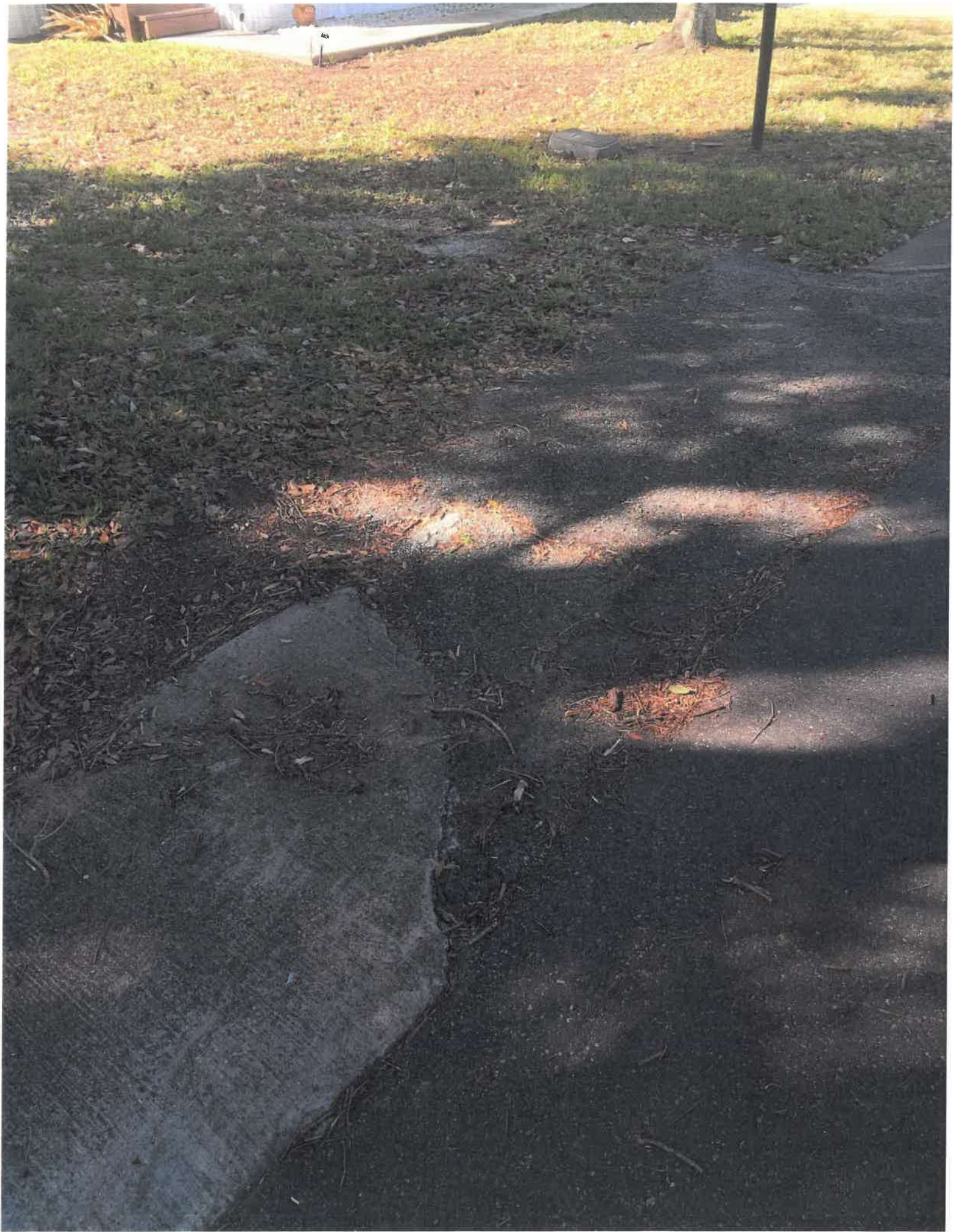
Sincerely,

A handwritten signature in blue ink that reads "Megan Bunting". The signature is fluid and cursive, with a small "MB" monogram at the end.

Megan Bunting
RVP, Operations & Sales

cc: J. Sanchez-Community Mgr.









Basic Tree Risk Assessment Form

Client City of Port Orange Date 1/14/2020 Time _____
 Address/Tree location 20 GINDY LANE Tree no. 1 Sheet 1 of 2
 Tree species LIVE OAK QUERCUS LAURAFOLIA dbh 52 Height 5.5 16' LOGS Crown spread dia. 60'
 Assessor(s) STEVE EDGAR, CITY FORESTER Tools used Standard Time frame _____

Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction practical?
			Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	DRIVE WAY AT 20 GINDY LN.	NONE	YES	YES	YES	3	NO	NO
2	HOME AT 20 GINDY LN.	NONE	YES	YES	YES	4	NO	NO
3	GINDY LN. CITY STREET	NONE	NO	YES	YES	2	NO	NO
4								

Site Factors

History of failures NO, HISTORIC LEAN AND PRUNING Topography Flat ☐ Slope ☒ 5 % Aspect WEST
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe Historic when subdivision was built
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☒ 30 % Describe HISTORIC
 Prevailing wind direction _____ Common weather Strong winds ☐ Ice ☐ Snow ☐ Heavy rain ☒ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☐ High ☒ Foliage None (seasonal) ☐ None (dead) ☐ Normal 99 % Chlorotic _____ % Necrotic 1 %
 Pests/Biotic _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☒ Roots ☒ Describe LIVE OAK HAS HIGH DECAY RESISTANCE VERY STRONG WOOD

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☒ Wind funneling ☐ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☐ Dense ☒ Interior branches Few ☐ Normal ☐ Dense ☒ Vines/Mistletoe/Moss ☐
 Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☒ LCR 80 %
 Dead twigs/branches 1 % overall Max. dia. 2"
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☐
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☐
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____

HISTORIC STEM CUT Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
 Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐
 Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☒ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean 21 ° Corrected? YES
 Response growth YES
 Condition(s) of concern NONE
 Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
 Root plate lifting ☐ Soil weakness ☐
 Response growth _____
 Condition(s) of concern _____
 Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

[illegible]

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

THIS IS A LARGE HISTORIC
LIVE OAK WITH A LONG ESTABLISHED AND STABLE
LEAN. THE TREE HAS DEVELOPED A NEW TRUNK
FROM A BRANCH. THE TRUNK IS SOUND, AN OLD
PRUNING CUT IS WELL COMPARTMENTALIZED WITH 12 " HOLDING WOOD

1. NONE NEEDED	Residual risk
2.	Residual risk
3.	Residual risk
4.	Residual risk

Overall residual risk None ☐ Low ☒ Moderate ☐ High ☐ Extreme ☐ **Recommended inspection interval** _____

Inspection limitations ☐None ☐Visibility ☐Access ☐Vines ☐Root collar buried Describe _____

Conlan-King, Briana

From: Edgar, Steve
Sent: Tuesday, January 14, 2020 10:00 AM
To: Conlan-King, Briana
Subject: RE: 20 Gindy Lane - Lamplighter MH Park
Attachments: 20 GINDY LN.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Briana:>

Attached please find the ISA risk assessment you requested. This tree is sound and very healthy. The Assessed Risk is LOW. The City needs to keep as many trees like this we can.

From: Conlan-King, Briana <brking@port-orange.org>
Sent: Monday, January 13, 2020 4:02 PM
To: Edgar, Steve <sedgar@port-orange.org>
Subject: RE: 20 Gindy Lane - Lamplighter MH Park

Thanks Steve!

From: Edgar, Steve <sedgar@port-orange.org>
Sent: Monday, January 13, 2020 3:56 PM
To: Conlan-King, Briana <brking@port-orange.org>
Subject: RE: 20 Gindy Lane - Lamplighter MH Park

Yes Briana, I will get it first thing tomorrow.

From: Conlan-King, Briana <brking@port-orange.org>
Sent: Monday, January 13, 2020 3:38 PM
To: Edgar, Steve <sedgar@port-orange.org>
Subject: 20 Gindy Lane - Lamplighter MH Park

Steve,

We received an application for a historic tree removal at 20 Gindy Lane (Lamplighter MH Park – 3202 Nova Rd). The tree is located on the front left of the lot and is approximately 48" DBH. Can you go out and do an ISA risk assessment as soon as possible.

Thank you,
Briana

Briana Conlan-King
Senior Planner
City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

Location Map of 20 Gindy Lane in Lamplighter Mobile Home Park





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B13) Approval of Residential Historic Tree Removal Request -110 Cambridge Drive

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the request to remove the 60" Historic Live Oak Tree at 110 Cambridge Drive conditioned on mitigation by planting 1 replacement shade tree.

SUMMARY: On July 20, Amber Williamson, property owner of 110 Cambridge Drive, contacted staff by email that a large limb from a 60" diameter historic Live Oak tree located on her property fell during a recent storm and landed on her garage. The limb that fell was a competing trunk that split and fell away from the adjacent trunk where the two trunks previously branched into two trunks. This is an example of the danger posed by competing trunks on large, mature trees.

The large open wound that was created by the loss of the large competing trunk exposes the remaining tree to further decay, insects and disease and therefore the remaining tree has been deemed unsafe and should be removed.

According to the Land Development Code, the request to remove a historic Live Oak tree on a residential lot, requires approval by City Council and mitigation if removal of the tree results in less trees than required for the lot. In accordance with the Land Development Code(LDC), the residential lot at 110 Cambridge Drive is required to have four (4) shade trees with half of the required trees in the front half of the lot. There are currently 4 shade trees in the rear yard and 1 shade tree (the historic tree) in the front yard of the subject residential lot. In accordance with Chapter 13, Section 5.5 (d) (2), residential lots that do not meet the requirements for shade trees shall have legal nonconforming status with respect to landscaping/shade trees. Replacements shall only be required to ensure that the extent of the nonconformity is in no way enhanced or enlarged by tree or vegetation removal activities. If the removal of the historic Live Oak tree from the subject lot is approved, the applicant will be required to plant one (1) replacement shade tree as part of the mitigation required by the LDC.

Based on staff assessment of the remaining tree, staff is recommending approval of the request to remove the 60" historic Live Oak located at 110 Cambridge Drive conditioned on mitigation by planting one (1) replacement shade tree in accordance with LDC Chapter 13, Section 5.5 (d)(2).

Project No.: Funding Account No.:

Presenter: Margaret Tomlinson, Tim Burman

ATTACHMENTS:

1.	Location Map of 110 Cambridge Drive	Location Map of 110 Cambridge Drive.pdf
2.	Exhibit A 110 Cambridge Drive Tree Photos	Exhibit A 110 Cambridge Drive Tree Photos .pdf

Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 9/3/2020
Approved - 9/3/2020
Approved - 9/3/2020
Final Approval - 9/8/2020

Location Map of 110 Cambridge Drive











EXHIBIT A – 110 CAMBRIDGE DRIVE – TREE PHOTOS





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (B14) Approval of a Minor Special Event for the First United Methodist Church Annual Pumpkin Patch

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event request, by the First United Methodist Church located at 305 Dunlawton Avenue.

SUMMARY: The First United Methodist Church (FUMC) has requested a Minor Special Event permit for their annual sale of pumpkins. Minor Special Events can be approved by staff administratively, but due to the proposed length of the event, the Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council to approve any Special Event that exceeds seven (7) consecutive calendar days.

The requested event dates for the First United Methodist Church Pumpkin Patch are October 3, 2020, through November 1, 2020, (30 days) from 1:00 PM to 9:00 PM Monday through Friday, and 11:00 AM to 9:00 PM on Saturday and Sunday. The event this year will NOT include the Fall Festival or the Trunk or Treat.

The pumpkin sales event has occurred at this location for several years and staff is not aware of any issues or concerns associated with the duration of the event. As a result, staff recommends approval of the request to extend the duration of the Minor Special Event beyond seven consecutive calendar days.

As required with the submittal of a Minor Special Event application, the First United Methodist Church provided the guidelines to be used during this event to adhere to the CDC Social Distancing Requirements to keep volunteers, church members, and visitors safe. These measures are consistent with the current CDC guideline for an outdoor event of this type. Attached is the social distancing plan provided by the First United Methodist Church.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	SE Permit 20-4347 Location Map	SE Permit 20-4347 Location Map.pdf
2.	Pumkin Patch Social Distancing Plan	Pumkin Patch Social Distancing Plan.pdf

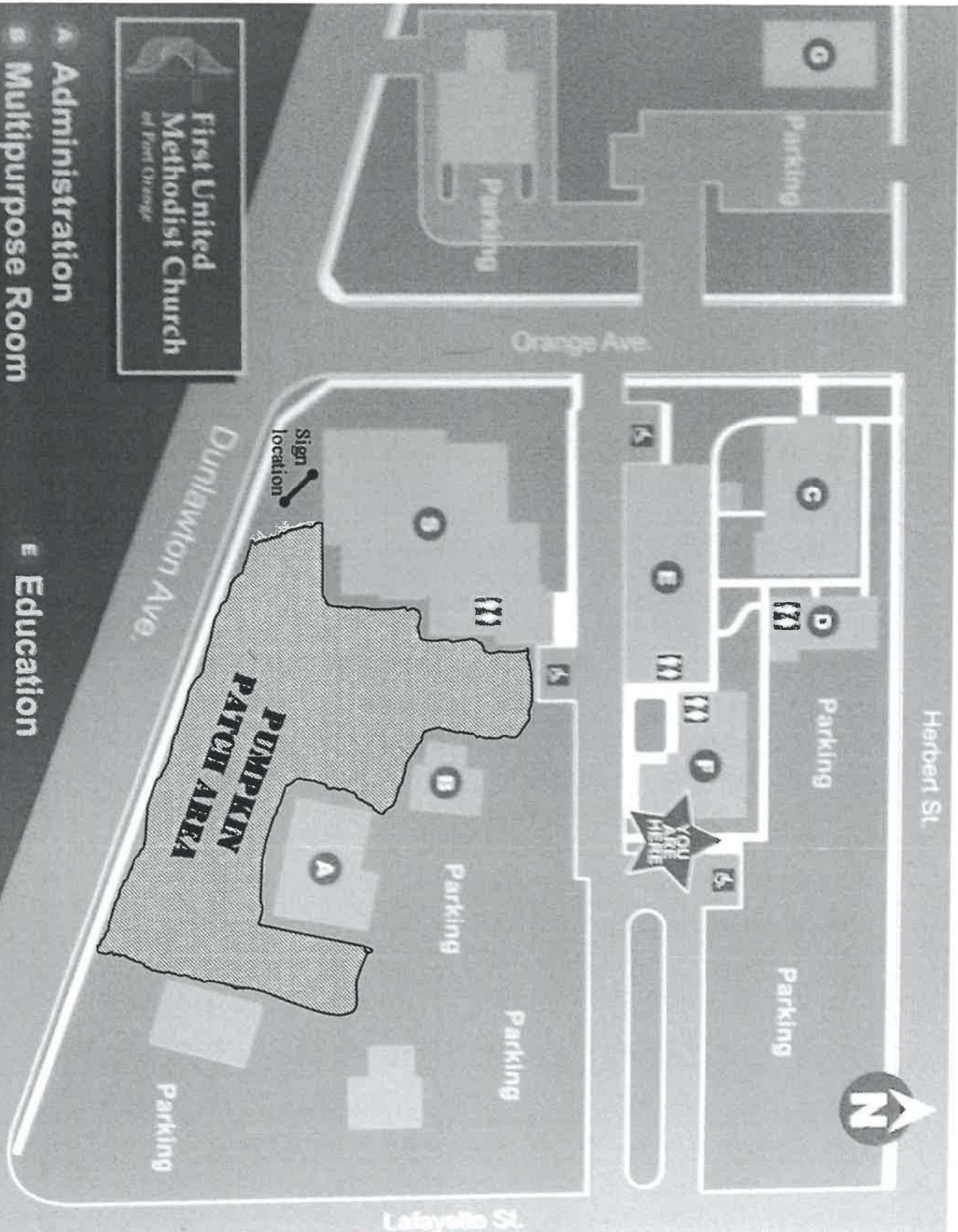
Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 8/28/2020
Approved - 8/31/2020
Approved - 9/1/2020
Final Approval - 9/8/2020

- Administration
- Multipurpose Room
- Children & Youth Activity Center (CYAC)
- Multipurpose Room

- Education
- Fellowship Hall
- Herbert House
- Sanctuary

- Restrooms
- Handicapped Parking



Long Saint Joe

Social Distancing Plan for 2020

It is our desire to keep our volunteers and church members safe as well as our visitors and clintial. Here are our new guidelines as to adhere to the CDC Social Distancing Requirements.

- 1.) PATCH SETUP: You will notice a different layout of the pumpkins this year to ensure we don't have customers bottle-necked in long aisle ways. We expect a more checkered pattern to allow for multiple ways to maneuver around the patch. Families are encouraged to stay together.
- 2.) MAXIMUM PATRONS: There will only be 1 entrance and exit this year to ensure we do not go over capacity. If our customer count gets above 35, we may close the gate to allow patrons enough distance. We have people counters and volunteers to make the immediate decision should we need to. This may call for moments that customers will need to wait in our parking lot area before entering on the patch. We will encourage clintial on our website to avoid peak times like 11a-4p on Saturdays and Sundays, to ensure you have plenty of time to enjoy your day.
- 3.) SOCIAL DISTANCING: There will be 6' spacing signs/cones to ensure proper distancing when cashing out. We have also are moving our inventory to ensure we have line space for up to 10 customers.
- 4.) PRODUCT HANDLING: Customers may be asked to measure their own pumpkins to avoid touching by our patch volunteers. We have spray cleaners on hand to ensure contaminated rulers can be cleaned. We will also spray and sanitize the wagon handles after each use.
- 5.) MASK PROTECTION: All of our volunteers will be wearing a mask at any time they are in a 6 foot vicinity of another person. We will ask that customers wear a mask when interacting with our volunteers.
- 6.) SANITIZER STATIONS: We will have sanitizer stations at the cashiers table and at the entrance/exit available to assist that our customers have an opportunity to use it if needed.



Lory Santora
8/27/20



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: Yes

SUBJECT: (B15) Approval of Proposed Accounts Receivable Write-Off of Uncollectible Debts

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Accounts Receivable Write-Off of Uncollectible Debts.

SUMMARY:

1. **Former POPD officers who resigned prior to fulfilling their employment contract obligations:** waive cumulative interest accrued through 08/20. Principal amounts will be sent to our Collection Agency in 09/20. Start accruing 15% annual interest in 10/20. Starting with a "Clean Slate" gives debtors more of an incentive to pay. More than half of these accounts (invoices) were returned by the USPS as "Undeliverable". Until six months ago these accounts were not actively pursued for collection. This was a consensual decision after discussions in great detail between Matt Jones, Chief Grimaldi, Scott Neils, and Terry Bodine (A/R Accountant). **\$25,029.01**
2. **Code Enforcement - balance owed on a foreclosed property:** These Liens aren't collectible because they were all recorded after Lis Pendens; thus, the City is foreclosed of all claim in the property. **\$48,117.21**
3. **AT&T Mobility - Slayton Wireless:** This is a franchise store. They owe us for four years' worth of Hazardous Use Permits (2016 thru 2019), plus \$40 in Penalties and \$10.12 in Interest. They purchased the store in 2016, and we've been sending invoices and statements to an incorrect address. The franchisee never received the invoices. They've agreed to pay for the permits, and request we waive the fees. **\$50.12**
4. **Rowley's Printing Service:** Invoice issued for their 2019 Hazardous Use Permit, unaware that business closed 01/15/19. **\$38.94**
5. **Fran's Cutting Edge:** Outstanding balance is for their 2016 Hazardous Use Permit. Business closed 04/22/16. **\$56.44**
6. **Salon in the City:** \$25 Invoice issued 01/16 for their 2016 Hazardous Use Permit. Business left Pt Orange 03/16. Customer paid the \$25 in 09/20, requests we waive the \$31.37 Penalty and Interest from her account since she never received the invoice. **\$31.37**
7. **Brian's Victory Auto Body:** Invoice issued for 2019 Hazardous Use Permit, unaware that the business was closed. **\$38.94**
8. **Black Label Professional:** Invoice issued for 2016 Hazardous Use Permit, unaware that the business was closed. **\$50.00**

-
9. **Accord Clinical Research:** Invoice issued for 2018 Hazardous Use Permit, unaware that the business was closed. **\$43.45**
 10. **Krismark, Inc:** Interest & Penalties on their 2017 Hazardous Use Permit invoice. Business closed in 2017.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Item #1 - 09-15-20	Item #1 - 09-15-20.pdf
2.	Item #2 - 09-15-20	Item #2 - 09-15-20.pdf
3.	Items #3 thru #10 - 09-15-20	Items #3 thru #10 - 09-15-20.pdf

Terry Bodine	Created/Initiated - 8/25/2020
Lupe Reyna-Coffin	Approved - 9/9/2020
Scott Neils	Approved - 9/9/2020
Matthew Jones	Approved - 9/9/2020
Jake Johansson	Approved - 9/10/2020
Robin Fenwick	Final Approval - 9/10/2020

August 31, 2020

[illegible]

09/09/20

Proposed Accounts Receivable Write-Off of Uncollectible Debts

September 15, 2020 - Code Enforcement Liens

Council Item #2										
No.	Type	Name	Address	Cust No.	Date	Lien Amount	Penalties & Interest	Less Payments to Date	Proposed Write-Off	Reason for Write-Off
2	Code Enforcement:	Country Manor Assisted Living and Retirement Home LLC	1152 Old Hammock Rd Pt. Orange, FL 32129	2906	08/31/20	\$39,585.73	\$8,531.48	\$0.00	\$48,117.21	Liens aren't collectible because they were all recorded after Lis Pendens; thus, the City is foreclosed of all claim in the property
	Case Numbers:									
	15-1367 16-1695 16-1140									

\$48,117.21

**Proposed Accounts Receivable Write-Off of Uncollectible Debts
September 15, 2020 -- Miscellaneous**

Council Items 3 thru 10

No.	Type	Name	Address	Cust No.	Amount Invoiced	Penalties & Interest	Less Payments to Date	Proposed Write-Off	Reason for Write-Off
3	Hazardous Use Permit	Slayton Wireless (dba AT&T Mobility) Store location: 3800 S. Nova Rd.	105 Executive Pkwy Suite 300 Hudson, OH 44236	2214	\$100.00	\$50.12	(\$100.00)	\$50.12	Current owner purchased this store in 2016. We weren't aware of this change, and annual Hazardous Use invoices were issued to the former owner's address. Invoices weren't returned to us. A \$10 penalty charge, plus interest, has been accruing for each unpaid invoice. After much research I learned of the new business, contacted the new owner, and discussed the unpaid invoices. She has agreed to pay the outstanding invoices, and requests we waive the penalties and interest.
4	Hazardous Use Permit	Rowley's Printing Service	415 Oak St. #2/3 Pt. Orange, FL 32127	1836	\$25.00	\$13.94	\$0.00	\$38.94	Invoice issued 01/31/19 for their 2019 HU Permit, unaware that this business is closed. Closed date - 01/15/19 per Sunbiz.org.
5	Hazardous Use Permit	Fran's Cutting Edge	5606 S. Ridgewood Pt. Orange, FL 32127	2445	\$25.00	\$31.44	\$0.00	\$56.44	Invoice issued 12/28/15 for their 2016 HU Permit, unaware that this business closed in early 2016.
6	Hazardous Use Permit	Salon in the City	3951 S. Nova Rd. Pt. Orange, FL 32127	2602	\$25.00	\$31.37	(\$25.00)	\$31.37	Invoice issued 01/16 for their 2016 HU Permit. Business left Pt. Orange 03/16. Never rec'd invoice or statements. Customer paid \$25 in 09/20, requests we waive the \$31.37 Penalty & Interest from her acct. since she didn't receive any statements.
7	Hazardous Use Permit	Brian's Victory Auto Body	4655 Spruce Creek Rd Pt Orange, FL 32127	2569	\$25.00	\$13.94	\$0.00	\$38.94	Invoice issued for 2019 HU Permit, unaware that the business was closed.
8	Hazardous Use Permit	Black Label Professional	403-J Oak Pl Pt Orange, FL 32127	2757	\$25.00	\$25.00	\$0.00	\$50.00	Invoice issued for 2016 HU Permit, unaware that the business was closed.
9	Hazardous Use Permit	Accord Clinical Research	3635 Clyde Morris Bl Pt. Orange, FL 32129	1822	\$25.00	\$18.45	\$0.00	\$43.45	Invoice issued for 2018 HU Permit, unaware that the business was closed.
10	Interest and Penalties	Krismark, Inc.	731 Dunlawton Ave Pt. Orange, FL 32127	2369	\$25.00	\$14.75	(\$25.00)	\$14.75	Interest & Penalties assessed on their 2017 HU Permit. Business closed in 2017.

\$324.01



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (H20) Planning Commission Appointments (x4)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint four (4) members to the Planning Commission.

SUMMARY: The terms for the following members expire September 2020:

Stan Schmidt
Darrel "Bo" Bofamy
Lance Green
Thomas Jordan

All members have expressed an interest to be reappointed and continue serving the City in this capacity.

The City Clerk has also received applications from the following:

Deborah Quackenbush
Michael Arminio
Richard Barker

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Arminio, Michael	Arminio, Michael 2019.pdf
2.	Barker, Richard	Barker, Richard.pdf
3.	Bofamy, Darrel	Bofamy, Darrel.pdf
4.	Green, Lance	Green, Lance.pdf
5.	Jordan, Thomas	Jordan, Thomas.pdf
6.	Quackenbush, Deborah	Quackenbush, Deborah.pdf
7.	Schmidt, Stan	Schmidt, Stan.pdf

Robin Fenwick

Created/Initiated - 9/8/2020

Jake Johansson

Final Approval - 9/8/2020

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, April 12, 2019 4:15:52 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	Code Enforcement Board*, Environmental Advisory Board, Planning Commission*
Pension Boards*	Field not completed.
Order of Preference	1 planning commission, 2 Code Enforcement, 3 Environmental Advisory

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Michael
Last Name	Arminio
Date of Birth	Field not completed.
Telephone	3862903870
Email Address	baybreezedesigns@aol.com
Business Telephone	3862903870
Are you a registered voter in Port Orange?	Yes

Address	1423 Breaks Way
City Council District	Port Orange
How long have you been a resident of Port Orange?	30 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	David Waller 761-0201
Reference 2	Lance Green 527-2656
Reference 3	Allen Green 295-0682
Education	
High School	New Smyrna Senior High
Date Graduated High School	8/16/1977
College	Daytona State College
Date Graduated College	<i>Field not completed.</i>
Degree	<i>Field not completed.</i>
Additional Information	
Work Experience	Owner, Bay Breeze Blinds Inc. 27 years
Interests / Activities	Golf, politics, civic volunteer
Community Involvement	11 years Port Orange Planning Commission, 8 years Port Orange Family Days board, 9 years PO/SD Chamber of Commerce (the last year as president), 3 years Port Orange SHIP board, 6 years (still a committee member) Church of the Epiphany finance committee, 12 years and counting Riverside Pavillion board of directors (served 7 years as president)

Why do you desire to serve on these boards?

Because I have a love of my community and the best interest for this city and its future. I have a diverse knowledge of Port Orange from economic development to construction and road issues. With the problems we have in growth going into the future, my time on the planning commission is valuable.

Resume / Additional Information

Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Michael Arminio

Date

4/12/2019

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 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Field, Shelby

From: noreply@civicplus.com
Sent: Wednesday, May 8, 2019 2:22 PM
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application

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	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
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Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Richard
------------	---------

Last Name	Barker
-----------	--------

Date of Birth	11/18/1959
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Telephone	3865620470
-----------	------------

Email Address	RBCBUILDS@gmail.com
---------------	---------------------

Business Telephone	3865662664
--------------------	------------

Are you a registered voter in Port Orange?	Yes
Address	437 Merrimac Dr.
City Council District	Port Orange
How long have you been a resident of Port Orange?	34 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Tim Burman, 386-214-4579
Reference 2	George Nour, 386-566-0422
Reference 3	Allen Green, 386-295-0682

Education

High School	Smithtown High School East
Date Graduated High School	6/1/1978
College	NA
Date Graduated College	<i>Field not completed.</i>
Degree	Apprenticed in the field of construction for 8 years (81-89). In 1989 I sat to become a Certified Building Contractor. I have been in the field locally since 1981.

Additional Information

Work Experience	1989- Present Owner/ Certified Building Contractor Richard Barker Construction, Port Orange, FL January 2004-January 2014 –Commissioner of the Planning and Zoning Board, Port Orange, FL.
Interests / Activities	Thrive Community Church, Volunteering at Thrive Church, Golf, Fishing, Spending time with my family (children and grand children)

Community Involvement	I have been involved in the community in a variety of ways since 1984. I served as a planning commissioner from 2004-2014. I have coached many sports teams for the recreational department from baseball, football, basketball and soccer. My company has sponsored local charities - Miracle League Baseball Field (in NSB) being one of my proud charities to be a part of. As well as Riverfest on the Halifax (PO) and Volunteering at Thrive Community Church (PO) to name a few.
Why do you desire to serve on these boards?	To help better my community and the city I've lived in since 1984. My experience and expertise in the industry lends me to make qualified and informed decisions that I believe can help better the community and it's swift development.
Resume / Additional Information	Richard Barker Port Orange, FL 32127 386-562-0470 I am an attentive Certified Building Contractor with a solid track record for ensuring client satisfaction while adhering to industry quality standards and sticking within established budgets. Displaying profound knowledge of construction regulations, local zoning ordinances and techniques for meeting an assortment of construction and building challenges. Dedicated to adhering to safety guidelines while completing projects. Objective To strive for innovative and timeless architectural designs, placing quality construction and ethical standards as a priority. I take pride in being highly competitive in commercial construction and luxury home building. Education 1989 State of Florida – Certified Building Contractor 1978 Smithtown High School East – Long Island, New York Skills • Well versed in local building regulations and zoning laws • Familiarity with cost estimation and budgetary preparations • Excellent ability to manage time and prioritize tasks • Sound understanding of materials and equipment procurement procedures • Strong commitment to customer service • Vast knowledge of construction documentation • Proven leadership abilities • Excellent communication skills Experience 1989- Present – Owner/Operator, Richard Barker Construction, LLC, Port Orange, FL. As a general contractor working in both commercial and residential I am contracted to build new buildings from ground up with associated site work as well as buildouts, remodels and renovations. Routinely work with engineers and architects to address any design issues. Place construction project bids and negotiate client contracts. Coordinate efforts with sub-contractors, electricians, plumbers and demolition. January 2004-January 2014 –Commissioner of the Planning and Zoning Board, Port Orange, FL. Reviewed and approved all buildings and infrastructure of the city of Port Orange.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Richard Barker

Date 5/8/2019

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 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

<u>3</u> Environmental Advisory Board	<u> </u> Library Advisory Board
<u>1</u> Construction Regulation Board*	<u> </u> Parks and Recreation Board
<u> </u> Code Enforcement Board*	<u>2</u> Planning Commission*
<u> </u> Charter Review Board	<u> </u> City Manager Selection Committee
<u> </u> Civil Service Board	<u> </u> Audit & Budget Advisory Board
<u> </u> Districting Commission	<u> </u> Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Bufamy Date of Birth 2-16-44
Address 5761 White Acres Lane P.O. 32127
Home Telephone 386 682 6424
E-Mail Address DCBufamy@gmail.com
Business Telephone 386 795 7060

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DE Shores

If yes, when and which Board? S. Daytona Currently
DE Shores - 1987-'91

SCANNED

2. REFERENCES – Please list three references (business and/or personal)

Dave Dookittle 386 547-0137 932 Countryside W.
Name, address, and telephone number P.O. FL

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Pastor Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H.R. Block Mgmt
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Coldwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating

6. COMMUNITY INVOLVEMENT

Past: Little League Coach,
La Lopez School Board member - chaired
Finance Committee and F.L. V.P. Boosters Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

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 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

☐ Environmental Advisory Board
☐ Construction Regulation Board*
☐ Code Enforcement Board*
☐ Charter Review Board
☐ Civil Service Board
☐ Districting Commission

☒ Golf Advisory Board
☐ Library Advisory Board
☐ Parks and Recreation Board
☐ Planning Commission*
☐ City Manager Selection Committee
☐ Audit & Budget Advisory Board
☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name LANCE GREEN Date of Birth 9/10/64

Address 6469 Longlake Dr

Home Telephone 386-527-2656

E-Mail Address Lancegreen@CFL.FR.COM

Business Telephone 386-527-2656

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 4

How long have you been a resident of Port Orange? 50+ years

Are you currently serving on a City Board? Planning Board

Have you ever served on a City Board? Planning Board

If yes, when and which Board? ✓

RECEIVED

MAR 27 2017

CITY OF PORT ORANGE
HUMAN RESOURCES DEPARTMENT

2. **REFERENCES** – Please list three references (business and/or personal)

ALLEN GREEN 4248 Jackson St. P.O. 322-0247
Name, address, and telephone number

Chase Tramont 386-589-1320
Name, address, and telephone number

Brian Curtiss 6446 Longlake Dr 527-6811
Name, address, and telephone number

3. **EDUCATION**

High School CREEK Class 82 Date Graduated 82½

College DSC Date Graduated 92 Degree Yes

4. **WORK EXPERIENCE** Cert. Fied General Contractor +
Certified Real Estate 40+ years in the
Construction Industry

5. **INTERESTS/ACTIVITIES** Community Service, Golf +
Parenting

6. **COMMUNITY INVOLVEMENT** Currently Serving as Chair of
Planning Board.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I have been Involved in the Golf Course From start of
Construction. I live in cypress Head and want to Assist, Success
of Golf Course

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Dance
Signature

3/24/17
Date

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 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☒ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Thomas Jordan Date of Birth 9/17/59

Address 5683 Riverside Dr Port Orange, FL 32127

Home Telephone 386-846-0491

E-Mail Address tjordan@networkingmagic.com

Business Telephone 386-322-0797

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 1

How long have you been a resident of Port Orange? 14 years

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board? Current: Planning Commission
Past: POTC CRA

2. **REFERENCES** – Please list three references (business and/or personal)

Lynn Brammerel 61 E Bayshore Port Orange, FL 32127

Name, address, and telephone number

Debbie Connors 3431 S Ridgewood Port Orange, FL 32127

Name, address, and telephone number

Ray Donadio 301 Dunlawton Ave Port Orange, FL 32127

Name, address, and telephone number

3. **EDUCATION**

High School Midpark High School Date Graduated 1977

College Cleveland State Univ Date Graduated 1982 Degree BS Elect Eng

4. **WORK EXPERIENCE**

Current: VP Networking Magic, 14 yrs Tech Sales

Past: Hewlett Packard/Trinagy, 7 yrs Software Sales; Col-Ins-Co, 6 yrs

Network Tech Sales; Allied Data, 1 yr; Scientific-Atlanta, 3 yrs Appl Engineer

5. **INTERESTS/ACTIVITIES**

Golfing, boating, politics

6. **COMMUNITY INVOLVEMENT**

Harbor Oaks HOA, Past President & Board Mbr;

PO/SD Chamber, Past President & Board Mbr; Georgia Jaycees, Past President

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I love this city and want to continue to help enhance the opportunities
for positive, responsible growth while protecting overall property rights.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature

Date

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 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

Appointed to be 7/29/10

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

___ Environmental Advisory Board
___ Construction Regulation Board*
___ Code Enforcement Board*
___ Charter Review Board
___ Civil Service Board
___ Districting Commission*

___ SHIP Committee
___ Eastport Community Redevelopment Agency
___ Town Center Community Redevelopment Agency

___ Library Advisory Board
___ Parks and Recreation Board
___ Planning Commission*

Pension Boards

___ General Employees
___ Police
___ Fire

RECEIVED

JUL 12 2010
CITY OF PORT ORANGE
CITY CLERK

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name THOMAS JORDAN Date of Birth 9/17/59
Address 5683 Riverside Dr. Port Orange, FL 32127

Home Telephone 386-322-2435

E-Mail Address Tjordan@networkingmagic.com

Business Telephone 386-322-0797

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 1

How long have you been a resident of Port Orange? 10 years

Are you currently serving on a City Board? yes - Port Orange Town Ctr CRA

Have you ever served on a City Board? _____

If yes, when and which Board? _____

2. REFERENCES – Please list three references (business and/or personal)

DEBBIE CONNORS PORTORANGE CHAMBER 3431 RIVERWOOD 761-1601
Name, address, and telephone number

MIKE ARMINIO BAY BREEZE BLINDS 1423 BREAKS WAY 304-7033
Name, address, and telephone number

ROBIN LASKY RIVERSIDE TO BANK 5947 DORAVILLE 527-4668
Name, address

3. EDUCATION

High School MIAPARK HIGH SCHOOL Date Graduated 1977

College CLEVELAND STATE Date Graduated 1982 Degree BSEE

4. WORK EXPERIENCE NETWORKING MAGIC, OWNER 2001-PRESENT
HEWLETT PACKARD 2000-2007, DESKTOP/TRINITY 1995-2000

5. INTERESTS/ACTIVITIES GOLF, BOATING

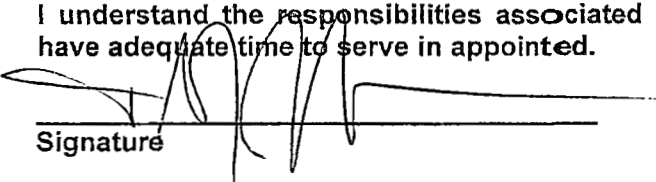
6. COMMUNITY INVOLVEMENT VP-GOV AFFAIRS & ECON DEVEL-PORTORANGE
CHAMBER, PAST PRESIDENT-HARBOR OAKS HOA, PAST PRES-GEORGIA
JUNIOR CHAMBER OF COMMERCE

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

I WOULD LIKE TO APPLY MY EXPERIENCE AND KNOWLEDGE TO HELP
IN THE DEVELOPMENT OF PORT ORANGE.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve in appointed.

Signature 

Date 7/7/10

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 506-5563.
Return this form to: Shirley Kelly, Deputy City Clerk,
1000 City Center Circle, Port Orange, Florida 32129

Field, Shelby

From: noreply@civicplus.com
Sent: Wednesday, January 16, 2019 3:46 PM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

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	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
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Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Deborah
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Last Name	Quackenbush
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Date of Birth	9/1/1950
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Telephone	386-566-9449
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Email Address	daquack@aol.com
---------------	-----------------

Business Telephone	Field not completed.
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Are you a registered voter in Port Orange?	Yes
Address	6140 Jasmine Vine Drive
City Council District	District 3
How long have you been a resident of Port Orange?	18 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Toni Henry 4258 Mayfair Lane Port Orange 386-562-5037
Reference 2	Don Ariel 688 Breckenridge Drive Port Orange 386-267-2936 (work) 386-295-7474 (cell)
Reference 3	Vinny Dappio 2100 S. Ridgewood Ave, STE #4 South Daytona, FL 32119 386-316-7516

Education

High School	Seton Catholic High School
Date Graduated High School	6/16/2019
College	Washington University – 1994 • Public Policy & Administration Broome Community College – 1970-72 • Business Administration Sullivan Community College • Business Administration Toastmasters International – 1987 CTM • Certified Toastmaster • Association for Driver Rehabilitation Specialists • 30 CEU - CDRS – 2008 • 30 CEU – CDRS 2011 Military Child Education Coalition • 12 CEU – Living in the New Normal - 2008
Date Graduated College	<i>Field not completed.</i>
Degree	Business

Additional Information

Work Experience	Deborah Quackenbush has spent her entire professional career dedicated to providing leadership in the area of
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simulation and virtual reality concepts for driver training/education, rehabilitation and assessment. Today she is the President and Managing Director of Virtual Excellence, LLC a consulting organization that provides guidance to global companies and organizations whose mission mirrors her mission of excellence in the integration and use of simulation or virtual reality solutions to promote road safety and safety outcomes for individuals, hospitals/rehabilitation centers, companies, schools and government entities. Deborah is a personally sought-after expert in the field of integrating driving simulation for the assessment and training of all types of drivers; from trucks, buses, specialty vehicles, police and passenger vehicles. As the principal at Virtual Excellence, Ms. Quackenbush has developed strategic roadmaps for product development, curricula development, assessment tools and market penetration approaches for her list of confidential clients. Key Qualifications include:

- Close to 30 years of experience in the simulation, technology and training industry and is committed to its implementation in all areas of driver education, training, remediation and assessment.
- Dynamic leadership in the public and private sector combining astute business development and strategic planning skills to bring success to corporate teams, non-profit leadership teams and build successful internal programs.
- Unique expertise in the simulation industry developing successful implementation plans for training, education and evaluations.
- Develops and maintains key relationships crucial to client's achieving corporate, training or assessment vision, growth and diversification.
- Considered exceedingly ethical and confidential.
- High energy and decisive leadership skills, creating confidence and consensus among multi/cross functional teams. Ability to leverage knowledge, relationships and skills into actionable plans.
- Actively participated for over 20 years at the Annual meetings of the National Academy of Sciences Transportation Research Board.
- Serves on the Truck and Bus Safety Committee of the Transportation Research Board (year 2 of 3 year term)
- Served on both the Operator Education and Regulation Committee (9 years as Secretary) and the Simulation and Measurement Committee.
- A member of ADED since the beginning of the organization while still with ADTSEA
- Subject matter expert and contributor on several public/private research projects relating to transportation, training and simulation.
- Served on a number of national committees charged with writing standards for performance in driver education, training and assessment.
- Former distinguished legislator from Upstate New York being elected and serving in public office for eight years. In addition, Deborah is a partner in the firm Intellivance, LLC. Together with

her two partners they have developed unique educational software for teaching math, language and science. Revolutionizing the way individuals are taught today.

Interests / Activities	Travel, golf (I use Cypress Head as often as work allows)
Community Involvement	Community is very important to me. Whether is is the work community, living community or church community it is important to give back. I am on the Board of Directors of The Arc of Volusia, a member of Our Lady of Hope Catholic church where I serve as a Eucharistic Minister, Lector and a Funeral Minister
Why do you desire to serve on these boards?	I have a long history of involvement in traffic safety and feel my expertise on the Planning Commission would be of value when developing growth plans and managing the current growth in Port Orange
Resume / Additional Information	<i>Field not completed.</i>

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Deborah Quackenbush
------------------------	---------------------

Date	1/16/2019
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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 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, May 20, 2019 1:04:17 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	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Stan
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Last Name	Schmidt
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Date of Birth	5/20/2019
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Telephone	13864053574
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Email Address	stan@sschmidtcpa.com
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Business Telephone	13862388680
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Are you a registered voter in Port Orange?	Yes
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Address	5574 Trail Side Drive
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City Council District	Port Orange
How long have you been a resident of Port Orange?	32 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	Town Center CRA
References	
Please list three references (business and / or personal)	
Reference 1	Raymond Donadio, 301 Dunlawton Avenue, Port Orange, FL 32127 386-763-5083
Reference 2	Tom Jordan, 5400 S. Williamson Blvd, Port Orange, 32128 386-846-0491
Reference 3	Mark Topal, 1515 Herbert Street, Port Orange, 32127 386-761-7841
Education	
High School	Melvin Community Schools, Melvin, IA
Date Graduated High School	5/26/1972
College	Drake University
Date Graduated College	5/20/1977
Degree	Bachelor of Science in Accounting
Additional Information	
Work Experience	Over 30 years of accounting experience for various businesses and CPA firms. Since October, 2010 I have owned and operated Stan Schmidt. CPA, P.A. in Port Orange
Interests / Activities	Community affairs, church activities, baseball, reading, bicycling and weight training.
Community Involvement	Member of the Project Oversight Committee for Volusia County Schools from 2004 to 2006 Elected to the Volusia County School Board in 2006. Represented District 3 for two terms.

Why do you desire to serve on these boards?	I want to help maintain the quality of life we enjoy in Port Orange.
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Resume / Additional Information	<i>Field not completed.</i>
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I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Stan Schmidt
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Date	5/20/2019
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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 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I21a) Second Reading - Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: CRA - Move to approve Ordinance No. 2020-27, approving the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission.

City Council - Move to approve Ordinance No. 2020-27, approving the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission and Port Orange Town Center CRA.

SUMMARY:

Planning Commission Action (06/25/20): Recommended Approval

The property owner, Halifax River Partners, LLC (HRP), is requesting approval of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021, provide the City Council the authority to extend the September 20, 2021 deadline date up to 6 months, and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions associated with the design of the restaurant, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021. The proposed Second Amendment provides the following:

- Removes the recording date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be

transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on the property owner's timeframe;

- Defer the construction of the permanent on-site and off-site improvements in Phase 1 of the original MDA to September 20, 2021;
- Defer the requirement to secure a Certificate of Occupancy for the restaurant on the point by September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2021; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for the requested deviations from the timeline in the original Riverwalk Amended and Restated Master Development Agreement. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.) The proposed timing to complete the recording of the plat, Public Trail and Park and Phase 1 site improvements is different than originally planned in the Riverwalk Amended and Restated MDA and require Planning Commission, CRA and Council direction on whether the specific deviations to the completion dates will be acceptable.

In addition to the proposed amendment to the MDA, there are additional associated documents that require City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to following documents will be considered prior to or in conjunction with the proposed MDA amendment.

1. Second Amendment to the Economic Development Incentive Agreement;
2. Second Amendment to the Exchange and Escrow Agreement for the Cardwell Funeral Home Property; and
3. License Agreement to allow temporary parking on the Cardwell Funeral Home property for the 39 slip marina, is reopened.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2020-27 with exhibit	Ord 2020-27 Riverwalk.pdf
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2.	Staff Report	Final Staff Report - Riverwalk 2nd Amendment - CC 8-19-2020.pdf
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Robin Fenwick

Created/Initiated - 8/27/2020

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Riverwalk Amended and Restated Master Development Agreement (“MDA”) recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement recorded in Official Records Book 7750, Page 1657, all in Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (hereinafter referred to as the (“Second Amendment”)); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

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

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second Amendment.

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 approve the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (attached

hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on second reading on the day of _____, 2020

Passed and adopted on second and final reading on the day of _____, 2020

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

EXHIBIT "1"

Prepared By:

Jeffrey P. Brock, Esq
Smith Bigman Brock, P.A.
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

Return Recorded Document to:

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

SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner/Developer”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the Parties amended the MDA under the First Amendment To The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 of the Public Records of Volusia County Florida (“First Amendment”); and

WHEREAS, the Parties desire to further amend the MDA as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. 3. Paragraph 6 of the MDA, “Phasing” is hereby amended to revise subparagraph “g.” as follows:
 - i. All the improvements on Lot 4 of the proposed subdivision plat referenced herein, also referred to as the "point", including a restaurant and the associated site improvements,

- extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58-slip marina.
- ii. The shared permanent parking facilities as shown on the CDP, located on Lot 9 of the proposed subdivision plat.
 - iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
 - iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City's Riverwalk Park.
 - v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference on the CDP (Exhibit "E") and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
 - vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
 - vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
 - viii. Demolition of Cardwell structures, including the building and all subsurface structures and soils.
 - ix. Temporary parking for the existing marina as described in Paragraph 18 of the MDA, "Parking", as amended.
 - x. An Eight (8) foot pedestrian pathway on Lot 4. the subject of the pedestrian easement referenced in subsection 3.e.x, of this Agreement and as generally shown on Exhibit 1. attached hereto and made apart hereof by reference.

4. Paragraph 7 of the MDA, "Subdivision" is hereby amended to delete subparagraph "f." in its entirety.

5. Paragraph 12 of the MDA, "Bonding" is hereby amended to revise subparagraph "b." as follows:

b. Prior to the close of escrow, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City, to be held in escrow, guaranteeing the completion of the demolition and construction of the Public Trail and Park (PTP) and associated PTP utilities, stormwater and landscaping as set forth on plans stamped "Approved for Construction," in the amount of two (2) years of the net income for the Cardwell property along with a timing requirement that the PTP and the associated PTP improvements shall be complete within 14 months from the commencement of construction. The remaining Phase I improvements, as set forth in paragraph 6.g. of the MDA, as amended herein, shall be complete on or before September 20, 2021. The bond, letter of credit or cash deposit shall be released to Owner/Developer upon the timely completion of the Phase I improvements, otherwise it shall be forfeited.

6. Paragraph 18 of the MDA, “Parking” is hereby amended to revise subparagraph “d.” as follows:

d. Prior to the issuance of a certificate of occupancy for any use in Phase I or September 20, 2021, whichever date is earlier, Owner/Developer shall complete the permanent parking facilities as required in subparagraph 6.g as set forth in the MDA, as amended, and as otherwise required by the City’s LDC.

7. Paragraph 18 of the MDA, “Parking: is hereby amended to revise subparagraph, “e.”, as follows:

e. The Owner/Developer may use the Cardwell Parcel to comply with the parking requirement if the former 39 slip marina is re-opened. Prior to use of this parcel for parking, the demolition of Cardwell structures, including the building and all subsurface structures and soils shall be completed, and work approved by the City. If the City still owns the parcel at the time the marina is re-opened and parking is required, a license agreement approved by the City Council between the City, Owner/Developer, and marina tenant is required prior to use of parcel for parking. The temporary parking on this parcel or in the Project Area for the Marina shall comply with the following.

- i. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a paved, stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the marina facilities as shown on the approved subdivision construction plans.
- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the period of time set forth in this section.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the marina shall be required
- iv. The allowance of the temporary parking may require a site plan or building permit and shall expire upon completion of the Phase I improvements on or before September 20, 2021.

8. Paragraph 21 of the MDA, “Effective Date/Expiration” is hereby amended to revise subparagraph “a.”, as follows:

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all PTP improvements and associated PTP utilities, stormwater drainage, and landscaping are not commenced by September 20, 2018 and completed by November 20, 2019, then this Agreement shall expire, except as amended by city council. Except as otherwise provided herein, the remaining Phase I improvements, as set forth in paragraph 6.g. of this Agreement, including but not limited to the completion of the restaurant, shall be completed on or before Five (5) years from the date of approval of this Agreement, said

date being September 20, 2021, otherwise, this Agreement shall expire and be of no further force and effect except as timely amended by city council. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing marina. Prior to the issuance of a Certificate of Occupancy and/or Letter of Completion being issued to allow the marina to re-open, all parking and site improvements required by the Land Development Code are to be completed. as provided in Paragraph 18 of this Agreement. This obligation shall survive and shall not terminate in the event that this Agreement expires.

b. The Phase I improvements set forth in Paragraph 6.g. of this Agreement are required to be completed on or before September 20, 2021, in accordance with Subsection 21.a., herein. However, subject to the conditions set forth hereinbelow, the City Council, at their sole discretion, may consider extending the deadline for completion for a period of up to six (6) months, said date being on or before March 21, 2022, without amending this Agreement. In order for the Developer/Owner to request an extension of the deadline for up to six (6) months, as set forth hereinabove, all rough-in inspections for mechanical, plumbing, and electrical shall be completed and approved by the City. In the event the City Council does not extend the deadline for completion or Owner/Developer does not complete the required Phase I improvements set forth in Paragraph 6.g of this Agreement within said approved extended time period, then Owner/Developers' entitlements under this Agreement shall lapse and this Agreement shall be of no further force and effect.

9. This Second Amendment shall be effective upon recording in the public records of Volusia County, Florida.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

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

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____ and DONALD O. BURNETTE, Mayor, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

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 _____, 2020, by _____ and ROBIN L. FENWICK, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

Second Amendment to the Riverwalk Amended and Restated Master Development Agreement
CASE NO. 20-40000004

REQUEST:	Approve the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA)
LOCATION:	East of Ridgewood Avenue, south of Ocean Avenue, north of Herbert Street (see Figure 1).
APPLICANT:	Josif Atanasoski, Manager, Halifax River Partners, LLC
OWNER:	Halifax River Partners, LLC; Port Orange Town Center
STAFF CONTACT:	Tim Burman, Community Development Director (386)506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	June 25, 2020 (Recommended Approval)
CRA AND CITY COUNCIL MEETINGS:	August 19, 2020

DISCUSSION

The proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) is to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021 and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

Figure 1. Location Map



In addition to the proposed amendment to the MDA, there are additional associated documents that may require Port Orange Town Center CRA recommendation and City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to the following documents are anticipated to be considered prior to or in conjunction with the proposed MDA amendment:

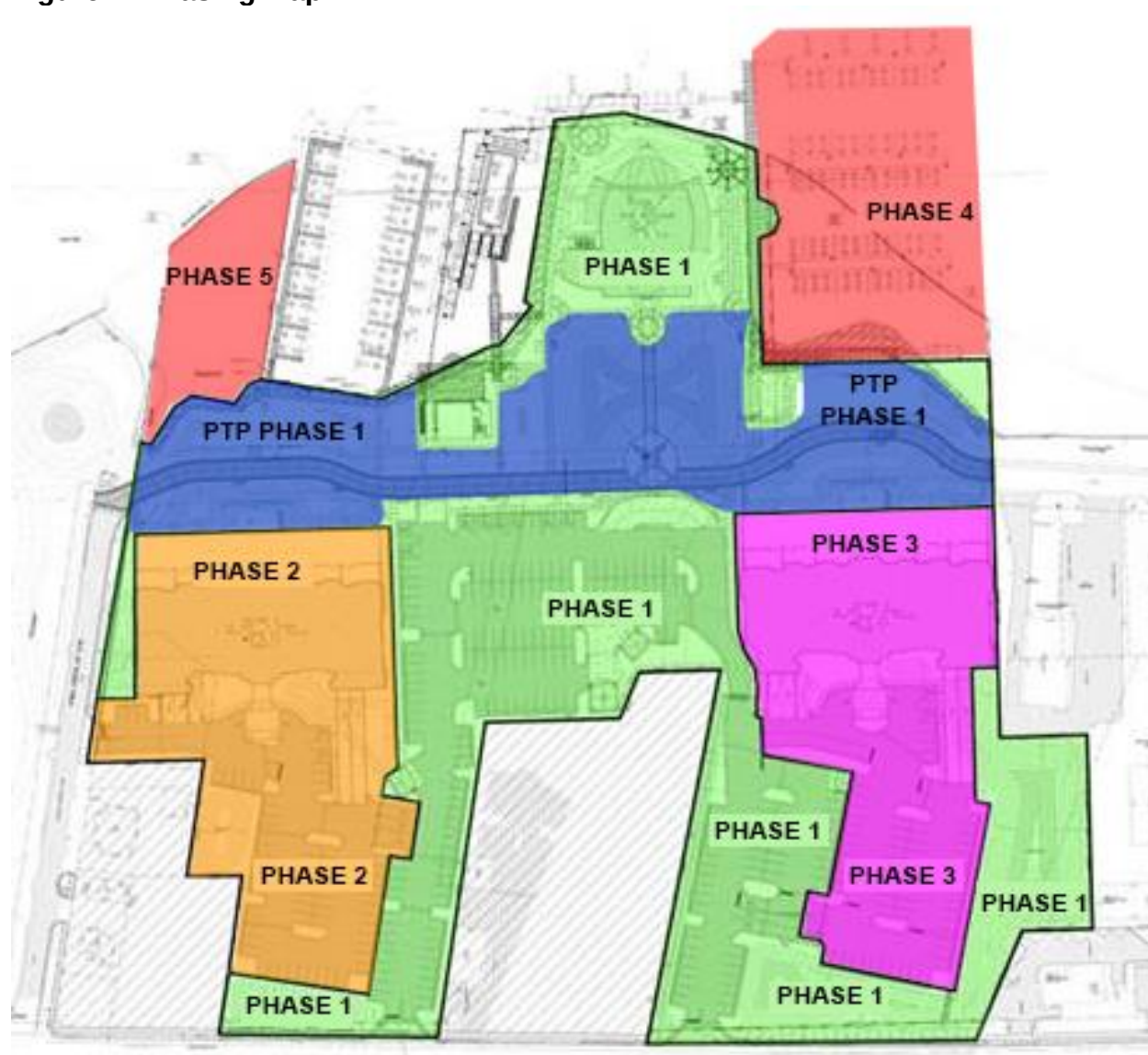
- Amendment to the Economic Development Incentives Agreement;
- Amendment to the Exchange Agreement for the Cardwell Funeral Home Property; and
- Amendment to the Parking Easement Agreement for Special Event Parking on Halifax River Partners, LLC Property.

The Riverwalk Amended and Restated Master Development Agreement (MDA) was approved by the City Council in September 2016 and established a phasing plan along with specific timeframes for completion of the Public Trail and Park, recording of the subdivision plat for the MDA project area, site and subdivision improvements for Phase 1 of the Riverwalk development, and completion of the restaurant on the point. The MDA was amended in September 2019, to extend the timeframe to record the Riverwalk Plat and complete the required Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) from September 20, 2019 to September 20, 2020, and extend the completion date for the 23-foot-wide public trail and park from September 20, 2019 to November 20, 2019.

The project is still expected to be completed in five phases (Figure 2), with each phase being required to have adequate access and infrastructure to support development. The majority of the site improvements (utilities, stormwater landscape buffers, and improved public trail), and restaurant on the point property are to be completed with Phase 1. The 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), burying of the FPL power lines, and underground utilities improvements in the former Halifax Drive right-of-way were completed and accepted by the City of Port Orange by November 20, 2019. The remaining Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, turn lanes) that serve the private development in Phase 1 and the restaurant on the point have not been completed. As of June 19, 2020, the site development plan for the Phase 1 improvements was approved and the building permit for the restaurant is currently under review. The residential condominium buildings are expected to be constructed in Phases 2 and 3 and additional marina boat slips constructed in Phases 4 and 5.

In 2016, Phase 1 also included the Captain Daddy's Riverboat Restaurant, 38-slip marina and parking for these uses. However, due to damage caused by Hurricane Matthew in October 2016, the riverboat restaurant was removed, and the marina closed in 2018. At this time, neither of these uses have been reopened.

Figure 2. Phasing Map



According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021.

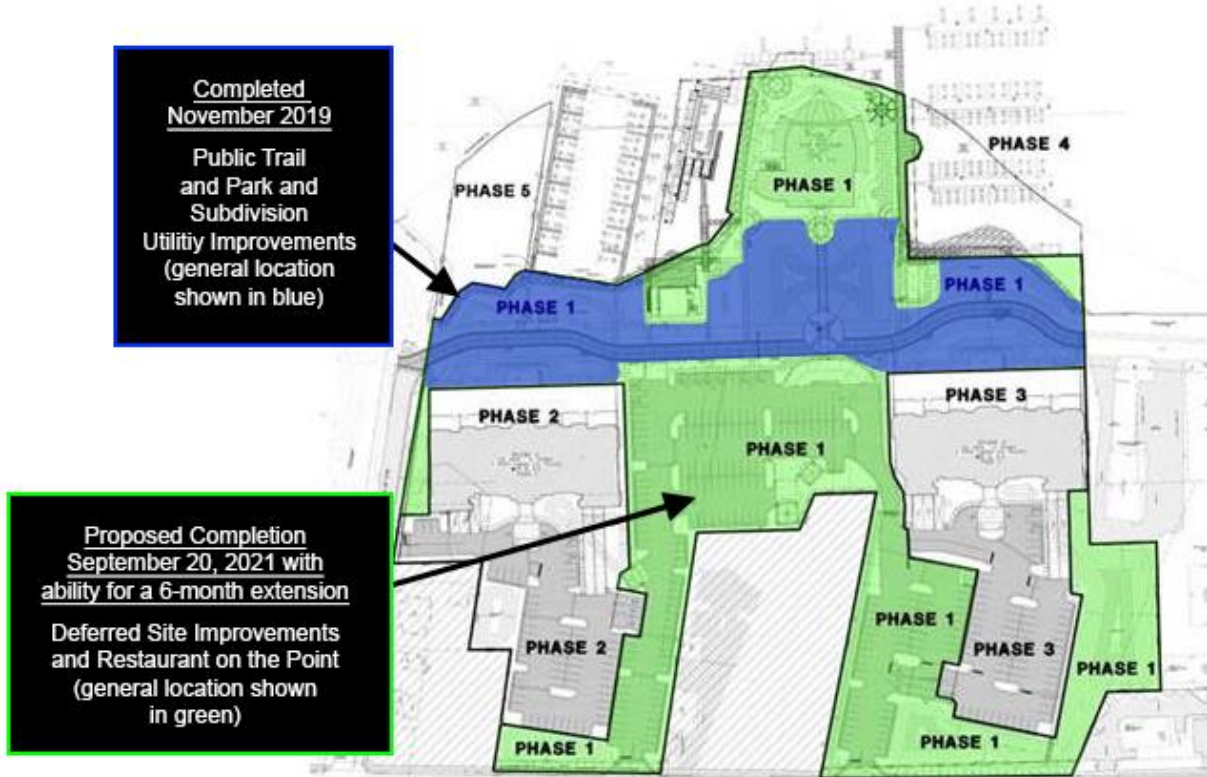
The Phase 1 improvements being requested to be deferred are to support the private development proposed on the point property and the developer anticipates development of the restaurant on the point in 2021. Therefore, the applicant is requesting to defer the remaining Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) required in the First Amendment to the original MDA to be completed by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for several of the requested deviations from the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The proposed timing of developing Phase 1 is different than originally planned in the Riverwalk Amended and Restated Master Development Agreement (MDA) and First Amendment to the original MDA and will require Planning Commission and Council direction on whether the specific deviations to the completion date for the remaining Phase 1 improvements and removal of a recording date for the subdivision plat will be acceptable.

If approved, the proposed Second Amendment will remove the recording date for the subdivision plat and extend the completion and acceptance of the remaining Phase 1 site improvements the restaurant on the point to September 20, 2021 (Figure 3). The proposed Second Amendment (see Exhibit 1) provides the following:

- Removes the date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on the property owner's timeframe;
- Defer the construction of the permanent parking lot and associated stormwater and installation of landscape buffers, landscape islands in the parking lot, sidewalks and irrigation on Lot 4 and Lot 9 in Phase 1 to September 20, 2021;
- Defer the completion of the two (2) left-turn lanes on Ridgewood Avenue in Phase 1 to September 20, 2021;
- Defer the construction of a 12' sidewalk along Ridgewood Avenue to September 20, 2021;
- Defer the issuance of a Certificate of Occupancy for the restaurant on the point to September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2020; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

Figure 3. Proposed completion timeframe for Riverwalk Phase 1



As part of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), the property owner has agreed to allow the City to use the lands west of the public trail for overflow parking during approved City special events. The City and Developer will need to amend the current Parking Easement Agreement for this use.

The Staff Development Review Committee (SDRC) has reviewed the proposed amendment and the applicant will need to address some comments such as correcting formatting errors prior to this item being considered by City Council.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Planned Community-Riverwalk* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the City's Comprehensive Plan when it was approved in 2016. The proposed Second Amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

On June 5, 2020, staff posted the property notifying the public of the proposed MDA amendment. As of the time this agenda item was prepared, there has been zero (0) phone calls regarding the proposed MDA.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), subject to the City Attorney's review to legal form and content.

ATTACHMENT

Exhibit 1 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (see Ordinance exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I21b) Approval of Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

SUMMARY: The Second Amendment to the Exchange and Escrow Agreement provides for the Deed to the Cardwell Funeral Home property to continue to be held in an Escrow until the Riverwalk Phase 1 site and building improvements are completed in accordance with the timeline set forth in the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement. According to the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the Phase 1 (site and restaurant) improvements are to be completed by September 21, 2021 or the extended completion date that could be approved by City Council not to exceed 6 months past September 21, 2021.

There are no other changes to the original Property Exchange and Escrow Agreement approved in 2016 or the 1st amendment to the Property Exchange and Escrow Agreement approved in 2019.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Second Amendment to Property Exchange	Second Amendment to Property Exchange.pdf
2.	Second Amendment to Escrow	Second Amendment to Escrow.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 8/27/2020
Approved - 9/8/2020
Approved - 9/8/2020
Final Approval - 9/8/2020

SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT

THIS SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“HRP”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “CRA”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Property Exchange Agreement dated September 20, 2016 (the “Agreement”) for the exchange of real property as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“First Amendment”) ; and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (collectively the “MDA”); and

WHEREAS, the Parties desire to further amend the Property Exchange Agreement as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Paragraph 1 d. of the Agreement is hereby deleted in its entirety and replaced with the following:

“d. The Escrow Agreement shall be closed on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, or terminated pursuant to the terms of this Agreement or the Escrow Agreement. The City Manager shall be authorized to act on behalf of Port Orange to authorize the final language of the Escrow Agreement, in accordance with the requirements of Chapter 286, Florida Statutes.

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

“10. Closing. Closing shall occur within 30 days after completion and acceptance of the Phase 1 Improvements. In the event the Phase 1 Improvements are not completed by September 20, 2021 and City Council does not authorize an extension of time for completion in accordance with the MDA, then this Property Exchange Agreement shall terminate. G. Larry Sims, Esquire, a Florida licensed attorney who does not represent a Party, shall serve as Escrow Agent. In the event HRP is unable to obtain approval of the Second Amendment to the Amended and Restated Master Development Agreement by September 21, 2020 this Property Exchange Agreement shall be of no further force or effect. The closing shall not be extended except by written mutual agreement of the Parties. On or before closing, the Escrow Agent shall provide the City’s Closing Agent, Columbia Title Corporation, with the closing deposits and documents required to transfer all Property Interests as set forth in this Agreement and pursuant to the terms and conditions of the Escrow Agreement executed simultaneous herewith.

5. This Second Amendment shall be effective on the date set forth below.

6. All the provisions of the Property Exchange Agreement, as amended by the First Amendment to the Property Exchange Agreement, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive the execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Property Exchange Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency 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 _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

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 _____, 2020, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

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

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O., Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before by means of [XX] physical presence or [] online notarization me this _____ day of _____, 2020, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

SECOND AMENDMENT TO THE ESCROW AGREEMENT

THIS SECOND AMENDMENT TO THE ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and among **CRA/CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “**Port Orange**” and the **HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company** with a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 hereinafter referred to as “**Developer**” and **G. LARRY SIMS, ESQUIRE** of Doran Sims, Wolfe and Ciocchetti, with a mailing address of P.O. Box 15110, Daytona Beach, FL 32115-5110 hereinafter referred to as “**Escrow Agent**”, collectively the “**Parties**”.

WHEREAS, the Parties previously entered into that certain Escrow Agreement dated September 20, 2016 as amended by the First Amendment to the Escrow Agreement dated September 17, 2019 (“**Agreement**”) to effectuate that certain Property Exchange Agreement dated September 20, 2016 as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“**Exchange Agreement**”) for the property identified as Tax Parcel Number 1, Tax ID 630311020030, located at 3571 Ridgewood Avenue, Port Orange, Florida 32129; and

WHEREAS, the Port Orange and Developer previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657, all in Public Records, Volusia County, Florida (“**MDA**”); and

WHEREAS, Port Orange and Developer desire to further amend the MDA, which requires additional revision to the Agreement in order to effectuate the Property Exchange Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 1.2, “Receipt of Deposits for Escrow”, subsection (b) is hereby amended to read as follows:

(b) The Developer shall deposit the guarantee, that may be in the form of a bond, letter of credit, or cash deposit guaranteeing the completion of the Cardwell property demolition and subsequent site improvements within Phase I and for lease payment loss of revenue for two years payable to the City in the amount of \$48,000.00 in the event that the construction of the Public Trail and Park and Phase I site improvements are not commenced by September 20, 2018 and completed on or before September 20, 2021, unless otherwise extended by City

Council in accordance with the MDA. The Developer may substitute the form of the guarantee upon mutual agreement of the Parties.

3. Section 3.1, "Completion of the Public Trail and Park and Phase I horizontal site improvement of the Riverwalk Project" is hereby amended to read as follows:

Section 3.1 Completion of the Public Trail and Park and Phase I site improvements of the Riverwalk Project. If on or before September 20, 2018, Developer has commenced the Public Trail and Park and the site improvements for Phase I of the Riverwalk Project to the satisfaction of the City, and if on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, the Developer has completed all Phase I improvements as set forth in paragraph 6.g. of the MDA, and the City and other governing entities have accepted the Phase I improvements, including but not limited to the completion of the Public Trail and Park improvements within Tract "A", then the City shall provide the Escrow Agent (copying Developer) with written notice of the same.

4. This Second Amendment to the Escrow Agreement shall be effective on the date set forth below.
5. All provisions of the Agreement, as amended by the First Amendment, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

WITNESSES:

HALIFAX RIVER PARTNERS, LLC

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

**COMMUNITY REDEVELOPMENT
AGENCY FOR PORT ORANGE TOWN
CENTER**

WITNESS:

Signature

Printed Name

Signature

Printed Name

By: _____

Chairman

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me [XX] physical presence or []
online notarization this _____ day of _____, 2020, by
_____, Chairman of the COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER, on behalf of the Agency. He is personally known to me
and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me [XX] physical presence or []
online notarization this _____ day of _____, 2020, by ROBIN L. FENWICK,
MMC, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation,
on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES (as to both):

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

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O. Burnette, Mayor, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

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 _____, 2020, by ROBIN L. FENWICK, Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by G. LARRY SIMS, ESQUIRE, of DORAN SIMS WOLFE AND CIOCCHETTI. He is personally known to me or has produced _____ as identification.

ESCROW AGENT

By: _____
G. Larry Sims, Esquire

Date: _____

Notary Public, State of Florida at Large
My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I21c) Approval of Second Amendment to the Economic Development Incentive Agreement

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Second Amendment to the Economic Development Incentive Agreement with Halifax River Partners.

SUMMARY:

Halifax River Partners, LLC, (HRP), is requesting the Second Amendment to the Economic Development Incentive Agreement (EIA) to revise the dates for permit submittal and completion of the Riverwalk Phase 1 site improvements, restaurant on the point, and the condominium towers and additional financial assistance from the City in the amount of \$65,000.00 in building permit fee waivers.

The request to modify the completion dates for the restaurant and condominium towers would not change the previously approved overall completion date for the entire project (September 22, 2025). HRP is only requesting the timeline for completion of the project as it relates to maintain the terms in the EIA:

-Phase 1 (site and restaurant) improvements to be completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021 as per the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.

-Obtain Certificates of Occupancy or Letter of Completion for both condominium towers (Phase 2 and Phase 3) by September 20, 2025. The proposed Second Amendment does not change the required building square-footage, unit count, or the assessed value for the condominium towers as indicated in the original 2016 EIA.

In accordance with Chapter 20 of the Land Development Code (LDC), Halifax River Partners, LLC is requesting additional financial assistance from the City in the amount of \$65,000.00 in fee waivers. The credit may be applied building permits, site construction inspection fees and other community development administrative fees but shall NOT be applied to water and sewer impact fees, water/reclaim water connection fees, fire impact fees, recreation fees, transportation impact fees, and storm water special assessment fees.

There are no other changes proposed to the original Economic Development Incentive Agreement approved in 2016 or the 1st Amendment to the Economic Development Incentive Agreement approved in 2019.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Second Amendment to Economic Incentive Agreement	Second Amendment to EIA.pdf
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Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 8/27/2020
Approved - 9/9/2020
Approved - 9/9/2020
Final Approval - 9/9/2020

SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE DEVELOPMENT AGREEMENT (the “First Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Economic Development Incentive Agreement dated September 20, 2016 as amended by the First Amendment to the Economic Development Incentive Agreement dated September 17, 2019 (the “Incentive Agreement”) for the development of the property more particularly described therein (the “Property”); and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (the “MDA”); and

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

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 7 of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“Section 7. Agreement to Develop Property. The Owner agrees to develop the following facilities.

- A. The improvements constituting the initial phase of development of the Property (the “Phase I Improvements”) having an assessed value of not less than \$4,000,000.00. Permitting shall be completed and construction of the Phase I improvements, including the restaurant on the point, shall be completed and certificate of occupancy obtained no later than September 20 (Monday), 2021, except as otherwise extended by City Council in accordance with the MDA.”

- B. A residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000 (the “Phase II Improvements”) and a second residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000.00, (the “Phase III Improvements”). Construction shall be completed and certificates of occupancy for both Phase II and Phase III obtained not later than September 22, 2025.

3. Section 9.G. of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“G. In addition to the Tax Increment Rebate, the City shall grant to the Developer a credit of \$155,500.00 that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.”

4. This Second Amendment shall be effective on the date set forth below.

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Economic Development Incentive Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency 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 _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

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 _____, 2020, by _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

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

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

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 _____, 2020, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I21d) Approval of License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Former Cardwell Funeral Home Property)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

Move to approve the License Agreement for Temporary Off-Site Parking located at 3571 Ridgewood Avenue (former Cardwell Funeral Home property)

SUMMARY: Halifax River Partners, LLC (HRP) is requesting to extend the expiration date for a License Agreement application for 3571 Ridgewood Avenue, a CRA owned property located at the east side of Ridgewood Avenue, south of Ocean Avenue. The request would extend the expiration date from September 20, 2020 to September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021.

Halifax River Partners, LLC has made this request in connection with a possible proposal for site modifications and renovation of the existing parking lot at 3571 Ridgewood Avenue to serve as a parking if the 39-slip marina is re-opened to the public. The applicant proposes that if off-site parking is needed to re-open the 39-slip marina during construction of Phase 1 of the Riverwalk development, a development permit application to reestablish parking at 3571 Ridgewood Avenue would be submitted for staff review, if the license agreement is approved. The temporary parking would be required to be developed according to the Land Development Code and Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.

The applicant has been advised of applicable requirements and the License Agreement review process. The License Agreement has the effect of requiring the applicant to maintain, and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the applicant fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the applicant. City liability concerns are addressed by an indemnity statement in the License Agreement document.

According to the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the allowance to use temporary parking expires upon completion of permanent parking in Phase 1, or completed by September 21, 2021 or the extended completion date that could approved by City Council not to exceed 6

months past September 21, 2021, whichever is earlier. There are no other changes to the original License Agreement approved in 2019.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Amendment and Extension No. 1 to license	Amendment and Extension No. 1 to license.pdf
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Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 8/27/2020
Approved - 9/9/2020
Approved - 9/9/2020
Final Approval - 9/9/2020

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Parcel ID. 6303-10-02-0030

AMENDMENT AND EXTENSION TO LICENSE AGREEMENT

THIS EXTENSION NO. 1 TO LICENSE AGREEMENT ("Amendment and Extension") is made and entered into this _____ day of _____, 2020, by and between the COMMUNITY REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, (CRA), a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida, post office address: 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Halifax River Partners, LLC, a Florida limited liability company, whose mailing address is 1800 North U.S. Highway 1, Ormond Beach, Florida 32174, ("Licensee").

PREMISES

WHEREAS, on the 10th day of October, 2019, the Licensor granted to the Licensee a license to access and use the Subject Property described on Exhibit "A" to the License Agreement as recorded Official Records Book 7759, Page 1988, Public Records, Volusia County, Florida ("License Agreement"), subject to the terms and conditions contained within the License Agreement, for the purpose of temporary parking for the 38 slip marina, for a period of one (1) year; and

WHEREAS, pursuant to the terms of the License Agreement, said agreement may be amended or modified; and

WHEREAS, Parties desire to amend the License Agreement by extending the term of the License Agreement for an additional one (1) year; and

WHEREAS, the Licensee hereby warrants to the CRA that the Licensee has full power and authority to enter into this Amendment and Extension, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

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

1. The term of the License Agreement is hereby extended by one (1) year.
2. Notwithstanding the date of execution, the effective date of this Amendment and Extension is September 21, 2020 and will continue for one (1) year, subject to the terms and conditions set forth in the License Agreement and as amended herein.

3. The terms and conditions of the License Agreement shall remain in full force and effect except with respect to those matters specifically amended by this Extension No. 1.

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

5. This Amendment and Extension shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Amendment and Extension, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Amendment and Extension in the Public Records of Volusia County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

LICENSOR:

**COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER**

Printed Name:_____

Printed Name:_____

By:_____
_____, Chairman

Printed Name:_____

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

Printed Name:_____

(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 _____, 2020, by _____, as Chairman of the **Community Redevelopment Agency for Port Orange Town Center**, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and who is personally known to me.

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

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 _____, 2020, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is 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.

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

LICENSEE:

HALIFAX RIVER PARTNERS, LLC

WITNESS:

Signature

By: _____
Josif Atanasoski, Manager

Printed Name

Date: _____

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I21e) Approval of Design Agreement for Riverwalk Park Trail Phase 3

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the design agreement for Riverwalk Park Trail Phase 3.

SUMMARY: The attached agreement is between Halifax River Partners (HRP) and City of Port Orange and calls for HRP to fund the design and permitting for the unbuilt segment (Phase 3) of the Riverwalk 20' wide trail and associated utility upgrades, stormwater, landscape and irrigation improvements by Parker Mynchenberg & Associates, Inc. and to be completed by December 4, 2020. As discussed at the August 19th Joint Special Town Center CRA and City Council meeting, the agreement between HRP and the City to design and permit the Phase 3 trial segment was a requirement by the City as part of the request by Halifax River Partners to amend the Riverwalk Amended and Restated Master Development Agreement and other associated agreements to revise the dates for permit submittal and completion of the Riverwalk Phase 1 site improvements, restaurant on the point, and the condominium towers and additional financial assistance from the City in the amount of \$65,000.00 in building permit fee waivers.

The Phase 3 segment of the linear trail will be the southern portion of the Riverwalk Park and connect the trail from its current terminus to Dunlawton Avenue. Completing the design and permitting would allow the City to apply for two ECHO grant cycles (December 2020 and December 2021) to partially fund the construction of the trail. The anticipated construction cost for the 20' wide trail and associated improvements is \$1,600,000 and phasing the project allows the City to maximize the amount of grant funding it can receive. A City match of \$400,000 for the ECHO grant must be approved in the FY21 and FY22 CIP budgets and the City must be committed to the project prior to the ECHO application being submitted in December 2020 and December 2021. In early 2020, the City obtained a cost estimate to prepare construction plans and obtain the necessary permits for the Phase 3 segment and the anticipated cost was \$95,000. City engineering staff reviewed the cost for design and believes it is based on reasonable market rates.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Design Agreement for Riverwalk Phase 3	Design Agreement for Riverwalk Phase 3 clean.pdf
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Melanie Schmotzer

Tim Burman

Shannon Balmer

Jake Johansson

Robin Fenwick

Created/Initiated - 8/28/2020

Approved - 8/28/2020

Approved - 9/9/2020

Approved - 9/10/2020

Final Approval - 9/10/2020

DESIGN OF RIVERWALK PARK

PHASE THREE AGREEMENT

THIS TRANSPORTATION IMPACT FEE CREDIT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2020 (the “Effective Date”) by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation located in Volusia County, Florida (the “City”), and **HALIFAX RIVER PARTNERS, LLC a Florida limited liability company**, (the “Developer”); collectively referred to as “Parties”.

RECITALS

WHEREAS, the City owns the Subject Property south of the HRP Property, commonly known as Phase 3 of Riverwalk Park, the phase to be designed, more particularly described in **Exhibit “A”** attached hereto and made a part hereof by reference (“Riverwalk Park Phase 3”) and

WHEREAS, the Developer warrants they are the current record title owner of the property north of the Subject property legally described on **Exhibit “B”** attached hereto and made a part hereof by reference (“HRP Property”)

WHEREAS, the City approved an extension of certain entitlements for the construction of improvements on the HRP Property, which are more particularly described as the Amended and Restated Riverwalk Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”) as amended; and

WHEREAS, the City’s approval of said extension extends to associated documents, referenced hereinbelow, integral to the development of the HRP Property and in and of themselves contain benefits and entitlements affected by the extension of the MDA; and

WHEREAS, in light of the extension granted by the City allowing the Developer to continue development without loss off benefits to the entitlements referenced herein, the Developer agrees to provide the designed engineered plans for Riverwalk Park Phase 3 for the benefit of the City in constructing Riverwalk Park Phase 3 in a timely manner as agreed herein; and

WHEREAS, the design of the engineered plans of the Riverwalk Park Phase 3 in the time and manner set forth herein will facilitate the future construction of the Riverwalk Park Phase 3; and

WHEREAS, Developer’s provision of the design of the engineered plans of the Riverwalk Park Phase 3 in the timeframe set forth herein will allow the City to move forward with securing grant monies for the construction of Riverwalk Park Phase 3; and

WHEREAS, City and Developer recognize the importance of the extension granted by the City, the Developer's timely provision of the design of the engineered plans of the Riverwalk Park Phase 3, and the efficiency of having the Developer provide the same; and

WHEREAS, the City and Developer now desire to enter into this Agreement to set forth the duties and obligations for such contributions to the City.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** City and Developer hereby represent to each other that the above recitals are true and correct and by this reference are made a part of this Agreement.

2. **Agreement to Design the Riverwalk Park Phase 3.** Subject to and in accordance with the terms and conditions of this Agreement, Developer agrees to provide for the design of the engineered plans of the Riverwalk Park Phase 3, which shall include the engineered plans, drawings, and specifications for the same in accordance with the requirements set forth in the Land Development Code of the City of Port Orange ("LDC"), including all required permits from outside agencies, and any other requirements of law, hereinafter referred to as "Design Plans."

3. **Ownership of the Design Plans.** Developer shall facilitate the conveyance and certification to the City a set of Design Plans approved and accepted by the City.

4. **Costs and Obligations of the Design Plans.** Developer shall be solely responsible for the financial costs and obligations associated with providing the Design Plans to the City and completing the process of submitting the Design Plans to the City for review and approval and acceptance by the City.

5. **Timing.** Time is of the essence. Developer understands and agrees that the Design Plans shall be provided to the City, subject to the requirements set forth herein, on or before December 4, 2020.

- a. Failure to provide said plans in the time set forth herein shall cause Sixty-Five Thousand and NO/100 Dollars (\$65,000.00) of Developer's Chapter 20 economic incentives, referenced in Subsection 9.G. of the Economic Development Incentive Agreement between HRP and the City dated September 20, 2016, as amended, ("EIA"), to terminate immediately and all entitlement to said Chapter 20 economic incentives, referenced hereinabove, shall be of no further force and effect.
- b. In addition, if Developer fails to provide the Design Plans as agreed herein on or before September 20, 2021, then Developer shall reimburse the City for all Chapter 20 economic incentives expended up to and thru said date and, furthermore, forfeits any future entitlement to the remaining Chapter 20 economic incentives as referenced in Subsection 5.a., hereinabove.

- c. Both Parties acknowledge that Developer's performance under this Agreement requires a survey be timely provided to Developer's Engineer in order for Developer to timely perform under this Agreement. Therefore, it is understood and agreed the survey required for the Design Plans must be received by Developer's Engineer on or before October 30, 2020. If the survey is not timely provided then Subsection 5.a, hereinabove, shall not be enforced as to the time set forth therein. However, Subsection 5.b., hereinabove, shall continue in full force and effect.

6. Notwithstanding any language to the contrary, the Parties hereby agree as follows:

- a. The acceptance of the Design Plans, shall be subject to the submittal and review process as set forth in the LDC, and approval and acceptance by the City, with the understanding that the Developer retains the responsibility and liability following such acceptance for compliance with all outstanding construction standards, codes, regulations, ordinances, outside agency requirements, and state laws. This provision shall survive the termination or expiration of this Agreement.
- b. Upon City's approval and acceptance of the Design Plans, ownership of said plans shall be transferred and assigned to the City. The engineer of record for the Design Plans shall join in the signing of this Agreement for the purpose of concurrence and consent of such transfer of ownership and to the terms and conditions set forth herein.

7. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of the City.

8. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

9. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

10. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

11. **No Third Party Beneficiaries.** The City shall not be liable to any third party who may have relied on this Agreement. This Agreement is solely for the benefit of the Parties hereto and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third

party.

12. **Invalidity; Severability.** If any provision of this Agreement is contrary to, or prohibited by any applicable law or regulation, or deemed invalid by any court of competent jurisdiction, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect.

13. **Effective Date.** This Agreement shall become effective upon approval and execution by all Parties.

14. **Entire Agreement.** This Agreement contains and sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties with respect to the subject matter of this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

16. **Assignment.** This Agreement and the terms and conditions hereof shall run with be binding upon the Subject property as covenants running with the land, and this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective assigns and successors in interest to the Subject Property.

[Signatures on Following Page]

IN WITNESS WHEREOF, Parties have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered
in the presence of:

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

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____
Robin Fenwick, MMC, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of __, 2020, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a chartered municipal corporation, on behalf of City, who is personally known to me and did not take an oath.

(Seal)

Notary Type, Print or Stamp Name
My commission Expires _____

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 __, 2020, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a chartered municipal corporation, on behalf of City, who is personally known to me and did not take an oath.

(Seal)

Notary Type, Print or Stamp Name
My commission Expires _____

Signed, sealed and delivered
in the presence of:

HALIFAX RIVER PARTNERS, LLC

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Josif Atanasoski, Manager

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of _____, 2020, by Josif Atanasoski as Manager of Halifax River Partners, LLC, a Florida limited liability company. He is ☐ personally known to me or produced _____ as identification and did not take an oath.

(Seal)

Notary Type, Print or Stamp Name
My commission Expires _____

IN WITNESS WHEREOF, this Concurrence and Consent to the transfer of ownership of the Design Plans, subject to the terms and conditions set forth in this Agreement is executed by the undersigned on the date set forth below.

WITNESSES:

**Parker Mynchenberg &
Associates, Inc.**, a Florida
corporation

Name: _____

By: _____
Parker Mynchenberg, President

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this ____ day of _____, 2020 by Parker Mynchenberg, President of Parker Mynchenberg & Associates, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

(Seal)

Notary Type, Print or Stamp Name
My commission Expires _____

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____
Shannon K. Balmer, Assistant City Attorney

Dated: _____

EXHIBIT “A”

Legal Description

NEED LEGALFOR CITY PROPERTY FOR PHASE 3

EXHIBIT “B”

NEED LEGAL FOR HRP PROPERTY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I22a) Second Reading - Ordinance No. 2020-28 - Land Development Code Amendment/Chapter 9, Article II and Chapter 13

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2020-28, amending Chapter 9, Article II and Chapter 13 of the Land Development Code.

SUMMARY: Planning Commission Action (7/23/20): Recommended Approval
Environmental Advisory Board Action (7/27/20): Recommended Approval

At the October 23, 2018 City Council Workshop, staff presented a summary of the Environmental Advisory Board's recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC) for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment (Part III) is part of a series of amendments. [Part I (Ord. 2019-2) and Part II (Ord. 2019-15) were adopted in 2019.] The proposed amendment achieves the following:

1. Clarifies the process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial). Currently, the LDC states that the Environmental Advisory Board (EAB) decides the mitigation requirements after City Council grants approval of a non-residential historic tree removal. However, the past practice over the last 10 years has been to bring a request to remove a historic tree on a non-residential site to the EAB first to obtain their recommendation and then it is reviewed by the City Council. The proposed amendment would clarify the current process to require review by the EAB prior to City Council.
2. Makes the size requirement for a replacement shade tree associated with the removal of a historic tree consistent with the size requirement for a new shade tree planted on a single and two-family lot when it is developed (not associated with the removal of a historic tree). The size for any new or replacement shade tree will be consistent throughout the LDC at 2" caliper, 10' height at the time of planting.
3. Establishes tree abuse regulations for the preservation and protection of existing mature shade trees within the City. Trees will be considered abused if the following occur: 1. Cutting upon a tree which alters the natural shape; 2. Hatracking/topping to flat-cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance

with the American National Standards Institute, A300 standards or other accepted standards as published (Figure 1); and 3. Trimming of more than one-third (1/3) of the tree canopy within a one-year period. Abused trees, on either residential or commercial property, will not be permitted to count towards the shade tree requirement for lot coverage (1 tree per 2,500 square feet) and a tree removal permit may be required to remove the abused tree if the stress caused by the tree abuse renders the tree potentially hazardous. Replacement tree(s) and/or mitigation into the City Tree Bank may also be required if the lot does not meet the minimum shade tree lot coverage requirements due to the tree abuse.

4. Establishes a penalty for the removal of a historic tree(s) on a residential property and removal of any tree 6-inches or greater DBH on a residential or non-residential (multi-family, commercial, industrial, institutional) property without an approved tree removal permit. Also clarifies the assessment of a penalty fee already in the LDC for the removal of a historic tree on a non-residential (multi-family, commercial, industrial, institutional) without City Council approval. For each subsequent violation by the same property owner, the amount of mitigation will be double.

Removal of a tree 6-inches or greater DBH on residential or non-residential property without a permit will result in the applicant having to pay twice the amount of the regular permit fee and install required replacement trees per the LDC. The removal of a historic tree on a residential property (one or two family lot or parcel) without a permit will result in the applicant paying twice the amount of the regular permit fee, installing the required number of replacement trees or making a mitigation payment to the City Tree Bank. The removal of a historic tree on a non-residential property without a permit will result in the applicant paying double the regular permit fee, installing the required number of replacement shade trees or a mitigation payment to the City Tree Bank in accordance with Resolution 02-71 (currently in the LDC), and the payment of a flat \$5,000 fine to the City Tree Bank. If the proposed LDC text amendment is approved at 1st reading, staff will revise Resolution 02-71 to be approved with 2nd reading.

5. Establishes in the LDC that the acceptable shade tree, understory tree, shrub, ornamentals, lawn grass and prohibited species of plant materials lists will be adopted by resolution. Adopting the landscape materials lists through a resolution provides a quicker and more flexible option to update the lists compared to processing a LDC text amendment (4 months). The EAB plans to review this list annually and make recommendations to City Council based on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List (FLEPPC) and which plant materials best meet the minimum standards to survive and thrive in this subtropical hardiness zone. If the proposed LDC text amendment is approved at 1st reading, staff will prepare the plant materials lists to be approved with 2nd reading.

The following code amendments to Chapter 9 and 13 of the LDC may not apply in cases when removal of a tree(s) through a City issued tree removal permit is preempted by Florida Statute with a certified arborist or landscape architects report.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-28	Ordinance 2020-28 Tree Protection.pdf
2.	CC Staff Report - LDC Trees Part 3	CC Staff Report - LDC Trees Part 3 .pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/27/2020
Final Approval - 8/27/2020

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 9, ARTICLE II AND
CHAPTER 13 RELATING TO UPDATING REQUIREMENTS
FOR TREE PROTECTION AND PRESERVATION, AND
LANDSCAPING REQUIREMENTS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, the proposed amendment would establish a process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial); and

WHEREAS, the proposed amendment would establish a penalty for the removal of a historic tree(s) on a residential property and removal of any tree 6-inches or greater at DBH (diameter breast height) on a residential or non-residential (multi-family, commercial, industrial, institutional) property without an approved tree removal permit; and

WHEREAS, the proposed amendment would establish tree abuse regulations for the preservation and protection of existing mature shade trees within the City; and

WHEREAS, the proposed amendment would establish the list of acceptable and prohibited landscape materials through a resolution providing for a more expeditious process for updating landscape materials requirements; and

WHEREAS, the proposed amendment is necessary to improve the content of the existing Land Development Code ("Code") in an effort to make the tree protection and

preservation, and landscaping requirements more uniform and to encourage developers to consider alternative layouts to save more specimen trees; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 9, Article II– Tree Preservation, to read as follows:

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 9, Article II: - Tree Preservation

[No Change Section 9]

Section 9.5: - Definitions.

Act of God. An act that is direct, immediate, and by exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention and is of such a character that it could not have been prevented or escaped from by any amount of foresight or prudence, or by any reasonable degree of care or diligence, such as lightning, tempests, perils of the seas, tornadoes, earthquakes, sudden death.

Caliper. The minimum trunk diameter of a replacement tree as measured at a predetermined required point of measurement. Trunk diameter for trees up to four inches shall be measured six inches above the soil line. All trees over four inches in diameter shall be measured 12 inches above the soil line.

Cross sectional area.

$$(Pi d^2)/4$$

d = diameter of tree (measured at diameter at breast height (DBH))

Pi = 3.1417 (rounded)

Dead tree. A tree which has lost its ability to absorb nutrients and has ceased producing live foliage or green wood during its normal growing season.

Deteriorated tree. A tree which is degenerated or damaged to the point where the death of the tree is imminent or to the point where the tree poses a significant hazard.

Diameter at breast height (DBH). Trunk diameter of tree measured four and one-half feet above soil level. If a tree forks within four and one-half feet of the soil line, each fork shall be considered a separate tree.

Diseased tree. A tree which is degenerated or damaged by a biological pathogen or pest to the point where the death of the tree is imminent or to the point where the tree poses a significant hazard.

Drip line. A line extending vertically and at right angles between the outermost portion of the tree crown and the ground.

Hattracking/Topping. To flat-cut the top of a tree or drastic removal, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance with the American National Standards Institute, A-300 standards or other accepted standards as published.

Historic tree. Any Live Oak (*Quercus virginiana*) or Bald Cypress (*Taxodium distichum*) 36 inches DBH or greater or any other tree which is 36 inches DBH or greater and is determined by the local governing body to be of such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify this classification. Any tree in this ~~county-city~~ selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be within this definition.

Mitigation. Actions including but not limited to planting of replacement tree(s) and/or contribution to a tree bank, required to be taken by a person to offset environmental impacts of permitted activities.

Replacement tree. A tree of Florida grade #1 or better quality, with a caliper and minimum height as determined by section 15(b) for replacement of trees other than historic and section 16.5 for replacement of historic trees. Replacement trees must be of a species on the approved tree list established by city Resolution as may be amended from time to time ~~found in chapter 13, section 6.~~

Remove or removal. Actual or effective displacement of trees through killing, damaging or destroying.

Specialist. Person certified by the International Society of Arboriculture or having a degree in forestry management, horticulture or landscape architecture and having worked in the field of tree maintenance for at least four years.

Specimen tree. Species listed in section 16(a).

Tree. Any woody self-supporting plant characterized by having a single trunk or multistem trunk system with well-developed crown, capable of reaching ten feet high as measured from its base.

Tree bank. City account for purchase and installation of trees and irrigation in city parks, rights-of-way, and public open spaces.

Section 10: - Permit requirements for tree removal.

- (a) It is hereby unlawful for any person to cut down, move, remove or destroy through damaging or to authorize the same, of any tree or natural vegetation referenced in this article without obtaining a tree removal permit in accordance with the provisions of this article. Failure to obtain a permit for tree removal may subject the party to penalties as set forth in section 22.6.

[No Changes Section 10(b) thru (d)]

[No Changes Sections 11– 16]

Section 16.5: - Historic tree protection requirements.

- (a) Upon receipt of an historic tree removal ~~request~~ permit application city staff shall inspect and determine whether or not a historic tree is healthy, deteriorated, diseased or dead. If the applicant is in disagreement with staff's determination as to the health of the tree then staff shall hire a specialist to determine whether the tree is healthy, deteriorated, diseased or dead. The specialist shall report to staff and not the applicant. However, the applicant shall pay the cost of the specialist. Any objections to the choice of specialists shall be heard by the environmental advisory board. On a finding of bias or other valid reason the environmental advisory board shall disqualify the specialist and choose another specialist. The new specialist shall report to staff and not the applicant. The applicant shall pay for the disqualified specialist and the new specialist.
- (b) Removal of historic trees on multifamily, commercial, industrial and institutional lots or parcels shall be mitigated by the party removing the trees with replacement trees or by a contribution to the tree bank or a combination of replacement trees and a contribution to the tree bank.
 - (1) Historic trees which are not diseased, deteriorated or dead shall be mitigated in an amount as established by resolution by city council. If a tree is removed without city staff having an opportunity to inspect the tree to determine whether the tree is healthy, deteriorated, diseased, or dead, then the tree shall be considered healthy and shall be mitigated in amount as established by resolution by city council. Failure to obtain a permit for tree removal may subject the party to penalties as set forth in section 22.6.
 - (2) Historic trees that are determined to be deteriorated and/or diseased shall be mitigated in an amount as established by resolution by city council.
 - (3) Historic trees determined to be dead by city staff or a specialist as proscribed in part (a) above shall require no mitigation.
 - (4) Replacement trees shall be a minimum of four and one-half-inch caliper measured 12 inches above the ground, at least 14 feet in height at time of planting.
 - (5) The environmental advisory board (EAB) may recommend ~~is established as the body with the authority to decide~~ mitigation requirements for historic tree removal, provided by city staff, based upon the resolution adopted by city council, ~~and after city council grants approval of historic tree removal.~~ In the interest of flexibility and fairness, the environmental advisory board (EAB) may allow a party to mitigate the replacement of a historic tree through any combination of replacement trees, and/or contribution to the city's tree bank provided that the combination equals or exceeds the required percentage of the total cross sectional area of the removed historic tree as established by resolution by city council.
 - (6) The city council shall establish by resolution the amount of replacement trees which shall be planted or the amount of money which shall be deposited in the tree bank in order to mitigate for removal of various sizes of historic trees.
- (c) Historic trees on single-family and two-family lots that are approved for removal by city council shall be replaced whenever the proposed removal will result in less trees than required for single and two-family residences as outlined in ~~section 5.5,~~ Chapter 13. Replacement trees for historic trees on single-family and two-family lots shall be a minimum of ~~one-inch caliper,~~

at eight feet high two-inch caliper, at ten-feet in height. Failure to obtain a permit for tree removal may subject the party removing the tree(s) to penalties as set forth in section 22.6.

- (d) City staff or an authorized representative of the city may allow removal of a historic tree in an emergency prior to city council approval in cases where such trees are diseased, dead, deteriorated or damaged by fire, windstorm, lightning, or other acts of God, and pose imminent danger to life or property. Whether a historic tree is diseased, dead, or damaged by fire, windstorm, lightning, or other acts of God shall be determined according to the process under part (b) of this section. In such a case, the item would go before city council after the fact, and mitigation would require approval by the environmental advisory board for lots other than single or two-family residential.

[No Changes Sections 17 – 20]

Section 20.5: – Tree Abuse.

- (a) Generally. Tree abuse is prohibited. Abused trees may not be counted toward fulfilling landscape requirements. The city may require the abused trees to be replaced in accordance with Chapter 9, Article II, of this code. Abused trees may subject the party removing the trees to penalties as set forth in section 22.6.
- (b) Prohibited acts. A tree shall be considered abused if a person takes an action so that one of the following occurs:
- 1) Cutting upon a tree which alters the natural shape.
 - 2) Hattracking/topping as defined in Chapter 9, Article II, of this code.
 - 3) Trimming of more than one-third (1/3) of the tree canopy within a one-year period.
- (c) Exceptions. Exceptions to this section are as follows:
- 1) Understory trees and any trees listed on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List are not protected by this section.
 - 2) Utility line clearing in conformance with ANSI A-300 and ANSI Z133.1 safety standards and National Electrical Safety Code clearances does not constitute tree abuse.
 - 3) Trees severely damaged by hurricane, windstorm, flood, lightning or other natural phenomena does not constitute tree abuse.
- (d) Any party found to have abused any tree as described above shall be required to submit a tree removal permit application and either replace said tree and/or pay a mitigation fee to the City Tree Bank as set forth in section 22.6.

[No Changes Sections 21 – 22.5]

Section 22.6: - Penalties.

- (a) Any party found to have removed, or killed a historic tree without a permit, shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work, and shall be required to pay a mitigation fee to the City Tree Bank for each replacement tree which is not planted. The amount of such mitigation shall be as normally required by resolution of the City Council. The minimum specifications for historic tree replacement shall be in accordance with section 16.5 of this chapter. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount. In addition, any party found to have removed, or killed a historic tree without a permit on multifamily, commercial, industrial and institutional lots or

~~parcels shall also pay up to a \$5,000.00 fine in addition to the penalties listed above, and shall be required to mitigate the cross-sectional area of the tree removed as required by this article. Failure to mitigate the cross sectional area of a historic tree removed by permit or without a permit shall subject the party to a fine as required under section 1-8(a) of this code. For purposes of this section each day a party fails to mitigate the cross-sectional area of the tree removed shall constitute a separate offense.~~

- (b) Any party found to have removed any tree that is 6-inches or greater DBH that is not a historic tree without a permit shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work and shall provide mitigation as required by this code/and or resolution of the City Council for each replacement tree which is not planted. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount.
- (c) Any party found to have abused any tree as outlined in section 20.5 of this chapter shall be shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work and shall provide mitigation as required by this code and/or resolution of the City Council. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount. If a historic tree is abused, the penalty in section 22.6(a) shall apply.
- (d) Nothing in this section shall be interpreted to limit enforcement of this article by any other remedy including but not limited to remedies provided in the land development code, the city ordinances or general law.
- (e) Penalty fees shall be waived for emergency work if the work was required to prevent or minimize property damage, or a life safety hazard caused by an act of God or natural phenomenon, if the City was closed for business at the time of the emergency, provided that the required permit and supporting documents confirming the emergency nature of the tree removal is applied for on the first working day thereafter. The waiving of penalty fees shall not waive replacement tree requirements and/or mitigation as may be required by this code.

SECTION 2: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 13, Landscaping and Buffers, to read as follows:

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 13: - Landscaping and Buffers

[No Changes Sections 1 – 5.5]

Section 6: - Landscape materials.

- (a) *Landscape material selection.* The species of required landscape materials shall be selected based on the existing and neighboring vegetative communities, soil types, proposed function of the materials, cold tolerance, existence of utilities or overhead power lines and aesthetics. In addition, landscape materials shall be selected in accordance with the following.

- (1) A minimum of 75 percent of the required shade trees to be planted on any one site shall be native trees. A list of approved species is provided ~~under paragraph (b) below.~~ by separate Resolution as may be amended from time to time.
- (2) Aside from lawn areas, a minimum of 75 percent of the required landscape materials to be planted on any one site shall be drought or moderate drought ~~resistant~~ resistant plantings incorporated into a low or moderate water use zone. A list of approved plantings to satisfy this requirement is provided ~~under paragraph (b) below.~~ by separate Resolution as may be amended from time to time.
- (3) Landscape plans shall be designed to group landscape materials together into zones according to water use needs as follows:
 - (a) High water use zone.
 - (b) Moderate water use zone.
 - (c) Low water use zone.

Plant materials may be grouped with those associated with the same or a higher water use zone.

- (4) A maximum of 40 percent of the total landscape area may be planted with lawn grasses. Such grasses should be consolidated and limited to areas subject to pedestrian traffic or recreational use, where soil erosion control is needed, or where it will serve as a design unifier or some other practical use. Deferred parking and grass parking areas shall not be considered part of the total landscape area for purposes of calculating the allowable lawn percentage. Parks and recreation areas shall be exempt from this lawn percentage limitation.
 - (5) A maximum of 20 percent of the landscape areas on a site may be covered with an impervious surface.
 - (6) All planting beds shall be filled with a minimum of two inches of clean, weed free organic mulch, with three inches being the preferable mulch depth. A maximum of 25 percent of these mulch areas may consist of nonorganic decorative material such as crushed rock, gravel, marble, and other similar materials.
- (b) *Minimum specifications.* All landscape material required to satisfy this code shall be Florida No. 1 Grade or better, according to the current Grades and Standards for Nursery Plants, State of Florida Department of Agriculture. In addition, all landscape material shall satisfy the ~~following~~ minimum specifications established by Resolution as may be amended from time to time.
- (1) *Shade trees.* Shade tree species shall be a minimum of two-inch caliper and ten feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Palms may be used for up to 25 percent of required shade trees when planted in the quantities specified in the ~~chart below.~~ established landscape material Resolution. Understory trees may be substituted for up to 25 percent of required shade trees when planted in groups of two or more per required tree. All shade trees shall be staked and guyed at the time of planting in accordance with the details of this section. ~~Below is a list of approved native shade trees and palm tree equivalents.~~

	Common Name	— Botanical Name
{X}	Ash, Green (D)	<i>Fraxinus pennsylvanica</i>
	Ash, Water (D)	<i>Fraxinus caroliniana</i>
	Bay (E)	<i>Persea</i> spp.
	Bay, Loblolly (E)	<i>Gordonia lasianthus</i>
{XX}	Camphor Tree (E)	<i>Cinnamomum camphora</i>
	Cypress, Bald (D)	<i>Taxodium distichum</i>
	Cypress, Leyland (E)	<i>Cyressocyparis leylandii</i>
	Cypress, Pond (D)	<i>Taxodium ascendens</i>
{X}	Elm, American (D)	<i>Ulmus americana</i>
{XX}	Elm, Chinese (D)	<i>Ulmus parvifolia</i>
{XX}	Golden Rain Tree (D)	<i>Koelreuteria elegans</i>
{XX}	Hickory, Pignut (D)	<i>Carya glabra</i>
	Hickory, Water (D)	<i>Carya aquatica</i>
{XX}	Loquat, Japanese Plum (E)	<i>Eriobotrya japonica</i>
{XX}	Magnolia, Southern (E) Maple, Red (D) Maple, Silver (D)	<i>Magnolia grandiflora</i> <i>Acer rubrum</i> <i>Acer saccharinum</i>
{XX}	Oak, Laurel (E)	<i>Quercus laurifolia</i>
{XX}	Oak, Live (E)	<i>Quercus virginiana</i>
{XX}	Oak, Pin (E)	<i>Quercus palustris</i>
{XX}	Oak, Shumard Red (D)	<i>Quercus shumardii</i>
{XX}	Oak, Turkey (D)	<i>Quercus laevis</i>

{XX}	Oak, Water (E)	Quercus nigra
{XX}	Oak, Willow (E)	Quercus phellos
{XX}	Palm, Cabbage (3)	Sabal palmetto
{XX}	Palm, Canary Island Date (1)	Phoenix canariensis
{XX}	Palm, Chinese Fan (1)	Livistona chinensis
{XX}	Palm, European Fan (1)	Chamerops humilis
{XX}	Palm, Medjool Date (1)	Phoenix dactylifera "Medjool"
{XX}	Palm, Pindo (1)	Butia capitata
{XX}	Palm, Queen (3)	Syagrus romanzoffiana
{XX}	Palm, Washington (3)	Washingtonia robusta
{XX}	Palm, Wild Date (1)	Phoenix sylvestris
{XX}	Palm, Windmill (3)	Trachycarpus fortunei
{XX}	Pine, Loblolly (E)	Pinus taeda
{XX}	Pine, Long leaf (E)	Pinus palustris
{XX}	Pine, Slash (E)	Pinus elliotii
{XX}	Pine, Sand (E)	Pinus clausa
{XX}	Sugarberry (D)	Celtis laevigata
	Sweetbay (D)	Magnolia virginiana
{XX}	Sweetgum (D)	Liquidambar styraciflua
	Sycamore (D)	Platanus occidentalis
	Willow, Weeping (D)	Salix babylonica

KEY:~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~~~(3) — Number of palm trees equivalent to one shade tree~~

- (2) *Understory trees.* Understory tree species shall be a minimum of one and one-half-inch caliper and eight feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Multi-trunk species shall be full and upright. All understory trees shall be staked and guyed at the time of planting in accordance with the details of this section. ~~Below is a list of approved understory trees.~~

Common Name		— Botanical Name
(XX)	Cedar, Red (E)	Juniperus virginiana
(X)	Cherry Laurel (E)	Prunus caroliniana
(XX)	Grape Myrtle (D)	Lagerstroemia indica
(XX)	Dogwood, Flowering (D)	Cornus florida
(XX)	Elm, Winged (D)	Ulmus alata
(XX)	Holly, American (E)	Ilex opaca
(XX)	Holly Dahoon (E)	Ilex cassine
(XX)	Holly, East Palatka	Ilex attenuata
(XX)	Holly, Yaupon (E)	Ilex vomitoria
(XX)	Jerusalem Thorn (D)	Parkinsonia aculeata
(XX)	Oak, Myrtle (E)	Quercus myrtifolia
(XX)	Oak, Sand Live (E)	Quercus geminata
(XX)	Oleander (E)	Nerium oleander

(XX)	Palm, Chinese Fan	Livistona chinensis
(XX)	Palm, Pindo	Butia capitata
(XX)	Palm, Pygmy Date	Phoenix roebelinii
(XX)	Palm, Windmill	Trachycarpus fortunei
(X)	Podocarpus, Nagi (E)	Podocarpus nagi
(X)	Podocarpus, Yew (E)	Podocarpus macrophyllus
	Privet, Glossy (E)	Ligustrum lucidum
(X)	Privet, Japanese (E)	Ligustrum japonicum
(XX)	Redbud (D)	Cercis canadensis
(XX)	Wax Myrtle (E)	Myrica cerifera
	Willow, Coastal Plain (E)	Salix caroliniana

~~KEY:~~~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~

- (3) *Shrubs*. Shrubs shall be a minimum of three-gallon container 18 to 24 inches in height immediately after planting. Shrubs shall be planted no more than 30 inches apart on centers, and in groups of no less than three each. Alternate spacing and grouping, when appropriate to ensure proper growth and screening, may be approved through the administrative variance procedure specified in section 9 of this chapter. Below is a list of approved shrubs. Variegated and other similar variations of species shall also be permitted provided identical dimensional and functional results are achieved.

Common Name		— Botanical Name
(X)	Arborvitae, Oriental (E)	Platycladus orientalis
	Azalea (E)	Rhododendron hybrids

{X}	Boxwood, Japanese (E)	Buxus microphylla
{X}	Crape Myrtle (D)	Lagerstroemia indica
{X}	Cypress, Leylandii (E)	Cyprinoscypris leylandii
{X}	Feijoa (E)	Feijoa sellowiana
{X}	Holly, Ambigua (D)	Ilex ambigua
{X}	Holly, American (E)	Ilex opaca
{X}	Holly, Burford (E)	Ilex cornuta
{XX}	Holly, Yaupon (E)	Ilex vomitoria
{XX}	Juniper (E)	Juniperus spp.
{XX}	Palmetto, Saw	Serenoa repens
{XX}	Palmetto, Scrub	Sabal etonia
{X}	Photinia, Red leaf (E)	Photinia glabra
{X}	Photinia, Red tip Fraserii (E)	Photinia fraserii
{X}	Pittosporum, Japanese (E)	Pittosporum tobira
{X}	Podocarpus, Nagi (E)	Podocarpus nagi
{XX}	Podocarpus, Yew (E)	Podocarpus macrophyllus
{X}	Privet, Chinese (E)	Ligustrum sinense
{X}	Privet, Florida (D)	Forestiera segregata
{XX}	Privet, Japanese (E)	Ligustrum japonicum
{XX}	Sage, Texas (E)	Leucophyllum frutescens
{XX}	Silverthorn (E)	Elaeagnus pungens
	Viburnum, Sandankwa (E)	Viburnum suspensum

(X)	Viburnum, Sweet (E)	Viburnum odoratissimum
(XX)	Wax Myrtle (E)	Myrica cerifera

~~KEY:~~~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~

- (4) ~~Ornamentals.~~ Ornamental plantings ~~as defined below~~, shall be minimum one-gallon container grown species, unless otherwise noted ~~below in the landscape material Resolution~~, and spaced on centers necessary to provide 100 percent aerial coverage within a maximum of two years, applicable to each plant type. Where this code permits shrub equivalency, the quantity listed in the ~~chart below~~ landscape materials Resolution shall be required to equal one shrub. ~~The following is a list of approved ornamentals.~~ Variegated varieties and other similar variations shall also be permitted provided identical dimensional and functional results are maintained.

	Common Name	Botanical Name
(XX)	Asparagus Fern (3)*	Asparagus densiflorus
(X)	Cast Iron Plant (2)	Aspidistra elatior
(XX)	Coontie (1)**	Zamia floridana
(X)	Crinum Lily (1)**	Crinum asiaticum
(XX)	Crown of Thorns (3)**	Euphorbia milli
(XX)	Day Lily (3)	Hemerocallis spp.
(X)	Garlic, Society (3)	Tulbaghia violacea
(XX)	Hawthorn, Indian (1)**	Rapheolepis indica
(X)	Jasmine, Confederate (4)**	Trachelospermum jasminoides
(X)	Jasmine, Small leaf Confederate (4)	Trachelospermum asiaticum
(XX)	Juniper (2)**	Juniperus spp.

(XX)	Lily Turf, Creeping (4)	Liriope spicata
(XX)	Liriope (3)	Liriope muscari
(X)	Mondo Grass (4)	Ophiopogon japonicus
(XX)	Morning Glories (4)	Ipomoea spp.
(XX)	Palm, Sago (1)**	Cycas spp.
(X)	Pampas Grass (1)**	Cortaderia selloana
(X)	Pittosporum, Dwarf (1)**	Pittosporum tobira "Wheeleri"
(XX)	Sunflower, Beach (2)	Helianthus debilis

KEY:~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~* — Number in parentheses denotes shrub equivalency~~~~** — Minimum three-gallon container growth specification~~

- (5) *Lawn grass.* All grassed areas, except large open turf areas such as retention area bottoms and play fields, shall be sodded with any species of grass common to Central Florida. The use of St. Augustine sod is recommended for areas subject to regular manicuring and heavy pedestrian traffic. Generally, this type of grass should be used in areas which are viewed at a close distance. Bahia sod is recommended for retention areas, slopes, repair of rights-of-way, overflow grassed parking, play fields and other large turf areas which are not generally manicured. ~~Below is a list of approved lawn grasses.~~

Common Name		Botanical Name
(X)	Bahia	Paspalum notatum
(X)	Bermuda	Cynodon dactylon
	Centipede	Eremochloa ophiuroides
	St. Augustine	Stenotaphrum secundatum
(X)	Zeysia	Zeysia spp.

The city may approve other lawn grasses in addition to those listed ~~above~~ in the landscape materials Resolution, providing that documentation defining the characteristics of the proposed grass, including appearance, growing requirements, and growth rate, substantiate its suitability for its intended purpose.

- (6) *Mulch.* All planting beds shall be filled with a minimum of two inches of clean, weed free organic mulch, with three inches being the preferable mulch depth. A maximum of 25 percent of these mulch areas may consist of nonorganic decorative material such as crushed rock, gravel, marble, and other similar materials.
- (7) *Alternative landscaping materials.* The city may approve alternative landscape materials to satisfy xeriscape requirements when such materials are determined to be drought resistant. Determination shall be based on certified documentation provided by a registered landscape architect or printed in a recognized professional or informational publication.
- (8) *Prohibited vegetative species:* ~~The following~~ Prohibited species identified in the landscape materials Resolution shall not be included in any landscaping design due to their aggressive, invasive nature:.

Common Name	Botanical Name
Australian Pine	Casuarina <i>equisetifolia</i>
Australian Pine	Casuarina <i>leipconphloia</i>
Brazilian Pepper	Schinus terebinthifolius
Pink Tree	Maleuca <i>leucadendron</i>

In addition, no plant species prohibited by the Florida Department of Environmental Protection (DEP) shall be included in any landscape design.

[No Changes Subsections (c), (d)]

[No Changes Sections 7 thru 10]

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

SECTION 4: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this

Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. 20-25000004

LDC Amendment/Chapter 9, Article II and Chapter 13

REQUEST:	To Chapter 9, Article II and Chapter 13 of the Land Development Code (LDC) to update the historic tree removal process, update penalty fees, create tree abuse regulations, and to remove the landscape materials lists from the LDC and to adopt them by resolution.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 23, 2020)
CITY COUNCIL:	August 19, 2020

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

At the October 23, 2018 City Council Workshop, staff presented a summary of the Environmental Advisory Board's recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC) for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment is part of a series of amendments. [Part I (Ord. 2019-2) and Part II (Ord. 2019-15) were adopted in 2019.]

Historic Tree Removal Process (Chapter 9, Article II, Section 16.5)

Removal on Non-Residential Site:

The proposed amendment clarifies the process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial). Currently, the LDC states that the Environmental Advisory Board (EAB) decides the mitigation requirements after City Council grants approval of a non-residential historic tree removal. However, the past practice over the last 10 years has been to bring a request to remove a historic tree on a non-residential site to the EAB first to obtain their recommendation and then it is reviewed by the City Council. The proposed amendment would clarify the current process to require review by the EAB prior to City Council. This allows the EAB to provide a recommendation to the City Council on the removal request and the historic tree mitigation options including replacements, a contribution to the tree bank, or a combination of both per Resolution 02-71 as may be amended.

Removal on Single-Family & Two-Family Lots:

There are no changes being proposed to the historic tree removal process for single-family and two-family residential lots with this proposed amendment. Currently, staff reviews the request and provides a recommendation to City Council. If approved by City Council and the removal results in less than the required 1 shade tree per 2,500 square-feet of lot coverage [LDC Ch.13, Sec. 5.5(a)(1)], a replacement shade tree is required.

However, the proposed amendment does change the size requirement for a replacement shade tree on one and two-family lots from 1" caliper, 8' height to 2" caliper, 10' height at the time of planting. The proposed change will not affect the number of shade trees required on a lot, only make the size requirement for new and replacement shade trees when a historic tree is removed consistent with the size requirement for new and replacement shade trees on single and two-family lots [LDC Ch.13, Sec. 5.5(a)(1)].

Tree Abuse Regulations (Chapter 9, Article II, Section 9.5 and Section 22.6)

Tree hatracking or topping involves the drastic removal or cutting back of large branches and limbs on trees leaving stubs. Hatracking/topping can make a tree hazardous and reduce its life by making the tree more susceptible to internal rot, insects, and disease. While many choose to reduce the tree canopy because of the tree interferes with the view, sunlight or because of a concern for personal or property safety, hatracking/topping of trees is a form of stress that can be avoided. Due to the stress that hatracking/topping places on a tree, it increases the chances of maintenance of a potentially hazardous tree.

The proposed amendment establishes tree abuse regulations within the LDC to enhance the preservation and protection of existing mature shade trees within the City. Trees will be considered abused if the following occur:

1. Cutting upon a tree which alters the natural shape;
2. Hatracking/topping to flat-cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance with the American National Standards Institute, A300 standards or other accepted standards as published (Figure 1); and
3. Trimming of more than one-third (1/3) of the tree canopy within a one-year period.

The proposed amendment is to prohibit tree abuse within the City. Abused trees, on either residential or commercial property, will not be permitted to count towards the landscaping requirements of the code for lot coverage (1 tree per 2,500 square feet). In addition, a tree removal permit will be required to remove the abused tree as the stress caused by the tree abuse renders the tree potentially hazardous. Replacement tree(s) and/or mitigation into the City Tree Bank may be required in accordance with the LDC if the lot does not meet or fall below the minimum tree coverage requirements (1 tree per 2,500 square feet of lot coverage) because of the tree abuse.

Figure 1 – Tree Hatracking



Before: Tree Hatracking/Topping



After: Tree Hatracking/Topping

The proposed tree abuse regulations only pertain to shade trees. Understory trees and any trees listed on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List would not be protected by the tree abuse regulations. In addition, the following do not constitute tree abuse:

1. Utility line clearing in conformance with ANSI A-300 and ANSI Z133.1 safety standards and National Electrical Safety Code clearances; and
2. Trees severely damaged by hurricane, windstorm, flood, lightning or other natural phenomena.

If tree abuse is identified on residential or commercial properties, the property owner will receive a notification from city staff that an after the fact tree removal permit is required and that the abused shade tree will need to be removed and replaced with another shade tree per the LDC replacement requirements for residential and commercial properties. If the replacement does not take place, a Notice of Violation will be issued by Code Enforcement.

Penalty Fees (Chapter 9, Article II, Section 22.6)

Currently, the LDC only includes the ability to apply a penalty up to \$5,000 and required mitigation per City historic tree removal resolution (Exhibit 3) for removal of historic trees on multi-family, commercial, industrial and institutional properties without a permit. The proposed amendment revises the penalty for the removal of historic trees to make the penalty fine a flat rate of \$5,000 and add the requirement to pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work, along with the required mitigation in accordance with the current City historic tree removal resolution, if the required number of replacement trees listed in the City historic tree removal resolution are not planted. For each subsequent violation by the same property owner, the amount of mitigation would be twice the required amount.

The proposed amendment would add a penalty for the removal of a historic tree(s) on a residential property without a permit. Currently, the LDC only requires the submittal of a tree removal permit and planting of replacement trees if the property does not meet the required number of shade trees per the LDC. The proposed amendment adds a penalty for the removal of historic trees on residential property to pay twice the amount of the regular permit fee and mitigation plantings or payment to Tree Bank in accordance with the current City historic tree removal resolution (Resolution to be revised to include residential property).

The amendment would also double the tree removal permit fee for the removal of any tree 6-inches or greater DBH on a residential or non-residential (multi-family, commercial, industrial, institutional) property before a permit is issued.

The proposed penalty fee structure would be:

- Removal of a tree 6-inches or greater DBH on residential or non-residential property without a permit:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees per the LDC.
 - For each subsequent violation by the same property owner, the amount of mitigation shall be twice the required mitigation amount.
- Removal of a historic tree on a non-residential property without a permit shall pay all of the following:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees or payment of the required mitigation fee to the City Tree Bank for each required replacement tree which is not planted.
 - Pay the flat \$5,000 fine to the City Tree Bank.
 - For each subsequent violation by the same property owner, the amount of mitigation will be double the required mitigation amount.
- Removal of a historic tree on a residential property without a permit:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees or payment of the required mitigation fee to the City Tree Bank for each required replacement tree which is not planted.
 - For each subsequent violation by the same property owner, the amount of mitigation will be twice the required mitigation amount.

The proposed amendment would waive penalty fees for emergency work, such as, tree removal required to minimize property damage or a life safety hazard due to an act of God or natural phenomenon if the City is closed for business. However, a permit with supporting documents such as photos identifying the emergency nature of the tree removal would need to be applied for the first working day after the emergency removal if a certified arborist or landscape architects report is not provided.

Landscape Materials (Chapter 13, Section 6)

The proposed amendment would remove the landscape materials lists that identify acceptable shade trees, understory trees, shrubs, ornamentals, lawn grass and prohibited species of plant materials that can or cannot be used on residential or commercial properties out of the LDC and these lists would be adopted through a resolution. Adopting the landscape materials lists through a resolution provides more flexibility to update the lists based on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List (FLEPPC) and to determine which plant materials best meet the minimum standards to survive and thrive in this subtropical hardiness zone. The EAB plans to review this list annually and make recommendations to City Council regarding any updates needed from the previous year. The FLEPPC list is revised every two years. The current issue was released in 2019 and the next update will be available in 2021.

The following code amendments to Chapter 9 and 13 of the LDC may not apply in cases when removal of a tree(s) through a City issued tree removal permit is preempted by Florida Statute with a certified arborist or landscape architects report.

RECOMMENDATION

Approval of the amendments to Chapter 9, Article II and Chapter 13 of the Land Development Code.

Attachments

Exhibit 1 – Proposed LDC Amendments to Chapter 9, Article II (see Ordinance Exhibit)
Exhibit 2 – Proposed LDC Amendments to Chapter 13 (see Ordinance Exhibit)
Exhibit 3 – Current Historic Tree Mitigation Resolution 02-71

EXHIBIT 3

RESOLUTION NO. 02-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING MITIGATION TABLES FOR THE REPLACEMENT OF HISTORIC TREES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida, has required mitigation for the removal of historic trees pursuant to Ordinance No. 2002-36; and

WHEREAS, the table is intended to assist the public in determining what mitigation is required for removal of historic trees;

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

Section 1. In accordance with Chapter 9, Article II, Section 16.5 (b) (1) of the City of Port Orange Land Development Code. Historic trees which are not deteriorated, diseased or dead shall be mitigated in a monetary amount or in a quantity of replacement trees which shall equal 15% of the cross sectional value as shown in Exhibit A.

Section 2. In accordance with Chapter 9, Article II, Section 16.5 (b) (2) of the City of Port Orange Land Development Code. Historic trees which are deteriorated or diseased shall be mitigated in a monetary amount or in a quantity of replacement trees which shall equal 5% of the cross sectional value as shown in Exhibit B.

Section 3. All resolutions or parts of resolutions in conflict with the provisions of

EXHIBIT A HEALTHY HISTORIC TREES**15% CROSS SECTIONAL AREA REPLACEMENT****MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS**

A	B	C	D
SIZE OF TREE BEING REMOVED	15% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*
36	152.68	10	B x \$27 = \$ 4,122
37	161.28	10	B x \$27 = \$ 4,355
38	170.12	11	B x \$27 = \$ 4,593
39	179.19	11	B x \$27 = \$ 4,838
40	188.50	12	B x \$27 = \$ 5,089
41	198.04	12	B x \$27 = \$ 5,347
42	207.82	typo -39 13	B x \$27 = \$ 5,611
43	217.83	14	B x \$27 = \$ 5,881
44	228.08	14	B x \$27 = \$ 6,158
45	238.57	15	B x \$27 = \$ 6,441
46	249.29	16	B x \$27 = \$ 6,731
47	260.24	16	B x \$27 = \$ 7,027
48	271.43	17	B x \$27 = \$ 7,329
49	282.86	18	B x \$27 = \$ 7,637
50	294.53	19	B x \$27 = \$ 7,952
51	306.42	19	B x \$27 = \$ 8,273
52	318.56	20	B x \$27 = \$ 8,601
53	330.93	21	B x \$27 = \$ 8,935
54	343.53	22	B x \$27 = \$ 9,275
55	356.38	22	B x \$27 = \$ 9,622
56	369.45	23	B x \$27 = \$ 9,975
57	382.76	24	B x \$27 = \$ 10,335
58	396.31	25	B x \$27 = \$ 10,700
59	410.10	26	B x \$27 = \$ 11,073
60	424.12	27	B x \$27 = \$ 11,451
61	438.37	28	B x \$27 = \$ 11,836
62	452.86	28	B x \$27 = \$ 12,227
63	467.59	29	B x \$27 = \$ 12,625
64	482.55	30	B x \$27 = \$ 13,029
65	497.75	31	B x \$27 = \$ 13,439
66	513.18	32	B x \$27 = \$ 13,856
67	528.85	33	B x \$27 = \$ 14,279
68	544.75	34	B x \$27 = \$ 14,708
69	560.89	35	B x \$27 = \$ 15,144
70	577.27	36	B x \$27 = \$ 15,586
71	593.88	37	B x \$27 = \$ 16,035
72	610.73	38	B x \$27 = \$ 16,490
73	627.81	39	B x \$27 = \$ 16,951
74	645.13	41	B x \$27 = \$ 17,418
75	662.68	42	B x \$27 = \$ 17,892

* \$27-accepted national value per square inch

EXHIBIT B DISEASED OR DETERIORATED HISTORIC TREES

5% CROSS SECTIONAL AREA REPLACEMENT

MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS

A	B	C	D	
SIZE OF TREE BEING REMOVED	5% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*	
36	50.89	3	B x \$27 =	\$ 1,374
37	53.76	3	B x \$27 =	\$ 1,452
38	56.71	4	B x \$27 =	\$ 1,531
39	59.73	4	B x \$27 =	\$ 1,613
40	62.83	4	B x \$27 =	\$ 1,696
41	66.01	4	B x \$27 =	\$ 1,782
42	69.27	4	B x \$27 =	\$ 1,870
43	72.61	5	B x \$27 =	\$ 1,960
44	76.03	5	B x \$27 =	\$ 2,053
45	79.52	5	B x \$27 =	\$ 2,147
46	83.10	5	B x \$27 =	\$ 2,244
47	86.75	5	B x \$27 =	\$ 2,342
48	90.48	6	B x \$27 =	\$ 2,443
49	94.29	6	B x \$27 =	\$ 2,546
50	98.18	6	B x \$27 =	\$ 2,651
51	102.14	6	B x \$27 =	\$ 2,758
52	106.19	7	B x \$27 =	\$ 2,867
53	110.31	7	B x \$27 =	\$ 2,978
54	114.51	7	B x \$27 =	\$ 3,092
55	118.79	7	B x \$27 =	\$ 3,207
56	123.15	8	B x \$27 =	\$ 3,325
57	127.59	8	B x \$27 =	\$ 3,445
58	132.10	8	B x \$27 =	\$ 3,567
59	136.70	9	B x \$27 =	\$ 3,691
60	141.37	9	B x \$27 =	\$ 3,817
61	146.12	9	B x \$27 =	\$ 3,945
62	150.95	9	B x \$27 =	\$ 4,076
63	155.86	10	B x \$27 =	\$ 4,208
64	160.85	10	B x \$27 =	\$ 4,343
65	165.92	10	B x \$27 =	\$ 4,480
66	171.06	11	B x \$27 =	\$ 4,619
67	176.28	11	B x \$27 =	\$ 4,760
68	181.58	11	B x \$27 =	\$ 4,903
69	186.96	12	B x \$27 =	\$ 5,048
70	192.42	12	B x \$27 =	\$ 5,195
71	197.96	12	B x \$27 =	\$ 5,345
72	203.58	13	B x \$27 =	\$ 5,497
73	209.27	13	B x \$27 =	\$ 5,650
74	215.04	14	B x \$27 =	\$ 5,806
75	220.89	14	B x \$27 =	\$ 5,964

* \$27-accepted national value per square inch



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I22b) Resolution No. 20-45 - Approved Landscape Materials

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution 20-45.

SUMMARY: Ordinance 2020-28, which is on the September 15, 2020 City Council agenda for 2nd reading, removes the landscape materials lists for acceptable shade trees, understory trees, shrubs, ornamentals, lawn grass and prohibited species of plant materials that can or cannot be used on residential or commercial properties from the LDC and establishes these list of tree and landscape materials through a resolution. Adopting the acceptable tree and landscape material lists through a resolution provides a more flexible and efficient option to update the lists (1 month) compared to processing a LDC text amendment (4 months). The EAB plans to review this list annually and make recommendations to City Council based on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List (FLEPPC) and which plant materials best meet the minimum standards to survive and thrive in this subtropical hardiness zone.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Resolution No. 20-45 with exhibit	Reso 20-45 Landscape Materials.pdf
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Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 8/27/2020
Approved - 9/9/2020
Approved - 9/10/2020
Final Approval - 9/10/2020

RESOLUTION NO. 20-45

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ADOPTING A LIST
OF APPROVED LANDSCAPE MATERIALS;
PROVIDING FOR CONFLICTING RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6 of Chapter 13 of the City of Port Orange Land Development Code authorizes adoption of approved landscape materials by resolution of the City Council of the City of Port Orange; and

WHEREAS, pursuant to this authority the City hereby adopts a list of approved landscape materials by resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida as follows:

SECTION 1. The City Council of the City of Port Orange hereby adopts the Approved Landscape Materials List, attached hereto as **Exhibit "A."**

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

Resolution Exhibit Approved Landscape Materials

(1) *Shade trees.* Below is a list of approved shade trees and palm tree equivalents.

Common Name		Botanical Name
(X)(N)	Ash, Green (D)	Fraxinus pennsylvanica
(N)	Ash, Water (D)	Fraxinus caroliniana
(XX) (N)	Red Bay (E)	Persea borbonia
(N)	Bay, Loblolly (E)	Gordonia lasianthus
(XX) (N)	Cedar, Red (E)	Juniperus silicicola
(XX) (N)	Cypress, Bald (D)	Taxodium distichum
	Cypress, Leyland (E)	Cyressocyparis leylandii
(XX) (N)	Cypress, Pond (D)	Taxodium ascendens
(X)(N)	Elm, American (D)	Ulmus americana
(XX)	Elm, Chinese (D)	Ulmus parvifolia
(XX)(N)	Hickory, Pignut (D)	Carya glabra
(N)	Hickory, Scrub	Carya floridana
(N)	Hickory, Water (D)	Carya aquatica
(XX)	Loquat, Japanese Plum (E)	Eriobotrya japonica
(XX) (N)	Magnolia, Southern (E) Blanchard, Bracken Brown Beauty, Little Gem, Miss Chloe and other cultivars	Magnolia grandiflora
(N)	Magnolia, Sweet-bay	Magnolia virginiana
(N)	Maple, Ash-leaf Box-elder	Acer negundo
(N)	Maple, Red (D)	Acer rubrum
	Maple, Silver (D)	Acer saccharinum
(XX) (N)	Oak, Laurel (E)	Quercus laurifolia
(XX) (N)	Oak, Live (E)	Quercus virginiana
(XX)	Oak, Pin (E)	Quercus palustris
	Oak, Nuttall	Quercus nuttallii
(XX)	Oak, Shumard Red (D)	Quercus shumardii
(XX)(N)	Oak, Turkey (D)	Quercus laevis
(XX)(N)	Oak, Water (E)	Quercus nigra
(XX)	Oak, Willow (E)	Quercus phellos
	Palm, Bismark (1)	Bismarckia nobilis
(XX) (N)	Palm, Cabbage (2)	Sabal palmetto
(XX)	Palm, Canary Island Date (1)	Phoenix canariensis
(XX)	Palm, Chinese Fan (1)	Livistona chinensis
	Palm, Cliff Date (1)	Phoenix rupicola
(XX)	Palm, European Fan (1)	Chamerops humilis
(XX)	Palm, Medjool Date (1)	Phoenix dactylifera "Medjool"
(X) (N)	Palm, Paurotis (2)	Acoelorrhaphe wrightii

(XX)	Palm, Pindo (1)	<i>Butia capitata</i>
(XX)	Palm, Queen (2)	<i>Syagrus romanzoffiana</i>
	Palm, Ribbon (1)	<i>Livistona decipiens</i>
(X)	Palm, Royal (2)	<i>Roystonea regia</i>
	Palm, Senegal Date	<i>Phoenix reclinata</i>
(XX)	Palm, Washington (2)	<i>Washingtonia robusta</i>
(XX)	Palm, Wild Date (1)	<i>Phoenix sylvestris</i>
(XX)	Palm, Windmill (2)	<i>Trachycarpus fortunei</i>
(XX)	Pine, Loblolly (E)	<i>Pinus taeda</i>
(XX) (N)	Pine, Long-leaf (E)	<i>Pinus palustris</i>
(XX) (N)	Pine, Slash (E)	<i>Pinus elliottii</i>
(XX) (N)	Pine, Sand (E)	<i>Pinus clausa</i>
	Riverbirch, Duraheat	<i>Betula nigra</i> 'BNMTF'
(XX)	Sugarberry (D)	<i>Celtis laevigata</i>
(N)	Swamp Black Gum, Swamp Tupelo	<i>Nyssa sylvatica</i> var. <i>biflora</i>
(N)	Sweetbay (D)	<i>Magnolia virginiana</i>
(XX)(N)	Sweetgum (D)	<i>Liquidambar styraciflua</i>
(N)	Sycamore (D)	<i>Platanus occidentalis</i>
(N)	Willow, Carolina	<i>Salix caroliniana</i>
	Willow, Weeping (D)	<i>Salix babylonica</i>

KEY:

(X) Xeriscape moderate drought tolerance

(XX) Xeriscape high drought tolerance

(N) Native

(D) Deciduous

(E) Evergreen

(2) Number of palm trees equivalent to one shade tree

(2) *Understory trees.* Below is a list of approved understory trees.

Common Name	Botanical Name
(X) Blueberry, Japanese	<i>Elaeocarpus decipiens</i>
(XX) Cedar, Red (E)	<i>Juniperus virginiana silicicola</i>
(X) Cherry Laurel (E)	<i>Prunus caroliniana</i>
(XX) Crape Myrtle (D)	<i>Lagerstroemia indica</i>
(XX) Cypress, Italian (E)	<i>Cupressus sempervirens</i>
(XX)(N) Dogwood, Flowering (D)	<i>Cornus florida</i>
(XX)(N) Elm, Winged (D)	<i>Ulmus alata</i>
(N) Fringe Tree, White	<i>Chionanthus virginicus</i>
(XX) Holly, American (E)	<i>Ilex opaca</i>
(X) (N) Holly Dahoon (E)	<i>Ilex cassine</i>
(X) Holly, Eagleston (E)	<i>Ilex x attenuata</i> 'Eagleston'
(XX) Holly, East Palatka (E)	<i>Ilex attenuata</i>
Holly, Nellie R. Stevens (E)	<i>Ilex x 'Nellie R. Stevens'</i>

	Holly, Oakleaf (E)	Ilex x 'Conaf'
(XX) (N)	Holly, Yaupon (E)	Ilex vomitoria
(XX)	Jerusalem Thorn (D)	Parkinsonia aculeata
	Juniper, Hollywood (E)	Juniperus chinensis 'Torulosa'
	Juniper, Spartan (E)	Juniperus chinensis 'Spartan'
(XX)(N)	Oak, Myrtle (E)	Quercus myrtifolia
(XX)(N)	Oak, Sand Live (E)	Quercus geminata
(XX)	Oleander (E)	Nerium oleander
(XX)	Olive, European (E)	Olea europaea
(XX)	Palm, Chinese Fan	Livistona chinensis
	Palm, Caranday Wax	Copernicia alba
	Palm, Mule	X Butiagrus nabonnandii
(XX)	Palm, Pindo	Butia capitata
(XX)	Palm, Pygmy Date	Phoenix roebelinii
(XX)	Palm, Windmill	Trachycarpus fortunei
(X)	Podocarpus, Nagi (E)	Podocarpus nagi
(X)	Podocarpus, Yew (E)	Podocarpus macrophyllus
	Privet, Glossy (E)	Ligustrum lucidum
(X)	Privet, Japanese (E)	Ligustrum japonicum
(XX)	Redbud (D)	Cercis canadensis
(XX) (N)	Stopper, Simpson's (E)	Myrcianthes fragrans
(XX) (N)	Wax Myrtle (E)	Myrica cerifera
(N)	Willow, Coastal-Plain (E)	Salix caroliniana

KEY:

(X) Xeriscape moderate drought tolerance

(XX) Xeriscape high drought tolerance

(N) Native

(D) Deciduous

(E) Evergreen

(3) *Shrubs*. Below is a list of approved shrubs.

Common Name	Botanical Name
	Abelia, Pink
(N)	American Beautyberry
(N)	Anise, Florida (E)
(X)	Arborvitae, Oriental (E)
	Azalea (E)
(X)	Boxwood, Japanese (E)
(N)	Buttonbush
(XX) (N)	Coontie
(X)	Crape Myrtle (D)
(X)	Cypress, Leylandii (E)
	Abelia 'Edward Goucher'
	Callicarpa americana
	Illicium floridanum
	Platycladus orientalis
	Rhododendron hybrids
	Buxus microphylla
	Cephalanthus occidentalis
	Zamia integrifolia
	Lagerstroemia indica
	Cyressocyparis leylandii

(N)	Fakahatchee Grass (E)	<i>Tripsacum dactyloides</i>
(X)	Feijoa (E)	<i>Feijoa sellowiana</i>
(N)	Firebush (D)	<i>Hamelia patens</i>
(N)	Golden Canna	<i>Canna flaccida</i>
(X)	Holly, Ambigua (D)	<i>Ilex ambigua</i>
(X)	Holly, American (E)	<i>Ilex opaca</i>
(X)	Holly, Burford (E)	<i>Ilex cornuta</i>
(XX)	Holly, Yaupon (E)	<i>Ilex vomitoria</i>
(XX)	Juniper (E)	<i>Juniperus</i> spp.
	Ligustrum, Japanese Privet (E)	<i>Ligustrum japonicum</i>
	Lorapetalum	<i>Lorapetalum chinense</i>
(N)	Mangrove, Black	<i>Avicennia germinans</i>
(N)	Mangrove, Red	<i>Languncularia racemosa</i>
(N)	Mangrove, White	<i>Rhizophora mangle</i>
(XX)	Olive, European (E)	<i>Olea europaea</i>
(XX)	Palmetto, Saw	<i>Serenoa repens</i>
(XX)	Palmetto, Scrub	<i>Sabal etonia</i>
(N)	Pawpaw, Flag	<i>Asimina obovata</i>
(N)	Pawpaw, Dwarf	<i>Asimina pygmea</i>
(X)	Photinia, Red-leaf (E)	<i>Photinia glabra</i>
(X)	Photinia, Red-tip Fraserii (E)	<i>Photinia fraserii</i>
(X)	Pittosporum, Japanese (E)	<i>Pittosporum tobira</i>
(X)	Podocarpus, Nagi (E)	<i>Podocarpus nagi</i>
(XX)	Podocarpus, Yew (E)	<i>Podocarpus macrophyllus</i>
(X)	Privet, Chinese (E)	<i>Ligustrum sinense</i>
(X)	Privet, Florida (D)	<i>Forestiera segregata</i>
(XX)	Privet, Japanese (E)	<i>Ligustrum japonicum</i>
(XX)	Sage, Texas (E)	<i>Leucophyllum frutescens</i>
(N)	Salt Bush	<i>Baccharis halimifolia</i>
(N)	Seagrape	<i>Coccoloba uvifera</i>
(XX)	Silverthorn (E)	<i>Elaeagnus pungens</i>
(N)	St. John's-wort	<i>Hypericum myrtifolium</i>
(N)	Varnish Leaf, Florida Hopbush	<i>Dononaea viscosa</i>
	Viburnum, Sandankwa (E)	<i>Viburnum suspensum</i>
(X)	Viburnum, Sweet (E)	<i>Viburnum odoratissimum</i>
(X) (N)	Viburnum, Walter's (E)	<i>Viburnum obovatum</i>
(XX)	Wax Myrtle (E)	<i>Myrica cerifera</i>
(N)	Wild Coffee	<i>Psychotria nervosa</i>

KEY:

(X) Xeriscape moderate drought tolerance

(XX) Xeriscape high drought tolerance

(N) Native

(D) Deciduous

(E) Evergreen

- (4) *Ornamentals*. The following is a list of approved ornamentals. Variegated varieties and other similar variations shall also be permitted provided identical dimensional and functional results are maintained.

	Common Name	Botanical Name
(XX)	Asparagus Fern (3)*	Asparagus densiflorus
(X)	Cast Iron Plant (2)	Aspidistra elatior
(XX)	Coontie (1)**	Zamia floridana
(X)	Crinum Lily (1)**	Crinum asiaticum
(XX)	Crown of Thorns (3)**	Euphorbia milli
(XX)	Day Lily (3)	Heemerocallis spp.
	Dwarf Fakahatchee Grass (2)	Tripsacum floridanum
	Dwarf Schilling Holly (2)	Ilex vomitoria 'Schillings Dwarf'
	Flax Lily (1)	Dianella tasmanica
(X)	Garlic, Society (3)	Tulbaghia violacea
(XX)	Hawthorn, Indian (1)**	Rapheolepis indica
	Iris, African	Dietes vegeta
	Iris, Walking	Neomarica sp.
(X)	Jasmine, Confederate (4)**	Trachelospermum jasminoides
(X)	Jasmine, Small-leaf Confederate (4)	Trachelospermum asiaticum
(XX)	Juniper (2)**	Juniperus spp.
(XX)	Lily Turf, Creeping (4)	Liriope spicata
(XX)	Liriope (3)	Liriope muscari
(X)	Mondo Grass (4)	Ophiopogon japonicus
(XX)	Morning Glorys (4)	Ipomoea spp.
	Muhly Grass (2)	Muhlenbergia capillaris
	Ornamental Peanut (3)	Arachis glabrata
(XX)	Palm, Sago (1)**	Cycas spp.
(X)	Pampas Grass (1)**	Cortaderia selloana
(X)	Pittosporum, Dwarf (1)**	Pittosporum tobira "Wheeleri"
(N)	Sand Cordgrass (2)	Spartina bakeri
(N)	Marshhay Cordgrass (2)	Spartina patens
(XX)	Sunflower, Beach (2)	Helianthus debilis
(X)(N)	Sunshine Mimosa (3)	Mimosa strigillosa

KEY:

(X) Xeriscape moderate drought tolerance

(XX) Xeriscape high drought tolerance

* Number in parentheses denotes shrub equivalency

** Minimum three-gallon container growth specification

(5) *Lawn grass*. Below is a list of approved lawn grasses.

	Common Name	Botanical Name
(X)	Bahia	Paspalum notatum
(X)	Bermuda	Cynodon dactylon
	Centipede	Eremochloa ophiuroides
	St. Augustine	Stenotaphrum secundatum
(X)	Zoysia	Zoysia spp.

(6) *Prohibited vegetative species*. The following species shall not be included in any landscaping design due to their aggressive, invasive nature:

Common Name	Botanical Name
Australian Pine	Causuarina equisetifolia
Australian Pine	Causuarina leipconphloia
Brazilian Pepper	Schinus terefinthefolius
Camphor Tree	Cinnamomum camphora
Punk Tree	Maleleuca leucadendion

In addition, no plant species prohibited by the Florida Department of Environmental Protection (DEP) or listed as Category I, List of Invasive Plant Species by the Florida Exotic Pest Plant Council (Internet: www.fleppc.org) shall be included in any landscape design.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I22c) Resolution No. 20-46 - Historic Tree Mitigation for removal of a historic tree(s) on residential and non-residential property

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution 20-46.

SUMMARY: Second Reading of Ordinance 2020-28, scheduled for the September 15, 2020 City Council meeting, establishes a penalty for the removal of a historic tree(s) without an approved tree removal permit and speaks to mitigation requirements adopted by resolution. The current historic tree mitigation resolution (Resolution 02-71) only addresses mitigation for a non-residential property (multi-family, commercial, industrial, and institutional).

Ordinance 2020-28 is proposed to replace Resolution 02-71 and establish the mitigation for the removal of a historic tree without an approved tree removal permit on both residential and non-residential properties. The mitigation payment to the City tree bank was developed using the accepted national value of \$27 per square inch of the cross-sectional area of the tree. Exhibits A and B of the resolution indicate the required mitigation payment to the tree bank or number of replacement trees to be planted for multi-family, commercial, industrial or institutional lots; Exhibits C and D indicate the required mitigation payment to the tree bank for single-family or two-family lots. The number of replacement tree plantings for single-family or two-family lots is not provided in the resolution as the replacement tree schedule will follow the existing LDC requirements based on the size of the lot (1 shade tree/2,500 square feet).

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Resolution No. 20-46 with exhibits	Reso 20-46 Tree Mitigation tables.pdf
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Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson

Created/Initiated - 8/27/2020
Approved - 8/31/2020
Approved - 9/9/2020
Approved - 9/10/2020

Robin Fenwick

Final Approval - 9/10/2020

RESOLUTION NO. 20-46

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ADOPTING
MITIGATION TABLES FOR HISTORIC TREE
REMOVAL ON RESIDENTIAL AND
NONRESIDENTIAL PROPERTY; PROVIDING FOR
CONFLICTING RESOLUTIONS; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, Article II of Chapter 9 of the City of Port Orange Land Development Code authorizes adoption of mitigation tables for historic tree removal on residential and nonresidential property by resolution of the City Council of the City of Port Orange; and

WHEREAS, pursuant to this authority the City hereby adopts mitigation tables for historic tree removal on residential and nonresidential property by resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida as follows:

SECTION 1. The City Council of the City of Port Orange hereby adopts the Mitigation Table for removal of Healthy Historic Trees, attached hereto as **Exhibit “A.”**

SECTION 2. The City Council of the City of Port Orange hereby adopts the Mitigation Table for removal of Diseased or Deteriorated Historic Trees, attached hereto as **Exhibit “B.”**

SECTION 3. The City Council of the City of Port Orange hereby adopts the Mitigation Table for removal of Healthy Historic Trees Removed Without a Permit, attached hereto as **Exhibit “C.”**

SECTION 4. The City Council of the City of Port Orange hereby adopts the Mitigation Table for removal of Diseased or Deteriorated Historic Trees Removed Without a Permit, attached hereto as **Exhibit “D.”**

SECTION 5. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney

EXHIBIT A HEALTHY HISTORIC TREES**15% CROSS SECTIONAL AREA REPLACEMENT**

MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS

A	B	C	D	
SIZE OF TREE BEING REMOVED	15% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*	
36	152.68	10	B x \$27 =	\$ 4,122
37	161.28	10	B x \$27 =	\$ 4,355
38	170.12	11	B x \$27 =	\$ 4,593
39	179.19	11	B x \$27 =	\$ 4,838
40	188.50	12	B x \$27 =	\$ 5,089
41	198.04	12	B x \$27 =	\$ 5,347
42	207.82	13	B x \$27 =	\$ 5,611
43	217.83	14	B x \$27 =	\$ 5,881
44	228.08	14	B x \$27 =	\$ 6,158
45	238.57	15	B x \$27 =	\$ 6,441
46	249.29	16	B x \$27 =	\$ 6,731
47	260.24	16	B x \$27 =	\$ 7,027
48	271.43	17	B x \$27 =	\$ 7,329
49	282.86	18	B x \$27 =	\$ 7,637
50	294.53	19	B x \$27 =	\$ 7,952
51	306.42	19	B x \$27 =	\$ 8,273
52	318.56	20	B x \$27 =	\$ 8,601
53	330.93	21	B x \$27 =	\$ 8,935
54	343.53	22	B x \$27 =	\$ 9,275
55	356.38	22	B x \$27 =	\$ 9,622
56	369.45	23	B x \$27 =	\$ 9,975
57	382.76	24	B x \$27 =	\$ 10,335
58	396.31	25	B x \$27 =	\$ 10,700
59	410.10	26	B x \$27 =	\$ 11,073
60	424.12	27	B x \$27 =	\$ 11,451
61	438.37	28	B x \$27 =	\$ 11,836
62	452.86	28	B x \$27 =	\$ 12,227
63	467.59	29	B x \$27 =	\$ 12,625
64	482.55	30	B x \$27 =	\$ 13,029
65	497.75	31	B x \$27 =	\$ 13,439
66	513.18	32	B x \$27 =	\$ 13,856
67	528.85	33	B x \$27 =	\$ 14,279
68	544.75	34	B x \$27 =	\$ 14,708
69	560.89	35	B x \$27 =	\$ 15,144
70	577.27	36	B x \$27 =	\$ 15,586
71	593.88	37	B x \$27 =	\$ 16,035
72	610.73	38	B x \$27 =	\$ 16,490
73	627.81	39	B x \$27 =	\$ 16,951
74	645.13	41	B x \$27 =	\$ 17,418
75	662.68	42	B x \$27 =	\$ 17,892

* \$27 - ACCEPTED NATIONAL VALUE PER SQUARE INCH

EXHIBIT B DISEASED OR DETERIORATED HISTORIC TREES**5% CROSS SECTIONAL AREA REPLACEMENT**

MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS

A	B	C	D	
SIZE OF TREE BEING REMOVED	5% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*	
36	50.89	3	B x \$27 =	\$ 1,374
37	53.76	3	B x \$27 =	\$ 1,452
38	56.71	4	B x \$27 =	\$ 1,531
39	59.73	4	B x \$27 =	\$ 1,613
40	62.83	4	B x \$27 =	\$ 1,696
41	66.01	4	B x \$27 =	\$ 1,782
42	69.27	4	B x \$27 =	\$ 1,870
43	72.61	5	B x \$27 =	\$ 1,960
44	76.03	5	B x \$27 =	\$ 2,053
45	79.52	5	B x \$27 =	\$ 2,147
46	83.10	5	B x \$27 =	\$ 2,244
47	86.75	5	B x \$27 =	\$ 2,342
48	90.48	6	B x \$27 =	\$ 2,443
49	94.29	6	B x \$27 =	\$ 2,546
50	98.18	6	B x \$27 =	\$ 2,651
51	102.14	6	B x \$27 =	\$ 2,758
52	106.19	7	B x \$27 =	\$ 2,867
53	110.31	7	B x \$27 =	\$ 2,978
54	114.51	7	B x \$27 =	\$ 3,092
55	118.79	7	B x \$27 =	\$ 3,207
56	123.15	8	B x \$27 =	\$ 3,325
57	127.59	8	B x \$27 =	\$ 3,445
58	132.10	8	B x \$27 =	\$ 3,567
59	136.70	9	B x \$27 =	\$ 3,691
60	141.37	9	B x \$27 =	\$ 3,817
61	146.12	9	B x \$27 =	\$ 3,945
62	150.95	9	B x \$27 =	\$ 4,076
63	155.86	10	B x \$27 =	\$ 4,208
64	160.85	10	B x \$27 =	\$ 4,343
65	165.92	10	B x \$27 =	\$ 4,480
66	171.06	11	B x \$27 =	\$ 4,619
67	176.28	11	B x \$27 =	\$ 4,760
68	181.58	11	B x \$27 =	\$ 4,903
69	186.96	12	B x \$27 =	\$ 5,048
70	192.42	12	B x \$27 =	\$ 5,195
71	197.96	12	B x \$27 =	\$ 5,345
72	203.58	13	B x \$27 =	\$ 5,497
73	209.27	13	B x \$27 =	\$ 5,650
74	215.04	14	B x \$27 =	\$ 5,806
75	220.89	14	B x \$27 =	\$ 5,964

* \$27 - ACCEPTED NATIONAL VALUE PER SQUARE INCH

**EXHIBIT C HEALTHY HISTORIC TREES
REMOVED WITHOUT A PERMIT**

MITIGATION FOR HISTORIC TREES ON SINGLE AND TWO-FAMILY LOTS

A	B	C	
SIZE OF TREE BEING REMOVED	15% CROSS SECTIONAL AREA IN SQUARE INCHES	TREE BANK CONTRIBUTION*	
36	152.68	B x \$27 =	\$ 4,122
37	161.28	B x \$27 =	\$ 4,355
38	170.12	B x \$27 =	\$ 4,593
39	179.19	B x \$27 =	\$ 4,838
40	188.50	B x \$27 =	\$ 5,089
41	198.04	B x \$27 =	\$ 5,347
42	207.82	B x \$27 =	\$ 5,611
43	217.83	B x \$27 =	\$ 5,881
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64	482.55	B x \$27 =	\$ 13,029
65	497.75	B x \$27 =	\$ 13,439
66	513.18	B x \$27 =	\$ 13,856
67	528.85	B x \$27 =	\$ 14,279
68	544.75	B x \$27 =	\$ 14,708
69	560.89	B x \$27 =	\$ 15,144
70	577.27	B x \$27 =	\$ 15,586
71	593.88	B x \$27 =	\$ 16,035
72	610.73	B x \$27 =	\$ 16,490
73	627.81	B x \$27 =	\$ 16,951
74	645.13	B x \$27 =	\$ 17,418
75	662.68	B x \$27 =	\$ 17,892

**Replacement tree schedule will follow the existing LDC requirements based on the size of the lot (1 shade tree/2,500

* \$27 - ACCEPTED NATIONAL VALUE PER SQUARE INCH

**EXHIBIT D DISEASED OR DETERIORATED HISTORIC TREES
REMOVED WITHOUT A PERMIT**

MITIGATION FOR HISTORIC TREES ON SINGLE AND TWO-FAMILY LOTS

A	B	D	
SIZE OF TREE BEING REMOVED	5% CROSS SECTIONAL AREA IN SQUARE INCHES	TREE BANK CONTRIBUTION*	
36	50.89	B x \$27 =	\$ 1,374
37	53.76	B x \$27 =	\$ 1,452
38	56.71	B x \$27 =	\$ 1,531
39	59.73	B x \$27 =	\$ 1,613
40	62.83	B x \$27 =	\$ 1,696
41	66.01	B x \$27 =	\$ 1,782
42	69.27	B x \$27 =	\$ 1,870
43	72.61	B x \$27 =	\$ 1,960
44	76.03	B x \$27 =	\$ 2,053
45	79.52	B x \$27 =	\$ 2,147
46	83.10	B x \$27 =	\$ 2,244
47	86.75	B x \$27 =	\$ 2,342
48	90.48	B x \$27 =	\$ 2,443
49	94.29	B x \$27 =	\$ 2,546
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51	102.14	B x \$27 =	\$ 2,758
52	106.19	B x \$27 =	\$ 2,867
53	110.31	B x \$27 =	\$ 2,978
54	114.51	B x \$27 =	\$ 3,092
55	118.79	B x \$27 =	\$ 3,207
56	123.15	B x \$27 =	\$ 3,325
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63	155.86	B x \$27 =	\$ 4,208
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71	197.96	B x \$27 =	\$ 5,345
72	203.58	B x \$27 =	\$ 5,497
73	209.27	B x \$27 =	\$ 5,650
74	215.04	B x \$27 =	\$ 5,806
75	220.89	B x \$27 =	\$ 5,964

**Replacement tree schedule will follow the existing LDC requirements based on the size of the lot (1 shade tree/2,500

* \$27 - ACCEPTED NATIONAL VALUE PER SQUARE INCH



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I23) Second Reading Ordinance No. 2020-29 - Amending Chapter 42, Article II, Section 42-26 Lot maintenance regardless of size

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-29.

SUMMARY: AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, ARTICLE II, SECTION 42-26 (d) & (e) BY DELETING REFERENCE TO ONE ACRE OR LESS; PROVIDING FOR AN OWNER OF A LOT TO MAINTAIN IT REGARDLESS OF THE SIZE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ordinance 2020-29 - Lot maintenance regardless of size	Lot size maintenance 2020-29.pdf
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Robin Fenwick

Created/Initiated - 9/8/2020

ORDINANCE NO. 2020-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, ARTICLE II, SECTION 42-26 (d) & (e) BY DELETING REFERENCE TO ONE ACRE OR LESS; PROVIDING FOR AN OWNER OF A LOT TO MAINTAIN IT REGARDLESS OF THE SIZE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an interest in property owners maintaining their lots regardless of the size; and

WHEREAS, the failure of a property owner to maintain his or her property could possibly attract vermin, rodents, insects, etc.; and

WHEREAS, the failure of a property owner to maintain his or her property could be unsightly and create a blighting effect upon the neighborhood or area in which the property is located; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this ordinance be adopted; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT 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, Florida, hereby amends Chapter 42, Article II, Section 42-26 (d) & (e), Cleanliness of property

generally—Duty of owner, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-26 Cleanliness of property generally-Duty of owner.

...

(d) *Maintenance of improved residential lots.* The owner of an improved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep such lot free and clear of all fallen trees and limbs. All weeds, grass and undergrowth shall be cut to a height not exceeding ten inches. However, nothing in this subsection shall be construed to require natural areas located within larger improved lots to be cut to a height less than ten inches within such natural areas.

(e) *Maintenance of unimproved residential lots.* The owner of an unimproved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep that portion of his property abutting and within ten feet of any improved lot, sidewalk, street or bicycle path free and clear of all fallen trees and limbs, and all weeds, grass and undergrowth therein shall be cut to a height not exceeding 12 inches within such area.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA7235]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I24) First Reading - Ordinance No. 2020-31- LDC Amendment/Chapter 2, 16, and 17 – Atypical fences and Special setbacks

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2020-31, amendments to Chapters 2, 16, and 17 of the Land Development Code.

SUMMARY: The proposed administrative Land Development Code (LDC) text amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

Amendments to Chapter 2 and 16 - Atypical Lot Fence Regulations

The proposed amendment revises the definition for an atypical lot as a lot within a subdivision that abuts a street at one end and a waterway/body of water which is 100 feet or more in width (Halifax River, Spruce Creek, or common area stormwater pond) or a golf course within the same subdivision. The current atypical lot definition in the LDC includes a waterway/body of water which is 100 feet, a golf course, or a common open space in a subdivision 100 feet or more in width. If approved, residential lot owners that about non-water common area over 100 feet in width would be able to install 6' tall fences and sheds in their rear yards.

The common open space referenced in the atypical lot definition could include tree preservation area, dry retention, and wetland areas. The atypical lot definition is used to apply LDC requirements for fence height and setbacks for accessory structures greater than 4-feet in height to preserve and protect views to significant natural (rivers and creeks) and human-made (stormwater ponds and golf course) features within the city. With the development of newer residential subdivisions over the last 20 years, there are more situations where a residential lot abuts a wooded common area or a dry retention common area and according to the current requirement in the LDC, these lots are limited to a 4' tall fence and no accessory structures greater than 4' tall within the rear yard. Lots that about tree preservation area, dry retention, and wetland areas and have a 4' tall height restriction are the lots that residents typically question the need of preserving the view of non-water related common areas when they are requesting permits for fences and sheds.

Amendments to Chapters 16 – Type of 6' Tall Fence Allowed on Atypical Lot

The proposed amendment expands the design type of fences that can be constructed at 6-feet tall in the rear yard of an atypical lot to include clear glass, picket, and other similar fence types. Currently the only type of fence that can be installed greater than 4' tall in the rear yard is a 6-foot chain link fence. These non-opaque fencing options are similar to a chain link fence in that they do not obstruct the view of an abutting common area (golf course and water body or common area 100-foot in width) and have recently been requested by residential lot owners instead of using a 4' tall opaque fence or 6' chain link fence in the rear yard of their atypical lot. The changes to height and design type would only apply to the City's LDC, as Homeowner Associations (HOA) could place additional restrictions on fence type and height.

Amendments to Chapters 16 and 17 – Set Back for Air Conditioning Unit

At a recent City Council meeting, the Council approved a Planned Unit Development (PUD) amendment that updated the side yard setback for a residential air conditioning unit (A/C unit) based new size standards for A/C units. City Council indicated at that meeting that staff should amend the LDC to be consistent with the new size standards for A/C units, so variances or PUD amendments are not requested. The proposed amendment would update the City-wide side yard setback for an air conditioning unit (A/C unit) from 3.5 foot (42-inches) or 50% of the side building setback to a minimum side yard setback of 1.5 foot (18-inches) along with special conditions to maintain drainage.

Amendments to Chapter 2 and 16 – Definition and Setbacks for Pergola and Gazebo

The proposed amendment would define a “pergola” and “gazebo” and establish setbacks for placement on a property within the side or rear yard. Over the past year, staff has seen an increase in inquiries from residents and developers for setbacks to install gazebos or pergolas on their property. Currently there is no definition or specific setbacks for these structures in the LDC. Similar to other accessory structures, a pergola or gazebo would not be allowed within a front yard. The proposed minimum setbacks for a gazebo or pergola is seven and one-half feet (7½') from the side and rear property line, or the required side-yard setback of a principal structure, whichever is less (e.g. 5-feet for a lot with a 5-foot side setback).

Accessory Uses and Accessory Structures Not Specified

The current LDC states that, “Any specific accessory use or structure which is not addressed within this chapter shall not be located on any lot.” In order to account for new accessory structures not specifically addressed in the LDC, the proposed amendment adds the following general statement, “If any specific accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.”

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance. No. 2020-31	Ord 2020-31 LDC Amendment 2 16 17.pdf
2.	Staff Report - Ch 2_16_17_fences and special setbacks	Staff Report - Ch 2_16_17_fences and special setbacks.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 8/27/2020
Approved - 9/9/2020
Approved - 9/10/2020
Final Approval - 9/10/2020

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2, 16 AND 17
UPDATING THE DEFINITION FOR ATYPICAL LOTS AND
TYPE OF FENCING ALLOWED ON AN ATYPICAL LOT
AND SPECIAL SETBACKS FOR A/C UNITS, PERGOLA
AND GAZEBO; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

[No changes to Section 1]

Section 2: - Definitions.

Atypical lot. A lot within a subdivision which, as a result of subdivision design, abuts a street at one end and any of the following at the opposite end:

- (a) A waterway or body of water, either of which is 100 feet or more in width, including but not limited to the Halifax River, ~~and Spruce Creek,~~ or a designated common open space area within the same subdivision which is a body of water;
or
- (b) A golf course fairway or green within the same subdivision; ~~or~~
- ~~(c) A designated common open space area within the same subdivision which is a body of water 100 feet or more in width.~~

Gazebo. A freestanding roofed structure that is open or screened on all sides.

Pergola. A freestanding or attached structure of parallel colonnades supporting an open roof of crossing rafters or trellis'.

[No other changes to Section 2: - Definitions]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 16 of the Land Development Code, to read as follows:

Chapter 16 – MISCELLANEOUS REGULATION

Section 1: - Accessory uses and structures.

[No changes to subsections (a) through (b)]

(c) *General provisions.*

- (1) Outdoor storage shall be prohibited, except as specifically permitted herein.
- (2) Signs, fences, walls, parking and loading areas, and other such features which are typically located within required yard areas shall comply with the applicable provisions of this code for such uses and structures.
- (3) Any specific accessory use ~~or structure~~ which is not addressed within this chapter shall not be located on any lot. If any specific accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.

[No changes to subsections (d) through (e)]

(f) *Atypical lots.* The atypical lot requirements are intended to preserve and protect views to significant natural and human-made features within the city. These features include, but are not limited to the Halifax River, bodies of water 100 feet or more in width, golf courses and subdivision dedicated common open spaces that are a body of water 100 feet or more in width. The atypical lot provisions are not intended to apply to subdivision common areas that are utility or gas easements, or that function as buffers between adjacent roadways or neighboring subdivisions.

[No changes to Section 2]

Section 3: - Fences and walls.

[No changes to subsection (a)]

(b) *General provisions.*

[No changes to subsection 1]

(2) *Height.*

(a) For individual single-family and two-family residential lots, no permanent fence or wall shall exceed six feet in height in rear or side yards, except as provided in subparagraph (e) below. In addition, fences and walls shall not exceed four feet in height when erected on an atypical lot within the required rear yard setback, except as provided in subsection (h) below.

[No changes to subsections (b) through (g)]

(h) On atypical lots, chain link fences and other non-privacy fences (e.g. clear glass or plastic and metal/aluminum picket fences) that are not opaque, but function similarly to a chain link fence in that they do not obstruct the view of the common area may not exceed six feet in height when erected within the required rear yard.

[no changes to subsection (2)(i) through subsection (5)]

[No changes to Section 4]

Section 5: - Special setbacks.

[No changes to subsection (a)]

(b) *Special setbacks.*

[The following special setbacks are to be amended and/or added to the table in alphabetical order.]

Structure or Building Feature	Special Setback
Air conditioning unit	3.5 <u>1.5</u> feet into yard (1) <u>(9)</u>
<u>Gazebo</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less</u> <u>(2)</u>
<u>Pergola</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less</u> <u>(2)</u>

NOTES:

(1) In no case shall the special setback exceed 50 percent of the minimum yard dimension.

(2) Location within required yards permitted in rear and side yards only.

[no changes to notes (3) through (8)]

(9) There shall be a minimum separation of air conditioning unit or mechanical equipment on adjacent lots of eight (8) feet. New air conditioning unit pads shall be set-back a minimum of ten (10) feet from the front building corner; replacement units may be located on the existing pad location. For new construction, prior to requesting a Certificate of Occupancy on the residential dwelling, an as-built drawing of the side yard for a lot with an air conditioning unit setback less than 2.5-feet shall be submitted to the City to verify required grading and drainage swale construction according to the approved building permit.

[No changes to the remaining Sections 6 thru 13]

SECTION 3: The City Council of the City of Port Orange hereby amends

Chapter 17, Section 29 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

29: - Planned community—Agricultural (PC-A) district.

[No changes to subsections (a) through (c)]

(d) Neighborhood district

[No changes to subsections (1) through (5)]

(6) Dimensional requirements. [No changes to table; only to footnote 3]

³ The following appurtenances shall be allowed to encroach ~~three feet~~ one and one half (1.5) feet into the side-yard setback; air conditioning equipment, pool pumps and related equipment, other equipment appurtenant to the residential use where otherwise permitted to be located outside, concrete pads associated with air conditioning equipment, and garage stoops. There shall be a minimum separation of air conditioning unit or mechanical equipment on adjacent lots of eight (8) feet. New air conditioning unit pads shall be set-back a minimum of ten (10) feet from the front building corner; replacement units may be located on the existing pad location. For new construction, prior to requesting a Certificate of Occupancy on the residential dwelling, an as-built drawing of the side yard for a lot with an air conditioning unit setback less than 2.5-feet shall be.

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: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 5: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. 20-25000005

LDC Amendment/Chapter 2, 16, and 17 – Atypical Lots, Fences Design & Special Setbacks for A/C units, Pergola and Gazebo

REQUEST:	Amendments to Chapter 2, 16, and 17 of the Land Development Code (LDC), updating the definition for atypical lots and type of fencing allowed on an atypical lot and special setbacks for A/C units, pergola and gazebo.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (August 27, 2020)
CITY COUNCIL:	September 15, 2020

Introduction

Staff has been updating the Land Development Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation and others.

The proposed amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

Amendments to Chapter 2 and 16 Atypical Lot Fence Regulations

The proposed amendment revises the definition for an atypical lot as a lot within a subdivision that abuts a street at one end and a waterway/body of water which is 100 feet or more in width (Halifax River, Spruce Creek, or common area stormwater pond) or a golf course within the same subdivision. The current atypical lot definition includes a waterway/body of water which is 100 feet, a golf course, or more in width along with common open space in a subdivision. The common open space referenced in the definition could include tree preservation area, dry retention, and wetland areas.

The atypical lot definition is used to apply LDC requirements for fence height and setbacks for accessory structures greater than 4-feet in height to preserve and protect views to significant natural (rivers and creeks) and human-made (stormwater ponds and golf course) features within the city. With the development of newer residential subdivisions over the last 20 years, there are more situations where a residential lot abuts a wooded common area or a dry retention common area and according to the current requirement in the LDC, these lots

are limited to a 4' fence and no accessory structures greater than 4-feet in height within the rear yard. These are the lots residents typically question the need of preserving non-water related common areas when they are requesting permits for fences and sheds (Figure 1).

Figure1. Example of Dry Retention and Wooded Common Areas



If the proposed amendment is approved, the fence height and accessory structure setback requirements in the LDC for lots abutting the Halifax River, Spruce Creek, stormwater ponds bodies of water 100 feet or more in width, and golf courses would NOT change. However, residential lots within a subdivision that abut a common open space such as a tree preservation area, dry retention, and wetland areas would be able to install opaque fencing at a maximum height of 6' and locate accessory structures with a rear yard.

Amendments to Chapters 16 – Type of 6' Tall Fence Allowed on Atypical Lot

The proposed amendment expands the type of fences that can be constructed at 6-feet tall in the rear yard of an atypical lot. For an atypical lot, the LDC restricts the maximum height of a fence within the rear yard at 4-foot tall but allows for a chain link fence at 6-foot tall. The intent of the 4-foot height restriction in the LDC is to maintain the rear yard views of a golf course and/or water body (retention pond, lake, river, and stream) for adjacent properties by limiting the height of an opaque fence at 4-foot. The proposed amendment expands on the fence types allowed to be installed at 6-foot in the rear yard of an atypical lot. Similar to the currently allowed 6-foot chain link fence, other non-opaque fence options (clear glass or plastic and picket fences) would be acceptable at 6-foot tall since views would not be fully obstructed. These non-opaque fencing options function similarly to a chain link fence in that they do not obstruct the view of the common area (see Figure 2).

Figure 2. Example of a clear glass fence and wrought iron picket fence



Special Setback for Accessory Structures

Amendments to Chapters 16 and 17 – Set Back for Air Conditioning Unit

At a recent City Council meeting, the Council approved a Planned Unit Development (PUD) amendment that updated the side yard setback for a residential air conditioning unit (A/C unit) based new size standards for A/C units. City Council indicated at that meeting that staff should amend the LDC to be consistent with the new size standards for A/C units, so variances or PUD amendments are not requested.

The proposed amendment would update the City-wide side yard setback for an air conditioning unit (A/C unit) from 3.5 foot (42-inches) or 50% of the side building setback to a minimum side yard setback of 1.5 foot (18-inches) along with special conditions to maintain drainage. The current setback was established in the mid-1990's but as air conditioning units are being designed to be more energy efficient, this has resulted in the units becoming larger in size and requiring a larger concrete pad.

Majority of the remaining vacant land zoned for single-family dwellings in the City is designated for 50-foot to 60-foot wide lots with 5-foot side yard setbacks. The proposed side yard setback for an air conditioning unit would maintain the ability to place an air conditioning unit in the side yard for the 50-foot to 60-foot wide lots, and account for increases in the size (width and height) of new or replacement air conditioning units.

The proposed minimum 1.5-foot (18-inch) side setback also includes the necessary conditions to maintain drainage swales and separation of units between properties:

- Minimum separation of air conditioning unit or mechanical equipment on adjacent lots of 8-feet.
- New air conditioning unit pads shall be set-back a minimum of ten (10) feet from the front building corner; replacement units may be located on the existing pad location.
- For new construction, prior to requesting a Certificate of Occupancy on the residential dwelling, an as-built drawing of the side yard for a lot with an air conditioning unit setback less than 2.5-feet shall be submitted to the City to verify required grading and drainage swale construction according to the approved building permit.

Amendments to Chapter 2 and 16 – Definition and Setbacks for Pergola and Gazebo

The proposed amendment would define a “pergola” and “gazebo” and establish setbacks for placement on a property within the side or rear yard. Over the past year, staff has seen an increase in inquiries from residents and developers for setbacks to install gazebos or pergolas on their property. However, there are no specific side and rear setbacks for these structures in the LDC. Therefore, the proposed amendment is to define these structures and establish setbacks. Similar to other accessory structures, a pergola or gazebo would not be allowed within a front yard.

Staff researched what other neighboring cities use as setbacks and how the pergola and gazebo function on the lot compared to other accessory structures (e.g. Ormond Beach, DeLand, Orange City) with established setbacks already in the LDC. The following definitions and setbacks for a pergola and gazebo are proposed to be added to the LDC:

- Definition added for a pergola - A freestanding or attached structure of parallel colonnades supporting an open roof of crossing rafters or trellis
- Definition added for a gazebo - A freestanding roofed structure that is open or screened on all sides.
- Establish minimum setbacks for a gazebo or pergola of seven and one-half feet (7½') from the side and rear property line, or the required side-yard setback of principal structure, whichever is less (e.g. 5-feet for a lot with a 5-foot side setback).

Figure 2 – Example Gazebo and Pergola



Gazebo



Pergola

Accessory Uses and Accessory Structures Not Specified

The current LDC states that, “*Any specific accessory use or structure which is not addressed within this chapter shall not be located on any lot.*” Accessory uses and structures are incidental to the principal use established on the same lot; subordinate to and serve the principal use; subordinate in area, extent and purpose to the principal use; and contribute to the comfort, convenience or necessity of users of the principal use. No accessory structure or use is permitted on any lot which does not have an established principal use conforming to the requirements of the LDC. No accessory structure is permitted on any lot which does not have a permitted principal structure.

In order to account for new accessory structures not specifically addressed in the LDC, the proposed amendment adds the following general statement, “*If any specific accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.*”

Recommendation

Approval of the amendments to Chapters 2, 16, and 17 of the Land Development Code, subject to review by the City Attorney as to legal form and content.

Attachments

Exhibit 1 - Proposed LDC Amendments to Chapters 2, 16, and 17

EXHIBIT 1
Proposed Land Development Code Amendments

Land Development Code

Chapter 2 – Definitions and Interpretations

Section 2: - Definitions.

Atypical lot. A lot within a subdivision which, as a result of subdivision design, abuts a street at one end and any of the following at the opposite end:

(a) A waterway or body of water, either of which is 100 feet or more in width, including but not limited to the Halifax River, ~~and Spruce Creek,~~ or a designated common open space area within the same subdivision which is a body of water; or

(b) A golf course fairway or green within the same subdivision; ~~or~~

~~(c) A designated common open space area within the same subdivision which is a body of water 100 feet or more in width.~~

Gazebo. A freestanding roofed structure that is open or screened on all sides.

Pergola. A freestanding or attached structure of parallel colonnades supporting an open roof of crossing rafters or trellis'.

Chapter 16 – Miscellaneous Regulation

Section 1: - Accessory uses and structures.

[No changes to subsections (a) through (b)]

(c) *General provisions.*

(1) Outdoor storage shall be prohibited, except as specifically permitted herein.

(2) Signs, fences, walls, parking and loading areas, and other such features which are typically located within required yard areas shall comply with the applicable provisions of this code for such uses and structures.

(3) Any specific accessory use ~~or structure~~ which is not addressed within this chapter shall not be located on any lot. If any specific accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.

[No changes to subsections (d) through (e)]

(f) *Atypical lots.* The atypical lot requirements are intended to preserve and protect views to significant natural and human-made features within the city. These features include, but are not limited to the Halifax River, bodies of water 100 feet or more in width, golf courses and subdivision dedicated common open spaces that are a body of water 100 feet or more in width. The atypical lot provisions are not intended to apply to subdivision common areas that are utility or gas easements, or that function as buffers between adjacent roadways or neighboring subdivisions.

[No changes to Section 2]

Section 3: - Fences and walls.

[No changes to subsection (a)]

(b) General provisions.

[No changes to subsection 1]

(2) Height.

(a) For individual single-family and two-family residential lots, no permanent fence or wall shall exceed six feet in height in rear or side yards, except as provided in subparagraph (e) below. In addition, fences and walls shall not exceed four feet in height when erected on an atypical lot within the required rear yard setback, except as provided in subsection (h) below.

[No changes to subsections (b) through (g)]

(h) On atypical lots, chain link fences and other non-privacy fences (e.g. clear glass or plastic and metal/aluminum picket fences) that are not opaque, but function similarly to a chain link fence in that they do not obstruct the view of the common area may not exceed six feet in height when erected within the required rear yard.

[no changes to subsection (2)(i) through subsection (5)]

[No changes to Section 4]

Section 5: - Special setbacks.

[No changes to subsection (a)]

(b) Special setbacks.

[The following special setbacks are to be amended and/or added to the table in alphabetical order.]

Structure or Building Feature	Special Setback
Air conditioning unit	3.5 <u>1.5</u> feet into yard (1) <u>(9)</u>
<u>Gazebo</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2)</u>
<u>Pergola</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2)</u>

NOTES:

(1) In no case shall the special setback exceed 50 percent of the minimum yard dimension.

(2) Location within required yards permitted in rear and side yards only.

[no changes to notes (3) through (8)]

(9) There shall be a minimum separation of air conditioning unit or mechanical equipment on adjacent lots of eight (8) feet. New air conditioning unit pads shall be set-back a minimum of ten (10) feet from the front building corner; replacement units may be located on the existing pad location. For new construction, prior to requesting a Certificate of Occupancy on the residential dwelling, an as-built drawing of the side yard for a lot with an air conditioning unit setback less than 2.5-feet shall be submitted to the City to verify required grading and drainage swale construction according to the approved building permit.

Chapter 17 - ZONING DISTRICT REGULATIONS

29: - Planned community—Agricultural (PC-A) district.

[No changes to subsections (a) through (c)]

(d) *Neighborhood district*

[No changes to subsections (1) through (5)]

(6) Dimensional requirements. [No changes to table; only to footnote 3]

³ The following appurtenances shall be allowed to encroach ~~three feet~~ one and one half (1.5) feet into the side-yard setback; air conditioning equipment, pool pumps and related equipment, other equipment appurtenant to the residential use where otherwise permitted to be located outside, concrete pads associated with air conditioning equipment, and garage stoops. There shall be a minimum separation of air conditioning unit or mechanical equipment on adjacent lots of eight (8) feet. New air conditioning unit pads shall be set-back a minimum of ten (10) feet from the front building corner; replacement units may be located on the existing pad location. For new construction, prior to requesting a Certificate of Occupancy on the residential dwelling, an as-built drawing of the side yard for a lot with an air conditioning unit setback less than 2.5-feet shall be.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (I25) First Reading - Ordinance No. 2020-32 - LDC Amendment – Chapter 16, Section 1; and Code of Ordinances Amendment – Sections 70-48 and 70-50/Residential Storage

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-32, amending Chapter 16, Section 1 of the Land Development Code and Sections 70-48 and 70-50 of the Code of Ordinances.

SUMMARY: Planning Commission Action (8/27/20): Recommended Approval

The proposed amendment is to establish regulations in the Land Development Code (LDC) and the Code of Ordinances related to outside storage and parking of inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles and equipment on residential properties, such as RV's, boats, motor coaches, and jet skis. The proposed amendment does not change the current code requirements for parking of licensed, registered and operable recreational vehicles and equipment. The amendment adds private motor coaches to the definition of recreational vehicles, removes obsolete enforcement provisions and adds general enforcement.

Amending the LDC and Code of Ordinances to address inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment, will allow Code Enforcement to cite a property owner that stores or parks an inoperable, disabled, abandoned and unregistered/unlicensed recreational vehicle(s) and equipment on a residential lot for a violation so the nuisance can be abated in a timely manner.

Recently, Code Enforcement staff has worked with the City Attorney's office to strengthen the language in the LDC and Code of Ordinances to be able to cite residential property owners for inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment. Code Enforcement Staff has observed or received complaints from residents about inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment stored outside and creating a nuisance for adjacent property owners and neighborhoods throughout the city.

The staff report and proposed Ordinance is attached for more information.

Project No.: Funding Account No.:

Presenter: Debbie Pearson, Thomas Grimaldi, Penelope Cruz

ATTACHMENTS:

1.	CC Staff Report - Recreational Vehicles	CC Staff Report - Recreational Vehicles.pdf
2.	Recreational Vehicles Ordinance 2020-32	Ordinance REV.pdf

Penelope Cruz	Created/Initiated - 8/27/2020
Tim Burman	Approved - 8/27/2020
Thomas Grimaldi	Approved - 8/28/2020
Carly Meek	Approved - 9/3/2020
Matthew Jones	Approved - 9/3/2020
Jake Johansson	Approved - 9/3/2020
Robin Fenwick	Final Approval - 9/8/2020



REVISED STAFF REPORT

LDC Amendment – Chapter 16, Section 1
and Code of Ordinances Amendment –
Sections 70-48 and 70-50
CASE NO. 20-25000002

REQUEST:	Amend Chapter 16, Section 1 of the Land Development Code and Sections 70-48 and 70-50 of the Code of Ordinances related to residential outside storage of disabled or abandoned recreational vehicles or equipment
APPLICANT:	City of Port Orange
STAFF CONTACTS:	Gwen Perney, Senior Planner (386) 506-5673 Deborah Pearson, Code Compliance Manager (386) 506-5644
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 27, 2020)
CITY COUNCIL:	September 15, 2020

SUMMARY OF PROPOSED AMENDMENT

The proposed amendment is to update the regulations in the Land Development Code (LDC) and the Code of Ordinances related to outside storage of inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles and equipment on residential properties, such as RV's, boats, motor coaches, and jet skis. Currently, Chapter 16 of the LDC prohibits outside storage of unlicensed or inoperable motor vehicles but does not specifically address recreational vehicles or equipment. The proposed Ordinance also amends related sections of the Code of Ordinances. The proposed Ordinance is attached as Exhibit 1.

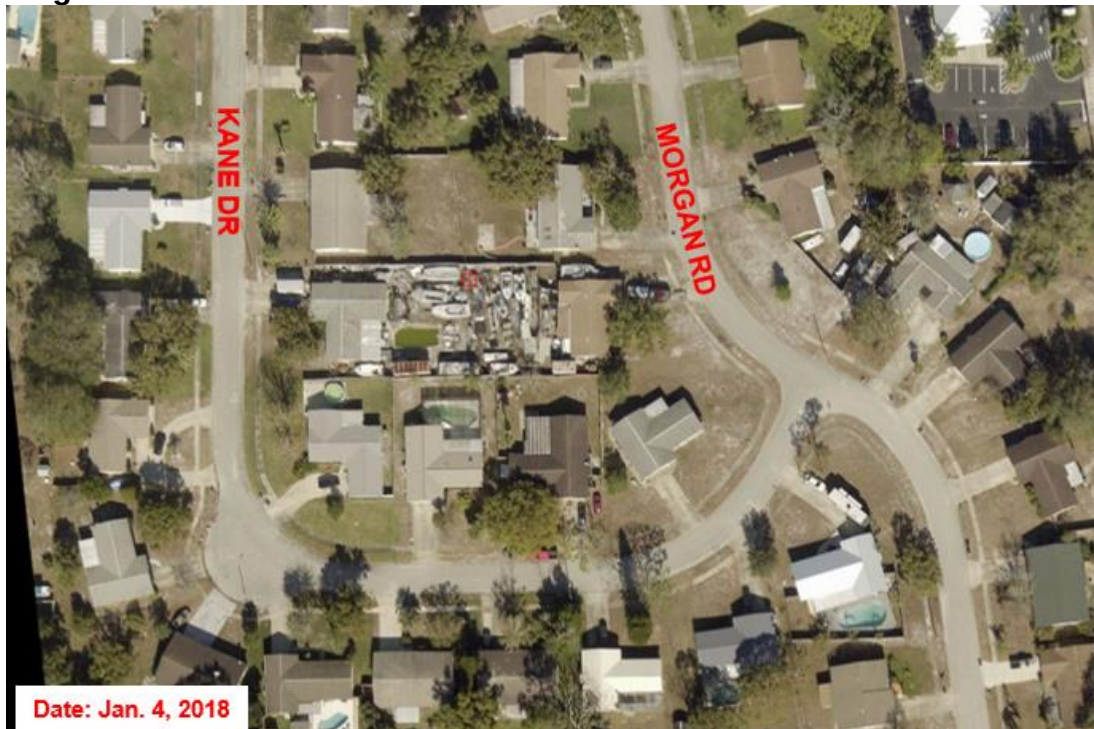
Amending the LDC and Code of Ordinances to address inoperable, disabled, abandoned, and unregistered/unlicensed inoperable or abandoned recreational vehicles and equipment, will allow Code Enforcement to cite a property owner that stores an inoperable or abandoned recreational vehicle(s) and equipment on a residential lot for a violation so the nuisance can be abated in a timely manner.

Recently, Code Enforcement staff has worked with the City Attorney's office to strengthen the language in the LDC and Code of Ordinances to be able to cite residential property owners for inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment. Code Enforcement Staff has observed or received complaints from residents about inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment stored outside and creating a nuisance for adjacent property owners and neighborhoods throughout the city. In some cases, inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles can pose threats to the community as they:

- Contribute to blight.
- May become a home for rodents, mosquitoes, insects, and other unsanitary vermin.
- May be a fire hazard if they contain flammable substances.
- May contain fluids that, if leaked, may contaminate the environment and contribute to storm water and groundwater pollution.
- Residents can be physically harmed by coming into contact with loose, sharp, or jagged parts from an abandoned or inoperable vehicle.

The proposed amendment does not change the current code requirements for parking of licensed, registered and operable recreational vehicles and equipment. The amendment only applies to inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment.

Figure 1. Example of nuisance properties with inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment in a residential neighborhood



STAFF RECOMMENDATION

Approval of the Land Development Code Amendment to Chapter 16, Section 1 and Code of Ordinance Section 70-48 and 70-50, related to Residential Outside Storage of inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment.

ATTACHMENTS

Exhibit 1 – Proposed Ordinance

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 16, SECTION 1(e)(1)(b) RELATING TO OUTSIDE STORAGE TO ADD A REGULATION FOR INOPERABLE, DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT; AMENDING THE CODE OF ORDINANCES SECTION 70-48 TO ADD A REGULATION PERTAINING TO INOPERABLE DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT AND TO ADD PRIVATE MOTOR COACHES TO THE DEFINITION OF RECREATIONAL VEHICLES; AMENDING THE CODE OF ORDINANCES SECTION 70-50 BY DELETING OBSOLETE PROVISIONS AND PROVIDING FOR GENERAL ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment have accumulated in the City of Port Orange and are a detriment to the health, safety and welfare of the citizens of the community; and

WHEREAS; accumulation of such recreational vehicles and equipment is unsightly and creates a blighting effect upon the neighborhood or area in which the vehicle or equipment is situated; and

WHEREAS, inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment may become attractive nuisances to children who may be injured by the poor and deteriorated condition of said recreational vehicles and equipment; and

WHEREAS, such recreational vehicles and equipment by reason of their state of disrepair and lack of use could possibly become infested with vermin, rodents, insects, etc.; and

WHEREAS, the City desires to maintain a safe and beautiful City; and

WHEREAS, this ordinance protects the integrity, value and character of residential neighborhoods; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this ordinance be adopted; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT 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, Florida, hereby amends Chapter 16, Miscellaneous Regulations, Section 1(e)(1)(b), Accessory Uses and Structures, of the City of Port Orange Land Development Code to read as follows:

Section 1: - Accessory uses and structures.

...

(e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

(1) *Residential uses.*

(a) Outside storage of materials and equipment shall be restricted to the rear yard area and screened by an opaque fence or hedge so that such materials are not visible from any public right-of-way or adjoining lot.

(b) Materials and equipment such as appliances, ~~unlicensed or inoperable motor vehicles~~ motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside. Additionally, unlicensed/unregistered, disabled, abandoned, or inoperable motor vehicles shall not be stored outside. Unlicensed/unregistered, disabled, abandoned or inoperable Recreational vehicles or equipment (as defined in section 70-48 of this Code of Ordinances) shall not be stored outside unless awaiting repair and stored pursuant to section 70-48(h). This prohibition shall not apply to licensed/~~registered~~ and operable motor vehicles, ~~boats,~~ recreational vehicles and equipment and other such vehicles, which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.

(c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the building permit and shall be removed prior to the city's issuance of a certificate of occupancy or completion.

...

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 70, Section 70-48, Parking of recreational vehicles and equipment on residential premise of the City of Port Orange Code of Ordinances to read as follows:

Sec. 70-48 Parking of recreational vehicles and equipment on residential premises.

(a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, private motor coaches, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). ~~"Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.~~

(b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.

(c) For purposes of this section, *disabled or abandoned recreational vehicles or equipment* means any vehicle or equipment which:

(1) Is wrecked and unrepaired, or is incapable of functioning as a recreational vehicle or equipment in its present state;

(2) Has no engine, transmission, or other major and visible parts, or has other major or visible components which are dismantled;

(3) Is not registered and/or licensed as required by law;

(4) Is apparently inoperative, as indicated by vegetation underneath the recreational vehicle or equipment as high as the vehicle or equipment body or frame or refuse or debris collected underneath the vehicle or equipment;
or

(5) Is otherwise located on property in an apparent state of disuse or neglect, so as to render the recreational vehicle or equipment unsightly to a reasonable person viewing the vehicle or equipment from outside the property on which the vehicle or equipment is located.

(ed) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:

(1) In an enclosed building or a completely enclosed garage.

(2) Behind the front plane of a dwelling unit.

(3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

(de) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (de)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.

(ef) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.

(fg) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.

(h) There shall be no parking or storage of abandoned or disabled recreational vehicles or equipment on any residential lot or the right-of-way

adjoining any residential lot other than temporary parking or storage for those awaiting repair. Such temporary parking or storage shall be confined to an enclosed building or completely enclosed garage or behind the front plane of the dwelling unit. Such temporary parking or storage shall not exceed 7 days.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 70, Section 70-50, Enforcement, of the City of Port Orange Code of Ordinances as follows:

Sec. 70-50. Enforcement.

~~(a) Whenever a code inspector determines that a vehicle is disabled or abandoned on residentially-zoned or agriculturally-zoned private property in violation of section 70-49, the code inspector shall place a notice as described in subsection (b) of this section on the windshield or some other prominent, visible part of the vehicle.~~

~~(b) The notice shall be not less than eight inches by ten inches, shall be sufficiently weatherproof to withstand normal exposure to the elements, and shall be in substantially the following form:~~

~~NOTICE TO THE OWNER OF THIS VEHICLE AND ALL PERSONS HAVING AN INTEREST IN THIS VEHICLE. This vehicle, to wit: (setting forth brief description) is unlawfully on the following property: (describing location by legal description or street address) and must be removed within fifteen (15) days; otherwise the City of Port Orange will remove and dispose of the vehicle pursuant to section 70-50 of the Code of Ordinances, City of Port Orange, Florida. If the city does remove and/or dispose of the vehicle, the owner of the vehicle and the owner or occupant of the property shall be responsible for removal, storage, disposition, and notice costs. The owner of the vehicle and the owner or occupant of the property shall have the right to appeal this determination by filing an appeal within fifteen (15) days from the date of this notice. The appeal must be in writing and delivered to the office of: (setting forth the city manager or the title of his designee) at: (setting forth business address), Dated this: (setting forth the date of posting of the notice). Signed: (setting forth name, title, business address, and telephone number of code inspector).~~

~~(c) If the code inspector places a notice on the vehicle the code inspector shall also make every reasonable attempt to ascertain the name and address of the owner of the vehicle. If such name and address is reasonably available to the code inspector, the code inspector shall mail or hand deliver a copy of the notice to the owner of the vehicle on or before the date on which the notice is posted on the motor vehicle.~~

~~(d) The owner of the vehicle and the owner or occupant of the property shall have the right to appeal the code inspector's determination, so long as such appeal is filed on or before the date stated on the notice. The sole grounds for appeal are that the vehicle is not disabled or abandoned as defined in section 70-~~

~~49. The appeal shall be deemed filed when delivered in writing to the office of the city manager or his designee, and the owner of the vehicle or the owner or occupant of the property shall bear sole responsibility for such delivery.~~

~~(e) The city manager or his designee shall promptly schedule a hearing on the appeal, which hearing shall be held within five business days of the date on which the appeal is filed. At the hearing, the owner of the vehicle and the owner or occupant of the property may appear individually or by counsel and shall have the burden of proving that the vehicle complies with section 70-49 by a preponderance of the evidence. The code inspector shall be entitled to attend the appeal and present any contrary evidence. Within three days of the hearing, the city manager or designee shall render a written decision on the appeal and provide copies thereof to the owner of the vehicle and the owner or occupant of the property, to counsel, if any, and to the code inspector. The decision of the city manager or his designee shall be deemed final administrative action. The time for removal of the vehicle shall be tolled so long as any appeal is pending but shall begin to run immediately upon the rendition of a decision on any such appeal.~~

~~(f) After the time set for removal has expired, and all available appeals have been exhausted, the code inspector shall request a city law enforcement officer to have the vehicle removed to a storage facility and disposed of in compliance with applicable state law or city ordinance.~~

~~(g) The procedures set forth in this section provide an additional or supplemental means of obtaining compliance with section 70-49. Nothing contained in this section shall prohibit the city from enforcing 70-49 by any other means.~~

~~(h) Any employee of the city and any person authorized by such employee is immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this section.~~

Unless otherwise specified, the provisions of this article may be enforced by:

(a) Enforcement proceedings by the special magistrate;

(b) A suit brought by the city in the circuit or county court to restrain, enjoin or prevent a violation of this article; or

(c) Enforcement as provided in section 1-8 of this Code.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the

invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. The provisions of this ordinance shall become and be made a part of the Code of Ordinances and the Land Development Code of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 7. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA 7162]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (J26) Presentation of the 2020 Citizen Survey

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION:

SUMMARY: The City of Port Orange has been collecting results from a citizen survey for more than 10 years. The number of responses increased this year from 1,880 to 2,432. The overall average customer satisfaction rating with all questions was 3.9 (with 1 being “not at all satisfied” and 5 being “extremely satisfied”). This was 0.6% lower than last year, but the overall score was still 3.9.

As with most services, customers like some more than others. The City’s highest scoring service for the second year in a row was Fire Rescue. Three of their five measures tied for the highest satisfaction score of 4.7 out of 5. The other two measures tied for the second highest score in the survey of 4.5 (including transport). This was the first full year of transport services and satisfaction with that service has proven to be significantly positive.

Over the past 5 years, transportation mobility has consistently scored the lowest within the survey. Usually complaints center around traffic on Dunlawton and Williamson. In the 2020 survey, those complaints still exist, however, satisfaction with transportation mobility saw the highest increase in satisfaction rating of any measure this year with an increase in satisfaction of 4% from 3.1 to 3.2 (out of 5).

In 2020, the measure with the worst score and the deepest decline in satisfaction was the City’s online transaction capabilities. Satisfaction with this measure declined from 4.0 to 2.9 (a 27% decline over one year).

Based on the open-ended question, the decline in satisfaction with online transactions is mostly related to the suspension of ongoing online payments for utility bills. This was a convenient way to pay bills, however, the company the city used to contract with had some significant security concerns that necessitated a move away from that platform. Since that time, people have still been able to pay through automated withdrawals from their bank account, credit card by phone, in person or by mail. In addition, the city has completed a contract with another company (Paymentus) for this service, but it is still in production. Once the new system is set up, we believe this measure will improve markedly.

Looking forward to next year, the answers to the survey might be anything but

predictable. Since this survey was completed, we've been working our way through a pandemic, severe weather and civil unrest throughout the nation. We will also have just gone through a presidential election. It will be interesting to see what our citizens think about how we have handled all of those situations at a local level.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	2020 Citizen Survey Report	2020 Citizen Survey Report.pdf
2.	2020 Citizen Survey Summary	2020 Citizen Survey Summary.pdf

Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 9/2/2020
Approved - 9/3/2020
Final Approval - 9/8/2020



2020 City of Port Orange Citizen Survey Report

September 2020

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Survey Background and Methodology

For over ten years, the City has conducted a Citizen Survey. This instrument serves as a valuable tool for measuring service performance and soliciting feedback on key budget goals and operating objectives.

From January 31 through March 1, 2020, the City of Port Orange emailed almost 7,000 contacts within the city with a link to the survey. Other notifications about the survey included: links from the City's website, Twitter posts and Facebook posts. Respondents were given the opportunity to complete surveys on paper, but none were received.

This year was the fifth year the City used SurveyMonkey to facilitate the Citizen Survey. It has proven an efficient and effective method to collect responses and it aided in the analytical process.

Individuals accessed the 2020 Citizen Survey 3,449 times; however, the number of valid responses was only 2,432. This reduced amount is due mostly to many people who accessed the survey but did not answer any questions other than demographics. The overall number of valid responses increased by 29% from last year's 1,880 valid responses.

The sample size remains statistically significant as it has been in past years. Based on a population of 61,617 and a response rate of 2,432, this survey's confidence level is 99%, with a margin of error of 3%.

The survey instrument included 49 questions, which is 1 more than last year. The questions were grouped by the following categories:

- Demographics
- Fire Rescue
- Police
- Parks and Recreation
- Community Development
- Public Information
- Public Utilities
- Public Works
- Value of services
- Strategic Goals
- Overall Satisfaction

- Contact information

There were no significant changes in the survey from the previous year. Last year, most questions were changed to allow respondents to use a sliding scale to provide their answer. This was done upon suggestion of statisticians at Embry Riddle who provided some support and suggestions for improvements. Because of this change, comparison of answers only exists between this year and last year.

The 2020 survey instrument is shown in Attachment A.

In evaluating City programs and services, citizens were asked to rate their level of satisfaction with each. The satisfaction levels were ranked using a five-point sliding scale ranging from “Not at All Satisfied” to “Extremely Satisfied.”

The survey included one property tax question. It gauged citizens’ opinions regarding their perceived value of the property taxes they pay to the City in comparison to the services we provide.

One open-ended question was included, which was, “What’s the one thing that would make Port Orange a better place?” This report includes selected comments from these answers in each section and a “Word Cloud” analysis of the open-ended responses. Overall, there were 1,287 comments – over 200 more than last year. All responses are included in Exhibit 1.

Survey participants were also asked their viewpoints on six goals listed in the City’s strategic plan. Participants could move the goals up and down on a scale to indicate which were most important to them.

People taking the survey were also given the opportunity to provide contact information to the City. Responses to this question indicate that the individual would not mind being contacted by the City for more information regarding their response.

This report is separated into the following sections:

1. Survey Background and Methodology
2. Demographics
3. Fire/Rescue
4. Police Services
5. Parks and Recreation
6. Community Development
7. Public Information

8. Public Utilities
9. Public Works
10. Value of Services
11. Strategic Goals
12. Overall Satisfaction
13. Open-Ended Responses
14. Conclusion

Each section includes current and historical information, if available.

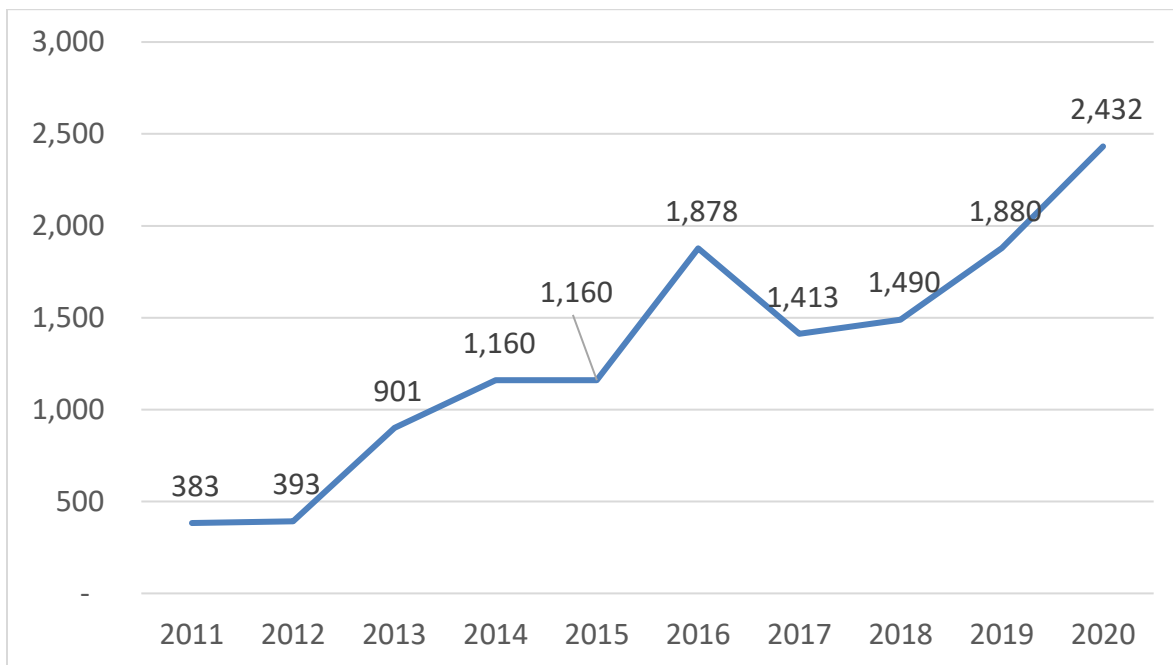
Covid-19 and Civil Unrest

It bears mentioning that this survey was closed before the true effects of Covid-19 and civil unrest gripped the country. The current situation is vastly different in the United States and indeed the world at this moment. It could be that if the survey was completed now, answers to some of these questions included could be vastly different than what they were earlier on this year. It will be interesting to compare this year's survey with next year's when it comes out in 2021.

Demographics

As mentioned above, the total valid responses for 2020 increased significantly from the prior year by 552. Staff is not sure why there was such an increase in response from the previous year other than maybe people are used to using the new online format and always expect the survey around the same time each year. Figure 1 illustrates the response rate over the last nine years.

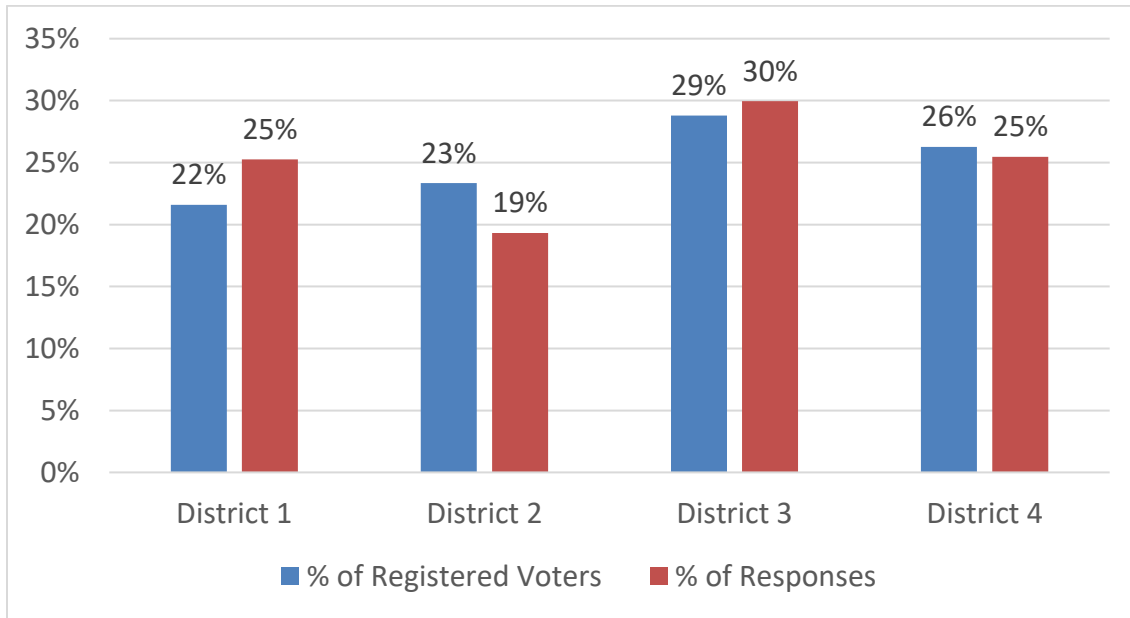
Figure 1. Total Valid Survey Responses 2011 - 2020



Registered Voters

The percent of responses compared to the number of registered voters by district follows along the same trend for most districts. Figure 2 shows this comparison.

Figure 2. Comparison of Responses and Registered Voters by District



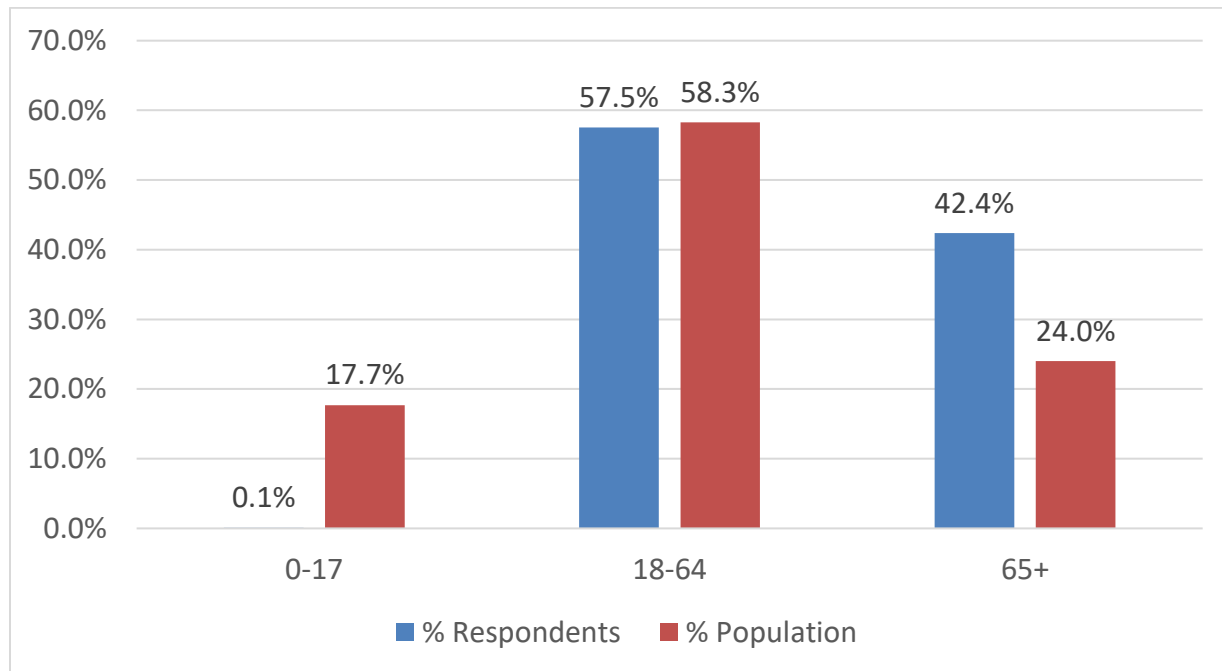
Note: The percent of registered voters is as of August 2020 and was provided by the Volusia County Department of Elections.

The analysis in Figure 2 does not include 295 answers in which the respondent did not know in which district they lived or worked.

Age of Respondents

The largest group of respondents are those aged 18-64, which makes up most of the Port Orange population. However, while people aged 18 and over continue to be the most engaged in this survey, those under 18 seem to have very little interest in their community. This year only two people in this age group responded to the survey, which has been typical albeit unfortunate. Figure 3 shows the breakdown of respondents by age versus the split in population.

Figure 3. Comparison of Survey Respondents by Age versus Population



Source: Population data obtained from 2018 American Community Survey.

Fire and Rescue Department

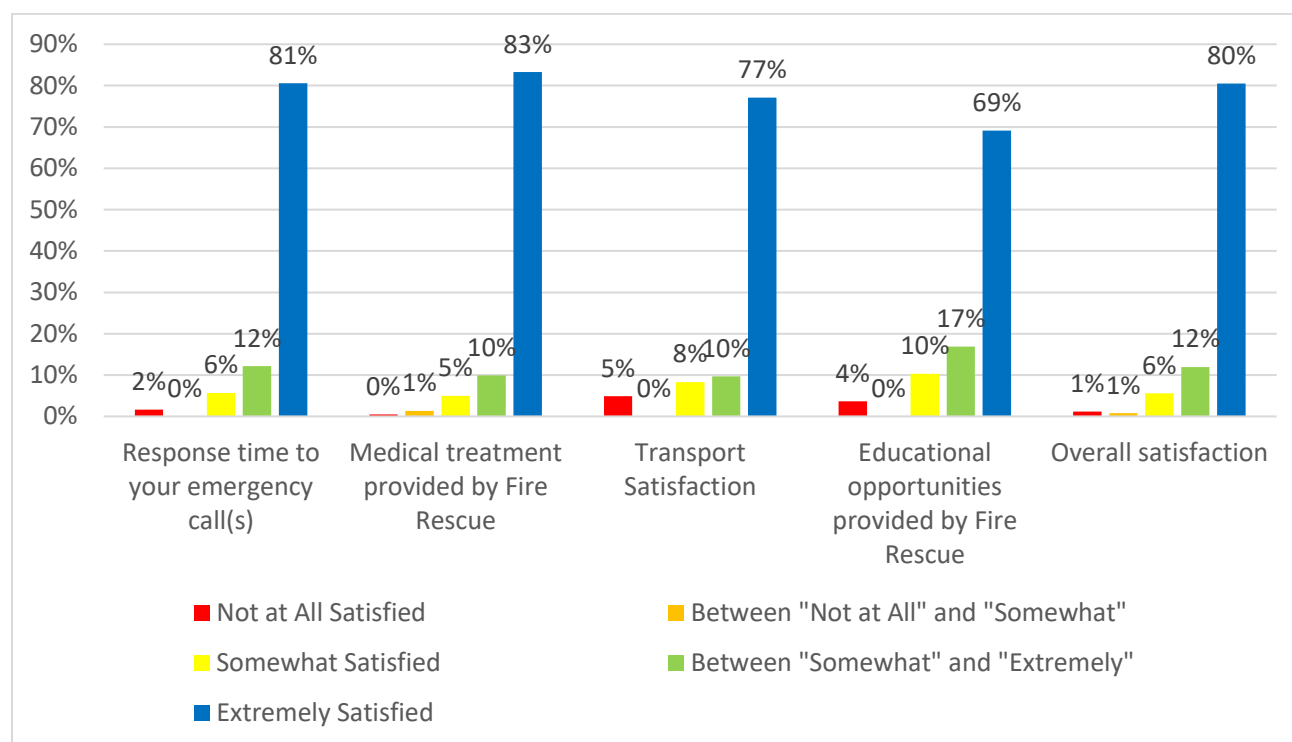
Instead of jumping right into questions regarding the fire service, the survey asked whether respondents used fire services and at least 251 answered “Yes.” This total was almost identical to last year when it was 256. We ask this question so that the people answering specific questions about fire service are more likely the ones that have used it in the past year.

This year’s survey asked respondents to answer five questions related to how satisfied they were with Fire and Rescue services in the City of Port Orange, including:

1. How would you rate the Fire Rescue Department’s response time to your emergency calls(s)?
2. How would you rate your satisfaction with medical treatment provided to you by the Fire Rescue Department?
3. If you were transported to a medical facility by POFR, please rate your satisfaction. (New for 2020)
4. If you attended an event at which the Fire Rescue Department was present in 2019, were you satisfied with the interaction and educational opportunities you received?
5. How would you rate your overall satisfaction with the Fire Rescue Department?

Figure 4 shows the percent breakdown of answers received for these questions.

Figure 4. 2020 Satisfaction with Fire and Rescue Department Services



As Figure 4 indicates, the clear majority (between 81 and 83%) of respondents are extremely satisfied with Fire Rescue services. This assessment has remained mostly unchanged since last year. Table 1 shows the difference in average scores between 2019 and 2020.

Table 1. 2019 and 2020 Average Satisfaction Scores for Fire and Rescue

Measure	2019	2020	% Change
Response time to your emergency call(s)	4.7	4.7	0%
Medical treatment provided by Fire Rescue	4.7	4.7	1%
Transport Satisfaction ¹	N/A	4.5	N/A
Educational opportunities provided by Fire Rescue	4.6	4.5	-3%
Overall satisfaction	4.7	4.7	0%

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

¹This is a new measure for 2020.

Staff has included a sample of comments written by respondents related to Fire Rescue here. All comments are included in Exhibit 1.

Table 2. Sample Comments Related to Fire and Rescue Department Services

District	Comment
1	Better mapping of Briarwood and Commonwealth for FIRE AND POLICE. They consistently loose response time by having to go around Normandy Blvd when coming off of Nova.
2	I also don't understand why we waste tax dollars rolling out large fire trucks to medical emergencies. Why don't we work on the ambulances getting there much faster or the fire department using smaller vehicles? It seems like a waste and pointless exercise to roll out those firetrucks.
3	Consolidate the fire service into the county. there is no reason we should have to pay for two fire services- county and city.
4	Competitive pay and benefit package for police and fire. The city is once again a training ground for rookies who go to other departments as soon as they can because they don't believe the city council supports them and their families. These are the men and women who keep us safe. They need to be shown respect and gratitude instead of lip service.

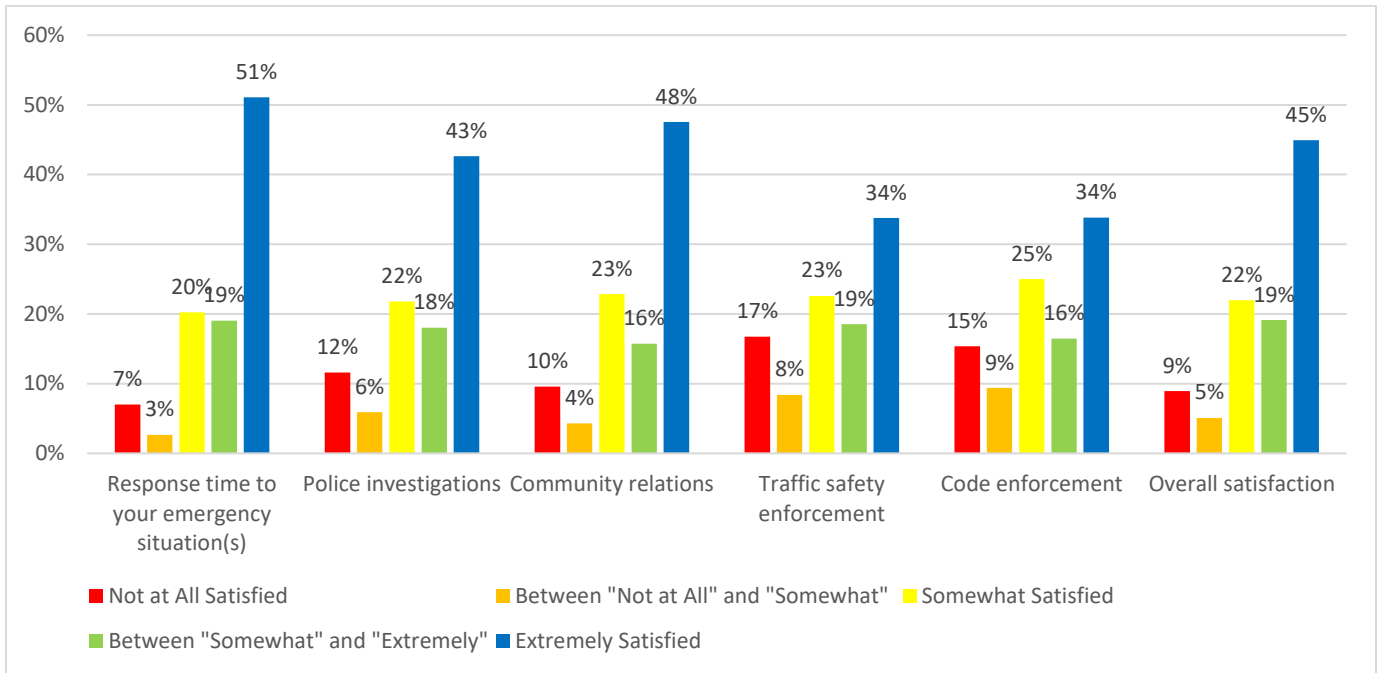
Police Department

As with the Fire Rescue Department, the 2020 survey first asked respondents whether they had used any police services during the year and 492 people answered, “Yes,” which is about the same number as in 2019. The respondents who indicated they had used police services in the past year were asked the following questions:

1. How would you rate the Police Department's response time to your emergency situation(s)?
2. How would you rate your experience with police investigations?
3. How would you rate your experience with community relations (i.e., DARE, Citizens Police Academy, Public Education Campaigns)?
4. How would you rate your experience with traffic safety enforcement?
5. How would you rate your customer service experience with Code Enforcement?
6. Overall, how would you rate the quality of your customer services experience with the Port Orange Police Department?

Figure 5 shows the breakdown of answers received for these questions. Satisfaction with traffic and code enforcement tends to be lower than other services because many times the “customers” are ones that have violated laws or ordinances. However, overall satisfaction (scores between “somewhat satisfied” and “extremely satisfied”) was 86%.

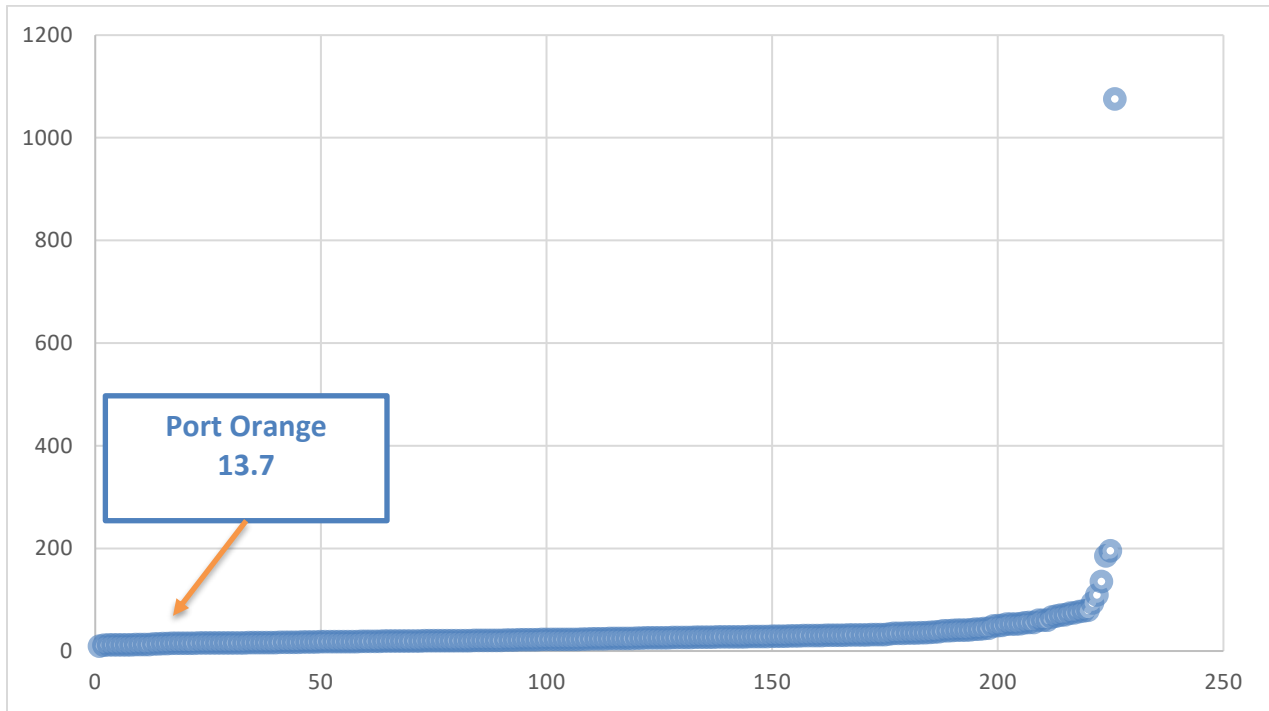
Figure 5. 2020 Satisfaction with Police Department Services



In prior years, this satisfaction level has been somewhat focused on visibility. This may still be the case due to the low per capita rates of sworn police officers per 10,000 population in Florida. The latest report with detailed information available was the 2018 FBI Uniform Crime Report. As seen below in Figure 6, the City of Port Orange was the 14th lowest of all departments reporting in Florida (226) with 13.7 sworn officers per 10,000 population. This was lower than the 2017 report, which listed Port Orange as having 15.4 sworn officers per 10,000 population.

These numbers include only filled positions at the time of reporting. If the vacancy rate continues to increase, which it has since 2018, Port Orange will fall farther behind on this measure. Effects of this could include longer response times and increased timelines on crime investigations.

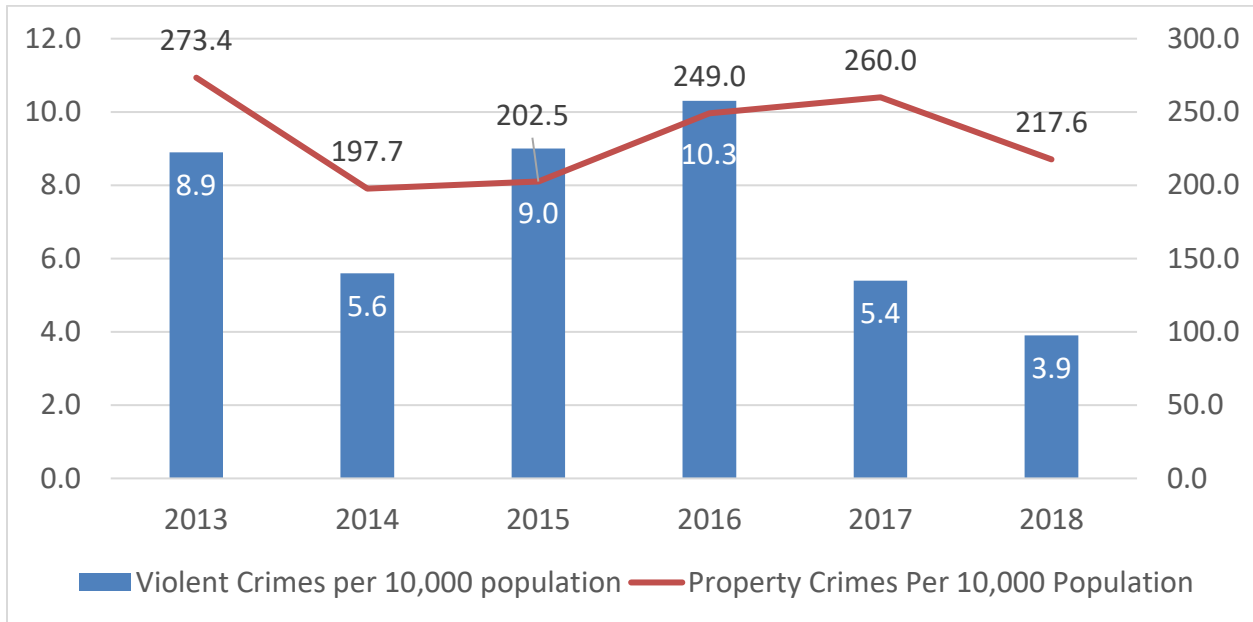
Figure 6. Ratio of Sworn Officers per 10,000 Population in Florida (2018)



Source: 2018 FBI Uniform Crime Report

Another reason for not having a higher satisfaction rating could be higher crime rates. However, the most recent data available from the 2018 FBI UCR shows a continued decline in both property and violent crimes in Port Orange. Data from 2019 and 2020 will not be available until later this year and next year. Figure 7 shows the trend in property and violent crimes per 10,000 population for Port Orange between 2013 and 2018. As can be seen in the graphic, while there are some peaks, the overall trend is down.

Figure 7. Port Orange Violent and Property Crimes per 10,000 Population (2013-2018)



Source: 2013 - 2018 FBI Uniform Crime Reports

Although the number of filled sworn officer positions per 10,000 population has declined, crime continues to decline as well. This may have had an effect on increasing satisfaction levels since 2019. All measures of satisfaction with the Police Department have increased since 2019 except for Traffic and code enforcement.

Table 3. 2019 and 2020 Average Satisfaction Scores for the Police Department

Historical Change			
Measure	2019	2020	% Change
Response time to your emergency situation(s)	3.9	4.0	3%
Police investigations	3.6	3.7	3%
Community relations	3.8	3.9	1%
Traffic safety enforcement	3.5	3.4	-2%
Code enforcement	3.5	3.4	-2%
Overall satisfaction	3.8	3.9	2%

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

Table 4 includes a random sample of comments written by respondents related to police services. There were over 58 comments that included the word “police”. Many comments expressed the feeling that there were not enough police or police presence.

Table 4. Sample Comments Related to Police Department Services

District	Comment
1	Police officers that were more approachable. They are unfriendly and rude. They are not very engaging.
2	A better police presence including safer schools.
3	Better police department. Less worried about "being safest city in FL" and more about properly training law enforcement.
4	The safety here is probably better than most areas in Volusia county I believe. The police department is fabulous.

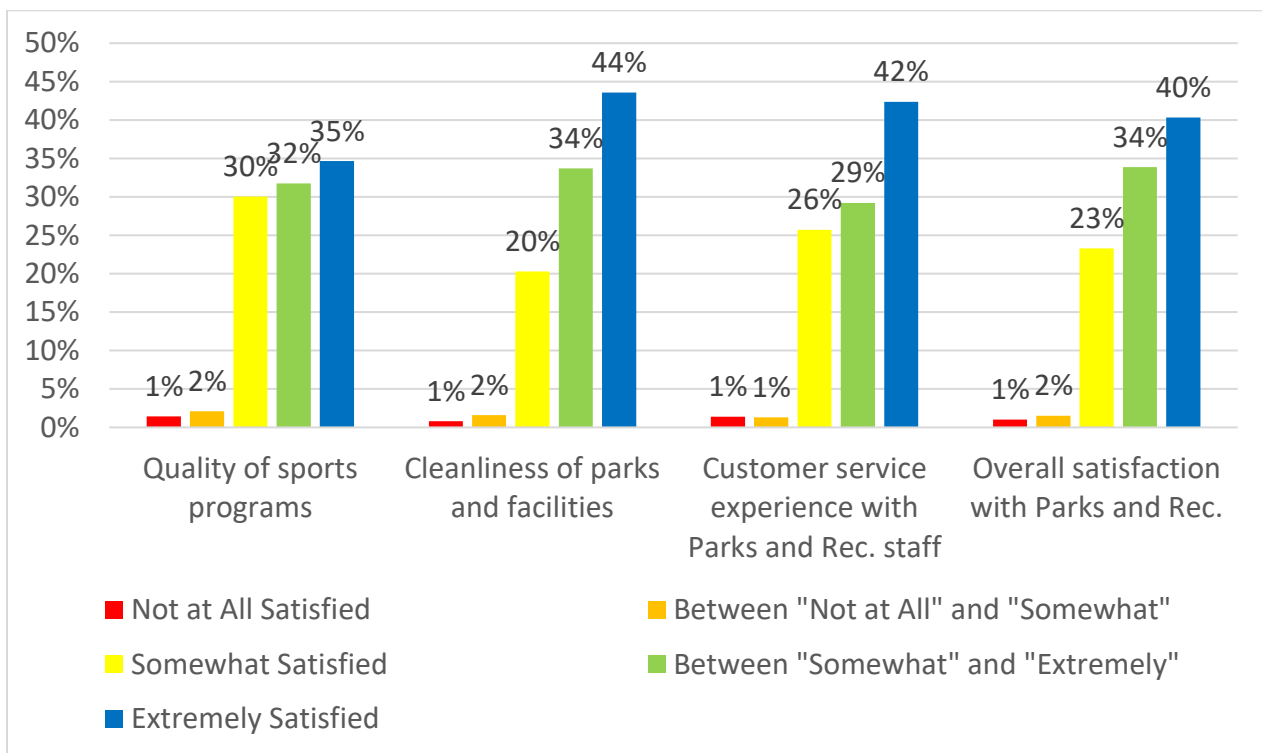
Parks and Recreation Department

The 2020 survey asked respondents to answer four questions related to the Parks and Recreation Department.

1. How would you rate the quality of parks and recreation sports programs?
2. Overall, how would you rate the cleanliness of city parks and park facilities?
3. How would you rate your customer service experience with members of the parks and recreation employees?
4. How would you rate your overall satisfaction with the Parks and Recreation department?

Figure 8 shows the breakdown of answers received for these questions.

Figure 8. 2020 Satisfaction with the Parks and Recreation Department Services



All responses were between somewhat satisfied and extremely satisfied (97% - 98%). In comparison to last year's survey, the 2020 responses were almost identical in average satisfaction rating. Table 5 shows the comparison of average scores from the last 2 years.

Table 5. 2019 and 2020 Average Satisfaction Scores for the Parks and Recreation Department

Historical Change			
Measure	2019	2020	% Change
Quality of sports programs	4.0	4.0	0%
Cleanliness of parks and facilities	4.2	4.2	0%
Customer service experience with Parks and Rec. staff	4.1	4.1	1% ¹
Overall satisfaction with Parks and Rec.	4.1	4.1	0%

¹While the difference here is 1%, it is so small it is not shown as the number is rounded to the nearest tenth.

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

Table 6 includes a random sample of comments written by respondents related to parks and recreation. Exhibit 1 includes all comments submitted. A majority of the comments related to parks included wanting more parks and requesting the city do something about the increasing size of homeless people in the parks.

Table 6. Sample Comments Related to Parks and Recreation Department Services

District	Comment
1	More parks
2	Keep the homeless people out of parks and provide more homeless shelters.
3	Fewer gas stations. Please stop allowing every undeveloped corner lot to be turned into a gas station. We do not need this many and they do not contribute any meaningful experience or convenience. What about micro parks, or tiny wildlife sanctuaries, or something unique that citizens can enjoy that sets Port Orange apart? Not another dirty, overly bright, unnecessary convenience store. Find a way to generate tax revenue from something else or a different type of business
4	More parks/green space for the kids near or in neighborhoods (there's none within walking distance)- it would be nice if new builders were required to provide a park area (ideally with a playground for kids).
Don't know	The homeless people and them squatting wherever they please. They leave trash and ruin good areas, such as parks and fishing areas. This makes for a bad example in front of children when people are sleeping on the ground or are bathing in a public bathroom.

Community Development Department

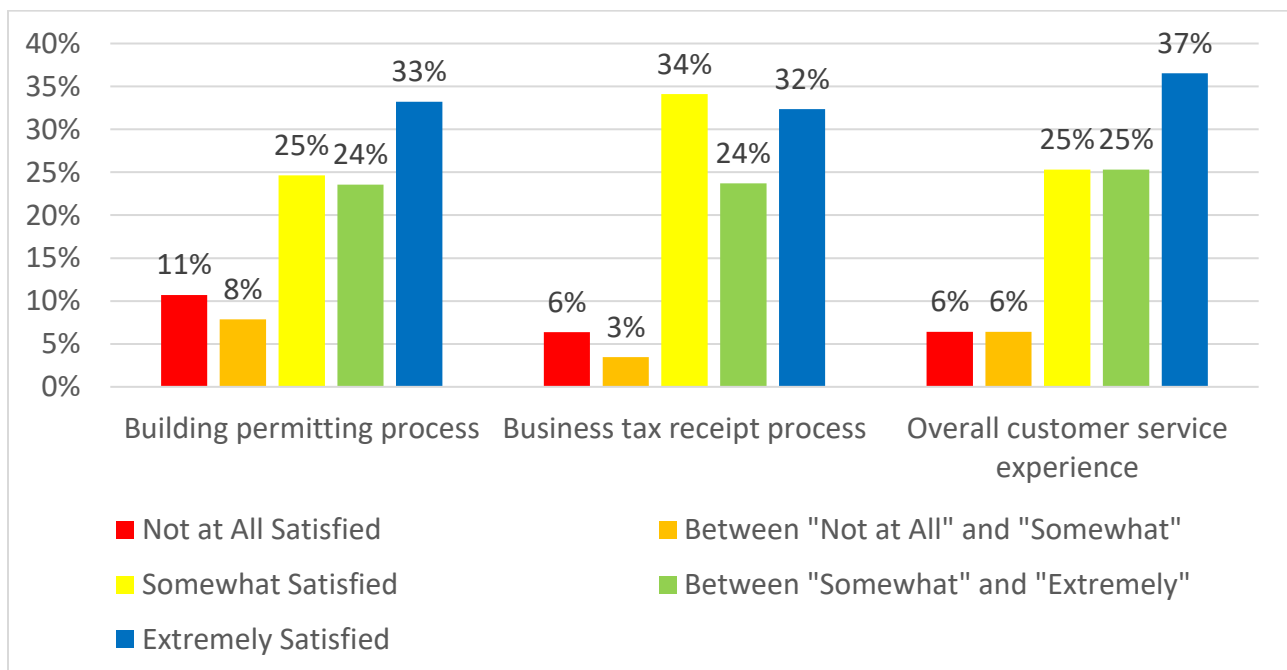
The 2020 survey first asked respondents whether they had inquired about or requested a building permit or business tax receipt through the Community Development department in 2019. Only 280 people answered, "Yes." The respondents who indicated they had interacted with community development in the past year were asked the following questions:

1. How would you rate your experience with the building permitting process?
2. How would you rate your experience with the business tax receipt process?
3. Overall, how would you rate the quality of your customer service experience with the Community Development Department?

As with some other sections of this report, we wanted to limit responses to only those people who indicated they had used the services within the past year to reduce responses based on conjecture.

Figure 9 shows the breakdown of answers received for community development related questions.

Figure 9. 2020 Satisfaction with Community Development Services



Most respondents indicated they were between somewhat satisfied and extremely satisfied with customer service and business processes in the Community Development Department. In comparison to 2019, the building permit and business tax receipt process we rated slightly lower than last year. However, average overall customer satisfaction increased by 2%.

Table 7. 2019 and 2020 Average Satisfaction Scores for the Community Development Department

Historical Change			
Measure	2019	2020	% Change
Building permitting process	3.6	3.6	-1%
Business tax receipt process	3.8	3.7	-2%
Overall customer service experience	3.7	3.8	2%

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

Table 8 includes a random sample of comments written by respondents related to community development. Many comments related to permitting and development provided the sentiment that the permitting process was too complicated or hard and that it reduced the desire of contractors to work in Port Orange. Exhibit 1 includes all comments submitted.

Table 8. Sample Comments Related to Community Development

District	Comment
1	Easier building permit guidelines
2	Contractors and Engineers do not like working with clients in Port Orange due to the city making up requirements and having ridiculous requirements to start. Review the building and permitting policies and procedures and make it easier for residents to find someone to complete work on their home. Also, the traffic congestion has gotten out of hand.
3	Relax landscaping permit policies and controls for trees as they become older and more obtrusive in residential communities.
4	Less problems getting development and permits issued. Too many hoops and barriers compared to every other city nearby.

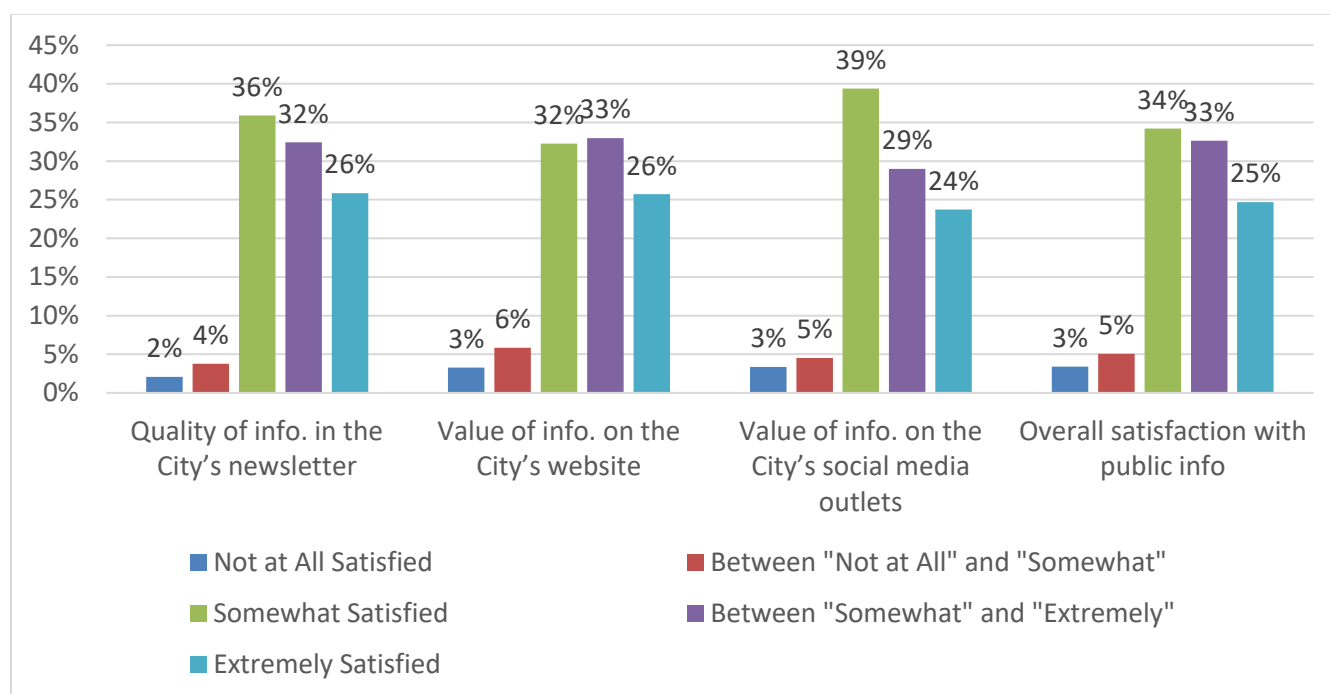
Public Information

The 2020 survey asked respondents to answer the same four questions from last year related to public information provided by the City. The questions were:

1. How would you rate the quality of information in the City's newsletter?
2. How would you rate the value of information available on the City's website?
3. How would you rate the value of information on the City's social media outlets?
4. How would you rate your overall satisfaction with public information provided by the City?

Figure 10 shows the breakdown of answers received for these questions.

Figure 10. 2019 Satisfaction with Public Information



The responses indicated that most people were between somewhat satisfied and extremely satisfied with the public information provided by the city (in the 90% range). This is similar to responses obtained the previous year. Table 9 shows the difference in average satisfaction scores between 2019 and 2020.

Table 9. 2019 and 2020 Average Satisfaction Scores for Public Information

Historical Change			
Measure	2019	2020	% Change
Quality of information in the City's newsletter	3.8	3.8	-1% ¹
Value of information on the City's website	3.8	3.7	-2%
Value of information on the City's social media outlets	3.7	3.7	-1% ¹
Overall satisfaction with public info	3.8	3.7	-2%

¹While the difference here is 1%, it is so small it is not shown as the number is rounded to the nearest tenth.

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

As can be seen above, overall satisfaction with the information provided by public information was slightly lower than last year.

Table 10 includes a random sample of comments written by respondents related to Public Information. There were not many comments regarding public information leading staff to believe this is not something that they feel is important enough to expound upon (unlike other topics). Exhibit 1 includes all comments submitted.

Table 10. Sample Comments Related to Public Information

District	Comment
3	Put on website (not just social media) a better, fully comprehensive calendar of upcoming events in PO and nearby area. Needs considerable improvement.
4	Better social media presence.

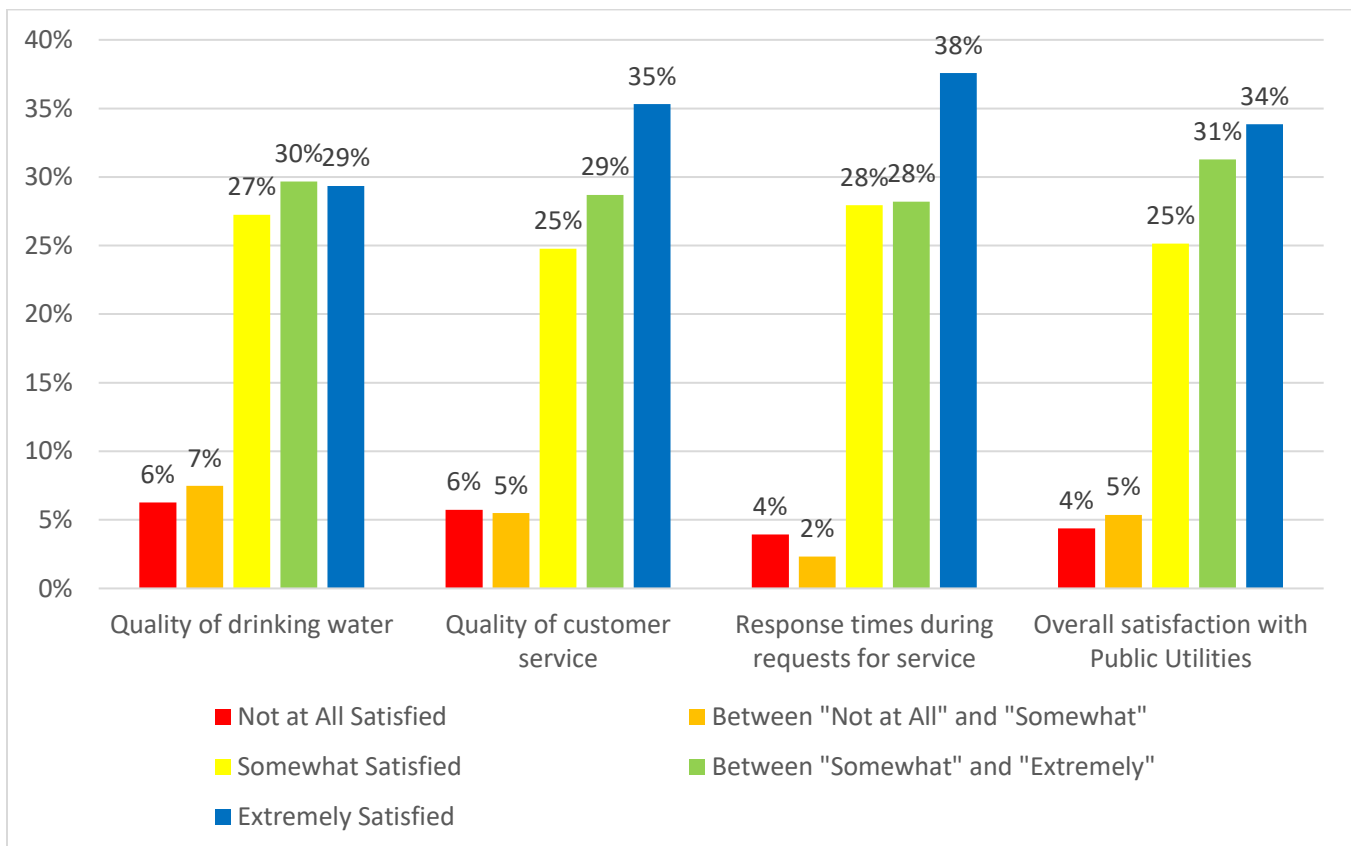
Public Utilities Department

The 2020 survey asked respondents to answer four questions related to public utilities provided by the City. These questions were:

1. How would you rate the quality of the city's drinking water?
2. How would you rate the quality of the services provided by the Utility Customer Service Division?
3. Are you satisfied with the response times to requests for service from the Utility Department (i.e., turn off, turn on, sewer blockage)?
4. How would you rate your overall satisfaction with the Public Utilities Department?

Figure 11 shows the breakdown of answers received for these questions.

Figure 11. 2020 Satisfaction with the Public Utilities Department Services



Most responses indicated that people were between somewhat satisfied or extremely satisfied with the public utilities provided by the City. The quality of drinking water continues to be the lowest scoring question in the public utilities group however, this average score did not decline from last year's average of 3.7 (see Table 11 below).

Table 11. 2019 and 2020 Average Satisfaction Scores for Public Utilities

Historical Change			
Measure	2019	2020	% Change
Quality of drinking water	3.7	3.7	0%
Quality of customer service	4.0	3.8	-3%
Response times during requests for service	3.9	3.9	0%
Overall satisfaction with Public Utilities	3.9	3.8	-2%

Note: 1 = Not at all satisfied; 5 = Extremely satisfied

A comparison between Port Orange and other localities shows that Port Orange water is comparable to other cities in the county. When comparing the most recent data available, Port Orange has the lowest amounts of nitrates than other cities in the comparison. We also are not the highest in any contaminate category.

Table 12 shows the comparisons mentioned above. Note however that the 2019 report was not available for Deltona.

Table 12. Comparison of Drinking Water Quality Reports

Contaminates, Disinfectants	2019 Port Orange	2019 Daytona Beach	2019 Ormond Beach	2019 New Smyrna Beach	2018 Deltona	2019 Deland
Fluoride (ppm)	0.57	0.119	0.086	0.0056*	0.18	0.66
Nitrate (as Nitrogen) (ppm)	0.043*	0.082	0.21	0.05	1.9	1.5
Sodium (ppm)	34.5	35	33.2	29.3	116	20.9*
Chloramines and Chlorine (ppm)	3.2	3.1	3.3	3.0	3.3	0.97*
Haloacetic Acids (HAA5) (ppb)	25.6	32	13.3*	46	16.4	55.7
Total Trihalomethanes (TTHM) (ppb)	22.4	66.3	22.2*	58	39.5	65.5
Copper (ppm)	0.0723	0.05*	0.095	0.22	0.39	0.5
Lead (ppb)	2.3	2.1	3.8	4.5	1.8*	2.1

*Note: * Indicates the lowest pollutant levels of the group.*

Table 13 includes a sample of comments from the open-ended question in the survey related to this topic. A significant amount of these comments (over 100) were focused on reinstating online water bill payments. During 2019, the city eliminated this option due to the security risk posed by our vendor at the time. While it created some inconvenience to our customers, we felt it was more important to protect them from online theft.

The city has since purchased services from a different vendor. We are in the midst of testing and hope to be live with the new, more secure, online payment system in the coming months.

Table 13. Sample Comments Related to Public Utilities

District	Comment
1	Bring back online services so I pay my water bill.
2	For a state surrounded by water and groundwater levels so close to surface, the water bill/cost is almost prohibitive. My subdivision does not have reclaimed water capabilities or allowed benefits, if building a well. Although I have automated sprinklers system, set for watering 2x/week @2:00 am for ~15-20 minutes, my water bill is very high, even when house was inhabited. I'm planning my showers, so I won't take too many. For subdivisions built without reclaimed water piping, there should be a rule allowing a percent of water usage for lawn watering and pool replenishing as these usages are not sewage. The percentage should be based on and adjusted accordingly by the pool capacity, the lawn surface and a maximum allotted frequency of watering to maintain the lawn, not kill it (for ex. 2x/week, 30 min each for a ~1500 sq ft lawn). This would much improve the quality of life for residents and show care for the taxpayers.
3	Allow water bills to be payed online again.
4	Better tasting water

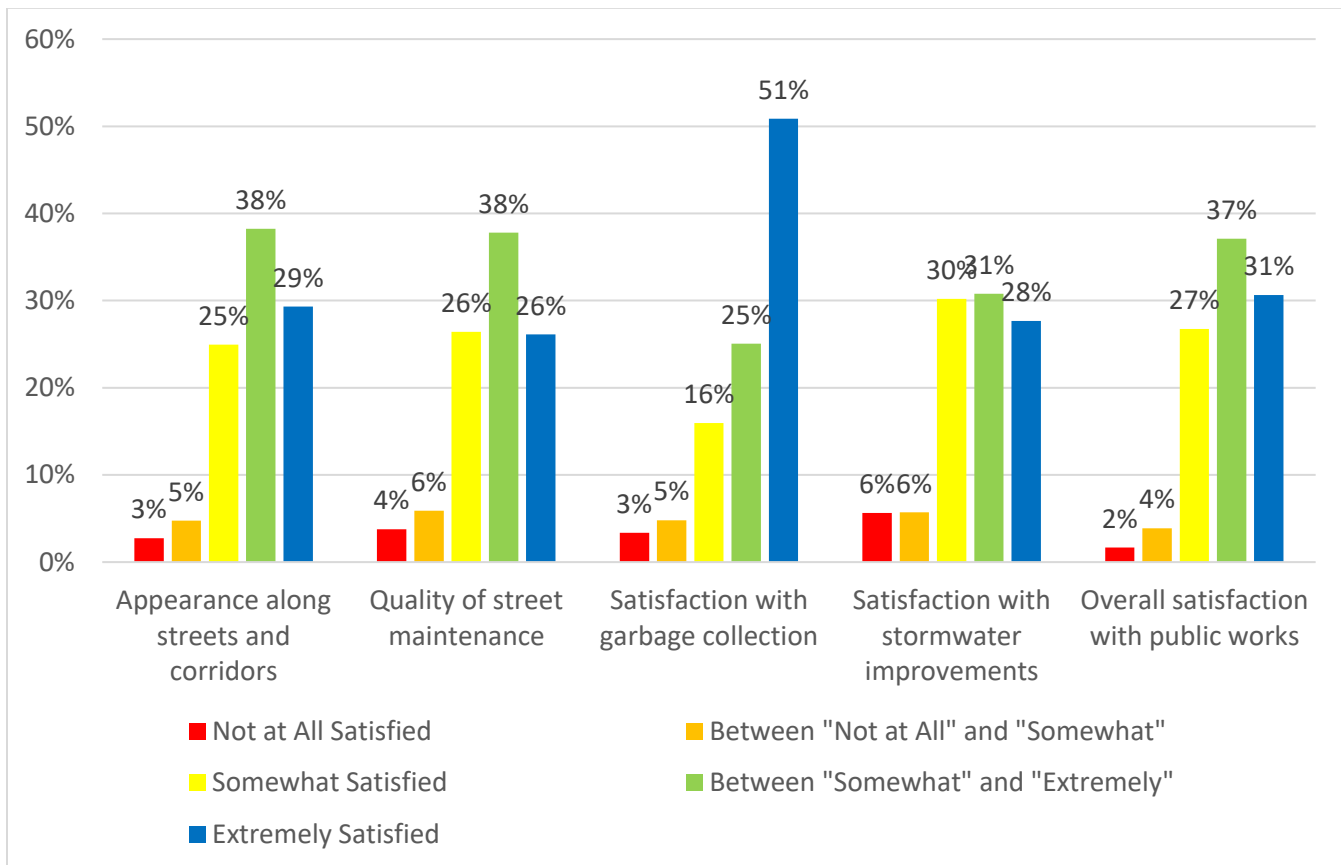
Public Works Department

The 2020 survey asked respondents to answer five questions related to public works programs. These questions were:

1. How would you rate the general appearance along streets and corridors?
2. How would you rate the quality of city street maintenance?
3. How would you rate your satisfaction with the garbage collection service?
4. How satisfied are you with recent stormwater drainage improvements in your area?
5. How would you rate your overall satisfaction with Public Works?

Figure 12 shows the breakdown of answers received for these questions.

Figure 12. 2019 Satisfaction with the Public Works Department Programs



Most respondents are satisfied with public works services provided by the City. In addition, 51% of the respondents indicated they were extremely satisfied with the garbage service. All five measures received higher average scores than last year. Table 14 shows the changes between 2019 and 2020.

Table 14. 2019 and 2020 Average Satisfaction Scores for Public Works

Historical Change			
Measure	2019	2020	% Change
Appearance along streets and corridors	3.8	3.9	1.9%
Quality of street maintenance	3.7	3.8	1.6%
Satisfaction with garbage collection	4.1	4.2	0.2%
Satisfaction with stormwater improvements	3.6	3.7	2.0%
Overall satisfaction with public works	3.9	3.9	0.8% ¹

¹While the difference here is 0.8%, it is so small it is not shown as the number is rounded to the nearest tenth.
Note: 1 = Not at all satisfied; 5 = Extremely satisfied

Table 15 includes a sample of comments written by respondents related to public works. As with other sections, we have included samples of comments that are smaller in length in this section.

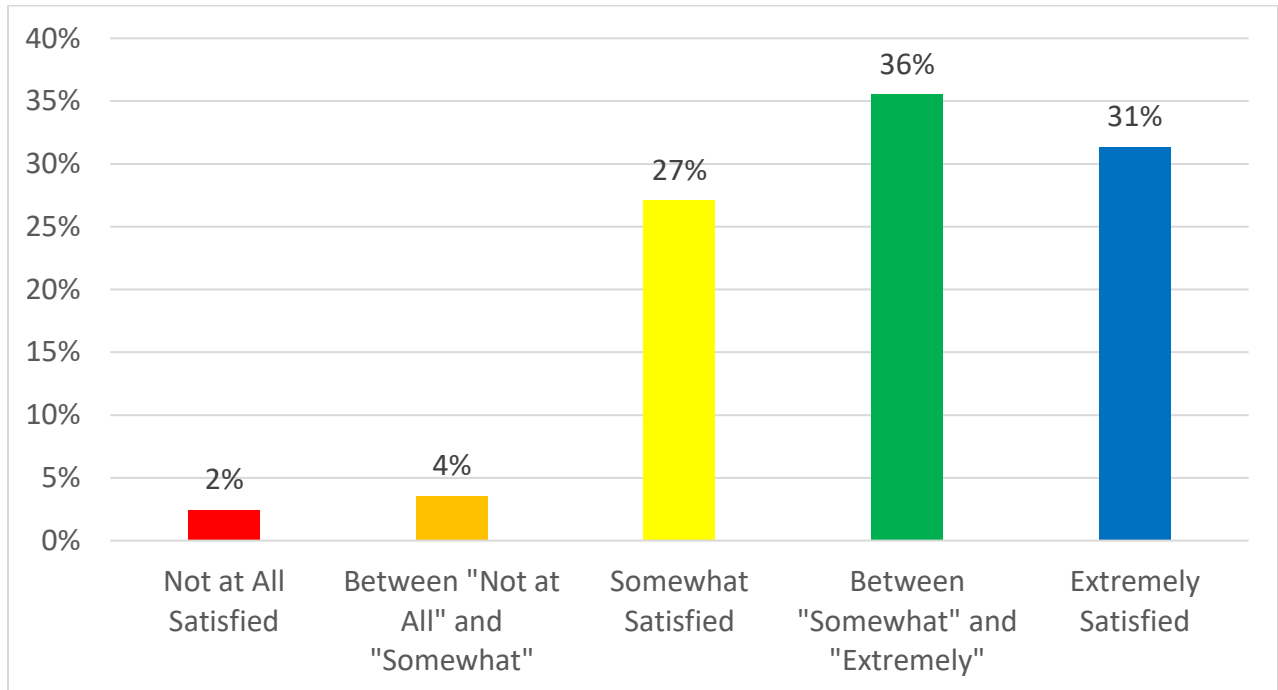
Table 15. Sample Comments Related to Public Works

District	Comment
1	Side roads (Briarwood) are in terrible shape.
2	We live in Kingswood neighborhood. The quality of life would be 1000% better when: 1. The generator unit attached to the southeast corner of City Hall goes into a startup/test mode each Monday morning at 6 a.m. It wakes us each time. Terrible. 2. Garbage collection somewhere in City Center is likewise done early in the morning, usually around 5am!! The dumpster(s) being emptied make a loud noise and wake us. This past week they emptied at 4 a.m.!!! Should be no loud commercial level noise prior to 8 a.m. so residents living within earshot may enjoy peaceful living.
3	Better sidewalk and street maintenance for older established neighborhoods and code enforcement compliance.
4	Garbage collection is poor at best. Living in Rolling hills and having a house in the Vineyards, they constantly leave yard waste if it isn't more than two palm fronds.
Don't Know	Some of the covers of drains on roads need to be lowered or heightened to stop getting that drop or jar when you go over them with the car.

Value of Services

As part of the survey, we asked residents to indicate how they feel about the value they receive for the services that the City provides. The responses for 2020 are listed below in Figure 13.

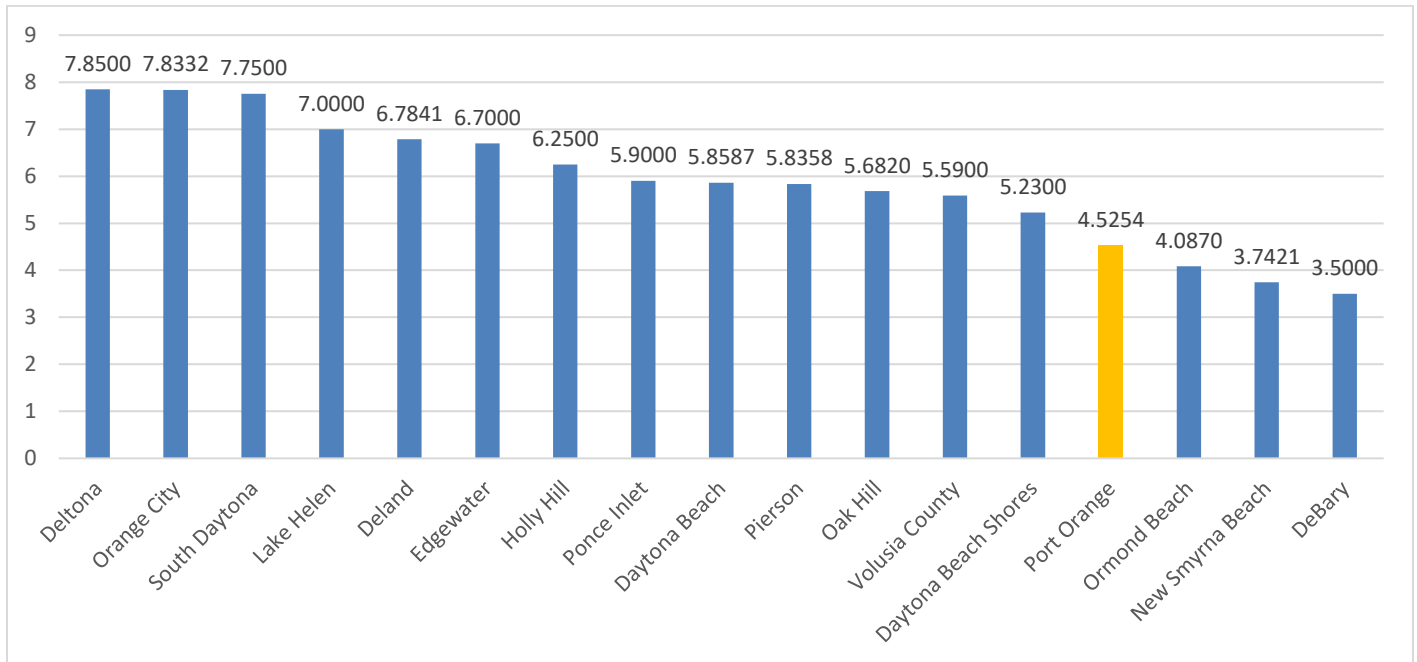
Figure 13. 2020 Value for Service Responses



Most of the respondents (94%) indicated they feel between somewhat satisfied and extremely satisfied with the value for their tax dollars for services provided by the City of Port Orange. This almost identical to the response received in 2019 when it was 93%.

In addition to high satisfaction with the value for services provided by the City, we continue to have the fourth lowest tax rate among Volusia County cities (Figure 14).

Figure 14. Adopted Operating Millage for Volusia County Cities FY 2019-20



City-Wide Goals

In July 2016, the City Council adopted six main goals for the community. These were:

1. Public Safety
2. Infrastructure
3. Quality of Life
4. Economic Development
5. Fiscal Sustainability
6. Organizational Excellence

The Survey asked respondents to rate these goals in order of importance. For the third year in a row the responses were not in exact agreement with the priority adopted by the Council. Table 16 shows the difference between Council's priority and those of respondents.

Table 16. Council Vs. Respondent Priority for Adopted Goals

Priority Number	Council's Order of Importance	Respondent Order of Importance
1	Public Safety	Public Safety
2	Infrastructure	Quality of Life
3	Quality of Life	Infrastructure
4	Economic Development	Fiscal Sustainability
5	Fiscal Sustainability	Organizational Excellence
6	Organizational Excellence	Economic Development

While public safety still ranks as the number one priority, quality of life moved up the list this year. Respondents kept economic development at number six. However, had the survey been provided a couple of months later, economic development might have been on people's minds more. Depending on where the nation is with COVID-19 when this survey goes out again, it will be interesting to see how these goals change.

Given this information and because our adopted goals are through 2020, the City Council might consider revisiting its priorities this coming year.

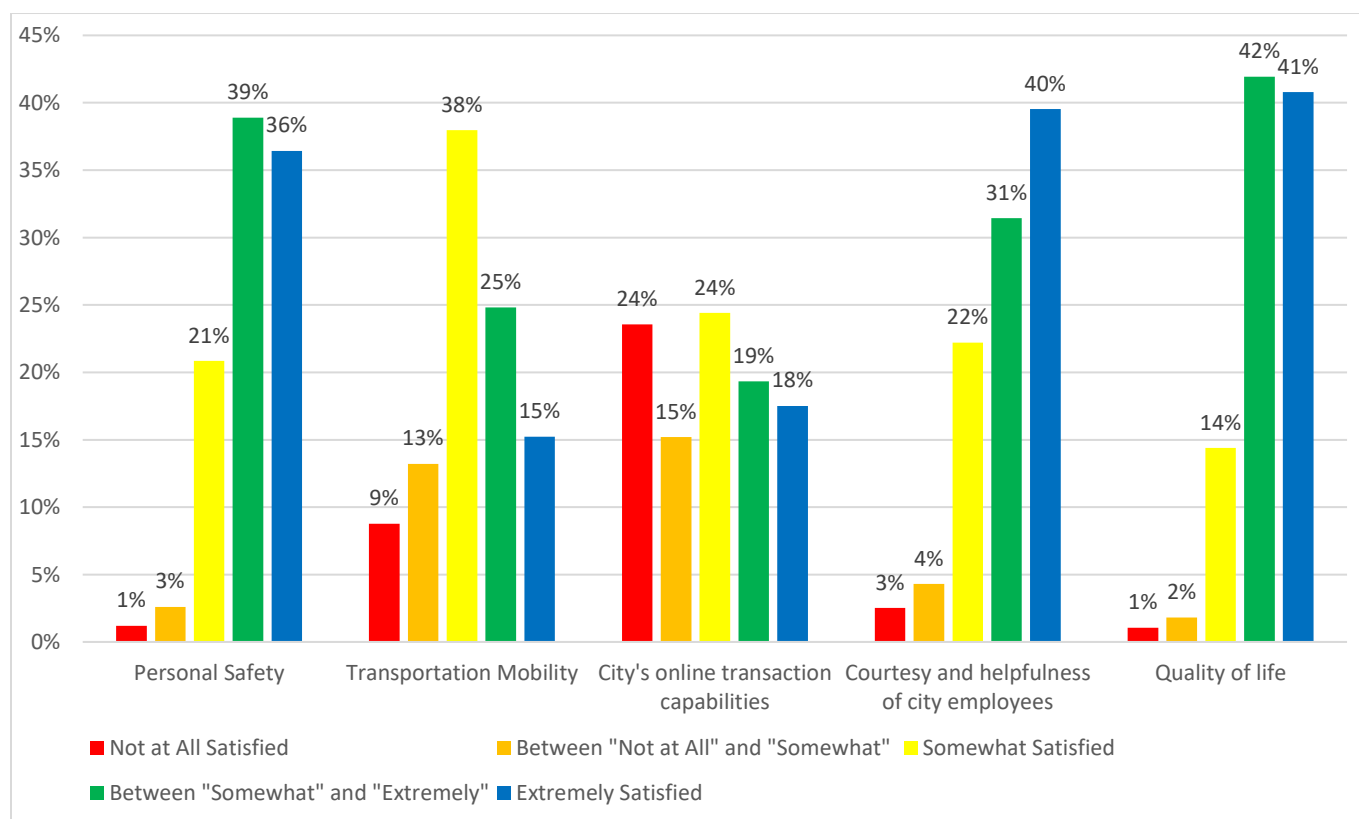
Overall Satisfaction

The 2020 survey asked respondents to answer five questions related to overall satisfaction. These questions were:

1. How do you feel about the level of personal safety in Port Orange?
2. How satisfied are you about the transportation mobility in Port Orange?
3. How satisfied are you with the city's online transaction capabilities (i.e., water bills, business tax renewals, applying for jobs, etc.)?
4. How satisfied are you with the level of courtesy and helpfulness of city employees?
5. How would you rate the overall quality of life in Port Orange?

Figure 15 shows the breakdown of answers received for these questions.

Figure 15. 2020 Overall Satisfaction



As indicated above, 97% of respondents rank the overall quality of life in Port Orange between somewhat satisfied and extremely satisfied. The lowest scores in this category go to satisfaction with the city's online transaction capabilities. In fact, this measure saw a 27% decline from last year and even overtook transportation mobility for the worst overall satisfaction score.

This is most likely due to the city's removal of the online payment system for water bills due to the unsecure nature of the 3rd party software we were using at the time. In order to protect citizens from theft, we shut the system down and have been working towards implementing a more secure system going forward. However, customers seemed to very much enjoy the convenience of using the ongoing online payment system and showed their dissatisfaction at this service not being available.

We asked respondents to answer the question, “What’s the one thing that would make Port Orange a better place?” Out of the 2,432 surveys completed, 1,287 people provided written responses to the open-ended question (approximately 200 more than the previous year).

Figure 16. Word Cloud of Most Frequent Words Used in the Open-Ended Responses

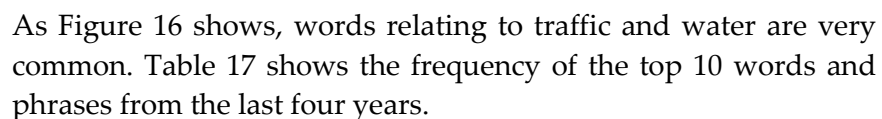


Table 17. 2017 - 2020 Most Common Words and Phrases in Open-Ended Responses

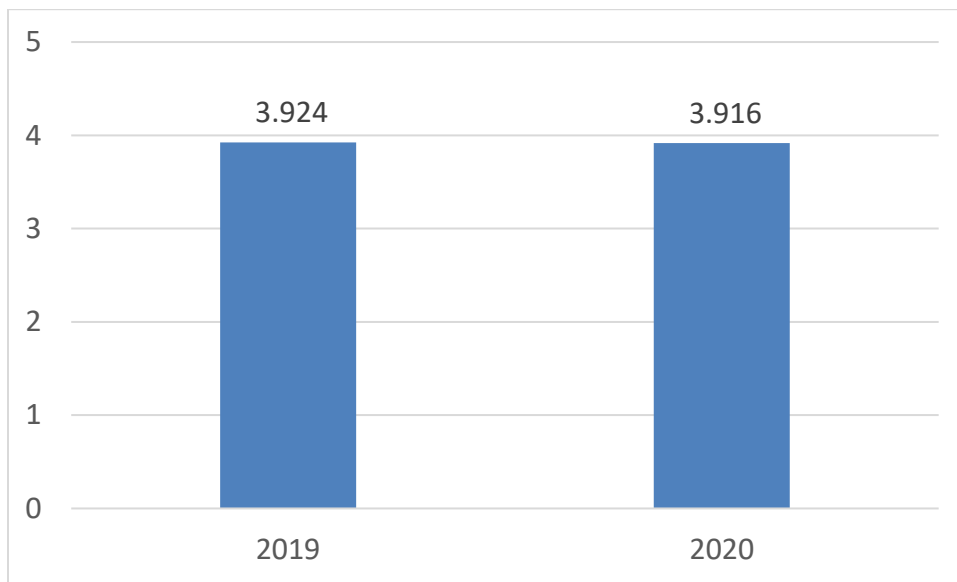
2017		2018		2019		2020	
Word/Phrase	# of Responses	Word/Phrase	# of Responses	Word/Phrase	# of Responses	Word/Phrase	# of Responses
Traffic on Dunlawton	144	Dunlawton	193	Better	122	City	169
Road	76	Development	76	City	114	Better	155
Parks	58	Port Orange	70	Port Orange	98	Need	110
Traffic Lights	57	Stop	65	Dunlawton	94	Port Orange	103
Police	52	Traffic Lights	57	Need	90	Roads	84
Port Orange	49	Street	57	Roads	88	Make	83
Better Traffic	42	Park	53	Area	79	Stop	68
Restaurants	31	Better Traffic	50	Street	68	Area	67
Pay	28	Police	45	Parks	67	Water Bill	66
Growth	27	Water	43	Stop	64	People	64

As Table 17 indicates, the most common theme continues to be traffic. However, issues related to paying water bills online overtook development as a major concern. As mentioned previously, the city is working on replacing the old online payment system with one that is more secure and robust than the old one.

Conclusion

The number of responses increased this year from 1,880 to 2,432. The overall average customer satisfaction rating with all questions was 3.9 (with 1 being “not at all satisfied” and 5 being “extremely satisfied”). This was 0.6% lower than last year, but the overall score was still 3.9. Figure 17 shows the comparison between the last two years.

Figure 17. 2019 and 2020 Overall Average Satisfaction



Note: This is the average of scores from all questions in the survey.

As with most services, customers like some more than others. The City’s highest scoring service for the second year in a row is Fire Rescue. Three of their five measures tied for the highest satisfaction score of 4.7 out of 5. The other two measures tied for the second highest score in the survey of 4.5 (including transport). This was the first full year of transport services and satisfaction with that service has proved to be significantly positive.

Over the past 5 years, transportation mobility has consistently scored the lowest within the survey. Usually complaints center around traffic on Dunlawton and Williamson. In the 2020 survey, those complaints still exist, however, satisfaction with transportation mobility saw the highest increase in satisfaction

rating of any measure this year with an increase in satisfaction of 4% from 3.1 to 3.2 (out of 5).

In 2020, the measure with the worst score and the deepest decline in satisfaction was the City's online transaction capabilities. Satisfaction with this measure declined from 4.0 to 2.9 (a 27% decline over one year).

Based on the open-ended question, the decline in satisfaction with online transactions is mostly related to the suspension of ongoing online payments for utility bills. This was a convenient way to pay bills, however, the company the city used to contract with had some significant security concerns that necessitated a move away from that platform.

Since that time, people have still been able to pay through automated withdrawals from their bank account, credit card by phone, in person or by mail. In addition, the city has completed a contract with another company (Paymentus) for this service, but it is still in production. Once the new system is set up, we believe this measure will improve markedly.

Looking forward to next year, the answers to the survey might be anything but predictable. Since this survey was completed, we've been working our way through a pandemic, severe weather and civil unrest throughout the nation. We will also have just gone through a presidential election. It will be interesting to see what our citizens think about how we have handled all of those situations at a local level.

Attachment A – Survey Instrument



2020 Port Orange Citizen Satisfaction Survey

Mayor's Welcome



Honorable Mayor Donald O. Burnette

This short survey was developed in order to get your valuable feedback as a citizen on the various programs and services we provide. Your opinion is very important to us! Would you please consider taking a couple of minutes to complete the survey and let us know how we are doing? If you prefer completing it by hand, we have paper copies available in the City Clerk's Office at City Hall. March 1st, 2020 is the last day it can be completed before the results are tabulated.

Your responses provide us with a better understanding of how we are performing and which quality of life issues are most important to you. It also assists us to set priorities in budgeting and planning for the future of our great community. This is your city, and it is important for you to take part to tell us how we can best serve you and all your neighbors.

Survey results will be posted on our website at www.port-orange.org and presented to the City Council upon completion and tabulation. Additionally, results will be available upon request by contacting the City Clerk's office.

If you have any questions concerning this survey or its results, contact the Clerk's Office at 386-506-5563.

I really appreciate your helping us to keep Port Orange special for us all!

Don

Donald O. Burnette, MBA



2020 Port Orange Citizen Satisfaction Survey

YOUR PORT ORANGE STATUS

*** 1. Do You Live or Work in Port Orange?**

- ☐ Live
- ☐ Work
- ☐ Both
- ☐ Neither



2020 Port Orange Citizen Satisfaction Survey

RESIDENT DEMOGRAPHICS

2. Which age group best describes you?

- ☐ 0-17
- ☐ 18-44
- ☐ 45-64
- ☐ 65+

3. Gender

- ☐ Male
- ☐ Female
- ☐ Other

*** 4. Select the district where you live:**

If you are unsure of your district, please view the [District Map](#).

5. How long have you lived in Port Orange?

- ☐ Up to 5 Years
- ☐ Between 5 and 10 Years
- ☐ Between 11 and 20 Years
- ☐ More Than 20 Years
- ☐ Don't Remember or Not Applicable

6. How many people in your household are under the age of 18?



2020 Port Orange Citizen Satisfaction Survey

FIRE AND RESCUE DEPARTMENT

Fire & Rescue provides proactive prevention and educational services and is always prepared to respond to fire, medical and advanced life support emergencies. The Department is a participant in a closest unit response agreement with all other Volusia County East Coast agencies. We are also responsible for enforcing City, State and Federal Life Safety Codes.

In 2019, the department ran a total of 9,220 calls, with an average response time to all calls of 5 minutes and 30 seconds. Our average time to emergent calls was 6 minutes and 35 seconds. Our average response time to non-emergent calls was 8 minutes and 3 seconds.

In 2019 we began operating an ambulance. Since its inception on April 15, 2019, the department has responded to 1,247 calls for service with its ambulance and transported 869 of those patients to a medical facility.

The Department's Emergency Management Division continues to aggressively prepare the City, its citizens and businesses for the threat of natural and man-made disasters. This Division maintains and updates all emergency plans and programs.

For more information on the Port Orange Fire and Rescue Department, [click here](#).

7. In 2019, did you have any interaction with the Port Orange Fire and Rescue Department?

☐ Yes

☐ No



2020 Port Orange Citizen Satisfaction Survey

FIRE AND RESCUE DEPARTMENT

The questions below are answerable on a scale of 1 - 5.

If any of the services below were not provided to you in 2019, please skip that question and move on to the next.

8. How would you rate the Fire Rescue Department's response time to your emergency call(s)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

9. How would you rate your satisfaction with medical treatment provided to you by the Fire Rescue Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

10. If you were transported to a medical facility by POFR, please rate your satisfaction.

1 (Not at all satisfied) 3 (Somewhat satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

11. If you attended an event at which the Fire Rescue Department was present, were you satisfied with the interaction and educational opportunities you received?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

12. How would you rate your overall satisfaction with the Fire Rescue Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐



2020 Port Orange Citizen Satisfaction Survey

POLICE SERVICES

The Police Department provides protection and law enforcement for the City of Port Orange within four divisions: Patrol, Criminal Investigations, Code Enforcement and Administration. Programs within these divisions include: preventive patrol, enforcement of laws, responses to calls for service, crime suppression, marine patrol, investigations, property and evidence, crime scene investigation, special investigations, records/information management, community services, training, victim advocacy, accreditation management, police athletic league and the volunteers in police services (VIPS) (among other programs).

For more information on the Port Orange Police Department, [Click here](#).

13. In 2019, did you have any interaction with the Port Orange Police Department?

- ☐ Yes
- ☐ No

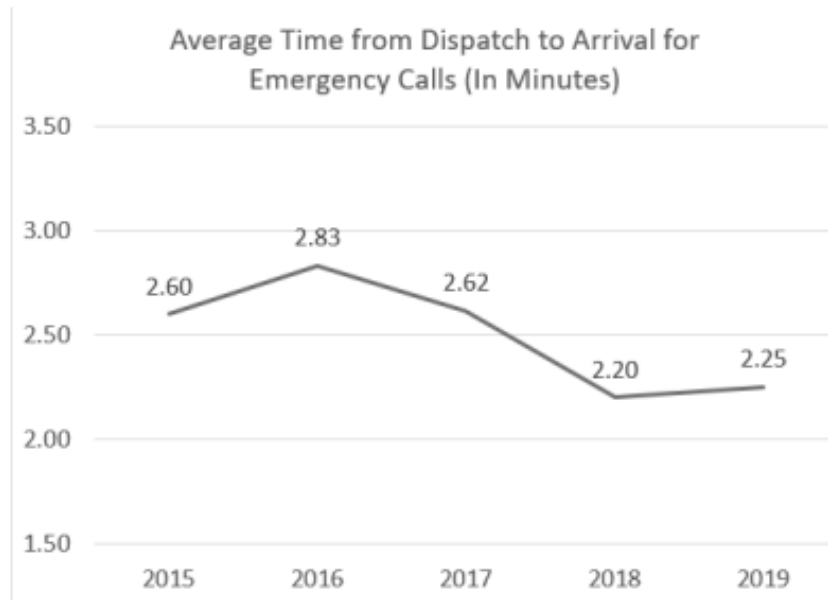


2020 Port Orange Citizen Satisfaction Survey

POLICE SERVICES

The questions below are answerable on a scale of 1 - 5.

If any of the services below were not provided to you in 2019, please skip that question and move on to the next.



14. How would you rate the Police Department's response time to your emergency situation(s)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

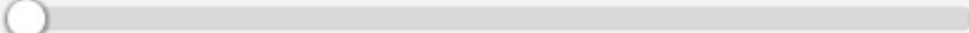
15. How would you rate your experience with police investigations?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

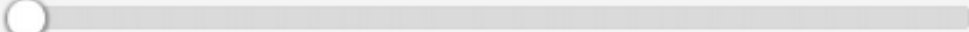
16. How would you rate your experience with community relations (i.e., DARE, Citizens Police Academy, Public Education Campaigns)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

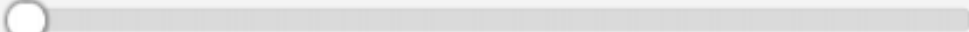
17. How would you rate your experience with traffic safety enforcement?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

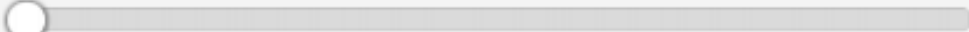
18. How would you rate your customer service experience with Code Enforcement?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 

19. Overall, how would you rate the quality of your customer service experience with the Port Orange Police Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ 



2020 Port Orange Citizen Satisfaction Survey

PARKS AND RECREATION

The Parks and Recreation Department is comprised of three divisions: Recreation, Parks Maintenance and Athletics. The Recreation Division provides regular educational, social, creative, and special activities to meet the leisure time needs of the citizens of Port Orange. Parks Maintenance is responsible for grounds and building maintenance, vegetation spraying, and litter collection at City parks and various recreational facilities. The Athletics Division provides a variety of quality and affordable athletic programs for adults and youth in the Port Orange area.

For more information on the Parks and Recreation Department, [click here](#).

The questions below are answerable on a scale of 1 - 5.

If a service below was not provided to you in 2019, please skip that question and move on to the next.

20. How would you rate the quality of the Parks and Recreation sports programs?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

21. Overall, how would you rate the cleanliness of city parks and park facilities?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

22. How would you rate your customer service experience with member of the Parks and Recreation employees?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

23. How would you rate your overall satisfaction with the Parks and Recreation Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐



2020 Port Orange Citizen Satisfaction Survey

COMMUNITY DEVELOPMENT

The Community Development Department administers the city's land development, building construction, floodplain management regulations, Florida Building Code and preparation and implementation of the city's Comprehensive Plan. The Department is also responsible for the issuance of the business occupation tax certificates.

For more information on the Community Development Department, [click here](#).

24. Did you inquire about or request a building permit or business tax receipt through the Community Development Department in 2019?

☐ Yes

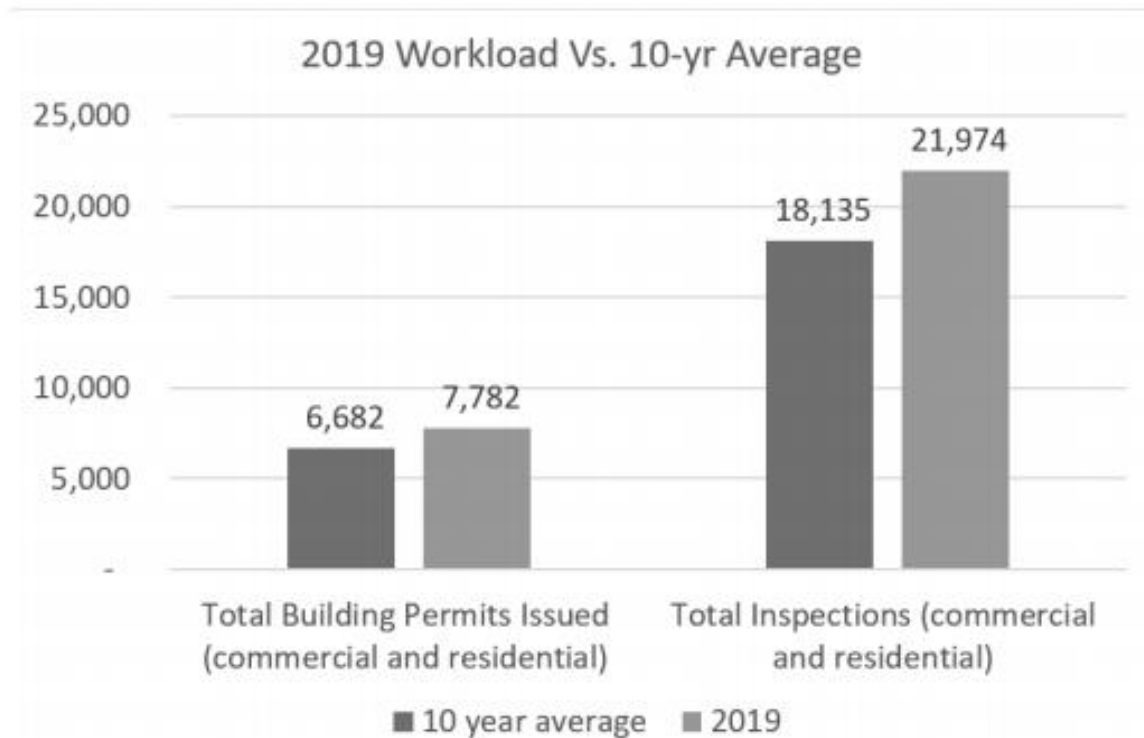
☐ No



2020 Port Orange Citizen Satisfaction Survey

COMMUNITY DEVELOPMENT

We have included a small example of workload for the Community Development department from 2019 for reference before answering the questions below.



The questions below are answerable on a scale of 1 - 5. If you did not inquire about or use any of the services below, please skip that question and move on.

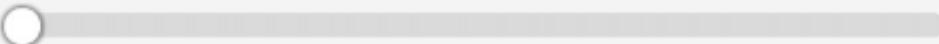
25. How would you rate your experience with the Building Permitting Process?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

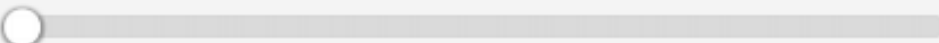
26. How would you rate your experience with the Business Tax Receipt Process

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐  ☐

27. Overall, how would you rate the quality of your customer service experience with the Community Development Department?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐  ☐



2020 Port Orange Citizen Satisfaction Survey

PUBLIC INFORMATION

"Public Information " is an effort to reach people where they are in order to engage and educate the public on topics related to city operations. This is done through our [website](#), [Facebook Page](#), [Twitter](#), [YouTube Channel](#), [Mobile App](#), and our [quarterly newsletter](#). If you are not yet a follower of our social media pages or other information outlets, you can click on the links above to sign up.

Some recent statistics related to our public information include:

Year	2018	2019	Change
Website Visits	277,901	327,452	49,551
Facebook Followers	4,823	6,354	1,552
Youtube Subscribers	198	298	100
Twitter Followers	3,338	3,533	215

The questions below are answerable on a scale of 1 - 5. If you did not read or interact with any of the public information outlets below within the last year, please skip that question and move on.

28. How would you rate the quality of information in the City's newsletter?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

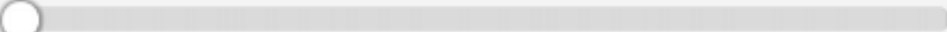
29. How would you rate the value of information available on the City's website?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

30. How would you rate the value of information on the City's social media outlets?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐  ☐

31. How would you rate your overall satisfaction with public information provided by the City?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐  ☐



2020 Port Orange Citizen Satisfaction Survey

PUBLIC UTILITIES

Public Utilities provides clean drinking water, reclaimed water for irrigation and sewer infrastructure for customers in Port Orange and neighboring communities. The Department also reads water meters, prepare monthly utility billings, and collects payments for all City utility functions. The majority of the revenue for this function comes from user and connection fees for services provided by the Department.

For more information on the
Public Utilities Department, [click here](#).

The questions below are answerable on a scale of 1 - 5. If a service below was not provided to you in 2019, please skip that question and move on to the next.

32. How would you rate the quality of the City's drinking water? ([Click here for the most recent annual water quality report](#))

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	☐
☐			

33. How would you rate the quality of service provided by the Utility Customer Service Division?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	☐
☐			

34. Are you satisfied with the response times to requests for service from the Utility Department (i.e., turn off, turn on, sewer blockage)?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	☐
☐			

35. How would you rate your overall satisfaction with the Public Utilities Department?

1 (Not at all Satisfied)	3 (Somewhat Satisfied)	5 (Extremely Satisfied)	☐
☐			



2020 Port Orange Citizen Satisfaction Survey

PUBLIC WORKS

Public Works is responsible for maintenance and repairs to drainage systems, city streets and rights-of-way, including striping and signage. The Department maintains other city-owned paved areas and the grounds at city facilities such as City Hall and the police and fire stations. This Department also does general upkeep and repairs at city facilities, including emergency repairs, regular maintenance repairs, and special projects that will maintain the appearance and operation of these facilities. In addition, Public Works administers the city's contract for garbage, street sweeping, mowing, recycling and yard waste collection.

For more information on the
Public Works Department [Click here](#).

The questions below are answerable on a scale of 1 - 5. If a service below was not provided to you in 2019 or you do not have a frame of reference, please skip that question and move on to the next.

36. How would you rate the general appearance along streets and corridors?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

37. How would you rate the quality of city street maintenance?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

38. How would you rate your satisfaction with the garbage collection service?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

39. How satisfied are you with recent stormwater drainage improvements in your area?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

40. How would you rate your overall satisfaction with Public Works?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

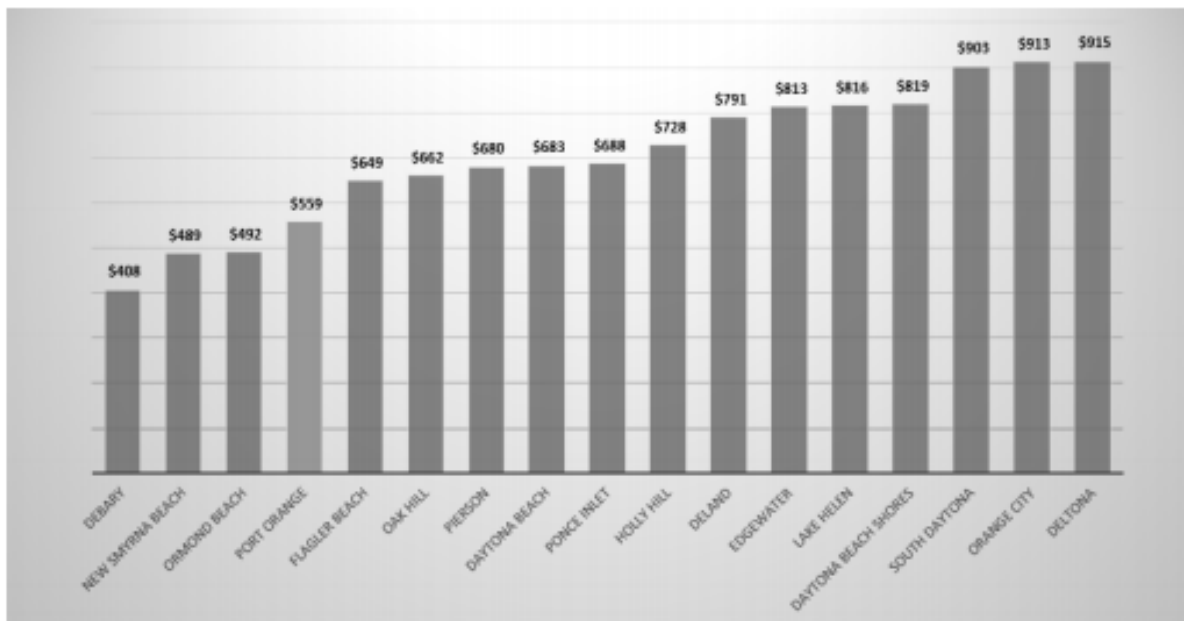
☐ ☐ ☐ ☐



2020 Port Orange Citizen Satisfaction Survey

VALUE OF SERVICES

In Port Orange, a house with a taxable value of \$116,529 is taxed at a rate of \$559/year, or \$1.53/day. This money pays for a portion of services such as: police, fire and rescue, parks and recreation, street and sidewalk maintenance, business and community development, public information and other general services. The costs of these services are the fourth lowest among all Volusia County cities (see chart below). Note that these numbers do not include property taxes levied by the County, School Board or other taxing districts.



41. Based on the information above, how satisfied are you with the value of city services?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐



2020 Port Orange Citizen Satisfaction Survey

STRATEGIC GOALS

The City Council has 6 overarching goals to help guide the city in performing its day-to-day operations. Please rate each of these goals by their level of importance from your point of view (1 = Most Important; 6 = Least Important).

42. Rank the City's Goals in Order of Importance

1 2 3 4 5 6 ☐ Provide Excellent Public Safety
1 2 3 4 5 6 ☐ Preserve and Develop Infrastructure
1 2 3 4 5 6 ☐ Enhance the Quality of Life
1 2 3 4 5 6 ☐ Increase Economic Development Opportunities
1 2 3 4 5 6 ☐ Ensure the Fiscal Stability of the City
1 2 3 4 5 6 ☐ Enhance Organizational Efficiency and Effectiveness



2020 Port Orange Citizen Satisfaction Survey

OVERALL SATISFACTION

Below are questions relating to overall customer satisfaction.

The questions are answerable on a scale of 1 - 5. If a service below was not provided to you in 2019 or you do not have a frame of reference, please skip that question and move on to the next.

43. How do you feel about the level of personal safety in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

44. How satisfied are you about the transportation mobility in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

45. How satisfied are you with the City's online transaction capabilities (i.e., water bills, business tax renewals, applying for jobs, etc.)?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

46. How satisfied are you with the level of courtesy and helpfulness of City employees?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐

47. How would you rate the overall quality of life in Port Orange?

1 (Not at all Satisfied) 3 (Somewhat Satisfied) 5 (Extremely Satisfied)

☐ ☐ ☐ ☐ ☐

48. What's one thing that would make Port Orange a better place?



2020 Port Orange Citizen Satisfaction Survey

Contact Information

We may randomly contact individuals based on their responses to help us understand how we can improve services. This section is completely optional. If you provide your information, you may or may not be contacted regarding this survey. However, if you do not provide any contact information in this section, we will not contact you regarding this survey.

49. Contact Information

Email Address

Phone Number

Please keep in mind, your contact information and IP Address may be subject to public disclosure under Florida law.



2020 Port Orange Citizen Satisfaction Survey

Survey Complete

You have completed the 2020 Port Orange Citizen Survey. If you would like to review your answers before submitting, please press the "Prev" button below. If you are finished, please press the "Done" button.

Exhibit 1 – 2020 Citizen Survey Comments by District

This exhibit includes all responses to the open-ended question, “What's one thing that would make Port Orange a better place?” The comments have not been edited from their original form other than to remove profane language and fix some grammar in order to enhance clarity. However, some readers may find some of the language offensive.

District 1

Everyone held to the same letter of the law by code enforcement specifically.
I have lived here a little over a year I noticed that the amount of homeless people and people asking you for money is getting to be almost an everyday thing. I have had people come up to me in my driveway asking for money. I have come home early in the morning from the airport to see sleeping on the sidewalk across the street from my home. I don't know if there is somehow a way to help these people, but it should be looked into. I have been told by some of my neighbors that Daytona Beach used to be pretty bad and somehow, they crack down and that's getting better. So that might be the reason some of these folks are moving into Port orange. Thank you
1) Better access to the waterways would improve quality of life for those that canoe, kayak, paddle board, or fish and cruise by power boat. 2). Clean roadsides that are overgrown and unsightly, especially at all stop signs. Require homeowners to repair broken down fences that face the major roads. There should be an ordinance going forward all fences facing a major road must be PVC.
1. A turn left light at Madeline and Nova. 2. Work with the PO YMCA. Their athletic department has gone downhill because the city of PO will not work with them. Edgewater has 10 times better YMCA equipment for their sports. 3. Bring back online services so I pay my water bill!
A better variety of quality restaurants.
A Community Pool.
An inquiry/ investigation into the water Dept. As you can tell by my survey, I'm not pleased with them. There is something going on in water Dept, I have had multiple issue from being overcharged from a nonexistent leak, to recently trying to charge more than the bill due.
A turning lane from Dunlawton ave to city center access
A website to pay my bill again. Giving my card info to someone over the phone is just as unsafe as the hacked website.

Activities for family that does not cost a lot of money and can be spending time with each other
Adopt a trap neuter and return to field policy and augment you animal control officer with a person specializing in cats per the Daytona and Jacksonville model.
Affordable housing and police officers that were more approachable. They are unfriendly and rude. They are not very engaging.
Affordable, safe, clean,
Alleviate traffic between Clyde Morris and Williamson Blvd for the Dunlawton corridor.
Alumni/College Favorites Groups/Meetings (Of ALL SEC schools)
An IFly
animal control response and situation handling
Being able to advertise yard sales with signage put up night before, taken down on last day with address to fine those not removing.
Better design of roads and signage
Better development plans when considering traffic impact.
Better laws and ordinances for dealing with panhandlers.
Better mapping of Briarwood and Commonwealth for FIRE AND POLICE. They consistently loose response time by having to go around Normandy Blvd when coming off of Nova.
Better planning for building new businesses to consider traffic flow, need of new building, over population, etc.
Better planning for traffic. Dunlawton ave is HORRIBLE
Better road maintenance beach side. Wilbur by the Sea is in need of road resurfacing projects.
Better traffic enforcement in District 1. Somehow, try to improve the traffic flow on Dunlawton Av.
Better traffic flow on Dunlawton from Clyde Morris thru the 95 underpass
Better traffic flow, and also something done with the transients begging on street corners.
Better traffic flow. Try to keep like a small town. More family oriented.
Better Traffic Management
Better traffic management.

better water, garbage, recycle, yard debris need employee seminar, don't leave stuff in yards and don't throw our containers.
Bring back an online option for paying for utilities
Bring back online bill payment for water bills, and recycle glass again.
Bring back water online billing. If you're going to disconnect someone's water, don't just send them an email that goes to the spam filter, call them, text them, and send letters before that happens.
Bury the power lines.
Cannot think of any Overall doing a great job
Can't think of anything right now.
Change of attitude of people that live in Port Orange and of those that work for the city.
Citing obvious violations of building and zoning regulations without having to be called by irate citizens, i.e., overgrown lawns, junk continually left in driveway, garbage left on sidewalks for weeks at a time, junky and cluttered porches visible from street.
Clean it up! We have so many pockets of drugs and homeless living in the woods where my kids fish – it's shameful in a city this nice
Clean streets at least once a month
clean trash up with in some properties and along some streets
Clean up the side streets of trash. Maintain the foliage
Cleaning up the plastic garbage in the canals, ditches, parks on roads before it gets into the river and ocean. Www.oceancleanup.com
clear brush from alley
Code enforcement of run-down properties & residential parking of cars/boats. A sense of community & more parks & bicycle trails.
Continue recycling all materials
Continued focus on removing homeless
Control building better and show actual traffic studies and the impact development is having Dunlawton has become a nightmare
Crack down on drug dealers

deal with run down and unsightly houses, buildings more quickly, whether they are lived in or not
Decisions made by the city council that affect citizens should be made public before they are voted on by the council.
District 1 deserves better. Prone to flooding since many of the run-off canals have been filled. The industrial nature in the area is negatively affecting people that live in the area. Masci Construction, specifically, is polluting our air quality with particulates from whatever they are processing, not to mention the noise and the vibrations.
Do road maintenance at night. Shutting down half of Ridgewood when many were heading to work was very disruptive.
Do something about Dunlawton Ave and all of the lights...they don't even seem to be in sync. One car driving from a side street toward Dunlawton stops a heavy flow of traffic on Dunlawton.
Do something to get homeless off streets.
Don't no
Drainage
Drinking water that does not taste of chemicals
ease in paying water bills o line again
Easier building permit guidelines
Easier traffic flow in parking lots.
Easy going place
Eliminate fluoride in our water.
Enforce private living area cleanliness.
equal distribution of police in all districts /quit overloading district 1 and on Dunlawton near bridge/holds up traffic and access to beach side
Expand the recycling program. A couple of dollars from each person is more than enough to start recycling glass again.
Figure out a real solution to bottleneck traffic jams on Dunlawton.
Fix infrastructure to accommodate for the growth. Dunlawton is a nightmare although I know it's not a city road. I think the employees, by council, are not appreciated, except for police and fire. Pay in Port Orange is way lower than neighboring cities.

FIX ON LINE PAYMENT FOR UTILITIES
fix online bill pay for utility payments
Fix online water billing ASAP. Online automatic bill payment for water and sewer bills
Fix road conditions and improve traffic flow around I95 area going west on Dunlawton.
Fix the online billing system PLEASE - and let's allocate some land for better sports complexes
Fix the program to pay utilities online
Fix the utilities payment online.
Fix traffic congestion on Dunlawton/Taylor near I-95!
Fix water bill online payment
Fix website for paying our bills
Fix your traffic light management on main roads. Right not you are creating traffic jams. Traffic lights are not synchronized. This most prevalent on Nova, Dunlawton, Taylor, Ridgewood.
Fixing some of the roads, like Spruce Creek Rd.
Fixing the sprinkler system on nova rd in front of park wood mobile home park
Focus on traffic flow. Traffic signal synchronizing. It's easier to get around NYC than PO. Easily fixable if you would just do it.
Friendlier employees
From what friends have experienced - a higher level of efficiency in the permitting process
Garbage pick up that doesn't leave half the trash in the can or in the street. Traffic lights and police on nova road because driving is frightful.
Get an online payment system. Can't sit in phone 20 mins to pay a bill or ask a question. No excuse today to not have a payment online
Get cops to do their job. I have not seen a cop in my neighborhood in years (unless they are called to respond). Being visible is important for safety, these cops need more work not more money. Work harder!!! Not be more lazy.
Get rid of panhandlers
Get rid of panhandlers. Pass ordinance outlawing stupid people with signs for businesses on every corner. Both make the city look trashy and cheap

Get rid of people behind the desk and more hands on workers in the field
Get rid of sleazy motel on us1. Triangle motel? By ephiany thrift store.
Get rid of the cat overpopulation! My yard smells like a litter box, which is devaluing my property. My roof is their scratching post. (And my neighbors) And I use to have many birds in the area, which are no longer here because of the cats. We have a big problem!!! Why can't we have a law that makes people with pets to keep them in their home or yard or walk on leash. Then gather up all stray animals. If it's your pet take care of it, I don't want it in my yard.
Get rid of the panhandlers. It is unsafe. Update and maintain our parks and playgrounds, especially in the Harbor Oaks area. Stop allowing thrift stores, car dealerships and dollar stores to build on Ridgewood.
Get the "pay online" working again!!
get the bill pay site operational again.
Get the online water payment system back up and running properly
get the traffic lights coordinated on Dunlawton!
Get the water bills back to online payment
Have employees make things happen when they say it will. I have been told for over 2 years that the city needed to replace a crushed culvert going from my property to the canal. During heavy rain my yard cannot drain. I have been sending messages on the citizen website for 2 years and keep getting broken promises.
Having Building moratoriums so the city grows at a steady pace of growth, Not allowing overcrowding in public schools, offer Tax benefits for local business owners equal to large chains based on forecasted revenues. Unfortunately you cannot just focus on 1 thing.
Helping the homeless get off the streets by providing city jobs so we don't have signs of peddling in port Orange Florida like the mayor of Albuquerque New Mexico did that would be wonderful like in transportation truck drivers jobs or city jobs
I am a business owner in Port Orange and am very upset that you can no longer have your water bill automatically paid through a credit card on a monthly basis. I have another business in another county and have no problems there. VERY INCONVENIENT!!!!
I born and raised in Port Orange and I believe that our neighborhood, west of US1 and north and south of Dunlawton has been forgotten roads sidewalks and manicuring. We are district 1 shouldn't we look #1.

I feel the staff in Port Orange are under paid and the step raises should be brought back for the employees like other towns
I just moved here in October. I absolutely love it here!
I live on S. Peninsula Drive which is all homes and the speed limit needs to be lowered. Cars and bikes fly by our homes and I have seen kids run out of their way. I am not looking for more speeding tickets but definitely for safety in our neighborhood from Dunlawton all the way to Daytona. Or maybe some speed humps to be installed. Thanks
I LOVE living here!
I love PO and my neighborhood but my area could use a little more "policing" and some "pretty-ing up" (Commonwealth neighborhood)
I moved from Michigan I lived in Romulus 6 miles from Detroit what possibly could I complain about in Port Orange Florida A little while back I thought about buying a gun but then I started thinking about it I live in Port Orange why do I need a gun the cops are great I rode a bike I don't drive there always out there always making their loops If you call them they are always there
I truly don't have an answer for that. I'm very blessed and happy living here in Port Orange.
I would like to have more cultural events... especially music that would be outdoors and free to the public. I'd even volunteer to help!!!
I would like to see a bike trail connecting with New Smyrna and the park on Turnbull bay, My friend and I would like to see a sidewalk from the bottom of Nova Rd make it to meet the New Smyrna sidewalk at their airport on US 1or by the Museum as we don't ride on street too dangerous
I would like to see online access to paying the water bill again.
I would really appreciate online water bill payments back. At least able to view my bill.
If the city could provide/make aware of how it could support local HOA organizations by providing meeting rooms and other facilities
Improve on the types of businesses allowed on Ridgewood Ave and have existing ones clean up their properties and appearances.
Improve traffic congestion on Dunlawton
Increase public transportation on secondary road system
Installation of more lighting on the streets and roads

It certainly would be nice to have more street lights especially around major intersections. With solar LED's it would be affordable and safer. The lights we have now are very dim compared to the surroundings
It's always been a challenge to pay my water bill online, however, since the we. Site was taken down its virtually impossible. Please update this service. Port Orange is a great place to live! Thanks to all the hard-working employees and politicians. Your efforts are appreciated.
I've lived here for more than 25 years and have never had such terrible trash service before this last 12-month period. It's like they don't want to do their job. Calling Mick to come out shouldn't have to happen.
Jogging trails maybe? Public firearms range. Larger recycling bin, like a full-size rolling bin.
Keep doing what you're doing
Keep running a smart and efficient government.
keep up the good work, have neighbors trim their trees so they will not fall on the neighbors houses, some better road conditions in certain areas
Keep wooded areas free of vagrants. Have a better, safer place for them
Keeping infrastructure up to date with an eye to the fact that there will be continued population growth on our city.
Ken Burn park and the drainage ditch along Oak street by Memorial park are not being maintained as well as they have in the past
Less building-affordable housing-reduce traffic-hold slumlords accountable.
Less congestion. City is growing at an unsatisfied rate
Less corporate shops and restaurants, more local shops and restaurants.
Less crime. :)
Less development of sensitive areas and no more apartment complexes
Less frivolous traffic stops
less revenue generators aka police creating victimless crimes for profit
Less traffic
Less traffic

Less traffic on Dunlawton, getting back that left turn Taylor where that gas station is right off the high way(near the mellow mushroom) like it was before having to go behind bjs to get to Dunlawton is terrible. It causes more traffic Brighter Street lights to see at night.
less traffic on the road ways
Less traffic!!
Less traffic. More mom and pop businesses.
Limit growth, Better traffic flow on main roads, Improve traffic light timing, Enforce traffic rules.
love living in port orange, but still upset that the water bill credit information was stolen and now have to come down in person and pay cash
Lower cost of living ie the cost of rent is way to high make all housing affordable, raise the minimum wage to 15 an hr. People will thank you for it, being able to pay utilities online. Get rid of the drugs and human trafficking.
Lower taxes
Lower taxes
Lower Taxes, Less Traffic
Lower the speed limits on Dunlawton Ave. Turn lane only for Dunlawton to Nova Rd North.
Make a more secure site for utility collection. When you got hacked there ended up being 300\$ worth of charges on my account I had to cancel my card am now waiting for a new one. But when my bill was late you managed to charge me an extra \$10. I should send you a bill for the time it is going to take me to replace all my credit card and change all of my online auto payments
Make newsletter with electronic not a pdf. Very outdated style
Make the places That don't have businesses cheaper so locals can do the own business in them and the city needs to make the smaller builds across from Winn Dixie look better
Making the quality of education and environments more similar across the city's schools.
Mindful and smart developing to limit the density and preserve the woodlands/ environmental impact. Therefore stop being the yes men for developers! Be more honest to the citizens regarding the numerous personal banking hacks, that transpired. Most of us affected are still dealing with setbacks. It had to be from within, since even those that came in to pay; their cards got hit!
More activities for seniors

More and higher quality Senior Centers
More attention to landscaping maintenance, such as, edging, trimming and sweeping public roadways
more bike paths
More community events
More diversity in workforce (particularly the police department), more diversity in cultural events offered by city. This is important because the number of minorities living in Port Orange has grown tremendously and will continue to do so as a result of demographic trends.
More exercise classes for adults, more adult activities not just family and children. Many of us retired here are not elderly.
More gathering event throughout the year.
More green spaces or nature areas.
More handicap accessible areas, especially at the municipal building. There are only 2 spaces outside the public works dept., and no wheelchair access to use the over road access.
more jobs
More local original (mom and Pop) businesses/restaurants...less banks and gas stations. More community events based events.
more parks
More parks
More police officers on the road to help stop traffic violators
more police presence in neighborhoods
More public activities for our youth. I think that there is absolutely nothing to offer the younger generation as athletics, arts and crafts, exc.
More public places and or docks
More public transportation that's easy to understand. Place is growing parking will be tuff as people age they will have to stop driving. Look at cities that don't have trains like chelsea mass that buses and cars are main ways of travel. Start now before it becomes a problem.esp. where senior housing is located
More restaurants and better merchandise in stores.

More soccer fields
more speeding control mainly Isabell ave
More warnings to drivers, less tickets
Move traffic off Dunlawton
My back yard floods. It never flooded before the doctor offices built on Dunlawton blvd and were allowed to elevate the property 4 feet higher than Dunlawton estate homes, like mine.
My block is black at night No Street lights!!! Afraid to walk dogs, can't see when backing out of driveway!! Have pole no light, called several times Not their department!! Other neighbors concerned also. Help please!!! Was almost hit by car !!
My credit card got breached because of your low security water bill payment service and public safety is never present in our area
My main complaint is the trash pickup. The times are unreliable. They break my cans. They throw my can in the street and they don't pick up what fell in the street, recycling people are LAZY!!
N/a
n/a
Nicer Police officers. Most are arrogant A\$\$#*^%\$.
No hazel permits and the clean up of junk in front yards residential areas and if they keep junk on back yard, they should have a no see through fence....why... it makes a neighborhood look nasty and hurts the area, resale values
no idea
No more businesses and apartment projects. The quaintness of the city brought me here over twenty years ago....now it has almost lost it's charm. Too much traffic and every vacant area is being developed. SLOW DOWN before that charm is totally gone. Stop building !!!!! Congestion on 421 is ridiculous, and new apartments everywhere. How can the roads handle all this growth.
No more city codes that seam like they are meant for a HOA not people that own their land commies
not being able to pay water sewer bills or view online is unacceptable
Not having my account information breached
On our street there are homes that need torn down but nothing is being done. A notice had been posted in their front yard but it did nothing at all- brings down the value of our homes

Online payment of water bills
Pave more side roads. Deal better with school traffic, Parents parking on neighborhood lawns during school hours, Deal with reckless drivers and speeding in residential areas (Charles and Herbert Sts are my personal concern)
Please get the homeless from camping in our city parks. Bushman park has several campsites and the park caretakers do not seem to care. Need security at night too due to the new fire issue! They burned down the little library!
Please stop developing. We are getting too crowded. You're losing the small town feel and safety with this growth. Just look at the traffic on Dunlawton... makes SR40 look like a dream. We won't be staying if it continues.
PLEASE to reduce the loiterers and beggars on the street corners - there is no reason for this - i cant even walk around my own lake at night for fear of being accosted
Please we must get over our fears and do something proactive to remove loiterers in our city - I cannot walk around my lake on Dunlawton because it is a "hang out" for homeless and the police say they can't do anything on city property! If I were to sell my home, I would not buy another here in this current state due to this reason.
Please work on traffic on Dunlawton. And Williamson. Something really needs to be done about the increase of traffic due to all those additional apartments and businesses. Thank you for listening!
Port orange is a great city. Complete the Riverwalk. Police presence/patrol at the riverwalk park areas and causeway.
Provide a place for homeless who are sleeping in the memorial Park. clamp down on citizens setting off fireworks in neighborhoods on July 4 and New Years.
Pubic transportation opportunities and better bike riding availability.
Public swimming pool facility
Public/Private city marina with boat storage, boat ramps, adequate parking and fish cleaning stations.
Pure Water. Water that taste good and feels clean
Put a building moratorium on all new development on Dunlawton. It is overbuilt and traffic is overwhelming. A building moratorium needs to be implemented on all new construction on Dunlawton, West of Nova Road. There are too many businesses, restaurants, etc, and too much traffic. It's only going to get worse if construction continues. Thanks for listening.

Quality of living above quantity of living. More people and housing doesn't make for a more productive and prosperous city. It makes for an over crowded city that puts strains on traffic and resources.
Quit with the B.S. and PAY the Public Works employees what they SHOULD be paid. We are losing more and more workers to nearby cities that pay a good bit more AFTER Port Orange trains them!!!!
Recycle better. I can't believe we don't recycle glass or batteries
Recycling GLASS Is very important
Reduce Dunlawton Avenue's congestion. Stop all grass clippings blown onto the street by city workers and residents-it clogs the drainage grates.
Reinstate the TNR program. Stop building. It's way too crowded Dunlawton is a mess at rush hour times
Remove homeless from the parks
Remove the illegal, restrictive blocking installed by homeowners on the river side of Halifax Drive. It is impossible for cars or bicycles to pull off of the street (out of traffic) when needed/necessary. The City owns several feet of the off-road area and should not allow homeowners to fence it off.
Repair sidewalk. More bike paths.
Restructure the police department.
revive US 1 through the City
RIVERWALK LIKE DANIA OR HOLLYWOOD BEACH
Safe and secure with online payment of bills with Port Orange
Several things. Get this darn water bill payment situation straightened out. I'm really irked at having to phone to pay my bill every month. Secondly, shut down the Port Hole Bar on Herbert Street. It is an ongoing horrible nuisance to the residential neighborhood, disturbing the peace constantly with outrageously loud bands and motorcycles until after 2:00 a.m, and has no business being located where it is. Third, the city drinking water is undrinkable, and you're charging us a fortune for water when we have to buy drinking water anyway. Unacceptable. Also, the attitude of city employees when you show up in person to transact business is downright snobbish. I pay their salaries with my taxes and expected to be serviced immediately and courteously.

Side roads (Briarwood) are in terrible shape. Also Isabelle Ave thru Briarwood is a racetrack at all times of day and night. Cut through from Ridgewood to Nova and no stop signs to slow down from before Normandy to Nova.
Sidewalks and bike paths - especially around our neighborhoods - we can't ride our bikes to schools or parks safely
Sidewalks and curbs. My neighborhood is riddled with people parking on other people's lawns. Sidewalks would make it safer for pedestrians and curbs would keep people from tearing up our lawns. Especially in district 1. Where would could really use something to make the area appear more classy.
Sidewalks are bad, my wife is handy cap and sidewalks are so bad she has to use the road with her scooter. Fix the sidewalks the right way not a half a** job, not a banaid on them, make them safe to walk on
Slow down construction until utilities etc. can catch up
Slow down future development. Infrastructure cannot handle.
Some assurance that there are not people living in the woods of east side parks.
some of the roads cold use improvement I have no complaints...
Start arresting people that are begging at Walmart and Wawa's and at the exits of 95. There are homeless moving in and if you don't crack down soon. Port orange will be just like Daytona Beach.
Stop all new development. Stick to rehab and redevelopment. More traffic patrols (Dunlawton is crazy). Don't let development cause congestion and destroy our environment.
Stop all the building until roads are sufficient to handle the traffic!!!!!!
stop building along Dunlawton corridor, too much traffic
Stop building and making us so overcrowded
Stop building homes!
Stop building houses. It's too crowded!
Stop building so many new homes. The highways CANNOT handle it. We live right off Dunlawton (only access route) and it is a dangerous nightmare sometimes
STOP BUILDING!! Urban sprawl is killing Port Orange!!
Stop building. Getting too crowded.
Stop Code enforcement acting like communist.

stop fraud with water bill payments
Stop overdevelopment! Dunlawton ave has too many businesses and too much traffic. Leave some green space for the wildlife.
stop the car and truck noise caused by little or no mufflers them
Stop the cont. red light runners for safety
Stop ticketing home owners for parking in their own driveway. 3am a officer ticketed our car because it was supposedly blocking the sidewalk.. there is no one walking at 3am on a rainy night .. seems you just want the money . How about go look for real crime.. I will be selling my home and moving as far away as I can get from here..
Stop unfettered growth!
Take care of traffic issues before building more units
Taking Taylor rd and let you make a left turn like it use to be. to many questions on this survey. big mistake taking Taylor road to Dunlawton right turn only should of left it alone
The city is amazing to live in and always well kept. Only thing I wish was easier is the permit process for home projects.
The city lacks a commercial center like, for instance, New Smyrna's Canal street and Flagler corridors. While the city holds events in the city complex, it lacks the traditional feel of a center...cafes, small local shops. Permitting seems to be a bit slow. I'd like to see more control over our mangroves. I have observed boats riding over live oyster beds, getting stuck, and being pulled the rest of the way over. This killed the crab population as well as the oysters. Jet skis recently started going through at very high speeds (big wake!), which concerns me for the dolphin and manatee population. Transiting the mangroves should either be limited to motorless boats (kayaks, canoes, pedal boats, row boats) or a severe fine should be levied in motorized boats that exceed a speed limit. Passageways for the animals that reproduce in the mangroves are narrow and shallow, leaving little room for animals to get out of the way. Also, Riverside drive needs speed humps and/or police to control speeding. Vehicles have been flying down the road at outrageous speeds. Police rarely patrol the road.
The City of PO Utilities used to have/offer online bill pay, where it was simple to set up automatic bill pay for our utility services. That was recently changed where I have to call in each month to make a payment. In today's world, online bill-pay provides consistency and convenience. I wish the service would be reactivated.
the ease of living in Port Orange. Everything a person needs to go about everyday living.
The influx of homeless recently needs to be monitored and a homeless shelter needs to be opened.

The public utility department has been awful since we moved here 5 years ago. Been over charged multiple times, ran more than they were supposed to on credit card. Extremely rude and uncaring staff. Website for payment has been down forever. Very unhappy.
The utilities department should listen to a customer when they say they are getting charged for water usage at times no one is at my residence. There are no leaks and my toilet doesn't run I ran a test they told me I should and I know for a fact it doesn't take town gallons to flush my toilet it says on my toilet 1.6 gpf. I feel in getting charged wrongly and its not getting looked into
This is not really an improvement, more of a comment. I really don't think that we need to have two trash-pickup days. Also, instead of buying crates of water, and having all those plastic bottles, there should be a water cooler instead. I understand the convenience, but we're supposed to be a "green city" right? It's hard to take that seriously, when our leaders drink a couple bottles of water and then just throw the bottles out after a meeting. Just a respectful observation. Thanks!
To be able to pay my utilities online again!
Traffic is unreal anymore but not sure what can be done about it. I guess go places on off hours.
Traffic light sequence on Dunlawton Ave from Nova Rd to Williamson Boulevard is a nightmare. A better flow through those traffic lights with better sequencing and timing would be a huge improvement.
Traffic on Dunlawton is horrible - don't know what can be done though - can't widen anymore - timing of lights (?)
Transparency in decision making from Mayor and City Manager and Council
Traveling to the west side of town is a nightmare. Dunlawton from Clyde Morris out to the Pavillion is just crazy. I only travel to the west side early morning.
Try to get the online bill pay back up and safe cause calling is a bit time consuming where online is quicker.
Turn everything over to the private sector and hire only COMPETENT contract managers.
Underground power.
unknown
Utility payment services online as it's a total inconvenience for our busy lifestyles and people in business
warmer winters

Water bill pay online has been down for a couple months. Getting that up and running would prevent citizens from having to call to pay, and use up labor hours on the city's dime.
ways to reduce traffic
We need to bring back the ability to recycle glass.
We would appreciate and love if the Online Bill Pay system for Water was back up and running. We understand there was a breach and a lot of bigger stuff going on that the City was protecting our information from. However, the Online System was very convenient for the busy work life.
website to pay utility bill
We're getting too big and traffic especially on Dunlawton getting worse.
working on removing the homeless
Working security cameras in recreational parks. Too many car break ins and too much risk of kid napping.
You absolutely need to restore the ability to make online payments for water/sewer services, including automatic payments.
Zero Tolerance. Public Safety

District 2

Can't use a debit card online to pay the water bill? Seems like the wrong place to save a dollar, making it not easy to pay. And you stop recycle glass, haven't noted the drop on bill price for service not rendered, just trash not picked up. Not good for the land fill either. Seems irresponsible to save a dollar there also.
2 things- widen Herbert St and install human/pet water fountains at City Circle, thank you What if anything can be done about the Dunlawton traffic?
A better police presence including safer schools.
A bike path or walking path down to Riverwalk
A good park with a great pool and equipment for a picnic area trees and scenic outlook.

A indoor pool for school swim teams to use. Stop building homes and stores, there are too many. I moved here three years ago from NY and it is getting too crowded in Port Orange.
A way to prevent/control traffic jams midday, especially around Dunlawton/Clyde Morris intersection.
Ability to use credit cards for free to pay utilities like we use to. Be more in tune to seniors in community,
ADD A TURN ARROW FOR STOP LIGHTS AT MADELINE ONTO NOVA, DUE TO CONFUSION WHO GOES STRAIGHT OR TURNS, HELP FOR SAFETY. STREETLIGHT WITH TURN ARROWS MADELINE TO NOVA
Affordable houses to purchase for the low side of middle class.
An active feral cat program based on the best practices developed by experts. A friendly City Manager.
Another Dog Park would be nice around the baseball parks Williamson area.
Auto water bill payments!
Baseball tournaments, less soccer on baseball fields and encouragement from the city for youth sports!!
Being able to pay bills online .
Better development management! including traffic. Insure TNR and other pet protection programs exist and grows
Better enforcement of parking violations in handicapped spots
Better Maintenance and monitoring of dog park. I'm afraid to take my dog there after a very bad incident with aggressive, vicious dog that attacked my dog and its owner biting and shaking her arm, knocking her down. Traumatic experience for all.
Better maintenance on Clyde Morris between city center and Dunlawton the grass looks terrible all the time and people's fences are falling apart

Better parking for public areas
Better paying jobs for employees.
Better paying jobs so housing would be sustainable
Better public transportation
Better public transportation and more bike paths
Better public transportation and safe walking areas, sidewalks
Better Traffic (too much congestion)...
Better traffic light management
Better transparency in government
Better transportation options to major employers in Daytona Beach and to the Kennedy Space Center
Bring back online pay for water bills & utilities. It's been months & they should have fixed the online threat by now.
Bring high-tech industry to the city. No more chain restaurants/fast food and gas stations.
Citizens participation in council meetings
City Council needs to lobby the county hard to improve Williamson Blvd as traffic is unbearable after all the development being approved along it !!
Clean up Clyde Morris, Taylor Road, and Nova as they are high traffic areas. Very trashy and unkept.
cleaning of our streets at the lights
code enforcement
Code enforcement should be able to enforce code safety construction

Community service for our young one to sign up for.
Continued refurbishment of existing buildings like we saw with the old Port Orange theater, and less clearing of trees for new construction.
Continuing with the cleanliness and appearance of the community.
Contractors and Engineers do not like working with clients in Port Orange due to the city making up requirements and having ridiculous requirements to start. Review the building and permitting policies and procedures and make it easier for residents to find someone to complete work on their home. Also, the traffic congestion has gotten out of hand.
control barking dogs ticket owner
Control growth
Controlling the homeless people on the street corners.
Convenience
Deal with the homeless/panhandler problem
Do more to clean up the city. potholes, dirty ponds, marble signage is dirty. Things look run down. Clean it up the roadsides. Improve roads (Madalyn & Clyde Morris. Give tickets to loud motorcycles.
Do not let any more companies build apts, condos or over 50 communities.
Do something about traffic on Dunlawton ave near I-95.
Enforce banning of illegal fireworks
Ensure that elderly mobile homeowners do not lose their homes as rents on their lots become too expensive to be affordable. Place caps on lot rentals for those on fixed income. More affordable housing with stable rent
EXCELLENT WATER, MODERN POWER GRID, GOOD SERVICES , COST OF LIVING,
Family oriented activities

Fewer low end trailer parks.
Figuring out the homeless situation that is growing. People sleeping and lounging outside businesses.
find another way to accept utility payments online. Absolutely unacceptable to have to write a check and mail, on call and sit on hold or come to the City Center.
Fire the customer service Manager for the Water department.
Fix Dunlawton traffic problem. Develop more in Airport Rd/ Dunlawton area with shopping grocery, etc. to free up traffic
fix sidewalks! We've had sandwich board & bags of sand & paint to block off sidewalks that are in total disrepair for almost 3 yrs., NOTHING HAS BEEN DONE... Groves
Fix the billing issues with the utility dept and figure out a way to reinstate glass recycling. Read the survey I have already filled out (about a week ago) and stop sending reminders. Most important recycling of glass needs to return and the billing system needs to be secure.
fix the online bill paying website
Fix the online payment issues for the water bill.
fix the traffic congestion on Dunlawton/Taylor rd
fix the water bill payment system
fix the water utilities payment website
Fix the web site, so we can pay our water bill online.
Fix Traffic problems and provide online bill pay
Fix your online bill pay options for utility bills!!
Follow some of the leads of other cities in the county by having more arts fairs and education workshops to get people out more in the community.

For a state surrounded by water and groundwater levels so close to surface, the water bill/cost is almost prohibitive. My subdivision does not have reclaimed water capabilities or allowed benefits, if building a well. Although I have automated sprinklers system, set for watering 2x/week @2:00 am for ~15-20 minutes, my water bill is very high, even when house was inhabited. I'm planning my showers so I won't take too many. For subdivisions built without reclaimed water piping, there should be a rule allowing a percent of water usage for lawn watering and pool replenishing as these usages are not sewage. The percentage should be based on and adjusted accordingly by the pool capacity, the lawn surface and a maximum allotted frequency of watering to maintain the lawn, not kill it (for ex. 2x/week, 30 min each for a ~1500 sq ft lawn). This would much improve the quality of life for residents and show care for the taxpayers.

For us the general day to day is fine. We need cleaner water. The youth sports should be on opposite days as adults. I don't understand why it's taking so long to pick an online payment program for the water bills. I also don't understand why we waste tax dollars rolling out large fire trucks to medical emergencies. Why don't we work on the ambulances getting there much faster or the fire department using smaller vehicles. It seems like a waste and pointless exercise to roll out those firetrucks.

For years, local residents have been asking for a 4 way stop at the intersection of Willow Run and Hidden lake. For years this request has been ignored. Please have someone at the decision-making level spend a couple of morning and evening rush hours getting a first-hand observation of this dangerous intersection. It will be immediately apparent that a 4-way stop is a needed addition to ensure both safety and a much smoother traffic flow.

Friendlier law enforcement personnel.

FULL FILL CAMPAIGN PROMISES

Get code enforcement back in communities and clean this place up! I've never been more embarrassed about our community! Also FIX Dunlawton... it's a nightmare !!!!!

Get the online payment system going again as soon as possible

Glass pickup for recycling

Happy to be able to pay my bill online again.

Have the police patrol my area more often. Keep people from blocking the sidewalks in my neighborhood. Put up posted speed limit signs in autumn Trail! Cars constantly speeding on Tompkins, Hoyt Drive and Phipps Drive and never any police in the area !!!
Haven't been here long enough to answer these questions
Higher property maintenance, especially on the major streets. In the last 5 years the city has began to look shabby.
HOAs are not effective in stopping parking on both sides of subdivision streets. We Need city intervention because emergency vehicles will be unable to access residents in need. Offenders keep parking without consequences.
Housing under \$200,000.
How about having a paper shredder event sometimes. And maybe a electronic recycling event.
I am concerned with the people who are panhandling in our community. Most are respectful but a few have been rude.
I don't understand why I have to pay my water bill in person and not online like I did when I moved here - very inconvenient.
I live my city. If I HAD one thing to change it would be to ask the garage personnel to review the quality of the recycling bins and if they need to be replaced bug in a work order to have them replaced. Any way we could get trash cans that are large with lids am that are common for each house like other city. It would make our city look nicer in trash day.
I love Port Orange. Can't think of anything that would make it better.
I put the tree leaves in plastic bags and the city takes them to some place. It would make more sense for the city to use the vacuum trucks to clean the gutters and storm drains of leaves. The homeowners that clean up the leaves have to work very hard. But there are people that do not clean up at all. The economics, the damage to sewer drains, the beauty of the area and the public safety should all make this an easy decision.
I think we need less fast food joints and gas stations and more industry with better paying jobs. Would like to see some bigger corporations with benefits closer to us.

I think you're doing a good job.
I used to be able to look at my utility bill online. You no longer have that service - please re-instate it. fix the online access to Utility Billing
I walk a lot and am always concerned about the City Center. I believe more police presence is warranted - cars "fly" thru crosswalks, do not stop for pedestrians and speed in front of the college. Police could make a fortune writing tickets. I've also noticed streetlights not working around pond.
I went on the youth recreation website this week and it is not updated.
I would like to see another park built. with fake grass and a fence that goes around the whole park that locks. Also a separate area for swings so the little ones can play freely without getting knocked down.
I'd like to see more industry come here as opposed to apartment buildings being built. Industry that brings with it higher paying careers. There's got to be a way to attract more businesses that bring high paying careers with them right? Port orange is a beautiful city with great schools, safe streets and a short drive to the beach. I'd like to see some more sustainable businesses set up shop here as opposed to restaurants and other low paying retail jobs.
idk
If building and growth of apartment housing was slowed. We are getting overcrowded and traffic is getting ridiculous.
If the police officers stop hiding behind bushes and trees in school zones. The job is to protect the children and not make city money. Have we forgotten the mission?
Improve cost of water for port orange.
Improve safety
Improvement in the education system and curriculum. Having gone to school and growing up in Pennsylvania, the schools here do not have a strong enough curriculum, which makes me worry about the future of my children now.

Improvements to address traffic congestion on main corridors, improve traffic patterns to interstate (Taylor Rd needs left turn to I-95 at Dunlawton)
Increased activities for seniors at no cost. They support this area as much as tourism, races, bike week, etc. Thanks!
increased police enforcement of traffic issues: speeding, running red lights, left turns thru red lights, tail gating, road rage, illegal monster trucks on road, etc.... Better law enforcement from police department enforcing traffic violations, ie: running red lights, left turn on red lights, aggressive tailgating drivers, cell phone users while driving, etc.....
Increasing the development in the river district and along the interstate, to increase the appeal of our city.
Instead of clearing land and building new infrastructures 98% of the time, enhance the old!! We do not want to be Orlando. Leading into my next concern, our city is overwhelmed by new housing. I'm in the apartment industry and everyone occupancy is horrible. Prices are being driven through the roof and soon it is going to eliminate the most hardworking people, the middle class.
Intersection safety. Traffic safety: street signs, and side streets merging onto major roads.
It would be helpful and save money/water if the sprinklers did not run on a nightly basis. The water often floods the streets or there are sprinkler heads that are broken. This is just wasteful.
I've lived here for 51 years and am satisfied with it.
Keep taxes low.
keep the homeless people out of parks and provide more homeless shelters. less of permits and code enforcements on small projects and make it easier to get a handyman's license
Keep up the good work!
keeping up with traffic growth especially during rush hours
Less apartment buildings and more parks for walking or biking.

less building in congested areas
Less building. It is getting too crowded and the beauty it once had is disappearing.
Less multi-unit development. Would like to see more green space left in these large complexes.
Less Overloaded Dump Trucks destroying local roads that they have no business being on
Less rules and regulations. Less intervening with private party. Absolutely do not outlaw short term rentals
Less taxes, its gotten very high
Less traffic
Less traffic, less development
Let's business closings, resulting in less abandoned buildings sitting around for months at a time.
Loosen requirements for permits and stop nickel-and-dining everyone for city services and permits.
Lower rent costs.
Lower water bill. I moved from Baltimore Md water bill avg \$25 a quarter. Port Orange \$70 a month for 2 people is very high. Monitor trash trucks spilling trash on Williamson Blvd.!!
Make it more of a community. Have more things to do restaurants activities etc. utilize the river walk more and possibly have shops or food trucks or restaurants or venders there more fix our port orange sign at the bottom of the bridge you can't read it all because it's curved no water no lights Plus the other side has a pretty lighthouse and an ugly sign right next to it. Make it pretty.
Make it possible to pay bills online again.
Make the city the safest one for its citizens and visitors.

More affordable housing options
More code enforcement and additional police.
More community events
More events at the civic center.
More kid friendly recreational areas
More noise restrictions vehicles
more POLICE visibility = hardly ever see one!!
More qualified employees.
More roads, stop developing, better safety at schools, stop the congestion.
More small, local owned businesses and restaurants. More nightlife. The city shuts down by 10pm.
more upscale shopping. Bring in Trader Joe's. Bring back on-line water bill payments!
Multi-level parking garage at the YMCA
Needing less permits to do minor work on homes.
No Complaints from Me
No more building which would help with the traffic.
Noise ordinances
Of course Safety is an issue. Police never mandate cars running thru red lights at every stop light! I seen a policeman at a stop light and he seen a car go thru red light didn't even go after him!! Online bill paying for utilities again! Better response from city officials.
One more ambulance.

Online bill pay for water / utilities Clean up trailers at the entrance to Bruner ave off Madeline. Very run down. Almost didn't buy house on Viking dr because of it. They are an eyesore
Outside Security at Public Venues i.e. parking lots
Pay utility bills online
Place traffic circle at Hidden Lake Dr & Willow Run to slow down WR & allow cars to exit Hidden Lake during school/rush hours
please bring back a better website for utility bills
Please provide secure online utilities pay bill
Please quit building so many new communities. The traffic is terrible on many roads.
policing for speeding vehicles on side streets
Port Orange is being over developed. We are losing the small town charm that we have had. The infrastructure cannot support the number of people living here already and the building of more housing continues. Mostly older people coming here after retirement. We don't need more stores and restaurants that only hire part-time, pay minimum wage and people have to work multiple jobs to get by. Now some of those places are even cutting back on hiring and placing self-service checkouts in. There is not much for the youth growing up to stay here for. So many people have to travel towards Orlando, Jacksonville or Cocoa to get a good full-time paying job. Sitting for hours in traffic as well. Living here instead of there because it's cheaper. We need the jobs and opportunities here.
Proofread your survey
public safety and traffic flow on Dunlawton Ave.
Raising the pay for Fire and Police employees. Increasing their economic stability will ensure we have a strong, supported workforce.
Rather than allowing new stores to be built, use existing empty structures.

RECYCLE: Invest heavily in the best recycling technology and practices. Fine/credit homes that recycle improperly/properly.
Reduce traffic
Re-institute the TNR program
Remind all employees who they work for.
Remove some calcium from water
remove the Bum on the corner of Herbert and Nova Rd
Remove the median on Madeleine at Clyde Morris for the left turn lane
Respect wildlife we are building so fast and displacing the wildlife and the local community.
return online water bill pay
Rezone and stop zoning my children to be bused to an unsafe DAYTONA BEACH school when there is a middle school under 2 miles from my home. Get rid of the panhandlers
safer. lower costs and budget. lower taxes
Safety
Same thing as previous two years. TRAFFIC and enhancing our roadways, streets, traffic signals. Still see little to no improvement.
shrimp toast and Christmas train gardens
Sidewalks along north side of Herbert st from Nova west to where they stop now. Very narrow space to walk for about 500 ft from Nova to up past Silver creek Run
Slow down building apartments until infrastructure is ready for them.
Slow down the growth for a bit and focus on redeveloping existing areas

Smart lights on Dunlawton. More usage of blinking yellow for making turns at the intersection. I would like to see adult movie night under the stars with romantic comedies, food trucks, and popcorn. Why should kids have all the fun?
Some of the intersections, I believe are dangerous. For example the corner of Clyde Morris Blvd. and Herbert Street. It's difficult for people to safely move into traffic from the Gas Station on the corner, onto Herbert Street. Perhaps a signal with an arrow for people turning from Herbert onto Clyde Morris Blvd. would help.
Stop all of the building. Our schools and roads can't handle it!
Stop building apartments
Stop building as the city is getting overcrowded and traffic is intensifying
Stop building it's getting out of control
Stop clearing and developing new shopping areas when there are plenty of vacant existing building and lots. Fix whatever security issue you ran into and bring back the online bill payment system.
Stop cutting down trees and replace what is being killed. We used to be known for the wonderful foliage that we have the hurricanes in the community development ruining the quality of life. When taking down trees, plant more. Our trees are being felled, Due to hurricanes wind and people just cutting them down and not re planting them the canopies that we used to have are slowly going away and that is sad. Port Orange was known for the beautiful trees. I see them being cut down every day, but I never see anybody coming in with a new tree.
Stop taking garage sale signs down before Monday. Get rid of panhandlers on street corners. More professional & nicer employees in code enforcement.
Stop the speeding on every street, Clyde Morris is a racetrack, it is unsafe, motorcycles need lights on, it's hard to see them, all lights on in the rain,
Stop watering so much. It gets all over the roads. Such a waste of water.
Street fairs or art shows.

Streetlights on public roads, in neighborhoods, and on the freeway. This would decrease crime and car accidents. Required security cameras in public parking lots. More visibility around corners via sign placement and upkeep of shrubbery. Synchronized streetlights on major roads. A turn lane at Spruce Creek and Dunlawton. A longer, more accessible turn lane on East bound Madeline Avenue. Two lanes South bound on Williamson.
Stricter uniform Code Enforcement
Survey needs a number 4 - satisfied!
take better care of its employees; financially; it is really hard to make a living on what the city pays without overtime need to bring hourly pay up so we can keep qualified help not just a body in position, its not fair to the hard working long time employees to have to train the new hires and then they go to sister cities and make hire wages then the person who trained them.....
Take the Fluoride out of our water.
Taking care of existing residents and areas and stop with all the pud time. We need doctors not more residents on poorly maintained roads with terrible traffic control.
Tell the cops to ease up, I've lived here 5 years and am a professional adult who uses his vehicle for work and never so much as speed yet I get followed like a criminal anytime I drive anywhere.
Texting online payments for water bills.
The city is growing fast. New home and business but the roads need to be made wider. The traffic has begun to be like in the very large cities "gridlock"
The cops should be WAY nicer; thought should go into residents' homes before building businesses; traffic flow; it'd be nice to pay utilities online.
The traffic is getting ridiculous. Especially on Dunlawton
Too much housing development, overcrowding.
Traffic flow especially on the side streets. No turn signal for Madeline and nova for 20 years now are you nuts!

Traffic law enforcement.
Traffic on Herbert is awful school mornings and afternoons. The traffic drive through Twin Gates speeding on Irongate. Never see a police officer checking our Street.
treat the potable water for excess minerals (hardness). Its lousy. coats everything it touches and ruins plumbing fixtures (seals on valves, flapper valve rubber, shower curtains, chrome pitting, etc.
TRIM THE BUSHES THAT CREATE DANGEROUS BLINDSPOTS FOR KIDS RIDING BIKES AT INTERSECTIONS! I've been mentioning every year. Zero concern shown by Port Orange. Major issues at CVS entrance on Clyde near Madeline.
Utilize county inmates to pick up litter on a regular basis
Utilize crossing guards in school zones instead of having the police yank people over to write tickets to people trying to make a correct turn during a 15-minute span at 2:30 Pm. People are supposed to read a small sign to see if they are turning left at the wrong time of the day. A crossing guard should be on the corner of Clyde Morris and Victoria Gardens near Spruce Creek HS. This is a racket to raise money for law enforcement. They should be out on Dunlawton Ave. and Nova Rd. yanking people over for darting in and out and not using turn signals. I have even seen the police not use a signal. Gardens? I made a left turn at the wrong time and was promptly yanked over so I could get a ticket. There should be a crossing guard on that corner so people don't make an improper turn. I have never had to read a tiny sign at a corner that says no left turns during certain times of a school day. Every other city has crossing guards posted so people don't drive incorrectly near schools. And on Willow Run Blvd. they are handing out \$450 tickets willy-nilly when the school is 4/10 of a mile from the corner? The officer is snagging everyone he can that turns off Williamson and is going too fast because he is hiding somewhere so he can shoot them with radar. Then he waits till they almost get to Clyde Morris to pull them over? I am about ready to sell my property in Port Orange due to the harassment in school areas. I am one of a few people who use my turn signals and stay in my own lane instead of darting all over the place. Where are the cops on Dunlawton Ave. or Nova Rd. Last year I had to listen to gunfire behind my house that sounded like an automatic weapon. I dared to mention it on the Nextdoor site and people said it was normal target practice. I had never heard it before or since in 10 years.
visibility of plans for next year 5-year 10 year vision are we planning or reacting?
We have availability to so many wonderful amenities, and everything is very accessible.

We live in Kingswood neighborhood. The quality of life would be 1000% better when: 1. The generator unit attached to the southeast corner of City Hall goes into a startup/test mode each Monday morning at 6 a.m. It wakes us each time. Terrible. 2. Garbage collection somewhere in City Center is likewise done early in the morning, usually around 5am!! The dumpster(s) being emptied make a loud noise and wake us. This past week they emptied at 4 a.m.!!! Should be no loud commercial level noise prior to 8 a.m. so residents living within earshot may enjoy peaceful living.

We love our city and enjoyed the sports opportunities provided for both boys and girls. The city has grown so much in the last 32 years. The one thing that we find irksome is the consistently poor traffic flow on Dunlawton. I am not just referencing the debacle at I-95 and Dunlawton/Taylor, which is a nightmare on its own.

We've got good roads. Traffic is only heavy during rush hour and some hours on the weekend. We've got a great mix of big box stores and small stores. I don't think we need any more apartment complexes to increase the population density.

Widen Williamson Blvd to 4 lanes. Paved the roads.

Would like to be able to view my water bill online each month again

District 3

Bring back panhandling ordinance enforcement

A "downtown" area- like how New Smyrna has Flagler Ave or Canal street. An area with shops and restaurants (NOT CHAINS). Also, being able to turn left at Taylor and Dunlawton again. please!

A hospital

a mountain bike park

A traffic signal on Airport Road between the Sabal Creek and Cypress Head communities.

Add a dog park

Address traffic issues

Affordable housing.
Alleviate traffic congestion, especially on 421
Allow water bills to be payed online again.
An online payment system for water utilities.
Another elementary/middle school in district 3
Another exit off I-95 that would help relieve the congestion at the I-95 ramp.
Auto payment was stopped need it. Keeping a clean fresh look to the city. Community services. Infrastructure improvements.
Automate a credit card payment procedure that works rather than calling in every month to pay.
Be able to again pay water bills online
Be able to pay bills online
Be able to pay water bill online again!!!
Being able to pay your water bill online. Force water department to stop estimating usage and start actually checking meters, you are stealing from your citizens.
Better and wider streets for more, better transportation
Better assessment of roadways.
Better concern for the individual as well as the ability for a person to get in touch with people in charge of departments to be able to express concerns and problems
Better control of rental units. We have absentee landlords that do not respect others and do not keep up there Property
Better educated cops friendly water dept people that understand they work for the citizens and that flexibility is needed in some situations.

Better enforcement of driving rules of the road
Better lighting
Better lighting on Dunlawton
Better maintained dog park with additional seating throughout dog park (more benches). Several were removed.
Better management of the rapid growth of high-density housing (i.e. apartments, large housing developments) with the roadway/traffic infrastructure. The roadways west of I-95 are not adequate to reasonably support the volume of traffic, especially at the rate new development is occurring.
Better mass transit.
better oversight over new construction of new businesses or residential development. too much sprawl over the last 3 years.
Better planning on new roads
Better planning that takes into account water and transportation needs BEFORE development plans are approved.
Better police department. Less worried about "being safest city in FL" and more about properly training law enforcement.
Better routing or someway to decrease traffic, especially on Dunlawton.
Better school system and increased library classes
Better sidewalk and street maintenance for older established neighborhoods and code enforcement compliance
Better signal system on Dunlawton from Clyde Morris past the 95 corridor. Extremely backed up, drivers in a hurry.
Better street lighting!

Better streetlights
Better Traffic Control
Better traffic control / less people on the roads
Better traffic control on Dunlawton
Better traffic control.....(less traffic)
Better traffic flow
Better traffic flow
Better traffic flow at Dunlawton and Clyde Morris
BETTER TRAFFIC FLOW ON DUNLAWTON
Better traffic flow on Dunlawton Ave
Better traffic flow/road infrastructure
Better traffic maintenance, increase flow, create optional routes for through traffic
better traffic management
Better traffic pattern on Dunlawton
Better traffic patterns, ability to pay utilities online without being hacked
Better traffic situation on Dunlawton Ave. maybe more lanes or alternative roads to get to houses past I95 i.e. summer trees etc.
Better trash pick-up and better recycling pick up.
Better vision and leadership from elected officials.
Bring back a program for making monthly online utility payments

Bring back glass recycling!
City is approving too many clear-cut areas and apartments. Not happy about storage areas going in higher end areas that are unsightly like south Williamson.
City planning has to do a better job regarding the new construction and traffic to the local area. Impact fees must be raised.
Clean up trash along Tomoka Farms Rd
Complete the Riverwalk Park corridor and connection to over the bridge Down Under area.
Conservation and recycling improvements
consolidate the fire service into the county. there is no reason we should have to pay for two fire services- county and city
Continue the path currently in place; ensure public streets are in good shape and safe. Port Orange is growing quickly; development is vital to the city's well-being.
Continue to improve traffic management.
Continue with Stricter/enforcing Zoning Laws and Less people...I love Port Orange...The City Employees are wonderful. Thank You
Control growth and resolve the Yorktowne traffic issue
Controlling the growth and traffic along the west end of Dunlawton.....planning in this area needs to be addressed and implemented to allow the flow of traffic to be maintained.
Crack down on poor driving habits and speeding.
Cut down the time waiting at traffic lights!!
Cut spending. Fix the online payment system at the water dept.
Develop the waterfront along the Halifax River.

Development of a nice "main street" eclectic shopping area with upscale trendy restaurants. Less low-end chain restaurants and more quality restaurants.
Do something about the homeless.
Do something about the traffic! But I don't know what you could do. House are going up everywhere and the roads are already so congested
don't know haven't lived here long enough
Dunlawton traffic is horrible and the code enforcement sucks they have no clue what they are doing
Ease traffic on Dunlawton.
Easier access to the water dept.
Efforts to improve traffic flow on Dunlawton (at least by 95)
Enforce traffic law
enforce traffic laws
Enhance the timing of streetlights to reflect traffic patterns, especially on Dunlawton in the afternoons.
everything ok
Fewer gas stations. Please stop allowing every undeveloped corner lot to be turned into a gas station. We do not need this many and they do not contribute any meaningful experience or convenience. What about micro parks, or tiny wildlife sanctuaries, or something unique that citizens can enjoy that sets Port Orange apart? Not another dirty, overly-bright, unnecessary convenience store. Find a way to generate tax revenue from something else or a different type of business.
Finding and implementing a new online utility payment system.
Finding ways to improve traffic flow.

Fiscal Responsibility
Fix ability to pay utilities online. Noise pollution from vehicles and loud music needs to be controlled, impact to veterans with PTSD.
Fix online bill payment for water.
Fix that traffic mess at Dunlawton & 95. limit the growth. hell the whole length of Dunlawton. it makes me feel like I'm back in California
Fix the streets
Fix the infrastructure
Fix the lights on Dunlawton, expand Williamson to four lanes through a cooperation with Daytona, Volusia County, and the State. Get a online water payment system again. Address the lazy recycle people who tend to make a mess when they pick up recycling.
Fix the online bill pay for starters. Have more street sweepers cleaning streets and use convicts for litter pickup.
Fix the online billing for the water department
Fix the online utility billing. It's not that hard, every other government in the County can do it except for you people.
Fix the school pick up traffic that occurs miles from the school and the speed limits that are a great distance from the school.
Fix the timing of the traffic lights, worst I've seen nationwide! Fix the online utility payment system!
Fix the traffic situation at Taylor, I-95, Williamson area. This place is crazy. Even trying to get off the PO exit going south on 95 traffic builds up on the ramp. What a mess! Traffic is outrageous in this area and more building apartments across from Pavillion just makes more of a mess! Dunlawton at Clyde Morris and Yorktown is ridiculous too! Going west on Taylor under the I-95 is a mess too! FIX THIS ISSUE!

Fix traffic on Dunlawton by finding funds to make an exit in NSB for all the cars turning south on airport road. Dunlawton and rt 95 are the worse in traffic backups. Thank you.
Fixing the traffic jam situation at Dunlawton Ave and I-95 Allowing Realtors to have OPEN HOUSE signs. Open Houses are the lifeblood of Realtors to earn an income and also help Port Orange citizens to sell their homes and buyers buy their homes. I think the OPEN HOUSE SIGN ban is ridiculous and archaic. Consumers love to visit open houses.
free rides to senior's who need rides
Get rid of the homeless that are starting to show up everywhere in port orange. It is starting to look like Daytona with transients panhandling.
Get the online credit card payment fixed for water billing.
Get the utilities online!!! If you don't drive everything has to be done by snail mail without confirmation of payment.
Getting rid of the corrupt police department's administration and the city manager.
Greater preservation of the quality of life many of us moved here for.... expanded green space buffers. Wider easements on new construction. Less storage unit construction!!!! More funding for roadway trash cleanup...Daily in a city this size!!! Work with the pavilion owners to salvage before it falls apart- it's half vacant and deteriorating to a point no business will want to move there. Lastly the water is terrible. A completely new leadership team that is focused on quality of life and long-term growth for the residents of Port Orange. Too many projects have gone to the wayside and some areas of Port Orange look undesirable and hurt property values and potential business growth.
Growth Reduction
Happy to here, roads are a lot better than New York.
Have better police....
Have utility bills be able for automatic billing through a credit card
Help relocate and help meet the needs of the people who are panhandling and appear homeless in Port Orange. Also Water department is very difficult to deal with. They make it

difficult on anyone who has to do business with them. Have experienced the frustration ourselves and have witnessed many people at City Hall frustrated with them.
Higher pay rates,
Holding people accountable for the maintenance / cleanliness of their properties in the non HOA subdivisions and not allowing short term rentals in residential neighborhoods
I feel that this is more of a county issue than a city issue, but I wish there were a few more bus routes for Silver Sands Middle School because the amount of traffic around that school in the mornings is insane. We are 2 miles from the school and when we transport our child to and from school, the burden on the parents, students and the 3 police officers managing the traffic seems easily resolved by adding a couple more busses.
I feel the area is growing and the roads are not able to handle the traffic throughout port orange.
I have lived here for 20 years. In recent years overpopulation and overdevelopment have just about ruined the quality of life here. We can't get into our favorite local restaurants (while chains are popping up everywhere). Grocery shopping is NOT a pleasure. Forget going to the beach; it takes half an hour to get there now with traffic, then there's no place to park. Stop building apartment complexes!!! We don't need any more strip malls and fast food restaurants. The Port Orange I moved to 20 years ago cared about how the city looked and about managing growth. It looks to me like greed has taken over. Please slow down. And also please learn how to do online billing.
I have lived in Port Orange since 1986. I am very disappointed in the development that is being done in the city, especially west of I95. The traffic is terrible and you keep allowing developments on Airport Rd., and apartments along Williamson without any thought or concern for the residents living in the city. Every apartment or home being built is averaging 2 cars. Where are you going to put them? Dunlawton can NOT handle anymore!! Stop growth!! Growth is not always worth the extra money!!
I know less traffic would be wonderful but not available. I also want the water to not have so much chlorine in it, my clothes are bleached after 2 washings.
I know manpower is a factor in all cities but when you have the ability to have an officer in a school zone but he is somewhere else knowing that school zone is an issue I find that a problem. I also know that having problems with neighbors is an issue but if a resident is

always getting called about the city should find a way to assist the neighborhood with them too.
I love living in the city of Port Orange. I am not a very outgoing person, but I enjoy and appreciate the city's active efforts in promoting the safety, wellbeing and camaraderie within and throughout the community. Though the rapid increase in development is a bit disconcerting, I do realize Otto be par for the course where growth and increased city revenue are concern. All in all, Port Orange, in my humble opinion, is one of the best cities to live and raise a family in Central Florida. Thank you, your faculty and facilitators for ALL you do behind the scenes in managing this great city. Thank you also for giving me a voice with this opportunity - keep up the great work!
I love port orange. Just want wait until they fix the website for water bills so we can pay online again.
I was one of the clients who had their bank account compromised through the online eft program. Better safety measures need to be taken.
I will say this again and will go unanswered. WE NEED A LIGHT AT THE INTERSECTION OF NOVA AND MILES HOW MANY MORE PEOPLE NEED TO DIE SENSELESSLY?? Look back and see how many have died or seriously injured.
I would really like the online utility bill pay to be repaired. Water deposits seem very high for new residents. Is there no way to scale this? Credit check? Utility payment history?
I'm concerned that the rapid development is not matched by planning efforts- especially along Dunlawton.
Improve Dunlawton! Traffic specifically.
Improve the Cypress Head Golf Course. Playing conditions are a poor representation of the quality of life in Port Orange.
Improve the drinking water.
Improve the quality of the water. Lower utility costs.
Improve traffic on Dunlawton Ave.

Improved traffic flow in the Williamson Dunlawton I-95 area.
Improving traffic on Dunlawton Ave., More activity options for children. i.e.
Increase employment opportunities and continue to bring much needed stores, restaurants and other ways of producing revenue for the city.
Increase tax to pay for services. Being one of the lowest tax rates is not necessarily the right choice.
Increase the police and traffic dept. More Police & Traffic enforcement
Increase visibility for drivers by trimming and/or removing shrubs, trees, and other undergrowth that interfere with safe operation of vehicles.
Infrastructure keeping pace with growth, namely, roads & traffic.
Install animal waste bag dispensaries and receptacles in common areas of residential neighborhoods, including those managed by a Homeowners Association
Internet access to pay utility bills and all other city bills taxes etc. get internet axis to pay bills online the only city in the country that does not have internet axis
It would be great if I could turn on water when I buy a foreclosure home before I get the Certificate of Title. Other cities let me start water when I get the Certificate of Sale, but PO requires me to get the Cert. of Title which takes an extra 10 days. Other than this one small thing I think PO City Gov is doing a great job. The people at the water desk are awesome. Let me pay for water even if I do not live there yet.
It's too late. The planning in the city of Port Orange is awful. The traffic patterns are unsafe. The overdevelopment around I-95 is unsafe and ridiculous. We moved here because it was safe and quiet. Now it's high-stress and unsafe. :(Lower water rates. We shouldn't have to pay for the mistakes of others who didn't collect for water use in other cities.
Keep development low so you don't overload your service capabilities.
Keep homeless away from Port Orange! Do away with "kill" pet shelters!!

Keep non-Port Orange residents out of our community gatherings. (i.e. Family Days, parades, etc.)
Keep pan handlers out of Port Orange, also revamp traffic on Williamson and Dunlawton area. traffic in that 95 area is awful!
Keep register sex offenders out of our city, making sure that the police have resources to keep our children safe.
Keeping common areas cleaner, roads cleaned, city should have merchants keep their facilities cleaner and grass cut and weed free. I have seen this city nicer looking, please clean up the I 95 exits
Larger more visible retailer signs, slower speed limits on major roads (Dunlawton, Nova, Clyde Morris, Ridgewood). Changing Taylor Rd Ext which should be left turn to 95 an Taylor Rd, west bound so you don't have to go east to go west. you already have Clyde Morris and York Town to go east. Always a bottle neck as you approach 95 from east to west. Finding Dr. office or even Walmart on Dunlawton is difficult especially for tourist and elderly who cut you off constantly,
Less building and less traffic. wherever you look there is more building going on and chasing away the wild life.
Less business development and traffic especially on Dunlawton and Williamson and at the Pavillion. Less development on Taylor and Williamson. Traffic in this area is awful.
Less construction and less traffic on Dunlawton Ave. Better timing on the traffic lights
Less development and traffic! Enough is enough
Less development, less traffic
less future development ...we have enough stores and homes and traffic can be a nightmare without adding more to it.
Less growth
Less housing being built

Less population. It's getting too crowded. It continues to become overcrowded, perhaps less apartment complexes would help.
Less property development.
Less sprawl and more attention to repurposing older buildings.
less traffic
less traffic
less traffic
Less Traffic
Less traffic
Less traffic
Less traffic
Less traffic (or better traffic control); a SECURE portal for making online utility payments (my credit card, along with many others, was compromised last year and thieves took \$700 out of my checking account).
Less traffic and changes in the tree policy. If Port Orange is so concerned about trees, why do they promote development that wipes out acres of trees and then nitpick the residents with petty tree requirements. Seems rather hypocritical.
Less traffic and less new housing development
Less traffic but that is not going to happen with all the new developments going up. Slow down the building approvals.
Less traffic congestion
Less traffic on Dunlawton
Less traffic on Dunlawton Ave.

Less traffic on Dunlawton Ave.
Less traffic!
less traffic!!!!
Less traffic!!!!
Less traffic, less housing and apartment development, more grocery stores
Less traffic, less reliance on cars, better water quality
Less traffic. City maintaining property especially property adjacent to my neighborhood
Limit construction and deal with the homeless/panhandlers more effectively. More family centered parks and activities for families and intergenerational families.
Looking ahead to what is really good for the community and not just what is bringing in the most dollars.
Lower property tax
Lower Property taxes for new residents
Lower tax rates. Base a significant portion of Public Employee pay (especially Community Development) on citizen feedback.
Lower taxes combine creek and Atlantic high schools.
Lower the fees for youth sports; make it cheaper the more sports you play per year. Too many homeless camps in the city. Spruce up the 95 and the down under area. Make the utility company's take down the old wooden electrical poles on US1. Farmers market at the new riverside park. Focus on the employees who make Port Orange what it is. Fire, Police, and city employees preserve and protect what we have. The city needs to realize turnover only hurts the city. Value the employees who work hard to keep Port Orange beautiful, safe, and booming!
Maintain the City Golf Course to a high standard.

Make sure all City sidewalks are safe because they are NOT in Maplewood Estates. Elderly have fallen and hurt themselves. Our sidewalks need attention badly. Thank you in advance.
Make traffic lights more efficient instead of making traffic stop at every light with poor timing, it encourages bunny hopping off the line to beat the next red light. Maintain roads used by dump trucks on Williamson/Town West Blvd which are taking a beating since they were not paved to have heavy duty dump vehicles traveling daily to cut their path to the dump short. Bring back online pay for water services for crying out loud, it has taken way too long to not have a replacement in place and has been extremely poorly planned.
Make Williamson Blvd wider from the Pavilion, over the 95 freeway to Beville. It would be nice to add a right turn lane on Williamson at Taylor going southbound and align the intersection, I see a lot of near misses with northbound and southbound traffic on Williamson.
Manage growth and the infrastructure that accompanies it better. Dunlawton corridor is unacceptable and far lags the growth that is feeding it. Your survey does not allow for N/A where applicable and leads to skewed results
Manage growth carefully. Protect and maintain infrastructure capacity. Improve transportation systems and capacity
Manage the traffic better. The traffic lights need to be synchronized. The growth has not flowed well with the traffic. Better planning is needed.
Middle/high school sense of security.
More bicycle friendly. Better infrastructure to get places safely by modes of transportation other than a motor vehicle. Better support of small businesses in Port Orange.
More classes for seniors like dance lessons and other activities for seniors.
More convenient public transportation.
More green spaces, stop cutting down all the trees for over development.
More jobs and business services

More mosquito control in Harbor Oaks between US1 and the river. Also, please don't work on the Dunlawton bridge during am, pm work hours please
more organized sports leagues
More Parks, Playgrounds and REC Centers.
More police presence for traffic violators. I see someone run a red light almost every day
More public transportation
More recreation for kids/teens.
More recreational opportunities and restaurants.
More restaurants!
More safety personnel on the streets and better street lighting on side roads
More space between homes in a hoa development
more stop lights by HOA like Summer Trees entrance and Williamson
More street lights.
More street lights.
More traffic enforcement at stop lights + stop signs
More traffic lights
more/better bike trails, extend willow run req area
much less auto traffic. less commercial entities in the midst of schools & private housing
Need better infrastructure to accommodate the continued growth and more restaurant chains.
need more road improvement

New city manager
New upper level leadership
No action needed
No more homeless people sleeping on sidewalks
No suggestions. Great place to live!
Not allow panhandling
Not having to get new debit cards from fraud because of paying the water bill online. This happened to me twice.
offer a full-time beach and airport shuttle.
Offer higher paying jobs with substantial businesses that can fulfill this responsibility.
online water bills
Pass ordinances to stop panhandling and vagrancy. Then enforce them because there is help available which is best for the individuals to face their individual problems and get professional help. It is more humane.
Pave more streets.
PAY UTILITIES ONLINE
Pay water bill easier when the system is down. Fix all the roads that at torn up and so bumpy on Town West from all the large constant construction trucks and equipment. Stop with so many apartments and bring some health options to Port Orange we need something other than pizza and burger places and the only salad bar is at Cici's. How about Sweet Tomatoes or Jason's Deli?? And the lights on Dunlawton are terrible and need adjustment to try and alleviate some of the congestion.
Pay water bill online
Paying water bill online securely.

People being kind and courteous
Port Orange is a great city, my family is proud to be a part of this community. Keep the good the good work.
Port Orange is wonderful, but maybe cut back on developing apartments and townhouses.
Preserve more trees, stop allowing clear cutting. Development of program for our Osprey's and Eagles. Stop allowing clear cutting by developers and development of a plan to help our eagles and ospreys deal with the destruction of their trees for nesting and hunting. The developers should be required to erect platforms for ospreys east of 95, and no clear-cutting period.
property taxes
Public access to Spruce Creek west of I-95, improved police training and a better way to communicate concerns
Put on website (not just social media) a better, fully comprehensive calendar of upcoming events in PO and nearby area. Needs considerable improvement.
Quit building so many housing developments, the roads cannot handle what we have now.
QUIT BUILDING!
Really don't know of anything. We love Port Orange
reduce new residential construction, single family and multi unit...the strain on the existing water supply is already being pushed to its limit...improve the recycling program...the current list of recyclables is minimal-we can do a lot better. There seems to be too much building. Our limited water supply may well be in danger. Think Twice before building more homes and multifamily residences. Recycling in Port Orange is POOR.
reduce new residential development.
Reduce property taxes. There are few homes in the \$116,000 price range in Port Orange particularly compared to the surrounding communities. Therefore, it only makes sense that those homes have a higher property tax rate than those in Port Orange because there are far more expensive homes in Port Orange to carry the load for the few lower priced homes.

Reduce traffic by increasing traffic lanes, or allowing alternative routes. As a city employee, Dunlawton has become very congested among many other places within the city. By changing turning lanes or adding an additional lane if at all possible, this could be decreased. Especially, as new housing structures arise, and businesses to better the economy.
Relax landscaping permit policies and controls for trees as they become older and more obtrusive in residential communities.
Relieve traffic congestion on Dunlawton
Remove homeless and beggars begging at the corners and roaming streets and parking lots.
restart glass recycling program
Road expansion on Williamson Blvd.
Road maintenance could use a shot in the arm. Road repair, potholes are becoming a problem.
safety
Safety is always number one. Lately the neighborhood has been subjected to very very loud bumping noise from rap music coming from a vehicle. That puts lives at risk and emergency vehicles who are attempting to save a life. Additionally it is extremely annoying. I am a pretty easy-going person too. Thank you! I LOVE Port Orange!!!
senior center activities. Less traffic; stop building apartments
Several things 1: Roads do not need grassy medians, they slow down the flow of traffic because of limited left turns. 2: Online billing and automatic bill pay for water/sewer/trash needs to be brought back. 3: Recycle rules are becoming more and more strict to cut the cities expenses; Increase your efforts to recycle things like glass, cardboard pizza boxes, and certain plastics. If it costs too much, just charge more per month, at least we can reduce the amount of landfill we produce. 4: Some of the city parks do not have dog water fountains, and they would be very helpful especially in the summer months. 5: City officials need to be more accessible, with contact information and office location and hours listed on the city website in an easy to find location. 6: I don't expect anyone from the city government will actually read or appreciate any of these suggestions, so if you would like to prove me wrong and possibly restore my faith in the city leadership, email me at donaldson_eric@ymail.com

Shaded playgrounds for the kids to play
Shorter survey
Slow development. Don't let PO turn into south Florida!
slow down development in nature areas, we loved the feel of Port Orange when we decided to move here but development is rampant and the increase in traffic is intolerable.
Slow down development until traffic is less dense. Too many housing developments bottleneck major roads.
slow down the growth and catch-up with infrastructure
Slowing down the growth and being more mindful
Smarter/Quicker traffic signal timing at Dunlawton and I-95, especially during off hours
Smoother traffic flow
Somehow fix the traffic problems.....stop clearing all the land and tearing down all the trees.....preserve what is left.....stop the building.....too many empty buildings turning into eyesores.....too many apartment buildings going up that sit empty
Sorry, but I am tired of seeing grave sites along the side of the road... We have cemeteries for this purpose. Everyone has people die, we all don't have to share one person's grief. All the streets would be littered with memorials if this was the case. I have people who have died as well (we all have), I keep it to myself. I am not alone in this thought. I get really upset seeing all the memorials for people who have died on the side of the roadways. Port Orange is not a cemetery. These are private feelings and should be treated as such. Statues, flowers, stuffed animals, next we'll have candles lit every night, for years. We all have deaths in our lives, mourn properly. These have become eyesores.
STOP BUSINESS development!!! The traffic has become horrific. And we DON'T need any more apartment complexes!!!! Stop all building of business and residential. Business, reuse all the buildings and sites that are abandoned and sitting idle. We don't need more residents it is getting too congested and traffic is a nightmare!
Stop all of the new development and decrease congestion on Dunlawton Ave.

Stop all the building that's going on and adding to the traffic. We don't need more apartments or storage units. Preserve more green space. Stop building homes and apartments. We don't need more storage facilities. Preserve our green space. Traffic is bad enough on Dunlawton and Williamson. More stop lights on S Williamson to slow traffic. Cars fly down that road.
Stop allowing people to set off illegal fireworks. I guess a house needs to catch on fire (which almost happened).to get the attention of the city. If it happened to the mayor's house I am sure they will get a quick response
Stop allowing stores to advertise with people standing with signs on street corners Makes our town look like a joke
Stop allowing the massive increase in apartments and commercial properties until the infrastructure can support it. (I.E. Taylor Rd). And please stop the destruction of the beautiful, natural treed areas for these projects. It has displaced a lot of wildlife and they have moved into our neighborhoods more and more. We have lost many pets, etc from this. It is not their fault.... they are just getting chased out of their habitats.
Stop believing that every open space needs to be developed
stop building all housing, improve roads
Stop building and cutting down all the trees. Repair and maintain what we have and improve on that.
Stop building and destroying the city and its natural habitat. This used to be a great city, but it's overdeveloped without proper infrastructure. The mayor and council members are greedy and have done a poor job with the direction of the city.
STOP BUILDING HOMES AND APARTMENTS
Stop building houses and trying to jam more people in our once safe little community.
Stop building on every square inch of land.
Stop building so many condos and apartments. Less development of apts and condos so as to Preserve more land for wildlife and natural habitat

Stop building so many new developments and preserve more nature
STOP building!! You are losing the quaintness of Port Orange. Traffic down Dunlawton is a nightmare. Houses are being built too close together. Use empty buildings that are available before you tear down more trees and build more vacant buildings.
STOP BUILDING...omg how many storage facilities do we need???
Stop cutting down all the trees! It's disgusting what is happening. How about some pedestrian trails like other nearby cities have? How about not mowing over one of the largest wetlands in the state for a new community! Stop calling yourself a tree city. You are removing trees at an alarming rate.
Stop developing Dunlawton west of Nova. Traffic has become horrific!!
Stop developing every last square inch you can develop and stop putting apartments on every blade of grass in town
Stop overbuilding housing. Port Orange is becoming overcrowded. Not the quiet community it once was. Thousands of homes and apartments being built show no signs of stopping.
Stop over-development. It's gotten to the point it's almost impossible to get in or out of VoRP during the afternoon. When do we get our traffic signal? Just about everyone else on Williamson Blvd has one. If the objective is to choke traffic to a standstill lets at least do a good job of it. The recently installed signal at Town West has only made things worse. It's almost a continuous conga line now from Town West to Taylor. The traffic signal at McGinnis is totally useless and rarely used.
Stop so much more development and not have the roads to handle the increase!
Stop the building of so many apartments, housing developments, traffic is outrageous here and is only going to get worse as time goes on and more people are living here
Streetlights
The amount of trash along Tomoka Farms Road and a few other roads is terrible. We need to have some better law enforcement or clean-up along our city streets. It is a huge detractor from our city.

The cleanliness and safety
The gang of police waiting to write tickets for the left turn coming from Sweet Water Elementary School need to knock it off and find something better to do. Fix the times or remove them completely on that turn. Also, it would be nice to get some more efficient traffic control entering Sweet Water Elementary after school. Instead, you've got a motorcycle cop that just hands out tickets instead of helping make a difference.
The golf course is in bad condition and suffers from that fact and perception by area golfers in Port Orange and Volusia county. Hopefully a solution is found soon. The traffic light at Taylor and Summer Trees is brutal. Taking a left there onto Summer Trees is a long wait and many cut through the gas station to avoid the light. It is also bad that there is no turn lane on Summer Trees to head west on Taylor. Medians on Dunlawton are very, very average
The mayor and council attitude towards the citizens is not professional, it is confrontational rude and condescending. Mayor is not approachable is on power play and is not solution oriented or a leader. I have attended several meetings where he was more interested in telling citizens their time was up than creating solutions. Mayor's attitude is a know it all and disregards the citizens.
The one thing I think would make Port Orange a better place is an aggressive tree replacement throughout the city by offering, free, potted (not bare root sticks), healthy trees to property owners who'd love to plant them on their property. Trees provide fresh air, homes for insect eating birds and shade to cool the planet.
The only thing that does not make me happy and is a waste of my time is having to call in to pay my water bill. I travel 3 to 4 weeks a month and it was very convenient to pay my water bill online. It has taken way too long to get a new online payment site going. You shouldn't have taken down the old site until the new site was ready. I would have gotten online water bill payment back online. It has been months and very inconvenient since you turned off the online payment. If the City's IT department is that incompetent that they have not gotten a new system for utility bills online payments then as I citizen of Port Orange I suggest firing the department head and get someone that can get this service back up. It does not take that much time to get a new online payment system purchased and running.
The P.O.P.D. must do a better job of interacting with & serving the community. They MUST improve their reputation among our citizens!!!

The police need to enforce parking rules in the various communities. People are parking between the curb and double yellow lines and people are block sidewalks with their vehicles. The police do nothing to when it comes to the city parking statues.
The roads are at full traffic capacity especially Taylor/Dunlawton/95 area. There should be a moratorium on any further residential or commercial construction until roads can be expanded to accommodate the traffic. As it is now to get from Hensel Hill to west Taylor about 1.2 miles there are nine lights
the traffic and lights are the worst
The traffic congestion at the western end of Dunlawton is deplorable. City planning in this area failed its constituents, the city had 15 years to develop this area and the result is traffic and the waste of energy that goes with it.
The traffic created by overdevelopment DRASTICALLY reduces quality of life in this city, and I am planning to move out of Port Orange as a result!
The web pay problem is ridiculous it is far too long and not fixed. Should have been fast. Really. Why is it not fixed? My bills now get behind and you get to charge late fees. Feels like you did this to scam citizens out of more money in late fees. Fix it. Or replace those not doing what needs to be done
There are 4 points that would make it better. Not enough room here for them all
There are so many things that have gone awry this year, maybe the one thing Port Orange needs is new leadership.
There is no better place
To many people! Too much traffic! Long traffic lights!
to replace all the burnt out streetlights along Dunlawton all the way to Kohls, we live in Windsor Hill SUB and walk at night and its very dark along Dunlawton
Top Golf Location
Trader Joe's

traffic
Traffic @ Dunlawton near 95 is a mess. On I 4 how about mentioning Port Orange as an option / destination/ town???? (heading east) not even once!!! Come on people. Like those improvements tho.
Traffic congestion on Dunlawton is getting out of hand. Too much growth in that area for the road to handle. The road congestion on Dunlawton is getting very bad. Not enough capacity for the number of users. Alternate routes need to be explored. This is one of the few things that would prompt me to leave the city.
Traffic has become horrific
Traffic improvement and bring glass recycling back
Traffic is a nightmare, especially on Dunlawton Avenue. Another problem spot is the off ramp from I-95 onto Dunlawton Ave/Taylor Rd. Traffic from I-95 is supposed to yield to traffic from Dunlawton getting into the right lane to turn right on Williamson Blvd. They almost never yield, and my family and I have been close to being rammed by traffic behind us or braking hard to avoid rear ending someone who has to stop because another vehicle didn't yield from the I-95 off ramp. Maybe a stop sign or a very large speed bump would be a good idea.
Traffic issues on Dunlawton and Williamson
Traffic lights turning quicker
Traffic on Dunlawton between Nova and Williamson. traffic between Nova Rd and Summertrees (TAYLOR)
Traffic patrol. fast cut through traffic on summertrees rd
Traffic revisions along Dunlawton, timing of lights, better turning options, this road is a mess.
Transportation accessibility
Transportation infrastructure improvements, Better traffic control.
Tree permitting rules too strict for small yards

Two things: First, stop building all the apartments. It leads to overcrowded schools, worse traffic, and crime. Renters do not invest in the community like homeowners do. Second, the strip of Clyde Morris north of Dunlawton is shameful. All those weeds and lack of grass between the sidewalk and fences are an absolute eyesore. Even the dilapidated fences are an eyesore. And while I'm at it, shame on Port Orange for allowing a 3-story building to go in across from Crane Lakes on Taylor. That is so unfortunate.
Underground power
upgrade online payments, more security in that area
utility bills online again safely
walking and bike trails.
Was not pleased with palm trees being removed throughout the City and new plantings Costs to our city\$\$\$\$\$
Way too overcrowded.
We love Port Orange
We need a new city manager really bad. Jake is a joke
We need better cleanliness and signage at the I-95/Dunlawton interchange (as Ormond Beach has). It is the gateway to our city and poorly kept.
We need more shelters and programs for the homeless. Also we need better care for animals, seniors, and better service. Finally we need more financial support for low income families.
We need to build a Trader Joe's and Whole Foods which would bring more jobs. We also need more diversity.
Welcome to port Orange signage at I95
When something goes wrong with the payment services for Port Orange, when you call people and ask for payment over the phone it sounds like and is exactly like a scam. You don't call people and ask for payment over phone! That should never happen. If you have a problem with your automatic payment services then you will have to mail a document to

people and let them know and that they can go to the website to figure out how to pay. But you cannot act just like a scammer!
widen roads
Widen S. Williamson Blvd through to Beville Rd
Widen Tamoka Farms Road.
Your stupid tree rules for small lots, pushing mass developing apartments, absolute money waste on turn-arounds, less property tax
You're doing a pretty good job, I like the festivities. Only drawback is I was unable to pay my water bill online.
Zaxby's on Williamson Blvd!

District 4

Get our own WiFi internet
1. Noise abatement from i95! 2. More bike lanes to aid in bike-ability of the area, with some attempt to keep hazardous materials (i.e. broken glass) cleared 3. More parks/green space for the kids near or in neighborhoods (there's none within walking distance)- it would be nice if new builders were required to provide a park area(ideally with a playground for kids). 4. Better traffic control on Dunlawton-- the lights are very long, particularly Taylor turning South onto Williamson...not sure if that's even under city control or if it's county... 5. I feel often times the area caters more to tourists and the older population, and families with younger children are forgotten.
1. Online bill payments for utilities. 2. A developed downtown. 3. Safe bike paths.
A Main Street type area with walk ability
A new mayor and city council
A new Mayor. Or at least one that takes the time to respond to citizen inquiries.

A quality dog park like Barkley Square Dog Park in DeLand. Large, clean and attractive.
A soon to be completed storage business at Airport rd and S Williams ave will force children to cross paths with large buss sized motor homes and boats in tow driven by amateur often elderly drivers. There are 2 crossing guards, 1 on the opposite corner, and an armed school guardian as well as other efforts made by our city to keep our children safe. Why must our city force this new danger on our children by permitting this business to store such large vehicles at the expense of children's safety. Children whom this city makes such great effort to otherwise protect will now cross paths while traveling to school on sidewalks and streets with large motor homes and boats in tow coming and going to and from this business.
Add more professional higher wage businesses and less fast(junk) food low wage service jobs!
Additional traffic lanes on Dunlawton. Also another route through other than Dunlawton when going from Wmson to beachside and visa versa. Also ability to turn left at light on Taylor coming into Dunlawton. And finally please recycle glass again.
Address the traffic on Dunlawton by adding another east/west route over the interstate, and put in an exchange at I95/Pioneer Trail
Affordable rental housing and better tasting water. The safety here is probably better than most areas in Volusia county I believe. The police department is fabulous. Never had interaction with the fire dept. so I can't say. The cleanliness is very good.
After living here 39 years I have seen it grow and grow and I'm very pleased with it and happy I'm proud of where I live The city grid is fantastic You can get anywhere five or six different ways It's wonderful regime after regime has only made it better and better
An RDV type sports complex like in Maitland
As growth continues, we are going to need another access area to I95 Because traffic backs up on Dunlawton bumper-to-bumper several times today.
automated utility payments
Ban panhandlers from public streets. Fix the problem with the automatic utility payments.
Beautification projects for Dunlawton. This was accomplished in Ormond Beach.

Beautify Spruce Creek Rd between Taylor Rd & Nova Rd and also along Ridgewood Rd. from Nova to Dunlawton.
Being able to pay your utility bill online!!!!
Better access to transportation without walking long distances. More recreation opportunities for Seniors, such as exercise classes.
Better city employees and services for all the money you rip us off for.
BETTER CODE ENFORCEMENT. I SEE TOO MANY UNKEPT YARDS AND HOUSES
Better communication on what is going on, pick the hometown news and use it exclusively and drop the po paper. Let us know what activities, events in all po venues and in nsb and db area. Community togetherness. free beach pass reduce taxes lights on Williamson and all major streets, it is too dark increase police patrol during rush hour especially on Williamson from Dunlawton to Pioneer Trail improve PO website to have a user friendly what is going on for fun here, in NSB and DB improve communication to residents stop the Observer and put info on website that is easy to find
Better management/planning of growth and development within the city and traffic.
better medical care
Better parks for kids
Better paying jobs (e.g. Aerospace)
Better paying professional (e.g. aeronautical tech, etc.) jobs.
Better planning of roads and shopping centers. 95 and Taylor road, the Pavilion, and Williamson are a mess at certain times of the day, especially when schools let out? With the new development going in on Hensel Rd. Traffic is going to be extremely congested. Please start giving tickets to people who Do not think they have to stop at clearly marked crosswalks. We will have a horrific accident one day with a death of a youngster or elderly person. Thank you for listening.
Better playgrounds and parks for children, with shade cover. Something like Whistle Stop Park in Edgewater, but better.

Better public transportation, within the city and without.
Better recycling. Better garbage workers.
Better removal of dead trees overhanging public sidewalks off of spruce creek in the area of lone oak and spruce creek. Too many dead trees with falling branches.
Better timed traffic lights, many take too long and go green too short! Spruce Creek/Nova is terrible and so is Dunlawton/Clyde Morris and Yorktowne/Dunlawton. It would be nice to have an easier way to get to I-95 than going behind BJ's, it takes forever to get to west of 95!
Better Traffic control
Better traffic control
Better traffic control down Nova/Dunlawton to Sweetwater a mess traffic is Horrible. Yorktown from getting me Taylor to Dunlawton is terrible
better traffic flow - Dunlawton is horrible as is the I95 Southbound exit. Improve traffic flow
Better traffic flow along Dunlawton
Better traffic flow on Dunlawton
Better traffic flow.
Better traffic flow. Able to access water bill online
Better Traffic Light System. Way too much traffic congestion and a crazy traffic light timing system.
Better traffic movement during seasonal times.
Bike trails that connect to other towns and are not on the road like the great bike trail in Edgewater or Osteen.
Bring back pay online utilities website.
Bring back the online credit card utility bill payment.

Building dept needs to modernize, improve with online services. Utilities needs to get their act together with the online services. There has to be a reasonable alternative to just shutting down online services for everyone. Garbage dept and recycle have a long way to go as well. Staff is forever rude, incapable of handling complaints, never answers or follows up with calls or online comments, and leaving notes with a full recycle bin is not the answer to incorrect items. Not worth the amount we pay in utilities.
Bus shelters. Add provisions for bus stop shelters and seats for people while waiting.
Businesses/places for 15-25 year olds to hang out without alcohol.
City is growing too fast. Need to exercise caution. Roads are getting overcrowded. Schools are overcrowded.
city manager's response to promises
Code enforcement and traffic enforcement. Too much blocking streets with cars parked both sides and too many neighborhoods with run down houses and yards that look like jungles. They don't need to look like country club but keep the trash out of the yards at least.
Competitive pay and benefit package for police and fire. The city is once again a training ground for rookies who go to other departments as soon as they can do so because they don't believe the city council supports them and their families. These are the men and women who keep us safe. They need to be shown respect and gratitude instead of lip service.
Completion of the Riverwalk area.
Connectivity with Public Trails.
council people that advocate for the citizens instead of the bureaucrats and famous families developers
Courtesy and security
Deal with the traffic situation. Alternative travel routes are needed. You should be able to coordinate the traffic lights better without a sales tax increase.
Do more to help with the homeless

Do something about the gridlock on Dunlawton. It's almost impossible to patronize any of the businesses there on the weekends.
do something to better traffic control along Dunlawton Ave. from U.S. 1 to Williamson Blvd.
Due to the growth in the area, I would like to see some public pickleball courts built west of I-95.
Dunlawton Ave from Williamson east to Yorktown is a traffic engineering failure...but you already know that ;-) Fix the traffic on west Dunlawton Please...,
eliminate the traffic problems that continue to grow
Fix Dunlawton
Fix heavy traffic problems
fix the neighborhood roads and utilities billing so I do not have to call every month to pay
Fix the online utility payment system
Fix the potholes on Airport and Williamson et.al.
Fix the road surface at the junction of Taylor road and South Williamson. Street surfaces streets have areas of broken surface spots like S Williamson and Taylor Road on going north and returning south some are fixed but there are more
Fix the roads inside Water's Edge. They are terrible!
Fix the traffic issue on Dunlawton.
Fix the water utility online bill payment and knowledge of city customer service reps.
Fix the Yorktowne behind BJ's by allowing a Left yellow at Taylor and Dunlawton
Fixing traffic.
Focus on speeding in community (e.g. Taylor Rd east of I-95), Dunlawton and Nova. I've seen vehicles ticketed for not turning into the lane closest to them, but watched cars go down

the above roads at least 10 mph over the speed limit. I'd rather see a focus on these violations. Also a crackdown on the people doing U-Turns when clear no U-Turn signs are posted.
Follow the example of FP&L on service starts. City requires too much for simple matters...way too much,
For me personally, a sound barrier wall along the east side/northbound side of I95; in general, do something to lessen traffic congestion especially Dunlawton Ave. Thank You!
For the water bill to be able to set up online payments once again.
Garbage collection is poor at best. Living in Rolling hills and having a house in the Vineyards, they constantly leave yard waste if it isn't more than two palm fronds. Traffic is becoming ridiculous from Lowes to Williamson.
Get back to online bill pay.
Get better employees that actually care and a competent police department not a bunch of undereducated racists
Get online bill pay for water/sewage/trash.
Get online utility payments re-established and fix traffic. we need another east-west corridor
Get rid of all the drugs and the homeless in Port Orange
Get rid of FPL as electric provider
Get rid of homeless on the street corners. Make interactions with city officials about the homeless issue better.
Get rid of panhandling
Get rid of the City Manager
Get rid of the homeless and pandering that has become rampant lately since Daytona outlawed it. Now they have moved to Port Orange and there is no excuse for this.
Get rid of the small left turning lane by taking out the center medium on Townline by Wawa.

Get the damned utility billing back online. City Hall employees say you can pay via phone, but after trying that 3 times and holding in excess of 1/2 hr, I gave up and since I was out of town, got charged a late fee. I am NEVER late with any bill. Ridiculous in 2020 to be having such issues just trying to pay a bill. Enter the new decade, without the 1970 mentality

Get the utilities department BACK online Who's NOT doing their job?

Getting COSTCO in or near us would be oh so great!

Great place to live. Traffic on Dunlawton needs to improve. Traffic on Williamson going to Pioneer Trail needs to improve with all the housing developments going up.

Help with Dunlawton traffic

Help with traffic on Dunlawton Ave, maybe one more lane to reduce congestion.

High speed internet access!

Hungry Howies maybe... or Marco's Pizza. Get rid of the unused gas station at the corner of Taylor and Williamson with either one of those pizza places! Either way, that boarded up gas station looks terrible and has been like that since at least 2016- eye sore. Plus I notice people hanging around it and I've seen people go inside even though it's boarded up. Make it a useful space and put in Hungry Howie's or Marco's Pizza! Yum!! Thanks for listening!

I believe police, fire/rescue and this category of employees should be paid more. They are professionals and should be treated accordingly. Same for teachers, but I understand this falls to the county. Anything the county does not do and the city can do to enhance the daily work environment for teachers should be done.

I do enjoy Port orange for the last 5 years. Still need to work on getting the "Homeless" people away from the intersection of Dunlawton and Nova. I think he lives at McDonald's!

I live in Palm Coast recently for a year or two and I really enjoyed all the Bike Paths and Trails they had. Now that I am raising a family, I would like to continue biking with them, but I haven't found any good places to go ride with my family. I would really enjoy a nice bike path to ride with the family.

I will use this as a comment section. As a snowbird I wish the city could find a way to reduce our utility bills when we are not here. Also the lake at city center should be cleaned of algae and kept clean.
I would like to see an adjustment of traffic lights cycling to work better with the population growth of the community.
I would LOVE to see a CHASE bank at the Pavilion or Taylor Rd. It's really the only thing missing in our beautiful area.
I've only lived here a couple years, but it seems to me that the current administration is managing the city extremely well. I'm from Northern Virginia and I'm familiar with how quickly politicians can destroy a municipal entity; please don't let that happen here! You and you contemporaries have developed a truly wonderful place to live-congratulations! Focus on the details within your dynamic environments and you'll continue to be the best place to live.
I'd like to be able to pay my utility bill online again.
If the tap water didn't smell like mold. I'm not trying to drink it, I just don't want to stink after a shower. We are also in need of better/more parking at the parks and rec fields for all sports. I would like to online pay for utilities.
If the traffic on Dunlawton was better. All the No U-turns are not being monitored and there are so many close calls. Someone is going to be killed.
Improve congestion on Dunlawton
Improve road structure around nova and Dunlawton. Reopen left turn out of Taylor road onto Dunlawton. Remove panhandlers.
Improve the Dunlawton bridge. Traffic is terrible. A second span would eliminate long traffic backups during daily high traffic times. A 45-minute trip time to cross the bridge at anytime is totally unacceptable.
Improve the traffic situation on Dunlawton.
Improve traffic conditions on major roads, especially the lane going on to 95 from Dunlawton. Add additional traffic lights on some streets to allow easier access to go across major street such as Dunlawton and Clyde Morris. Approve development of a Publix or

grocery store on Pioneer trail. Port Orange is getting very congested...even the available shopping stores.
Improve traffic flow on Dunlawton
Improve traffic flow on main corridors. Slow building especially in congested areas.
Improve traffic patterns in and around the Taylor Rd., Dunlawton, Yorktown Blvd, I-95 dumb traffic plans throughout that area!!!
Improve traffic patterns on Dunlawton Ave. it's a mess between I95 and Clyde Morris.
Improved infrastructure to support continuous growth
Improved traffic control on Dunlawton.
Improved traffic flow on Dunlawton Ave.
Improved vehicle and pedestrian traffic within a mile radius of I-95.
Improved walkability, city planning, and traffic management along Dunlawton Ave and throughout the city limits.
Increased lighting along streets
Increased preservation of natural areas, especially along our streams, rivers, and beaches. SLOW DOWN DEVELOPMENT.
Increasing lot size for residential development. More control over growth in our city and requiring infrastructure be in place before approval of increased growth.
It's a safe place to raise a family.
It's great as is.
Job opportunities that attract and retain a younger and more diverse population.
Keep doing great job!

Keep sidewalks and bike paths clean and free of mildew
Keep the panhandlers out of the area and stop building in neighborhoods i.e. storage buildings etc. the animals need to be able to coexist too
Keeping growth limited until infrastructure is established & traffic flow is tested.
Keeping up with the Rapid Growth and Overcrowded Roads,
Leave the programs that have been proven to be effective alone and stop trying to nickel and dime savings out of them.
Less apartments, less traffic
Less building of new developments
Less building, it is a nightmare to drive anywhere. Too many people in our small town.
Less commercial development
Less density, less development. Please do not allow new developments to infringe on the rights and privacy of long-time existing landowners and homeowners.
Less developing of the little land we have left.
Less development
less development along Dunlawton!!!
Less development and more trees & wild areas. We are becoming too busy, overdeveloped, too much concrete & traffic.
Less development more preserved open space
Less development. Losing its appeal.
Less panhandler! I don't want to look like what Daytona looked like before their panhandling ordinance.

Less permitting for commercial industry, more small business
Less problems getting development and permits issued. Too many hoops and barriers compared to every other city nearby.
Less traffic
less traffic
Less traffic congestion on Dunlawton Ave.
Less traffic congestion on Dunlawton.
Less traffic in the streets in front of Spruce Creek High School. There needs to be more room for the parents to pull into a parking lot and get off the streets at the school.
Less traffic lights and more traffic circles in areas of low traffic levels, i.e. Spruce Creek Road and Taylor
Less traffic on Dunlawton
Less traffic on Dunlawton and easier excess from Taylor to Dunlawton
Less traffic on Dunn Lawton and less development
Less traffic!!!! It's a nightmare now.
Less traffic, less development, preserve green space, and habitat
Limit further development and growth (already crowded enough)
List for each dept POC
Lower property taxes
maintaining appearance of roadsides within the city limits. And repaving of streets in subdivisions that are over 25 years old.
Make it look more modern, and offer more amusement for the younger communities.

Make Traffic on Dunlawton better, not cut down every single tree to build new big subdivisions
Making business clean up outside their property, Walmart hoards trash all along their parking lot and in the bushes
Making people clean up their yards in Harbor Oaks
Making sure our first responders have the technology they need to do their job safely and efficiently.
Mandate that police officers be less arrogant and aggressive and that they instead be more amicable and public service oriented.
Master plan for growth and Development. You are building in areas that are major commuter roads and already negatively impacted by traffic. Don't make the mistake other communities have by overdeveloping too much too soon. Your poor zoning approvals can backfire potentially lowering property values, creating loss of existing business, quality of life, increase in crime, especially during construction. You lose your family friendly great schools safe Florida community and that is a huge draw for Port Orange. nightmares that will impact businesses located
Minimize need to enter city hall to conduct business. Online pet registration, business tax renewal, etc.
More accessible walk/bike/running paths along pioneer trail from airport road to NSB area
More activities for young adults. I feel there is not a lot for young adults to do around the city. Where I grew up we had a Youth Employment Service kid could register.
More activities. I go to NSB for that. More things to build community. Better social media presence. Bring back glass recycling. It's worth paying extra for that
More and brighter streetlights at night. The roads are way too dark, very dangerous.
more and/or better eating and shopping so we don't have to travel to Ormond Beach or Orlando Einstein's bagels, Costco would be great
More bike paths, disappointed in recycling program,

More community awareness and opportunities of the community and people coming together
More community involvement
More community recreation centers for more variety of sports
More diverse event offerings. Plenty for Families and Seniors but most rec offerings do not work for working people.
more efficient use of our tax money. You should think fiscal responsibility not just raise taxes as you think necessary.
More elderly services
more family events at the local parks (movie nights, etc.)
More input from city into school system, reduce use of public funds on abatement of noise from i95 firvresudents that decided to live next to the highway. Increase resident involvement with city decisions such as surveys like this and online voting for matters regarding voting of public figures towards city matters.
More parks
More pickleball courts west of 95
more playgrounds. One in every development. There are a lot of kids here, and very few playgrounds per capita.
More Police monitoring street corners - I see people running red lights and speeding.
More Police on the streets preventing crime -- NOT writing traffic tickets!
More school busing
More speed enforcement on Williamson Road, I frequently feel people are going to run me off the road while I'm driving home trying to abide by the speed limit.
More street lighting.

More streetlights and sidewalks.
More than one way to get to 95 from the fire dept on airport rd
More things for teenagers to do and to pay water bill online safely
more visibility of police (besides hiding out to look for speeders)
Need ability to pay water bill online. I've had to call in payment for the last three months.
Need more access to the beaches. Dunlawton can be a nightmare. Need more bridges to the ocean. traffic is ridiculous in front of schools waiting to drop off or pickup ...aren't there school buses??
need more boat ramps and parking for such, below standard
Need solutions for road congestion especially Dunlawton between 95 and Ridgewood
Nicer school facilities, my kids go to Creekside Middle School and the school is a little run down and lacks technology
No additional apartment developments.
No more commercial business development in or adjacent to the residential neighborhood of Boggs Ford Road.
No more construction along Dunlawton Avenue
No more destroying of wildlife habitat.
No more retail & fast food. No more apartments. Port Orange will be South Daytona/Holly Hill if this doesn't stop. You have an IT & Robotics Academy at Spruce Creek & Embry-Riddle in Daytona. Where are all the tech & high paying jobs for these kids??? It's not Port Orange that's for sure, and it could be. Instead of more apartments, how about attract some tech companies.
No more Wawa's or other gas stations. No more new housing developments. No more fast food restaurants. There is a small restaurant called "Olive Epicurean" in Holly Hill and it is wonderful. It would be a perfect fit for Port Orange. See if you can entice them here!

None
Online bill pay and police officers that are a little more understanding of special circumstances.
Online bill pay for utilities needs to be brought back. Panhandling has gotten excessive! Library systems have been down going on three months off and on.
Organize a model airplane program, run by the parks and recreation department, utilizing the indoor gymnasium to teach young people about building, following directions and letting them build something that can actually fly and get them out from in front of TV, pads and telephones. Would be glad to sit down with anyone to discuss this in further detail. Thank you
Overcrowding
Pat water bill online, using bill pay
pay the water bills online like before
pay utility bills online
Paying the utility bill online again,
Please stop over-development. There should be no more businesses allowed at Yorktowne, Boggs Ford Road, Taylor Road, & Journeys End Road. Please respect homeowners along Boggs Ford Road by not allowing another motel, hotel, or more than two story buildings on Journey's End Road. Boggs Ford is a long-established residential neighborhood.
Police officer need to be more personable even when living in the neighborhood. I know that police officer cannot be watching daily but speeding in subdivision is getting out of hand.
Police spend more time catching speeders, especially on Williamson Blvd. in morning going wherever? better traffic control. especially Williamson Blvd. too many speeders.
Preserve more of it's natural beauty without over developing the area.
Preserving the town not to be so large

Public safety in schools around gatherings, city center, parks and even sidewalks including controlling the homeless Second for the last 3 years there is a broken power pole at Taylor and Hensel. Clearly this was hit by a vehicle and looks to be splitting worse. This carries communication Lines to a large area of District 4 and needs to be replaced by the Comm or Power company. Thank you
Public Works Department- do what you promised! Get it done quick!
Put a larger ring of the red mulch around the tree's in the median on Dunlawton.....make it look intentional and beautiful instead of an afterthought.....that is what all of us see on a daily basis and it is also what the visitors to our area see as they exit 95 and take Dunlawton down to the beach.....
Really question growing development and housing. Makes sure to plant trees that have been taken away.
Recently, you did away with automatic payments for utilities. I own 6 properties and Port Orange and rely heavily on automatic payments. This week my water was shut off. I've been down to the City and nobody mentioned you stopped this service. I was charged a \$40 fee due to your incompetence. Recycling standards have changed and become so stringent that most of the people I know no longer do it, including myself. You changing these standards and making them so strict is negatively impacting the environment.
Recycle glass
Recycle glass again
Recycling is nonexistent because the collectors are lazy and almost never pick up
Reduce vehicle noise on neighborhoods adjacent to I-95. Perhaps paving and/or sound absorbing barriers.
Reducing the number of homelessness, panhandling and use of methamphetamine.
Relax your blasted city ordinates, Open the doors and allow all companies come in to boost the city's tax bowl.
Restore online access to utility bills for automatic credit card payments. Please!

restrict multifamily new building
Revive and promote more businesses along US 1
Road improvement. Port Orange has grown so much and it seems like our current roads no longer work. It takes me 20 mins or more to get to work and I live 3.8 miles away. Both Dunlawton and South Williamson are horrible.
Road widening, lead lights, Madeline & Nova, turning South & North, very congested and dangerous, too much traffic east and west on Madeline. Lead lights@ Madeline and Nova, both North and South, traffic so heavy, can't turn left on Nova in both directions, have to take Jackson to Herbert.
Roads need paving. Potholes everywhere.
safer and connected bike routes
School safety
Set a limit on growth. How big should be. A council member once told me that when population hits 100,000 he's "out of here" Having a set goal for growth makes a lot of sense to me.
Shaded areas in parks
Slow down the building.
Slow down the growth. Too many people, too quick. Schools have not caught up to growth and traffic is a nightmare. Slow down. Smart, slow growth that is planned.
Slow the approved development until roads and traffic infrastructure can catch up. The new storage complex on S. Williamson is an eyesore and a traffic impediment. It should have remained residential. I oppose further commercial development at that intersection. Expand the road if that's going to happen. Also the U-turn lanes at Target are very challenging and getting worse.
Somehow improve traffic patterns on Dunlawton. Time the lights better or something.
Sports programs for autistic children

Stick to a growth plan. We are losing the community features that everyone loves about PO.
Stop adding housing and more cars; fix stop lights for better traffic flow.
STOP ALL THE DEVELOPMENT - We are no longer a Tree City USA designee
Stop being cheap and start charging a proper tax rate to improve the quality of the services in the city.
Stop building
Stop building and do something about traffic
Stop building apartments and new homes!! The city is already overtaxed with traffic and the quality of incoming leaves a lot to be desired. Enough is enough. We're too crowded already!
Stop building on Dunlawton
Stop building so we don't turn into West Palm Beach
STOP BUILDING! STOP CLEARING LAND! Better Recycling Program. Help our planet!
Stop building. It's getting WAY too crowded.
Stop building. Dunlawton traffic is ridiculous no matter the time of day. The Williamson/Taylor intersection is so dangerous.
Stop Building. Widen Dunlawton help congestion.
Stop cutting Trees and woods down for development, Stop cutting woods out for development!
Stop destroying quality of life by uncontrolled development which has turned a once beautiful city into a congested concrete eyesore
STOP DEVELOPING EVERY SQUARE FOOT OF OUR CITY!!!! ENOUGH ALREADY!!!!!! TREE CITY, MY STUMP!?!

Stop development!!! It has become an overcrowded city. The council does not care about the quality of life they just care about pleasing the developers who are/have destroyed our city.
Stop expanding and remove 30000 residents with their vehicles. Also replacing the lift station on Williamson so I don't have to frequently smell sewage would be plus. This town is starting its downward spiral
Stop giving out so many permits with the infrastructure that cannot handle it and protect the wildlife!!! Too many people make Port Orange not a good city any longer as builders just keep coming and slapping stuff up as fast as they can
Stop housing development, too much building going on.
Stop increases in property taxes. There is development all over the city. The developers can pay more in impact fees. They can afford an increase.
Stop letting developers come in and tear down all the trees and take away from the beauty of Port Orange and what they have been known for. All these fast food restaurants and no encouraging of privately owned restaurants like NSB and other cities. You are just taking away from the wonderful city with all these apartments, storage units, etc.
Stop letting national chain restaurants take over the city. Independent restaurants should be given priority over sub-par quality.
Stop making us buy bottled water. Ever fill the bathtub? what do you see?
Stop new developments and mass-produced housing, it's becoming too busy.
Stop over building apartments and houses. Improve traffic on Dunlawton, reopen Taylor Branch Road for left hand turns, this could alleviate traffic on Yorktown Blvd. Also eliminate the left turn lane to Target and keep the U turn lane on Dunlawton.
Stop over development of vacant land. Traffic is awful, at least synchronize the traffic signals.
Stop overbuilding and ease traffic flow
Stop traffic from exiting from behind Wawa onto Yorktown. Very dangerous when cars are making a left onto Yorktown and other cars are backed up waiting to make left to go west on Dunlawton.

Streetlights on Taylor rd and pioneer tr
Street maintain & expending Especially on Williamson
Synchronize traffic lights on Dunlawton
Take a closer look at all the crazy building. Do we really need all those new apartments???
Taylor Road needs to be widened to 3 travel lanes from I-95 to Summer Trees Road. That is the bottleneck that backs up traffic.
The ability to securely pay my water bill online would be great.
The attitude of our police went from polite to arrogant. The traffic officers are unnecessarily rude, condescending, and incapable of making impartial decisions. It wasn't always that way. They have that nasty "cop attitude" and choose to bully our citizens. Apparently, they can continue behaving that way, as it has become acceptable. I was a big supporter of our police department, unfortunately that is no longer true. The behavior of a few reflects on those good officers who are vital to our community. Very disappointing that our PD tolerates such, unnecessary and rude behavior from those who have sworn to "serve and protect". Please put measures in place to stop this!
The city is growing and the city streets are not able to hold a lot of this traffic. It's really bad around i95 sometimes the line is so long coming off the ramp you are waiting in the 3rd lane of the interstate. Also we need a descent sport complex or pick one we already have and make it bigger and better.
The City of Port Orange police continue to harass motorists around school zones. This is ridiculous behavior and needs to be toned down. The city planners were absolute fools for putting schools on major thoroughfares, unless the purpose was to use the citizens of Port Orange as a de facto ATM.
The increase in building new homes, apartments etc. Has increased the traffic. Traffic increased, delays etc. Overdevelopment will cause many rel9cations.
The interchange at 95/ Williamson /Taylor is an accident nightmare. It will only get worse with the hospital/hotel/ new homes on Williamson.

The quality of life in Port Orange is extremely high (IMO) because the city balances the safety and security of a small town with sufficient opportunities for dining, entertainment, economic development, etc. I recently moved to Port Orange from the west side of Orlando. Living here is a breath of fresh air, I just want to be sure we don't fall victim to the sprawl that is destroying the quality of life in the Area. Long story short, I think we have achieved the perfect balance. Let's not go overboard with additional development.
The traffic patterns are atrocious. We also need to get out in front of population increases. Williamson north of Dunlawton/Taylor will become terrible. Also I put in an inquiry online and never got a response. I should at least get the courtesy of a response.
The Website to pay the water bills is not working. Other than that I me and my family are very happy here.
time the traffic lights so it doesn't take so long to navigate around the city. and stop building apartments adding to the population and congestion.
to be able to pay utility bills online once again. It has been a problem for a while. Website was not up to par, then it was cancelled altogether. The mail is so very unreliable, I prefer to pay my bills online. Please get it working again.
Too many restaurants and gas stations. Need jobs that actually pay more than \$14/hr. Need industries, jobs, intellectual jobs, scientific jobs.
Too much construction - too many multi-family homes (apartments, townhomes, etc...) will make Port Orange more like Daytona. Less small-town charm.
Traffic between Williamson and Clyde Morris is a huge problem. Steps need to be taken to improve traffic flow during peak times.
Traffic control, noise control, better police presence.
Traffic flow on Taylor/Dunlawton. Need some relief.
Traffic flow studied and enforcing traffic signs/rules.
Traffic improvement.

Traffic markings are very poor and some are completely worn away. Either the renewal time, the paint quality or both are at issue. Impossible to see some turns at night. This is my only complaint.
Traffic on Dunlawton is insane, specially by Target.
Transportation the streets are so overcrowded. I noticed at holiday time PO doesn't have half class as Ormond beach or even Daytona when it comes to decoration and looking festive. The biggest thing is not being able to pay your utility bill online
Transportation upgrades with new developments.
Trash cans provided by the city and an online bill pay for my water bill.
Trash/yard waste pick up was stopped too far ahead of the last Hurricane (Dorian)
utility online payments
We love it here in Port Orange!
We need a wall to deal with the increasing traffic sound of I-95 at Pinnacle Parke.
When making changes in traffic patterns, Yorktown Blvd between Spruce Creek Rd & Dunlawton Ave, take the median out so more cars can get in the left turn lane. It always backs up during rush hour & the left lane is left empty because you can't get to it because most people want to stay on the right lane of the left turning lanes. I know it is a beautification thing. but in this case it doesn't help expedite traffic that is turning left onto Dunlawton
Wider variety of non-chain restaurants and commercial development - especially along the river.
You need to get the ability to pay utilities online back
Zaxby's

The Following Respondents Did Not Know Their District

A better, more user-friendly animal control program
Adult venues on the river for drinks and food.
Alleviate traffic bottlenecks
Annual. Car and truck & all vehicle Inspection's for My and other's SAFTY !1
Being able to pay your water bill online it's a hassle to have to go there pay your bill
Better and smoother roadways
Better choice of what business is being built ex too many gas stations on one intersection
Better code and traffic violations enforcement
Better communication with HOA communities. More communication with the homeowners.
Better coordination of lights on Dunlawton to allow better traffic flow through
Better focus on young families. Parks, playgrounds. Attract corporations and businesses to drive tax revenue, high quality job growth
better garbage collection
better people in office that care about and not themselves. this town sucks. new people in office.
better police protection, since you moved to Clyde Morris, no police patrol near Williamson and Taylor. Taylor rd they go 70 mph lower the speed limit. U-turn by target. they still do it even though it says no U-turn
Better roads and appropriate signage or traffic light at hidden lake and willow run intersection. It is a crazy busy road
Better traffic flow
Better traffic flow

Better traffic flow during busy times.
Better traffic management on Dunlawton, it's so bad people will drive out of their way to avoid that road all together. There is so much traffic in some points during long periods of the day, some businesses are blocked off entirely (Dunlawton and Clyde after school lets out, you can be waiting on Clyde Morris for 15-20 mins before you make it because the light traffic is backed up all the way to the school almost.) or near Wawa's (Because people are trying to avoid school traffic as best they can) so these areas are hit badly by traffic.
Build less apartments. Port Orange already overcrowded with cars. The road cannot handle this much cars which causes traffic's.
Change the light at Dunlawton and Nova to sensor not a timer at 6am. I wait at red light for 5 minutes going north on nova at 6am. Return Taylor Branch to a road that can turn left to help reduce congestion in front of Target.
Clean up the invasion of squirrels, rodents and trim your dead trees on Christianity and Montreal circle along the drainage ditch and put up speed limit signs I have a small dog and I don't want it to get hit! Thank you!
Clean up the streets. Very dirty and garbage lays in the streets for days, if not weeks.
Clear up traffic on Dunlawton Have public transportation services
don't know
Dunlawton Ave improvements!
Enforce illegal U-turns on Dunlawton Ave, get rid of the beggars on street corners, and enforce speed limit on Town West Blvd.
Enforce property owners to clean up their yards and eliminate junk
Fix the streets. South Nova road is terrible & streets in Commonwealth Estates are bad to.
FIX the water bill paying on-line function. Get an online way to pay water bills going! This is embarrassing that my city hasn't worked out a better solution
Fixing the traffic along Dunlawton ave.

Garbage pickup and recycle pick up.
Get rid of all the abandoned buildings and fix the potholes
Get rid of Chief Grimaldi and his goon squad.
Get rid of trailer parks. Port Oranges imagine is tainted by the reputation of being a trailer city of the 80's. Too many are still around today.
Getting rid of the large live oak trees that are destroying roads and houses. They are a danger during hurricane season. The Spanish moss that hang on the large branches and kill the trees and the branches that fall during bad storms. You might think they are beautiful but they are a danger.
good people
have Dunlawton Avenue a safe area for drivers to be respectful to other drivers. Our 1st year moving here to Port Orange, all of us 4 have had car accidents! Reckless, rude & hateful drivers! Seems like age 40 & under are running people off the road, causing reckless accidents that could be prevented. UGH!
Higher pay for City Employees
Higher quality dining and shopping would increase quality of life and fiscal opportunities, draw people here, and provide jobs.
I feel that more animal control officers are needed plus on the weekends. So glad that TNR was reinstated. Also worried about over development and the loss of habitat to our wildlife which is happening right now.
I feel the city is moving further and further away from the vision of Dorthy Hukill. Ask around the community about PO and you'll hear how Dunlawton is known as fast food alley. Port Orange under Ms. Hukill would never have been known in such a derogatory way. I have lived in the area my entire life and it pains me to see what the current administration doing to our once beautiful city. What can you do to make PO a better place? Well to start, commercial building needs to be slowed, regulate the number and type of business that are opening, attract small businesses/restaurants to the area and reinstate glass recycling.

I feel we have taken a step back with our new recycling initiative. I understand that China is no longer buying US glass, but on a micro level we can do a lot more with our papers and plastics. "When in doubt throw it out" is not only a poor choice for our environment, but it's also a missed green business opportunity. In addition, I feel that our community will prosper the most if we preserve our natural resources--costal waterways such as spruce Creek are why people are attracted to Port Orange and it's important to protect what makes us valuable.

I have noticed a large turnover in public safety personnel. Try to maintain a more stable workforce so when we call our public safety workers they are familiar with us.

I know we can no longer pay utility bills online, however I would like to review the bill on line

I own a rental property business with around 30 units throughout 5 municipalities within the County. Port Orange is the only municipality that makes the landlord responsible for the tenants water bill. In every other municipality the landlord has no involvement with the tenant water use. I'm currently paying water bills in your city for water I have not used. As a business owner with nearly 20 properties in your city, that has me considering no longer doing business within Port Orange. While you may not think you care about that, most real estate indicators suggest we are peaked out and headed for another downturn. That will create more renters within your city. It's in your interest to have local landlords that actually care and reinvest in the homes in your community. Out of state landlords will drive property values down by under-investing in their rentals. I would advise you to change that policy and keep business local.

I win the lottery

Improve on traffic congestion

It is growing too fast and becoming more like South Florida instead of the hometown feeling it had 13 years ago

It's getting very overcrowded. Traveling on Dunlawton is a nightmare now, yet huge apartment complexes are springing up everywhere.

Just Because we live in a mobile home park all city employees say that we are Low in people and I don't think that's right because we pay our taxes just like everybody else we are people too

Just keep building on the present platform.
Less building, especially apartment complex. Over building causing traffic and population boom, re zoning every piece of property to commercial especially west of I ninety five...
LESS TRAFFIC
Less traffic
Less traffic on Dunlawton
less traffic, or even a computerized system controlling traffic lights
Less traffic. Stop building. Keep some open spaces.
Lower taxes
Make it a smart city. Add separate pavements for bikes - too dangerous on the roads. More solar installations (eco-friendly ways) to reduce carbon footprints
Make more parking under Dunlawton bridge for boats and trailers. Sick of getting useless tickets for nothing!
make online bill pay work correctly. It's already very good compared to other places. Thanks for asking.
Make sure that the homeless are taken care of
Making sure on new buildings and developments that the impact fees aren't slashed to get more of the above in.
Making sure police officers are compensated well.
Many streets do not have adequate sidewalks. To make our city healthier, sidewalks would be wonderful.
Maybe Volusia could start recycling glass again! Instead of us all looking like idiots!

Measures should be considered to increase our city police department and fire rescue personnel to provide a safer and better community.
More affordable housing
More affordable housing.
More high paying jobs and industry
More night life.
More police officers...the city needs to increase the pay and benefits for police officers in order to retain and recruit officers. The police department is understaffed. The city cannot expect the police department to main the high level of service for an extended amount of time in the future understaffed. The city has to be competitive with other agencies, which means the city has to put more money towards pay. The city uses the fact it is one of the safest cities to draw in people and businesses. That is a direct reflection of the quality of services the police provide. The city needs to take a serious look at the issue of recruitment and retention of QUALITY officers.
More police presence on side streets especially Jackson. Dunlawton hills and all area around.
More progressive urban development and younger oriented restaurants and social clubs
More public transportation
More safe bike lanes, dog beach time, better parks that are cleaner and safer, extended beach boardwalk
Motor vehicle safety inspections Every YEAR !!
No recycling charges
no smoking or vaping in all parks
not sure
Nothing at this time

On Ridgewood the media flowers need cut more often. More often than not making a left turn off of main st there the plants get so tall you can hardly see if there is traffic coming and it will cause a car accident. Please keep the median plants trims more often please
Online bill pay
Online bill pay, develop infrastructure (more street lights in certain areas i.e. Pineland ave, commonwealth area), controlling electric lines in residential areas, repave some roads
Online billing. Gotta bring back online pay for water bill.
Online service for bill pay has been out-of-service for half year already.
Our drainage problems here are terrible. Better develop eastern Port Orange.
Please expand Pickleball indoor courts hours!!!! The courts get full and we're not allowed to play longer because of lunch ?? PLEASE ALLOW MORE INDOOR TIME FOR SENIORS or LATE AFTERNOONS Now open T-W-Th 8-12 only!!!
Police not have such attitudes when ask to provide a safe environment for my kids in school areas... The same with the city hall department
Port orange is a beautiful City but we paid very high taxes. With the taxes we pay we can have better services
Public swimming pool
Put a roundabout in intersection of Spruce Creek and Taylor. Lower the speed limit on spruce creek Rd between Nova Rd and Taylor. My opinion is that the city is Responsible for accidents at the Taylor/Spruce Creek intersection. The city needs to put right turn lanes everywhere entering Dunlawton.
Put a Stormwater drain at my three-way intersection to stop the flooding every time it rains They've been out several times so sorry about your bad luck but keep paying your storm water bill every month and thank you for your service

Quarterly reviews of apartment communities. Unfortunately, my circumstances changed, and I moved into Ashton Point apartments. Management changed hands, and Broad Management has allowed the community to deteriorate into deplorable living conditions for its residents. We are a community of 268 units with one trash compactor that is always overflowing into the parking lot. There are numerous other concerns brought to the attention of the corporate offices with no resolution. I contacted Code Enforcement, and Amanda responded quickly and professionally. When the property manager saw this, I was given a written warning that I was going against the terms of my lease.
Reduce housing development and lower taxes
Reduce traffic congestion
Repair sidewalks. Add sidewalks to Jackson st near Banbury dr
Restore online water bill payment option. Less apartment building style new development because it is leading to overcrowding everywhere (enforced via building permits for lower population density).
Safe online bill paying.
Slow down the growth of the city
Somewhere for people to sit or stand in while waiting for the buses. Always looks bad people having to stand or sit on the ground. More tree trimming before the storms. Some of the covers of drains on roads need to be lowered or heightened to stop getting that drop or jar when you go over them with the car.
Starting off with rentals. People who rent need to not just let any family move in in without Background checks. Our city is not what it used to be. When you say you lived in 'Port Orange' it was like you lived in Orange County. Now it's not the same. Our neighborhood s even with HOA I'm in one has gone to the dogs. No management does the job. get away with whatever. Sad
Stop clearing out trees for building!!
Stop overcrowding our city, too much traffic everywhere! Why so many empty buildings? I miss my small quiet town; I don't like driving on our over crowded roads. My water bill is way TOO HIGH! Stop building homes on top of Business!! #1 Complaint! Start Repairing our Roads

Stop overdevelopment!!! Even modest amounts of development require infrastructure. We are sorely lacking the planning needed prior to the approval of commercial projects. As a result, traffic plans and access to locations and services are suffering. It seemed like the city was overly reliant on the passage of the sales tax initiative as a means of receiving revenue. It would be more prudent to make developers pay for their full impact rather than attracting them with incentives while hoping for tax generation on the back end.

The City Skatepark should be lit up at night, with reasonable hours maintained.

the cost of the water, sewage and garbage is too high this is a low / middle income family with the water bill so high it takes a big chunk to make payments

The homeless people and them squatting wherever they please. They leave trash and run good areas, such as parks and fishing areas. This makes for a bad example in front of children when people are sleeping on the ground or are bathing in a public bathroom. I understand that some situations can't be helped, but panhandling should not be allowed. They can stand and beg for money, then they can go get a job.

The police officers in this city work very hard to keep us safe. But I repeatedly hear about the incompetence and mistrust of the chief. Often I am told that officers are over worked, mistreated, and under paid. There is apparently a lack of trust within the agency in its leadership and that is very concerning. I want my family to receive the best public safety possible but that is difficult to obtain with the amount of officer turnover and lack of training afforded to patrol. It is rumored that more than 6 officers have left the department within the last year. Each, if not all, of these officers expressed distain for the chief and others in administrative positions in the agency. This is unacceptable and it has me question where the intention and loyalty of the city council is.

The rates for city residents at Cypress Head golf course are extremely HIGH compared to other city courses. A shame for a municipal golf course.

The stop lights are too long

The water utilities is not run well at all I was basically robbed online while paying they knew many people were effected the didn't give us notice just took online payment off and swept it under the rug my account was taken 4 1200 dollars over two months and when finally noticed and put it all together water company didn't want to listen or explain themselves not very professional

There's nothing that I can think of

Timed stop lights to flow traffic better.
To find companies to invest in more business opportunities for employment.
Traffic
water bills, business tax renewals etc.?
Way to overpriced
We would like to have a Little Cesar's pizza. And an Aldi's foods. Walking trial.
Wexford way continues to flood with storms Roadsides along Clyde Morris on street side of fences need to be kept trimmed but don't know if that is city responsibility
zip



2020 Citizen Survey Results

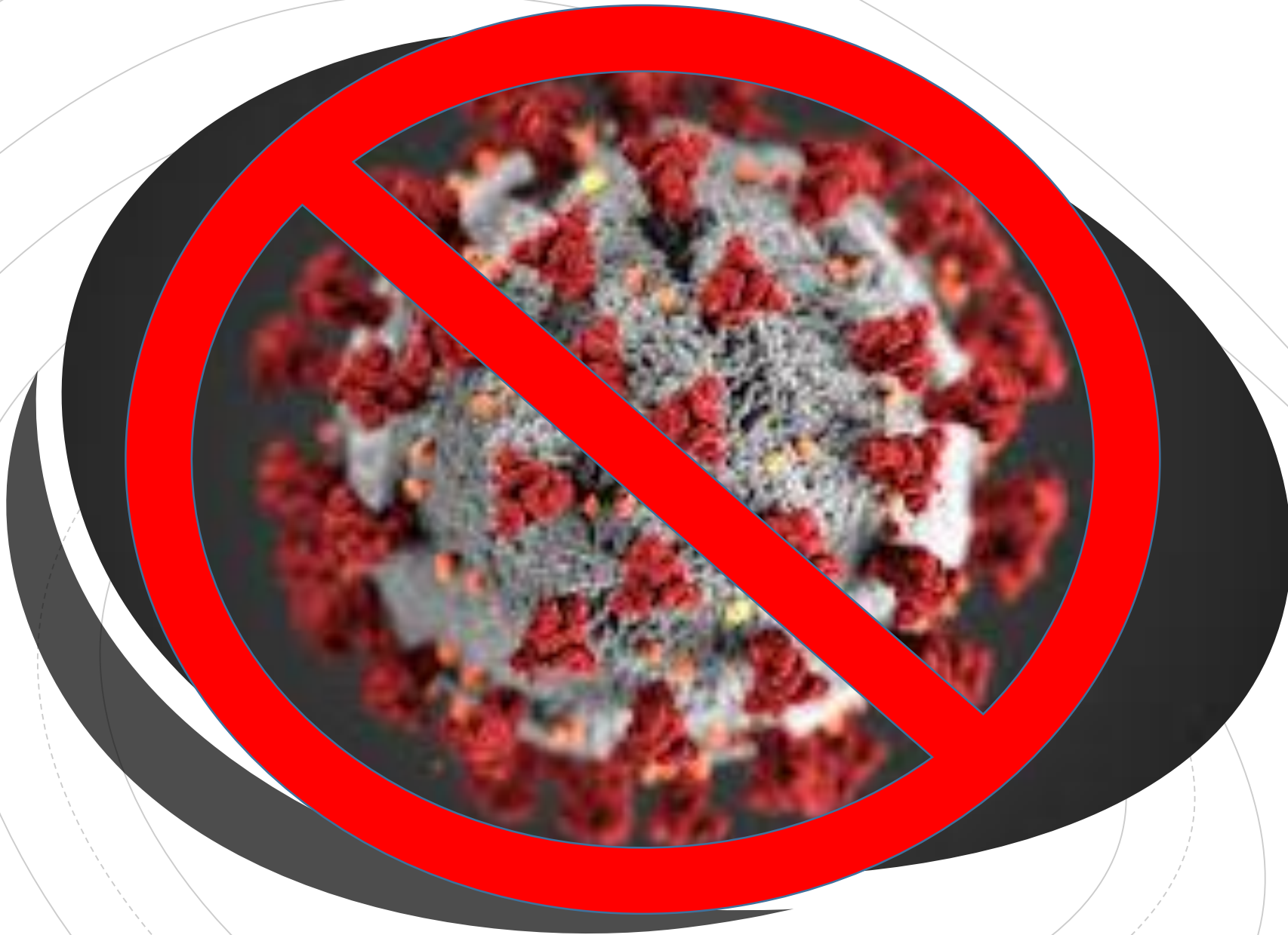
Alan Rosen

September 15, 2020

Topics

- **Methodology**
- **Scores**
- **Conclusion**





*Pre Covid-19
Impact*

Methodology

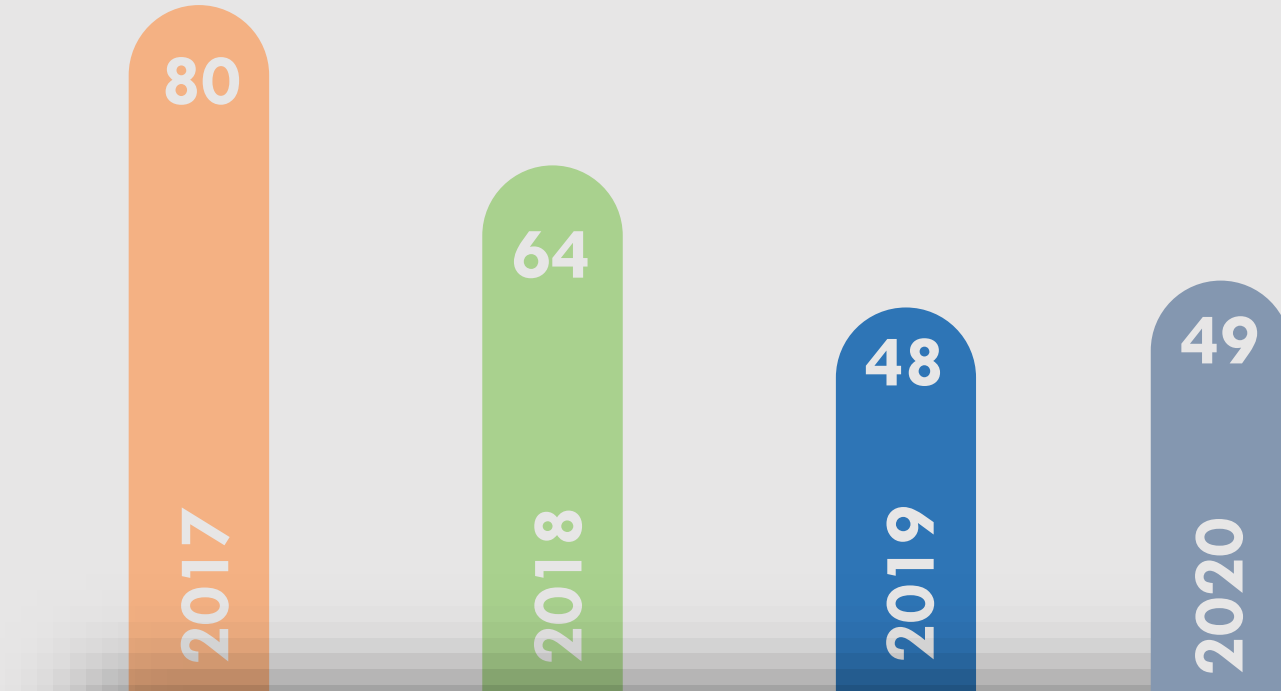
SURVEY DURATION



30 Days

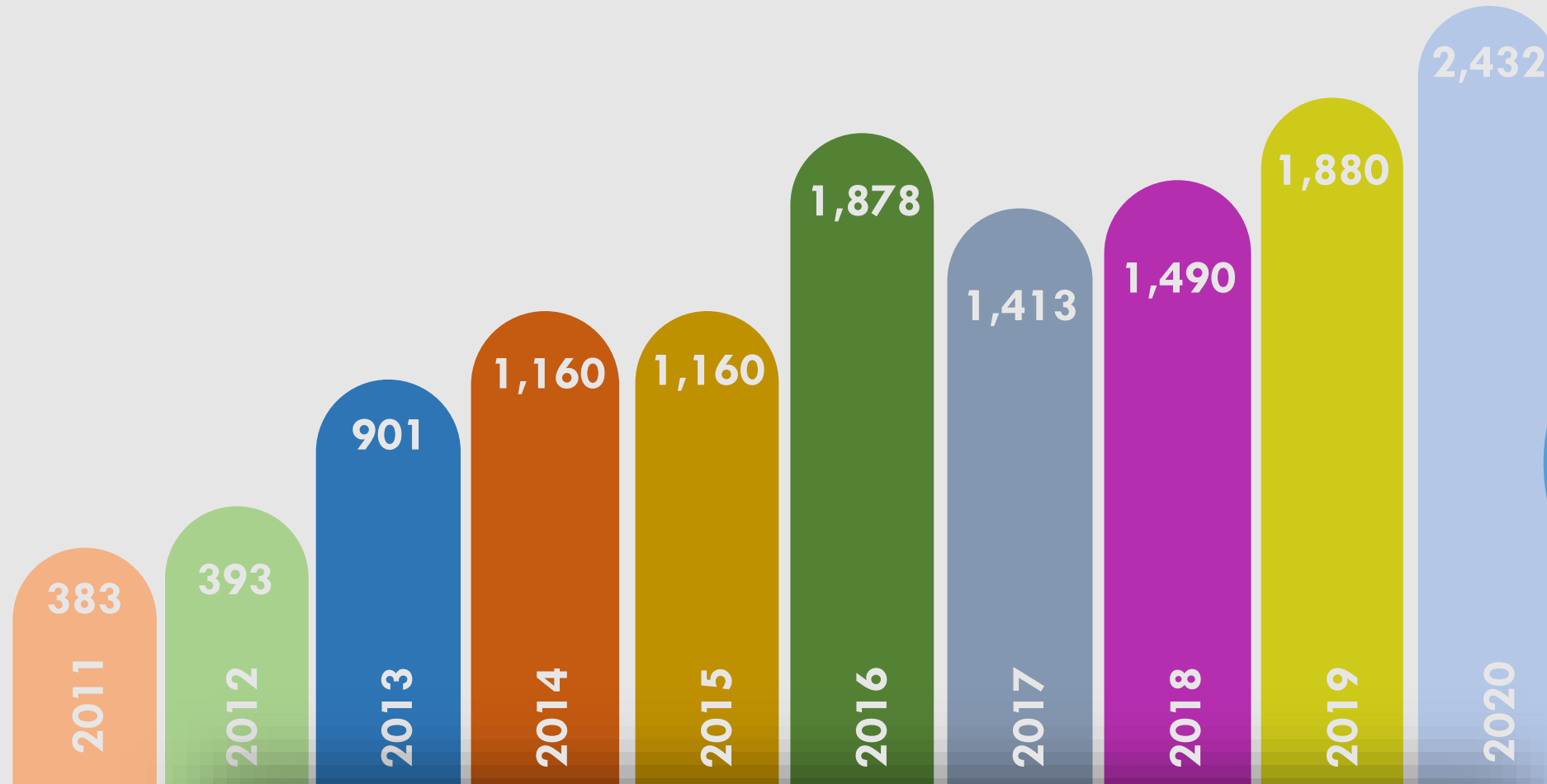


NUMBER OF SURVEY QUESTIONS



Methodology

NUMBER OF SURVEY RESPONSES



CONFIDENCE LEVEL

99%

MARGIN OF ERROR 3%



Sliding Scale - 2019

32. How would you rate the quality of service provided by the Utility Customer Service Division?

1 (Not at all Satisfied)

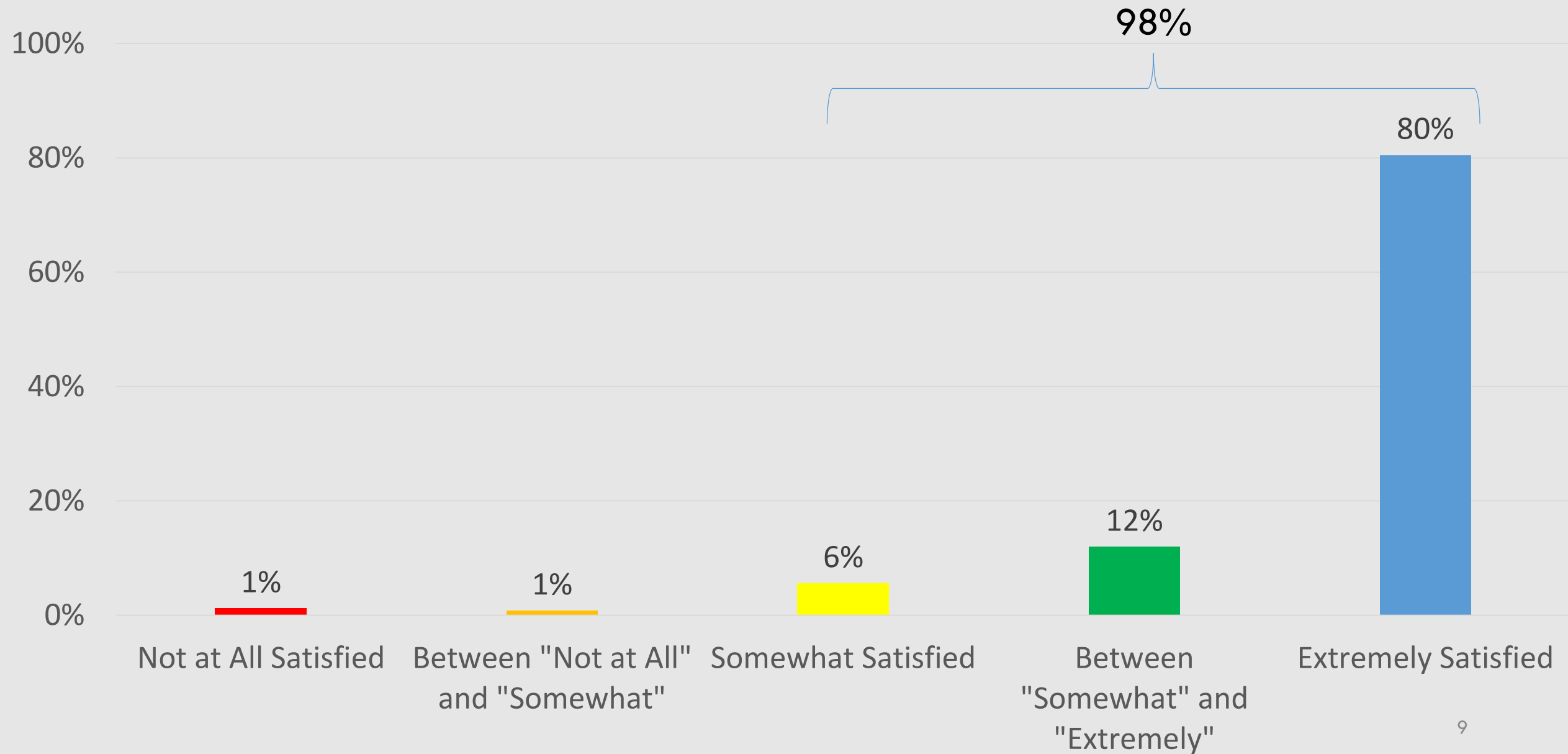
3 (Somewhat Satisfied)

5 (Extremely Satisfied)

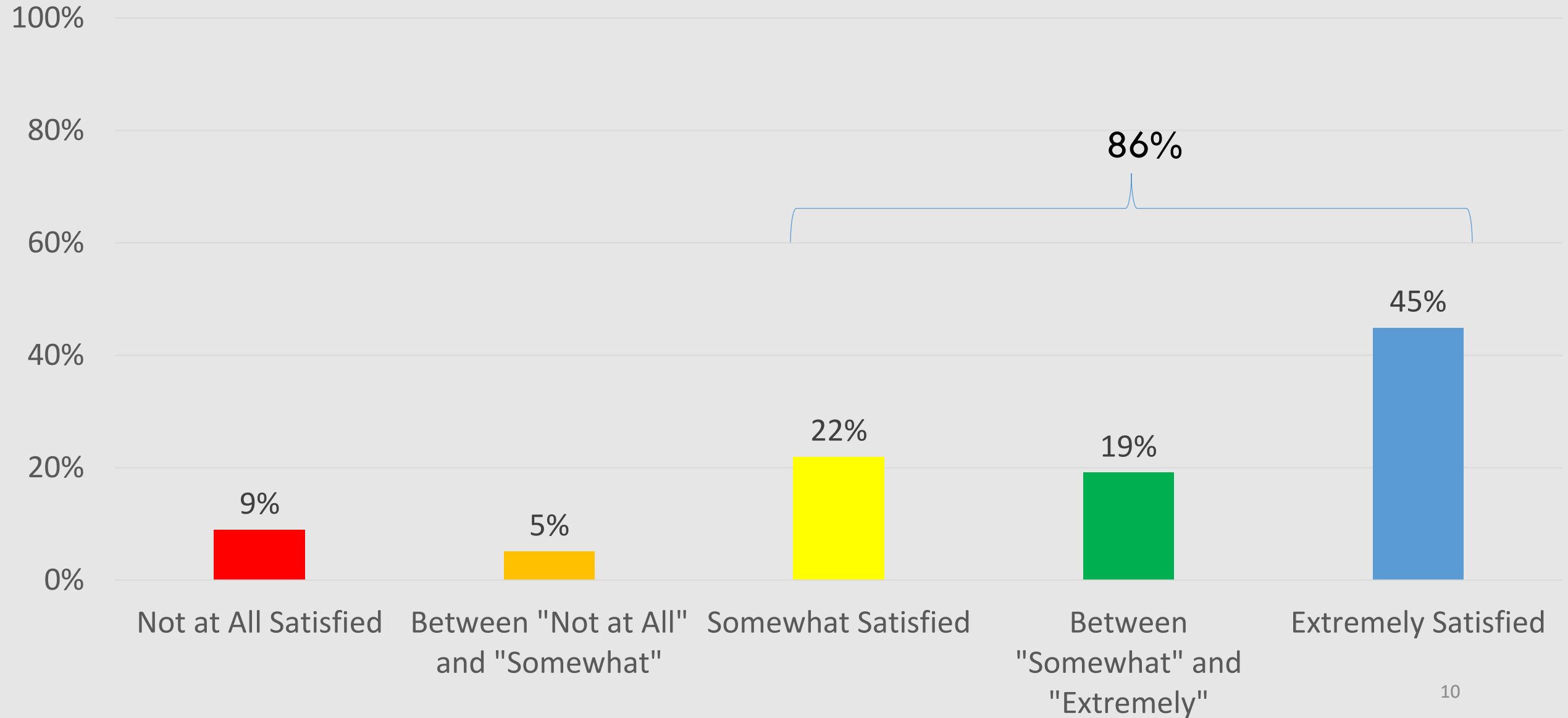


Fire Rescue

OVERALL SATISFACTION

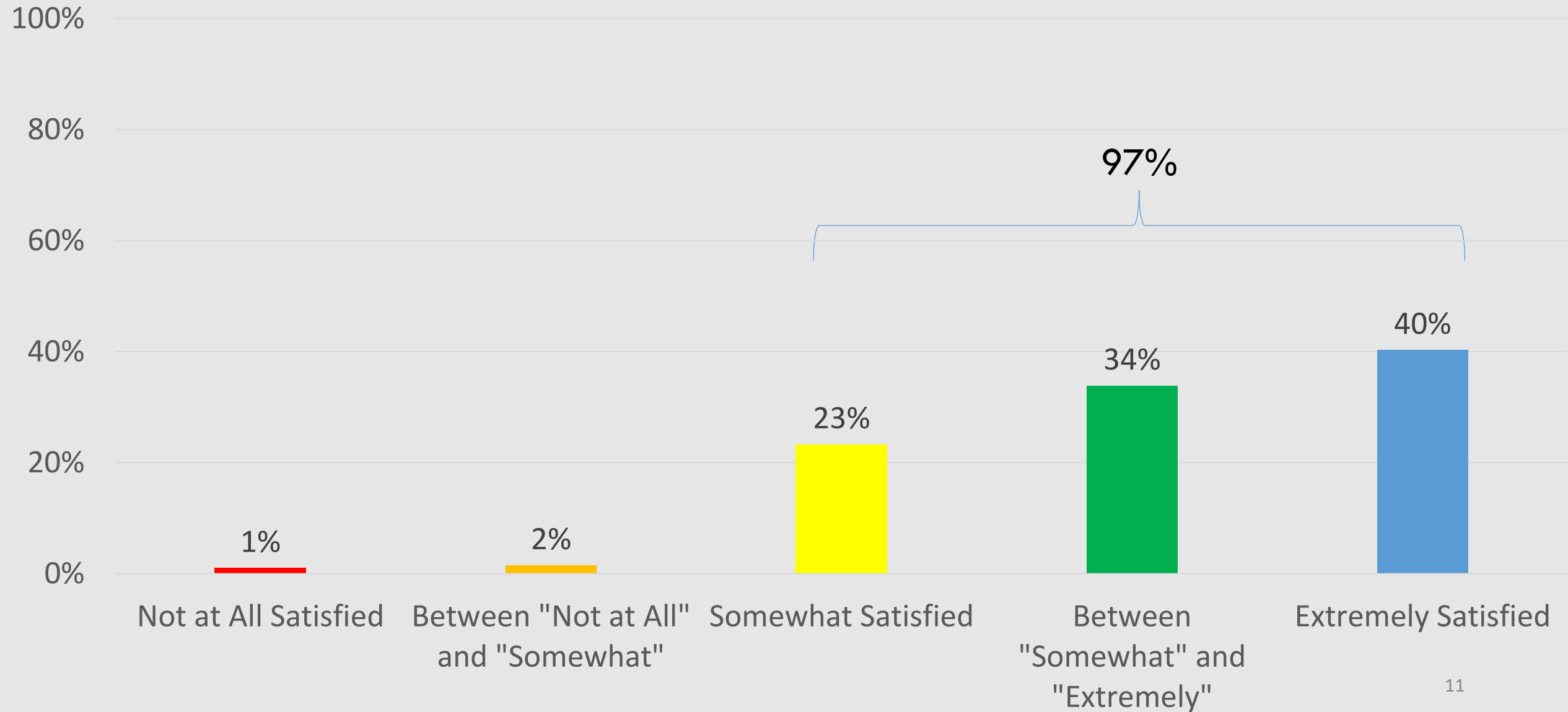


OVERALL SATISFACTION



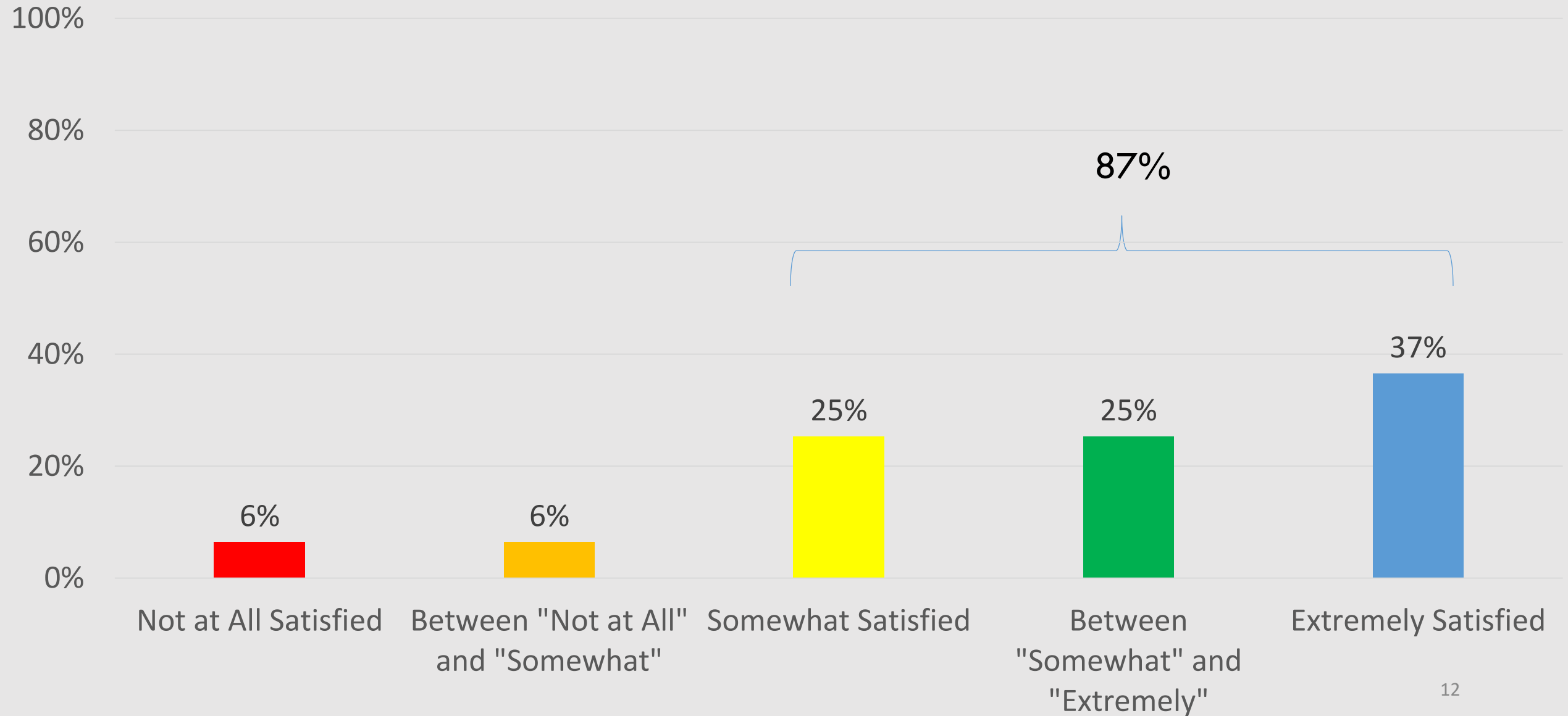
Parks and Recreation

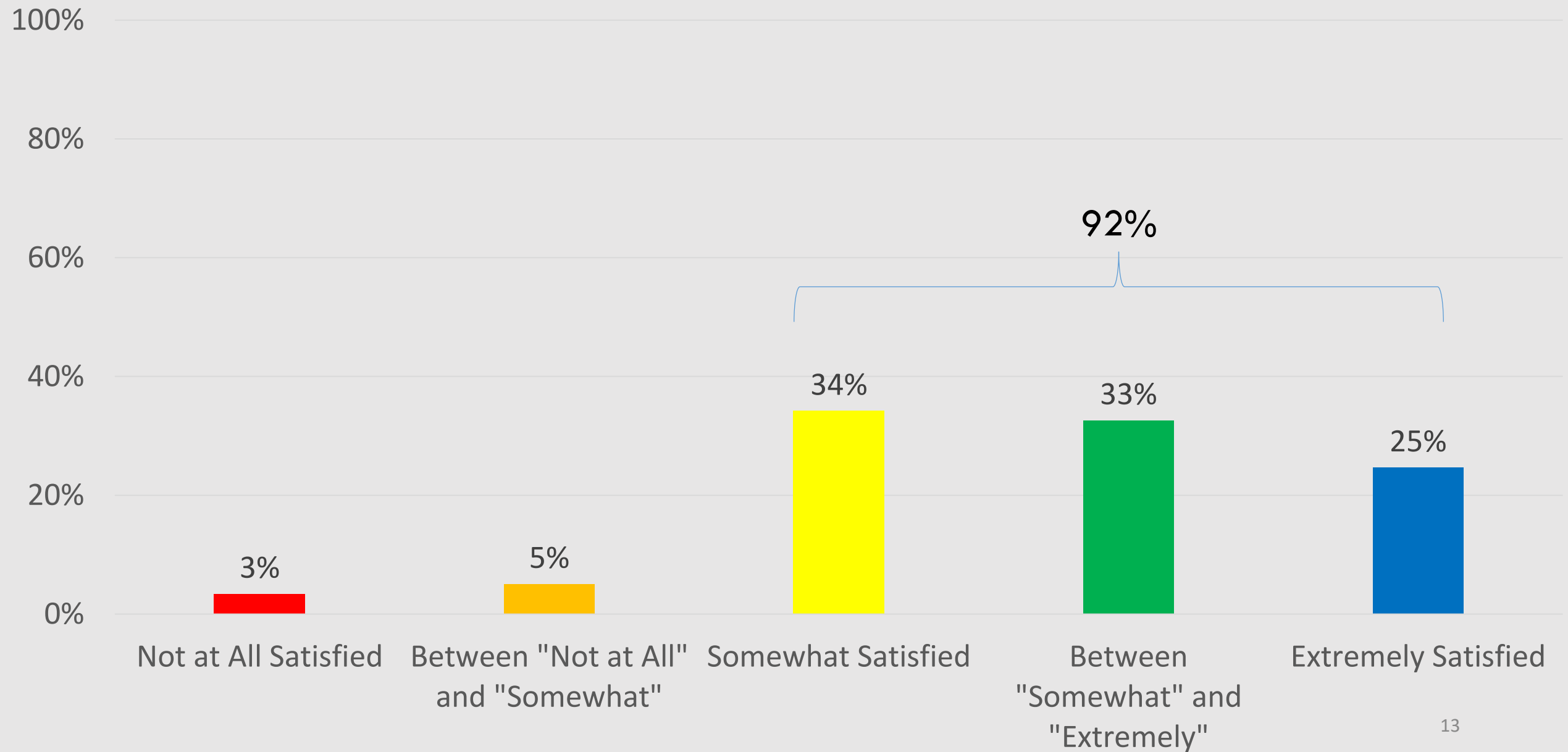
OVERALL SATISFACTION



Community Development

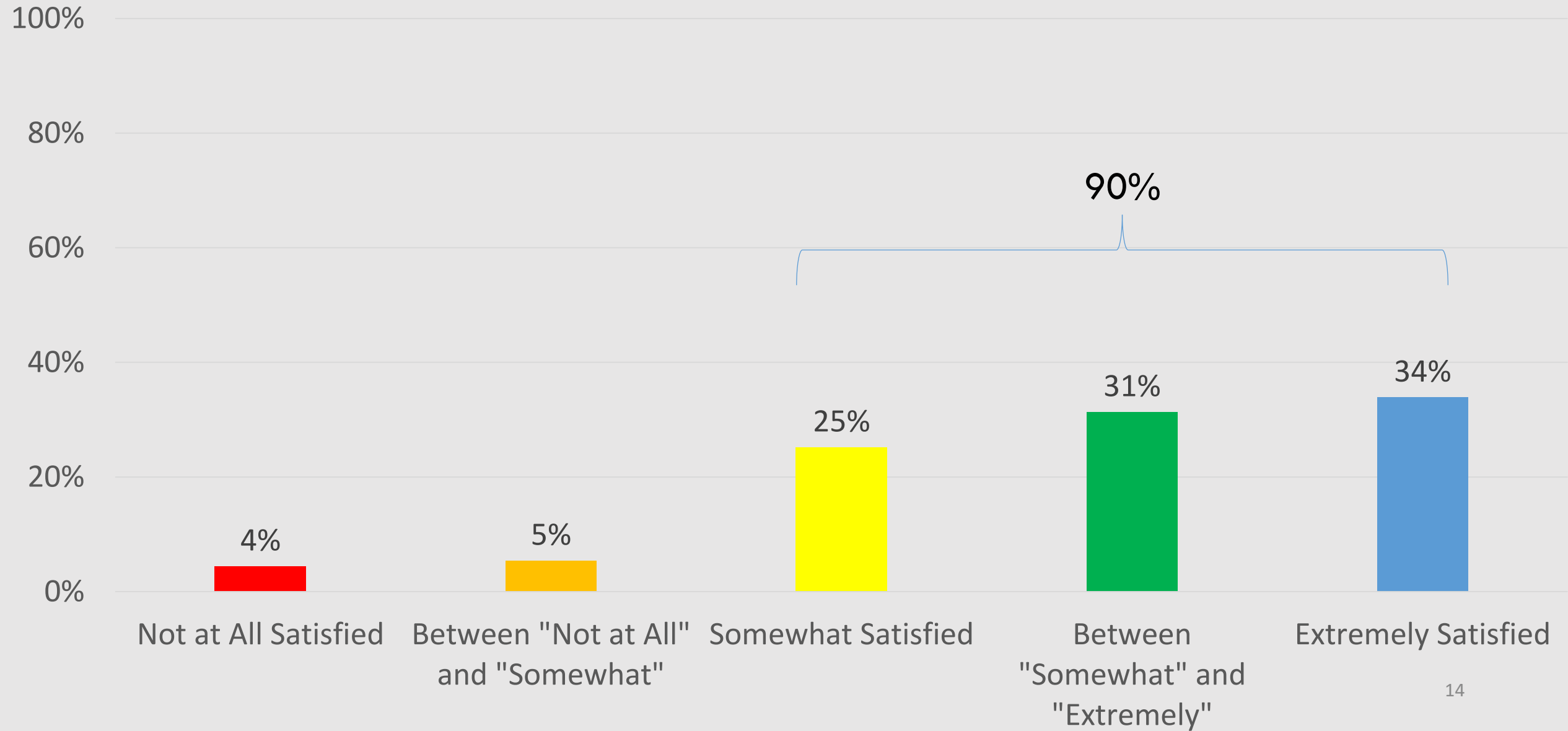
OVERALL SATISFACTION





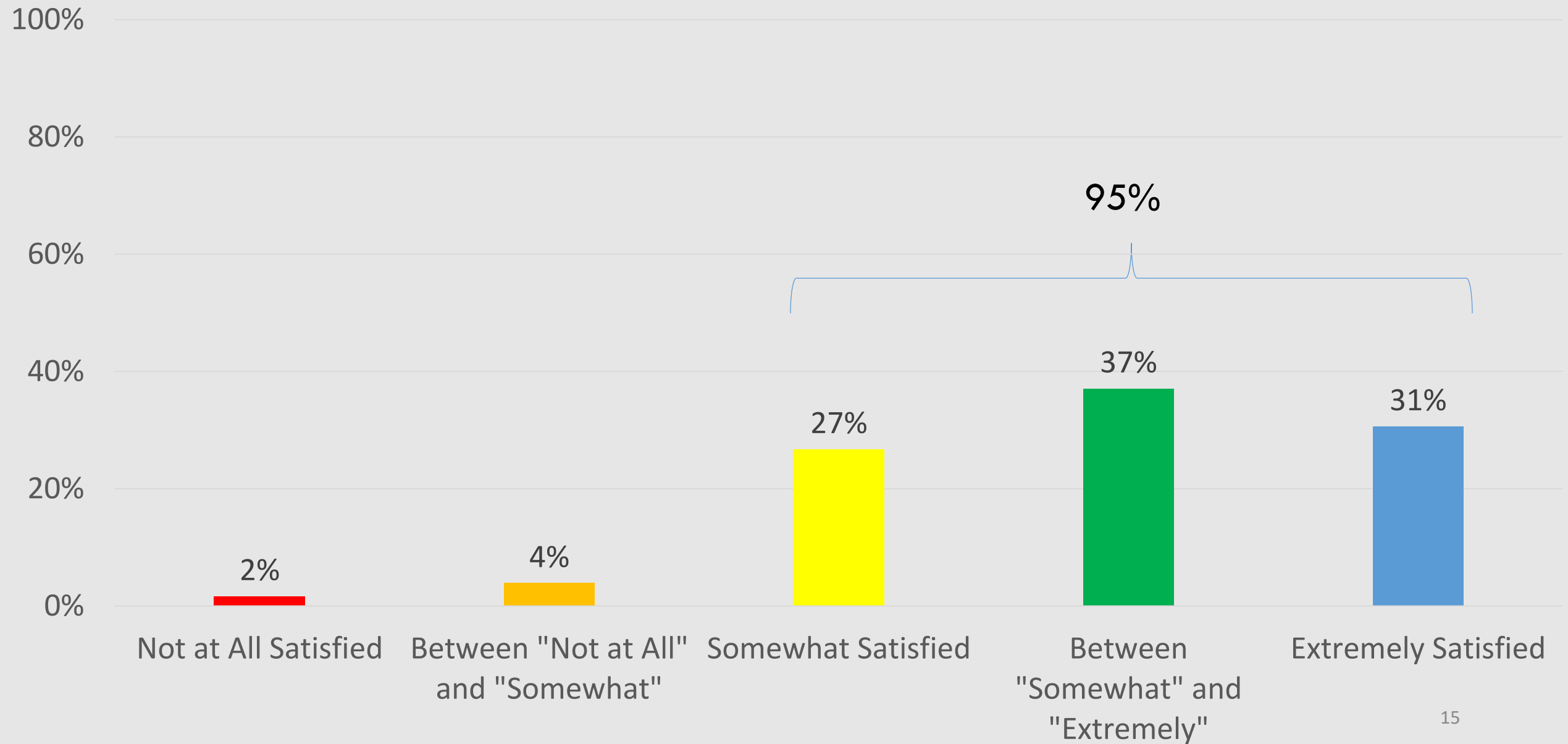
Public Utilities

OVERALL SATISFACTION



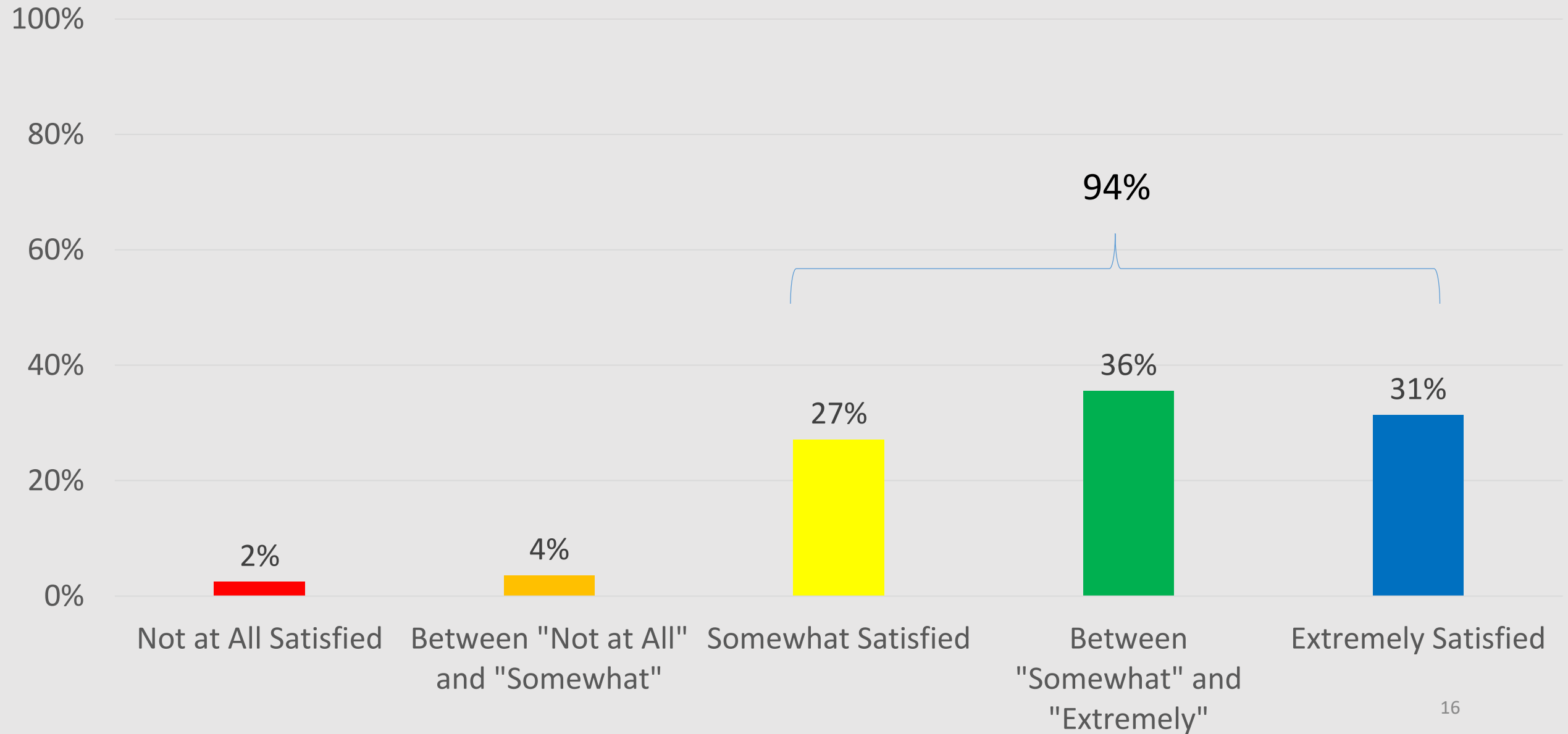
Public Works

OVERALL SATISFACTION



Value of Services

OVERALL SATISFACTION



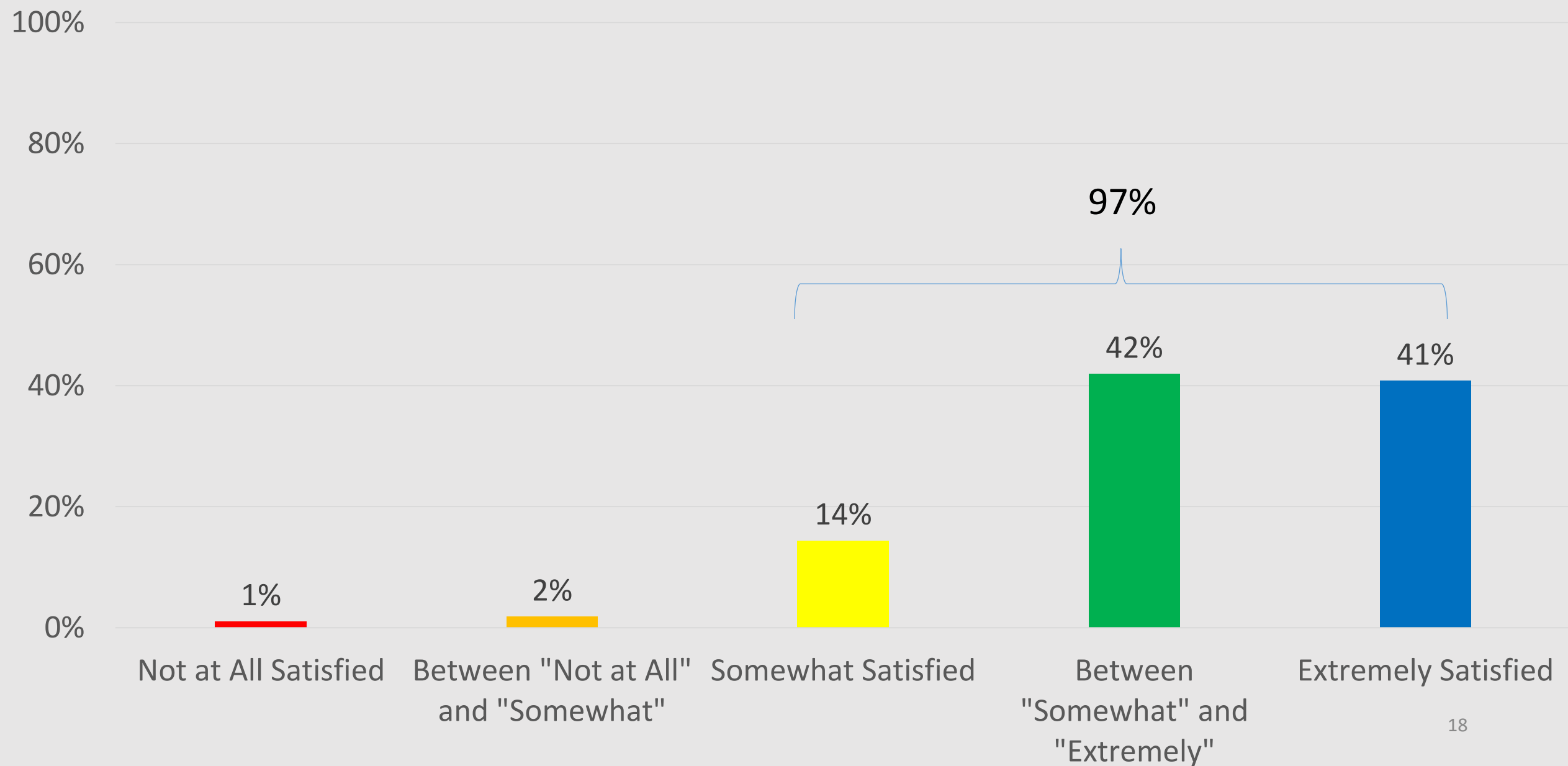
City-Wide Goals

OVERALL SATISFACTION

Priority	Council's Order of Importance	Respondent Order of Importance
1	Public Safety	Public Safety
2	Infrastructure	Quality of Life
3	Quality of Life	Infrastructure
4	Economic Development	Fiscal Sustainability
5	Fiscal Sustainability	Organizational Excellence
6	Organizational Excellence	Economic Development

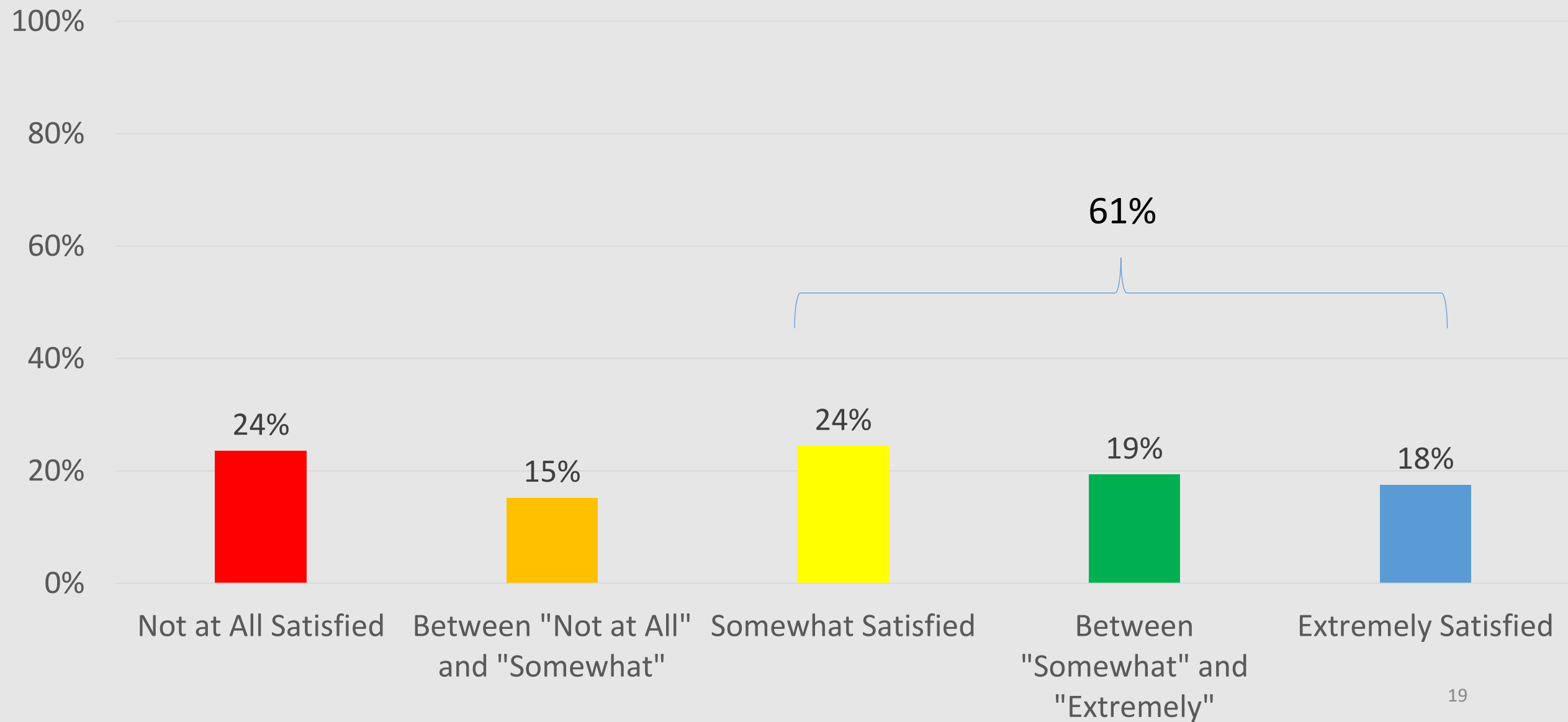
Overall Satisfaction

OVERALL QUALITY OF LIFE



Overall Satisfaction

ONLINE TRANSACTIONS



Open-Ended Responses

OVERALL SATISFACTION



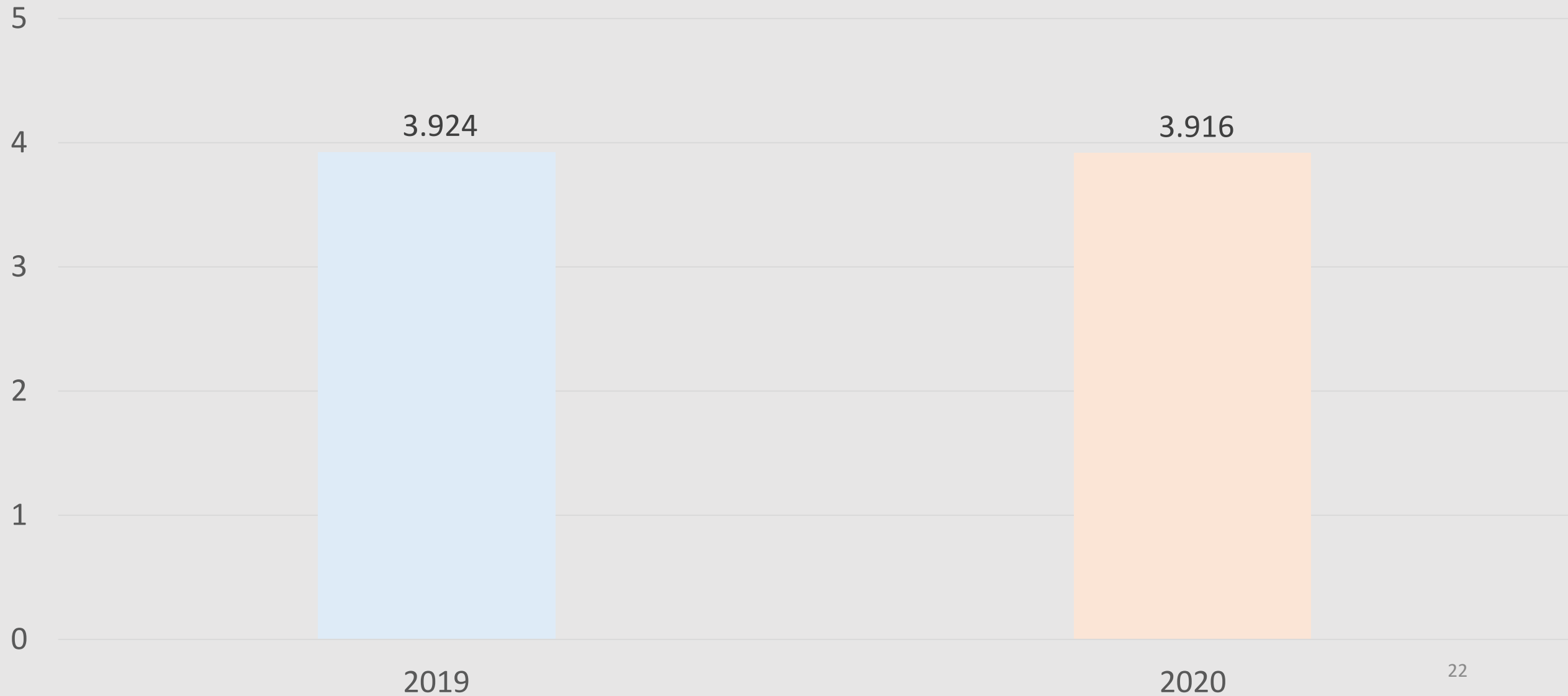
Open-Ended Responses

OVERALL SATISFACTION

2017		2018		2019		2020	
Word/Phrase	# of Responses	Word/Phrase	# of Responses	Word/Phrase	# of Responses	Word/Phrase	# of Responses
Traffic on Dunlawton	144	Dunlawton	193	Better	122	City	169
Road	76	Development	76	City	114	Better	155
Parks	58	Port Orange	70	Port Orange	98	Need	110
Traffic Lights	57	Stop	65	Dunlawton	94	Port Orange	103
Police	52	Traffic Lights	57	Need	90	Roads	84
Port Orange	49	Street	57	Roads	88	Make	83
Better Traffic	42	Park	53	Area	79	Stop	68
Restaurants	31	Better Traffic	50	Street	68	Area	67
Pay	28	Police	45	Parks	67	Water Bill	66
Growth	27	Water	43	Stop	64	People	64

Conclusion

OVERALL SATISFACTION



Conclusion

Issues:

- Transportation Mobility
- Goal Alignment
- Online Transactions

High Points:

- Fire Service
- Garbage Collection
- Parks and Recreation
- Overall Quality of Life



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/15/2020

Consent item: No

SUBJECT: (J27) Approval to Renew the Annual Services Agreement with Halifax Humane Society for FY21

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the proposed agreement with Halifax Humane Society.

SUMMARY: FY21 renewal of the Annual Services Agreement with Halifax Humane Society. This agreement now includes language and fees for the Return to Field (RTF) program. Fees not related to RTF remain the same as last year.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	HHS Letter	HHS Letter.pdf
2.	Proposed FY21 HHS Agreement Sheltering	Proposed FY21 HHS Agreement Sheltering.pdf

Eric Fisher
Thomas Grimaldi
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 8/24/2020
Approved - 8/25/2020
Approved - 9/9/2020
Approved - 9/10/2020
Approved - 9/10/2020
Approved - 9/10/2020
Final Approval - 9/10/2020



*Protecting
Animals in the
Greater
Daytona Beach
Area Since 1937*

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Miguel Abi-hassan



RECEIVED

AUG 21 2020

Friday, August 14, 2020

**City of Port Orange
City Manager**

Dear Elected Officials & Staff

Attached you will find the 2020-2021 Animal Sheltering Services contract with Halifax Humane Society. This year we are again proud to announce that there will not be an increase in our baseline fees. In fact, a new program for community cats is included within the contract to hopefully reduce populations and save approximately 50% in husbandry fees. The new program is called Return-to-Field (RTF).

RTF is a program that has been making magnificent strides for reducing cat populations across the country in recent years. Borrowing from the proven methodologies of Trap-Neuter-Release (TNR) program, RTF furthers program results by enacting Animal Control Officers as trappers.

Data shows that less than 1% of community cats are reclaimed and across the nation less than 35% of admitted community cats are adopted. RTF programs redirect these unavailing animal care funds to same-day Spay/Neuter and release programs.

Halifax Humane is proud to announce that a granted trial run of the program with the City of Daytona Beach garnered outstanding results in complaints reductions, citizen approval and cat colony reduction. In preparation for the upcoming fiscal year's surgical volume HHS has increased the veterinary team and dedicated several days a week on the main campus to RTF.

Complimentary copies of the RTF Handbook are available to our partners, staff and officers. We encourage all stakeholders to review the promising data, best practices and operational guidelines at: <https://www.animalsheltering.org/return-to-field>

We look forward to providing the highest standard of animal care in the coming fiscal year. HHS's renown for excellence in animal care and now a stunning new main campus. We are excited to offer this program along with the services we have delivered to our Citizen's throughout the years. If you have any questions about RTF or any portion of this contract please reach out to me directly.

Enclosed, you will find 2 copies of the contract for signature; please return 1 signed copy for our records at your earliest convenience.

Kindest regards,

Miguel Abi-hassan, CAWA
Chief Executive Officer

**AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange**

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Port Orange**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2020, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2021 and October 1, 2021. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Port Orange, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the City of Port Orange's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats

following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days (unless the City determines the cat shall be referred to the Return to Field (RTF) program as described below). If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (d) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will communicate with the City of Port Orange to determine the eligibility of the animal for the RTF Program. After consultation, the City of Port Orange will decide whether the cat will be referred for impoundment or RTF and notify the Humane Society. The RTF Program requires the following:
 - i. The fee schedule listed under Fees for RTF Cats only applies for services rendered at the shelter location.
 - ii. Ear Tipping – the cats left ear is tipped in accordance with the method used by Alley Cat Allies www.alleycat.org. If a cat is returned to Port Orange staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, Port Orange will return the cat to the Humane Society for the procedure without any additional charge to Port Orange.

- iii. Euthanasia – Upon presentation of a cat for the RTF program, HHS at its sole discretion will determine if the cat is healthy enough to survive surgery or whether it should be euthanized. HHS will notify the City of Port Orange's Animal Control Officers of the decision.
- iv. Examination – after the cat is anesthetized, an examination is performed to determine if the animal is fit for surgery and can be returned to field. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to field (abscesses, scabies, wounds, etc.) the Humane Society will perform those minor procedures at no cost to the City of Port Orange. The Humane Society will notify Port Orange's Animal Control Officer of the additional services.
- v. The City of Port Orange's Animal Control Officers are responsible for making surgery schedule arrangements with the Humane Society.
- vi. The City of Port Orange will not pay for any procedure for cats in the RTF program other than those expressly included in this agreement.
- vii. The parties acknowledge that cats cannot regulate their body temperature while recovering from anesthesia, therefore the Humane Society will hold all cats until they are appropriately recovered from the anesthesia and surgery and can be returned safely to the City of Port Orange.
- viii. The Humane Society will only release RTF cats to the City's Animal Control Officer unless the City has provided permission for a 3rd party release in writing.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Port Orange agrees to pay the following applicable

fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTF program)	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment
Fees for RTF cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	\$45
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	\$45
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	\$45

**Fees for Additional
Services**

Forensic calls and staff assistance	Staff Support:	\$10.00 per hr.
	Veterinarian Support:	\$75.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.
 - (d) The Humane Society will submit to the City of Port Orange, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.
 - (e) The Humane Society will use good faith efforts to try to collect from the animal's owner all costs for which the City of Port Orange is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.
4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.
5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the

seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a stray and the cap on the amount and liability of the city for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the city for HHS services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by the Humane Society when it is the City of Port Orange's belief that the dog poses a threat to public safety. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal under the Dangerous Dog Law and the cap on the amount and liability of the city for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the city for HHS services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized and the cap on the amount and liability of the city for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the city for HHS services in the contract year in which the claim arises.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Port Orange as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray" and the cap on the amount and liability of the city for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the city for HHS services in the contract year in which the claim arises. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Port Orange fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If the Humane Society exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Port Orange.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Port Orange 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 of Port Orange for damages, regardless of the number or nature of claims in tort, equity, or contract, 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 of Port Orange, which would otherwise be

barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the City of Port Orange is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 City Center Circle, Port Orange, Florida 32129.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City of Port Orange, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the City of Port Orange to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the City of Port Orange's custodian of public records, provide the City of Port Orange with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 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 and following completion of the contract if the contractor does not transfer the records to the City of Port Orange.
- d) Upon completion of the contract, transfer, at no cost, to the City of Port Orange all public records in the possession of the contractor or keep and maintain public records required by the City of Port Orange to perform the service. If the contractor transfers all public records to the City of Port Orange upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Port Orange, upon request from the City of Port Orange's custodian of public records, in a format that is compatible with the information technology systems of the City of Port Orange.

- e) Requests to inspect or copy public records relating to the City of Port Orange's contract for services must be made directly to the City of Port Orange. If contractor receives any such request, contractor shall instruct the requestor to contact the City of Port Orange. If the City of Port Orange does not possess the records requested, the City of Port Orange shall immediately notify the contractor of such request, and the contractor must provide the records to the City of Port Orange or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the City of Port Orange within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City of Port Orange. Humane Society shall indemnify, defend, and hold the City of Port Orange harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes City of Port Orange to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the

validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the City of Port Orange and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 9/10/2020

CITY OF PORT ORANGE

By: _____
Name: Donald O. Burnette
Title: Mayor
Date: _____

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 9/10/2020

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____