



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 1, 2022

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 Mike Swingle of First Baptist Church of Harbor Oaks
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Awards ceremony for Police Department
5. Presentation of Certified Municipal Clerk Designation to Assistant City Clerk Shelby Field

C. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Golf Advisory Board Report

D. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. January 18, 2022 - Regular City Council Meeting
 - b. January 20, 2022 - Town Hall Meeting
10. Bid Awards and Contract Items
 - a. Ratification of Emergency Purchase Cypress Head Clubhouse Roof
11. Resolution No. 22-4 - Approving the grant agreement and accepting the award in the

amount of \$383,849 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for Program Year 2020 (PY20).

12. Resolution No. 22-5 - Authorizing the Retention and Maintenance of the City's Record (Master) Copy by Electronic Media
13. Approval of Central Florida Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement
14. Approval for Fee Waiver - Port Orange Volleyball Club

E. PUBLIC PARTICIPATION (Agenda)

15. Presentation regarding tiny homes by Newton White
16. Jennifer Shawn Atkinson with For The Love of Shopping, LLC

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

G. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

H. PUBLIC HEARING

18. Second Reading - Ordinance No. 2022-1 - Mayor and City Council Compensation

I. REGULAR AGENDA

19. First Reading - Ordinance No. 2021-29 - Amending Section 22-4 of the Code of Ordinances, City Council District Boundaries
20. First Reading - Ordinance No. 2022-2 - Authorizing Electronic Signatures
21. County Wide Pet License Update
22. Update on the Trap Neuter Release (TNR) Feral Cat Program

J. ADDITIONAL ITEMS

23. City Attorney
24. City Manager

K. COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports
 - a. General Employees' Pension Plan - Vice Mayor Stiltner
 - b. River to Sea TPO - Council Member Foley

L. ADJOURNMENT

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



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



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

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

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: No

SUBJECT: (B4) Awards ceremony for Police Department

DEPARTMENT: Police Services

GOAL: Public Safety

RECOMMENDED MOTION: No motion required.

SUMMARY: Unit Citation Presented to Honor Guard

As a member of the Port Orange Police Department's Honor Guard, you have the high honor of representing the department at the funeral services for fallen police officers. The Honor Guards' presence during these services brings a sense of honored tradition for the family and respect for the sacrifice and service of the officer.

We recognize your professionalism and dedication in preparing for two funeral services a week apart. In the hours following the loss of a friend and co-worker, you spent countless hours practicing and training to execute every detail of the service with flawless precision. All the hard work paid off as you maintained your composure despite the challenge of the wind, heavy rain, and lightning during a dangerous lighting storm at the graveside service for Sgt. Justin White.

You represented the department and the memories of Sgt. Justin White and Officer Jason Raynor with honor. Thank you.

Award of Merit (Ofc. Anthony Turchon) & Award of Achievement (Ofc. Nicholas Calenda & Officer Zakerie Hicks)

On the 19th of June 2021 at approximately 1700 hours, Officer Hicks was dispatched to a call in which the reporting party's vehicle was stolen from his garage. Late that night, Officer Calenda was conducting a routine patrol in the area of Dunlawton Avenue and Nova Road where he observed a suspicious vehicle that matched the description of the stolen vehicle. He conducted a traffic stop and the male juvenile was taken into custody without incident. Officer Hicks and Officer Turchon arrived on scene and began interviewing the juvenile who was arrested for Grand Theft Motor Vehicle. Officer Turchon was able to develop a lead on two other people involved in the theft of the vehicle.

On the 21st of June 2021, Officer Calenda conducted a traffic stop on a vehicle for a headlight violation. It so happened that one of the occupants of the vehicle was one of

the leads developed in the previous incident. Officer Turchon responded to the stop and initiated an interview with the suspect. A full confession to the suspect's involvement in the initial crime was obtained. With the information Officer Turchon obtained, he was able to secure a video of the subjects in the stolen vehicle.

On the 24th of June 2021, Officer Turchon contacted the third suspect, and he was able to obtain a full confession to include admitting to entering the home and stealing the vehicle.

These investigations led to the initial arrest of the juvenile for Grand Theft Motor Vehicle, the second suspect for Burglary of an Unoccupied Dwelling and Grand Theft Motor Vehicle, and a Complaint Affidavit filed on the third suspect for Principle to Burglary of an Unoccupied Dwelling and Principle to Grand Theft Motor Vehicle.

Two important facts can be taken from this case. The first being that these three officers exemplify the department's mission statement which states, "To provide superior service to all visitors and residents of Port Orange; and bring the rule of law to criminals, with valor and integrity." The second fact that is not as well known to people outside the law enforcement field is the importance of teamwork to live up to that mission statement. This case shows what can be accomplished with such teamwork and excellent police work.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Citizen Commendation-Small 2021	Citizen Commendation-Small 2021.pdf
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Beth Unruh	Created/Initiated - 12/28/2021
Manuel Marino	Approved - 12/29/2021
Wayne Clark	Approved - 1/20/2022
Robin Fenwick	Final Approval - 1/20/2022

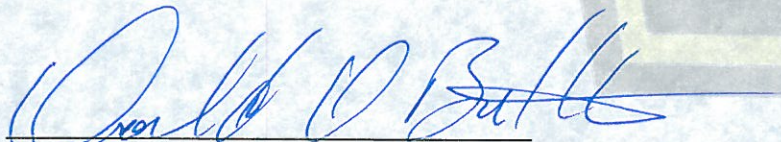
Citizen Commendation

Presented to James Small

On November 5th, 2021, at approximately 8:51 PM, Sergeant Andrew Mialki Jr., Officer Phillip Brashier, and Officer Nicholas Calenda responded to the area of 13 Cedar in the Woods about a motor vehicle crash. The reporting party advised that a vehicle hydro-planed into a ditch in front of his house. Port Orange received an abnormal amount of rain just before the incident, and a flood advisory had been issued for the area, including Colony in the Woods, the subdivision in which the crash occurred.

Sergeant Mialki arrived and observed a Mazda hatchback in a flooded canal. The vehicle was halfway submerged in the water, and the driver was still inside the car. James Small, a Port Orange citizen who resides near 13 Cedar in the Woods, was in the canal next to the vehicle in chest-high water. Mr. Small was trying to help the driver out of the vehicle. Mr. Small could not get the door open because it was locked. Mr. Small attempted several times to break the driver's door window but was unsuccessful. Sergeant Mialki relayed over the radio that the vehicle was sinking and entered the canal. He broke the rear hatchback window and urged the driver to climb out the back of the vehicle. Officer Brashier arrived on the scene and entered the canal to assist. Due to the positioning of the rear passenger seats, the driver could not exit through the hatchback window. Officer Calenda arrived on the scene and also entered the canal. Officer Calenda was able to break the driver's door window. Upon breaking the window, the vehicle immediately began to fill with water and sink rapidly. The driver, who may have been in a state of shock or overcome with fear, was unable to exit the vehicle on her own. Officer Calenda was able to pull the driver out of the vehicle seconds after the vehicle became fully submerged underwater. The driver was taken to safety out of the canal and subsequently transported to the hospital with non-life-threatening injuries. There were no reported injuries by Mr. Small or the officers who were involved in the incident.

If not for the heroic actions of both Mr. Small and the officers involved, who did not hesitate to enter the water despite the risk to their own personal safety, the outcome may have been tragically different. We thank you for your incredible dedication to the Port Orange community.



Mayor Donald O. Burnette



Chief Manuel J. Marino

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 18, 2022

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

Invocation by Pastor Ken Sharpe of High Point Pentecostal Church

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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Also Present: City Manager Wayne Clark
City Attorney Matthew Jones
City Clerk Robin Fenwick

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

- #### 4. 2022 Certified Registered Nurse Anesthetist (CRNA) Week Proclamation

Mayor Don Burnette read and presented the CRNA Week Proclamation to Kate Olsen.

- ## 5. Human Trafficking Awareness Day Proclamation

Mayor Don Burnette read and presented the Human Trafficking Awareness Day Proclamation to Odetta Horruitiner.

- ## 6. Arbor Day Proclamation

Mayor Don Burnette read the Arbor Day Proclamation.

- ## 7. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided an update as to the course conditions and financial position of the Cypress Head Golf Course.

CONSENT AGENDA

- ## 8. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding item #17. He would like to see collection of the fees or other consequences instead of them being written off.

9. Agenda Approval

There were no changes requested by Council.

Motion to approve the Agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

10. Approval of Minutes

- a. December 7, 2021 - City Council/Town Center CRA Joint Special Meeting
- b. December 14, 2021 - Regular City Council Meeting
- c. December 14, 2021 - City Council/Town Center CRA Joint Special Meeting

11. Bid Awards and Contract Items

- a. Ratification of an emergency purchase to Danus Utilities, Inc. for the Wastewater Treatment Plant valve replacement for the East Influent Pump Station in the amount of \$64,955.
- b. Intent to Award ITB #21-24 to Drewry Site Development, LLC for Garnsey Water Plant Dewatered Lime Sludge Disposal
- c. Intent to Award RFSQ #21-03 Professional Engineering Services for Public Works & Utilities and Environmental Services
- d. Approval of Extension and Amendment No. 2 (CA5751) to Sliger & Associates, Inc. for a rate increase for surveying services.
- e. Approval of Extension and Amendment No. 1 (CA5750) to CPH for a rate increase for surveying services.
- f. Approval of Extension and Amendment No. 2 to Mead & Hunt for a rate increase for Professional Engineering Services (CA5670)

12. Resolution No. 22-1 - Budget Appropriation - FY2020-2021 Carryover of Open Encumbrances and Project Budgets

13. Resolution No. 22-2 - Revising the Parks & Recreation Youth Scholarships Program

14. Resolution No. 22-3 - Approving the grant agreement and award in the amount of \$404,640 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant for Program Year 2021 (PY21).

15. Approval to submit a grant application for Victim's of Crime Act (VOCA) funding.

16. Approval of Temporary License Agreement with Intracoastal Villas Home Owners Association (HOA)

17. Approval to Write Off Uncollectible Accounts Receivable Debts

18. Approval of Proportionate Fair-Share Agreement for Woodspring Suites Site Plan - Case No. 21-80000013

19. Approval of Interlocal Agreement for Regional Opioid Settlement Fund Plan

Motion to approve the Consent Agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Don Drogowski, citizen, spoke regarding the procedure for notifying a property owner of "abnormal water usage detected". He has not been able to get a clear/concise procedure.

Sara Baker, 129 Old Sunbeam Drive, South Daytona, spoke regarding a noise complaint against Doghouse Bar & Grill.

An anonymous man asked that anonymous request for record be taken seriously.

COUNCIL COMMENTS

20. Comments/Concerns from Council Members

Council Member Jonathan Foley spoke regarding his discussion with the City Manager on allowing the Environmental Advisory Board to use tree mitigation funds to plant trees for Earth Day but currently the ordinance only allows the funds to be used on City owned property. He also spoke regarding his work on the website with Staff.

Council Member Chase Tramont asked for details regarding notification to citizens regarding abnormal water levels. Robin Hayes, Interim Finance Director, spoke regarding the process and the actions being taken moving forward to ensure information on accounts is up to date and complete.

Vice Mayor Scott Stiltner suggested having the Environmental Advisory Board look at the Brazilian peppers that are invasive along the shoreline. He also spoke regarding sidewalk repair that is in the works. He asked the City Manager to provide information to Council in February.

Mayor Don Burnette thanked Robin Hayes for her service with the City and congratulated her on her new position as City Manager of Cocoa Beach.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

21. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, provided an update from their most recent meeting.

22. Golf Advisory Board Report

Lance Green was unable to attend. The City Clerk will reschedule.

23. Parks & Recreation Advisory Board Report

Mark Bowling, Chair, provided details from their recent meeting.

PUBLIC HEARING

24. Second Reading - Ordinance No. 2021-28 - 2021 Comprehensive Plan
Capital Improvements Element (CIE) Annual Update

Mayor Don Burnette read Ordinance No. 2021-28.

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2022-2027 FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-28 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

REGULAR AGENDA

25. First Reading - Ordinance No. 2022-1 - Mayor and City Council
Compensation

Mayor Don Burnette read Ordinance No. 2022-1.

ORDINANCE NO. 2022-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE CODE OF ORDINANCES, SECTION 2-27 AND 2-30 PROVIDING FOR THE SALARY OF THE MAYOR AND MEMBERS OF CITY COUNCIL, RESPECTIVELY; PROVIDING FOR REPEAL OF CONFLICTING

ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-1 as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian.

Mayor Don Burnette spoke regarding his request to consider Mayor and Council's compensation. After 20 plus years, he believes there should be an increase to their salaries and suggested a formula similar to the one used by New Smyrna Beach. The ordinance as presented is a salary to the Mayor of 60% of the County Chair's salary each year and the Council Members salary would be 75% of the Mayor's salary. He believes this Council should be paid more than New Smyrna Beach but not necessarily as much as Daytona Beach.

Jamie Miller, Deputy City Manager, provided details regarding the Charter provisions around Mayor and Council's compensation and explained the formula being presented.

Vice Mayor Scott Stiltner discussed the increased demands of Council Members as the City grows.

Motion failed 2-3 by roll call vote with Council Member Jonathan Foley, Council Member Chase Tramont, and Vice Mayor Scott Stiltner voting no.

Vice Mayor Stiltner believes an adjustment is warranted but not as high as presented. He suggested a different percentage and would like to discuss it further.

Motion to reconsider was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

Motion to amend Ordinance No. 2022-1 to 45% for the Mayor's salary instead of 60% was made by Vice Mayor Scott Stiltner and Seconded by Council Member Jonathan Foley.

Stan Schmidt, citizen, spoke regarding the pay for the County Commission and school board, as well as the benefits they receive.

Motion to amend the ordinance carried 3-2 by roll call vote with Council Member Jonathan Foley and Council Member Chase Tramont voting no.

Motion to adopt Ordinance 2022-1 as amended was made by Council Member Drew Bastian and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-2 by roll call vote with Council Member Jonathan Foley and Council Member Chase Tramont voting no.

26. Adoption of Port Orange City Council Local Rules of Procedure ("Local Rules") for 2022

Motion to approve was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

27. City Attorney

There was nothing further.

28. City Manager

City Manager Wayne Clark thanked Robin Hayes for her service and wished her well.

COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. First Step Shelter - Council Member Tramont

Council Member Chase Tramont provided details from their recent meeting.

b. Arthaus - Council Member Tramont

Council Member Chase Tramont had nothing to report.

c. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette

Mayor Don Burnette asked if anyone was available to attend the meeting on Friday morning in his place as he is not able to attend. Council Member Jonathan Foley volunteered.

d. Roundtable of Elected Officials - Mayor Burnette

Mayor Don Burnette provided details from their recent meeting.

e. River to Sea TPO - Council Member Foley

Council Member Jonathan Foley advised the meeting is on January 26, 2022. He spoke regarding the Bicycle Pedestrian Committee, which is looking for an appointment from Port Orange. Council Member Foley has asked a resident and once confirmed will advise the Council.

ADJOURNMENT - 8:00 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

TOWN HALL MEETING
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 20, 2021

THE TOWN HALL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 7:00 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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Mayor Don Burnette welcomed all and presented information on the City. Council introduced themselves, answered questions from citizens, and asked questions of them.

Mayor Don Burnette introduced Wayne Clark, City Manager, and Matthew Jones City Attorney. Mr. Clark introduced City Staff present.

Citizens like our parks, events, and cleanliness of the city. They'd like to see more events, a farmer's market at city center, and less traffic.

ADJOURNMENT - 8:07 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (D10a) Ratification of Emergency Purchase Cypress Head Clubhouse Roof

DEPARTMENT: Parks & Recreation

GOAL: Infrastructure

RECOMMENDED MOTION: Move to approve and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The roof at Cypress Head clubhouse was scheduled to be repaired in the FY22 CIP. However, before the funds were appropriated, it was determined that the roof leaks needed to be repaired as soon as possible. Failure to fix the roof would cause significant damage to the building and would have disrupted restaurant operations. The City Manager approved the emergency request to replace the roof and staff solicited three quotes and RJ Group was the lowest quote for \$101,232.00 and was awarded the work. Work was completed to all city standards in December 2021. City policy requires the council to ratify the expenditure.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Executed contract	Executed contract.pdf
2.	Change Order 1 to Standard Contract RJ Group	Change Order 1 to Standard Contract RJ Group.pdf

Susan Lovallo
Susan Lovallo
Linda Truitt
Robin Hayes
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 1/3/2022
Approved - 1/3/2022
Approved - 1/3/2022
Approved - 1/3/2022
Approved - 1/21/2022
Approved - 1/21/2022
Final Approval - 1/21/2022



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 28th day of **September, 2021**, 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 **R/J GROUP, INC.**, a Florida corporation whose principal address is 4244 Jackson Str., Port Orange, FL 32127 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange for the removal and replacement of the existing shingle and modified roofing at the Cypress Head Golf Course clubhouse and restaurant, as more specifically described in the City's Quote Request and the Contractor's enclosed Base Bid, as well as Alternate # 1 and Alternate #3, attached hereto as Exhibit "1" and made a part hereof by reference and 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 commence upon issuance of a written Notice to Proceed executed by the City and shall be substantially complete within forty (40) calendar days with final completion thirty (30) calendar days thereafter ("Term").

Manner and Place: As outlined in Exhibit "1," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed \$94,300.00. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the

Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

6. Termination for Convenience of the City

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

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

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

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

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or 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								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$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: Susan Lovallo, Parks & Recreation Director 1395 Dunlawton Ave. Port Orange, Florida 32129 (386) 506-5850
Contractor:	R/J Group, Inc. Attention: Richard N. Johnson 4244 Jackson Str. Port Orange, FL 32127 (386) 200-5064

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: Andrew Kees

Printed Name: Candra Duncan

R/J GROUP, INC.

By: [Signature]

Printed Name: Richard N. Johnson

Title: 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: 9-14-21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 14th day of September, 2021, by Richard N. Johnson, as President of R/J Group, Inc., a Florida Corporation. He or she is personally known or produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Shelby Field
Printed Name: Shelby Field

By: [Signature]
Wayne Clark, City Manager

Lorie Harris
Printed Name: Lorie Harris

Date: 9/28/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 28 day of September, 2021, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or ___ produced ___ as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

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

Witnesses:

ATTEST:

Shelby Field
Printed Name: Shelby Field

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



Lorie Harris
Printed Name: Lorie Harris

Date: 9/28/2021

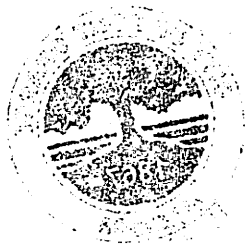
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 28 day of September, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or ___ produced ___ as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

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



RECEIVED
Commission & GO 21400
Expires November 8, 2011
Bonded for the United States



RECEIVED
Commission & GO 21400
Expires November 8, 2011
Bonded for the United States



Exhibit "1"

Cypress Head Re-roof Project

Quote Request for Re-roofing of the Cypress Head

Clubhouse and Restaurant, 6231 Palm Vista,
Port Orange, Florida

Scope of Work and Special Conditions

1. Furnish all labor, equipment, material, insurance and supervision to remove and replace the existing shingle and modified roofing at the Cypress Head clubhouse and restaurant.
2. Refer to attachment #6,7, & 8(photographs/instructions) for repairs to the hood and exhaust fans.
 - A. Replace base pan at curb for supply.
 - B. Replace curb adapter for fans.
 - C. Replace make-up air duct off supply fan.
 - D. Replace snap hinges and screws on fans with new.
 - E. Clean grease duct prior to any welding.
 - F. Clean, prime, and paint exhaust fan base.
 - G. Fabricate new exposed material using white prefinished aluminum. Install with stainless steel screws and isolation washers to resist electrolysis with dissimilar metals.
3. Furnish and install a new electrical disconnect for the existing aluminum hood fan as shown on attachment #8. Remove and replace the conduit from the disconnect to the existing aluminum hood fan. The new disconnect shall be fabricated from plastic or similar, non-corrosive material – color black or gray.
4. Remove the existing gas vent stack as shown in attachment #7. Remove the rusted roof flashing. Replace the roof flashing with new, compatible flashing. Reinstall the gas vent pipe. Test piping components after this work is completed.
5. The roofing contractor certifies to the city that he has visited the site, obtained field measurements and that he is familiar with all existing conditions.
6. The roofing contractor shall **include** the cost(s) for performance and payment bond.
7. The roofing contractor shall **include** the cost(s) for all permits and fees, in the quotation. A licensed electrical contractor, H.V.A.C. or sheet metal contractor, and a licensed gas contractor are required for this permit.
8. Debris generated by the roofing contractor must be removed from the site at the end of each workday. The contractor must use a "rolling magnet" **daily** to ensure that no nails are left on the site. All debris removed by the contractor will be hauled off site by the contractor to an approved and licensed landfill. The contractor cannot use any City trash containers at this site.

9. The existing building will remain **open** during the re-roofing project. The City will provide a designated walkway for the public to enter and exit the building.
10. The roofing contractor may use the existing restrooms in lieu of a port-o-let.
11. Working hours are 7:00 am – 5:00 pm Monday to Friday. Arrangements can be made to extend hours of work and to work on Saturdays. No work is allowed on holidays.
12. The roofing contractor **must** obtain inspections by the City of Port Orange Building Department. All work must comply with applicable codes, and installation instructions by the appropriate material manufacture(s).
13. Roofing contractor will provide all manufacturer and labor warranties to the City of Port Orange, to include a twenty year (20), no dollar limit warranty(N.D.L.), for the two (2) modified roofs.

Specifications

The **Basis of Design** for the duct system including the outline specifications were furnished by D.G. Meyer, H.V.A.C.

The **Basis of Design** for the roofing products and incidental material is as follows:

Shingle Manufacturer's

- A. CertainTeed Corporation. Manufacturer's standard colors.
- B. Owens/Corning Corporation. Manufacturer's standard colors.
- C. Atlas Corporation. Manufacturer's standard colors.
- D. G.A.F. Corporation: Manufacturer's standard colors.
- E. Approved equal

Provide a minimum of two (2), un-opened bundles of shingles for future repair. Deliver to Kevin Sweat at the completion of the project.

Underlayment (i.e. "Peel N Stik"):

- A. Resisto Corporation (Use under CertainTeed or Atlas Shingles).
- B. Owens/Corning Mat (Used under Owens/Corning shingles).
- C. G.A.F. Corporation (as recommended by G.A.F.)
- D. Approved equal

Modified Roofing ("Flat Roof(s)")

- A. G.A.F. Corporation.
- B. Owens/Corning Corporation
- C. Atlas Corporation.
- D. CertainTeed Corporation.
- E. Approve Equal

Do not "mix" manufacturers. Provide shingles and modified roofing using one (1) manufacturer. Provide a twenty year (20), no dollar limit warranty (N.D.L.), for the two (2) modified roofs.

Gutters

The base bid includes the removal of all gutters and the re-installation of the existing gutters.

Drip Edge:

Minimum of 5 ½" wide, prefinished aluminum with 2 ½" face and 3" wide coverage on the roof, using manufacturer's standard colors. Fabricate to SMACNA's standards.

"K" Flashing:

Match exposure of drip edge (at minimum, on the vertical face using pre-finished aluminum, based on manufacturer's standard colors. (i.e. 2 ½" vertical exposure on face of drip edge, requires a minimum of 2 ½" exposure on the vertical wall).

"Roof Boots"

Remove/Replace "roof boots" with lead boots or an acceptable material, approved by the shingle manufacturers and the applicable building code(s).

Off Ridge Vents

Base Bid: Re-use existing

Alternate #2: Install new, prefinished, aluminum off ridge vents to match size of existing.

Miscellaneous Roof Metals

1. All metal to be fabricated to SMACNA's standard profiles/specifications.
2. Fasteners to be stainless steel with isolation washers (i.e. plastic, rubber or specified by the fastener manufacturer.)

Installation/Workmanship:

1. Re-nail the existing deck with 8d., ring-shank nails, 2 3/8" long, re-nailing the deck at 6" on center.
2. Remove and replace any water damaged roof decking with matching material of the same thickness and grade.
3. Stuccoed walls at the roof dormers and stuccoed walls at the kitchen hood will be pressure cleaned and repainted by the city **prior** to roofing work. All rusted metals at the kitchen hood will be replaced by a licensed H.V.A.C. contractor **prior** to roofing work.
4. The city will remove the satellite dish and store for reinstallation by the city. The roofing contractor will furnish and install a new base with proper flashing to receive the satellite dish. The city will re-install the dish at the appropriate time.
5. Remove/Replace any damaged "facia boards". Replace with pressure treated material to match the existing profile.
6. Install new, pressure treated 2X4's or 2X6's to any rotted or water damaged "truss tails", alongside of the roof "truss tails". Install new members to comply with applicable code(s).
7. Install new, "peel N' stick" roof membrane in strict accordance with the manufacturer's printed instructions on the appropriate membrane, **to comply with the installation instructions**. Obtain an inspection by the Building Department if required.
8. Install the roof metals, "boots" and shingles in strict accordance with the manufacturer's instructions, printed on the material package.
9. Obtain the required inspections by the Building Department upon completion of the re-roofing.
10. Provide a letter from the shingle and modified roofing suppliers factory field representative, that the general installation is approved by the manufacturer.
11. Provide written warranty data to the City for the shingles.
12. Provide written warranty to the City for the roofing contractors installation.
13. Refer to the attached insurance requirements as specifically indicated in attachment #2.

14. All work to be completed within forty (40) calendar days after receipt of the Notice to Proceed, with an additional thirty (30) days to complete all contract requirements, close-out, etc.

Instructions for Quotation

Base Bid

Furnish all labor, equipment, material, insurance, and permit(s), performance and payment bond for the roofing and associated work as described in this quotation request, NOT to include carpentry labor or carpentry materials.

\$ 84,200.00 (Spell) Eighty-four thousand two hundred dollars

Alternate #1

The base bid includes the removal of all gutters and the re-installation of the existing gutters. In lieu of the above, provide new, pre-finished aluminum gutters to match the existing profiles

\$ 3,900 (Spell) Three thousand nine hundred dollars

Alternate #2

The base bid includes the removal and re-installation of the existing off-ridge roof vents. In lieu of re-using the existing vents, provide new off ridge vents constructed of pre-finished aluminum to match existing profiles.

\$ 0 (Spell) Zero
It is cheaper + best roof practice to replace these off ridge vents, price is built into base bid.

Alternate #3

Furnish and install a new exhaust fan assembly for the roof, if required (grease hood).

\$ 6,200.00 (Spell) Six thousand two hundred

Alternate #4

Furnish and install a new make-up air fan for the roof, if required.

\$ 0 (Spell) Zero
price is built into Alternate #3 pricing

Carpentry Repairs

The base bid does **NOT** include any carpentry repairs. Provide costs for carpentry repairs as follows:

- A. Labor cost per man hour for carpentry repairs. \$ 50 per hour.
- B. Cost per sheet of 1/2" CDX plywood, 4'X8'. \$ 50 each.
- C. Cost per sheet of 5/8" CDX plywood, 4'X8' \$ 65 each.
- D. Cost per lineal foot for P.T. #2 pine 2X4's \$ 2 per L/F
- E. Cost per lineal foot for P.T. #2 pine 2X6's \$ 3 per L/F

Cost for the above items will be **added** to the lump sum, base bid, based on actual job requirements.

Delivery Instructions for Quotations

E-mail your quotations to: ksweat@port-orange.org

In person to: 1395 Dunlawton Ave., Port Orange, FL

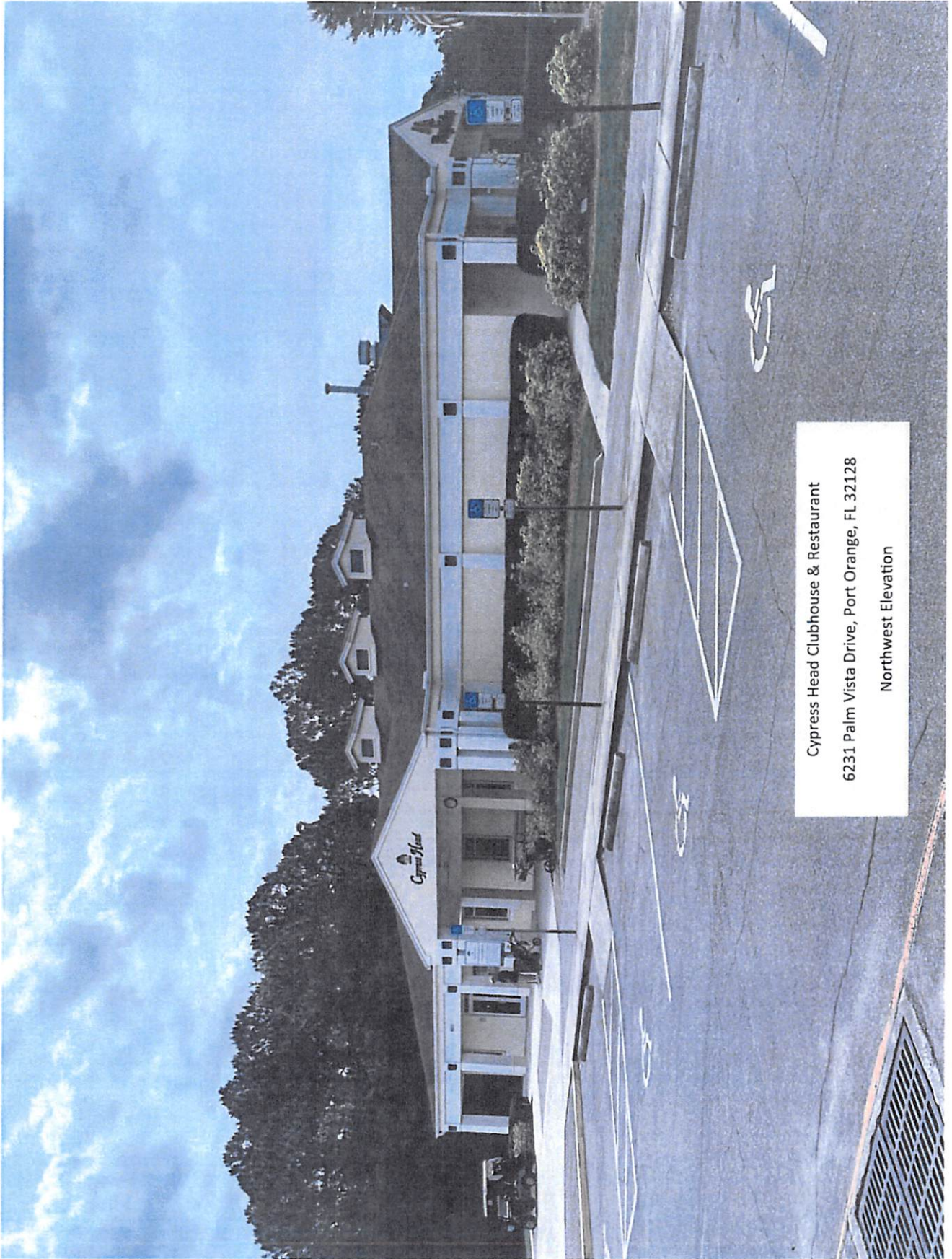
Quotations are due no later than: August 25, 2021 at 5:00 pm.

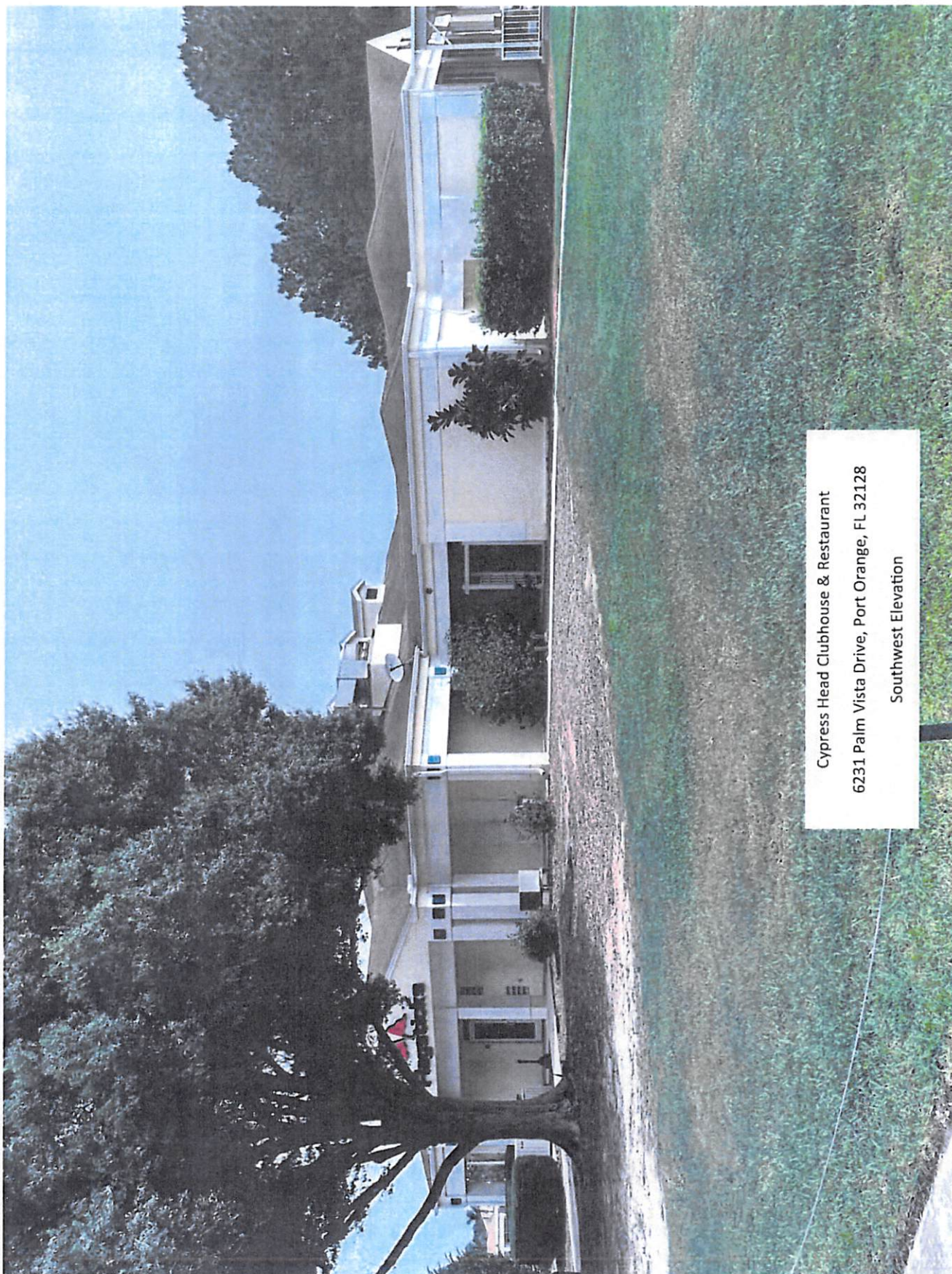
Please address any questions **in writing** only to: Kevin Sweat

Attachments

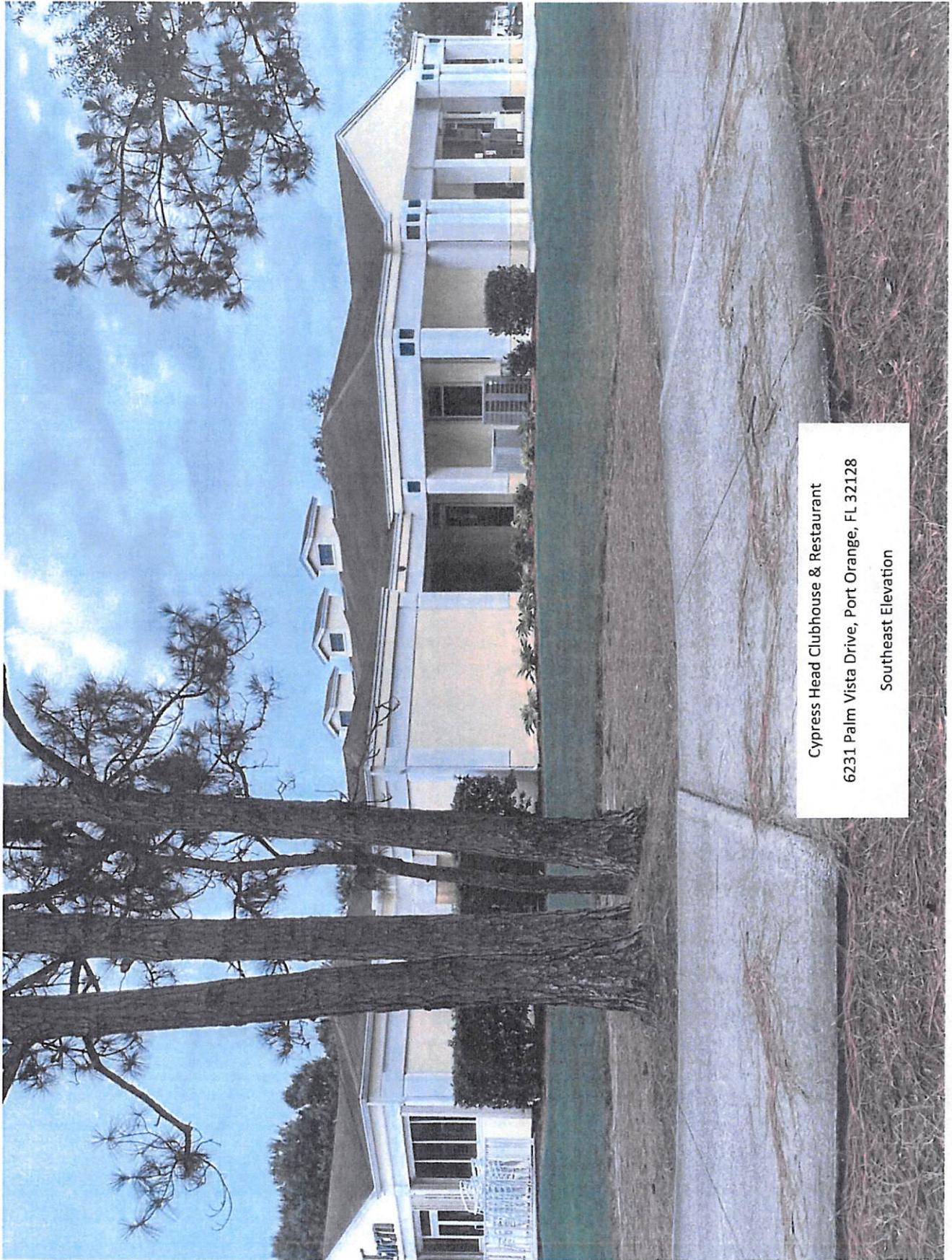
- 1-11. Photographs/Instructions.
- 12. Insurance requirements.

Attachment 1



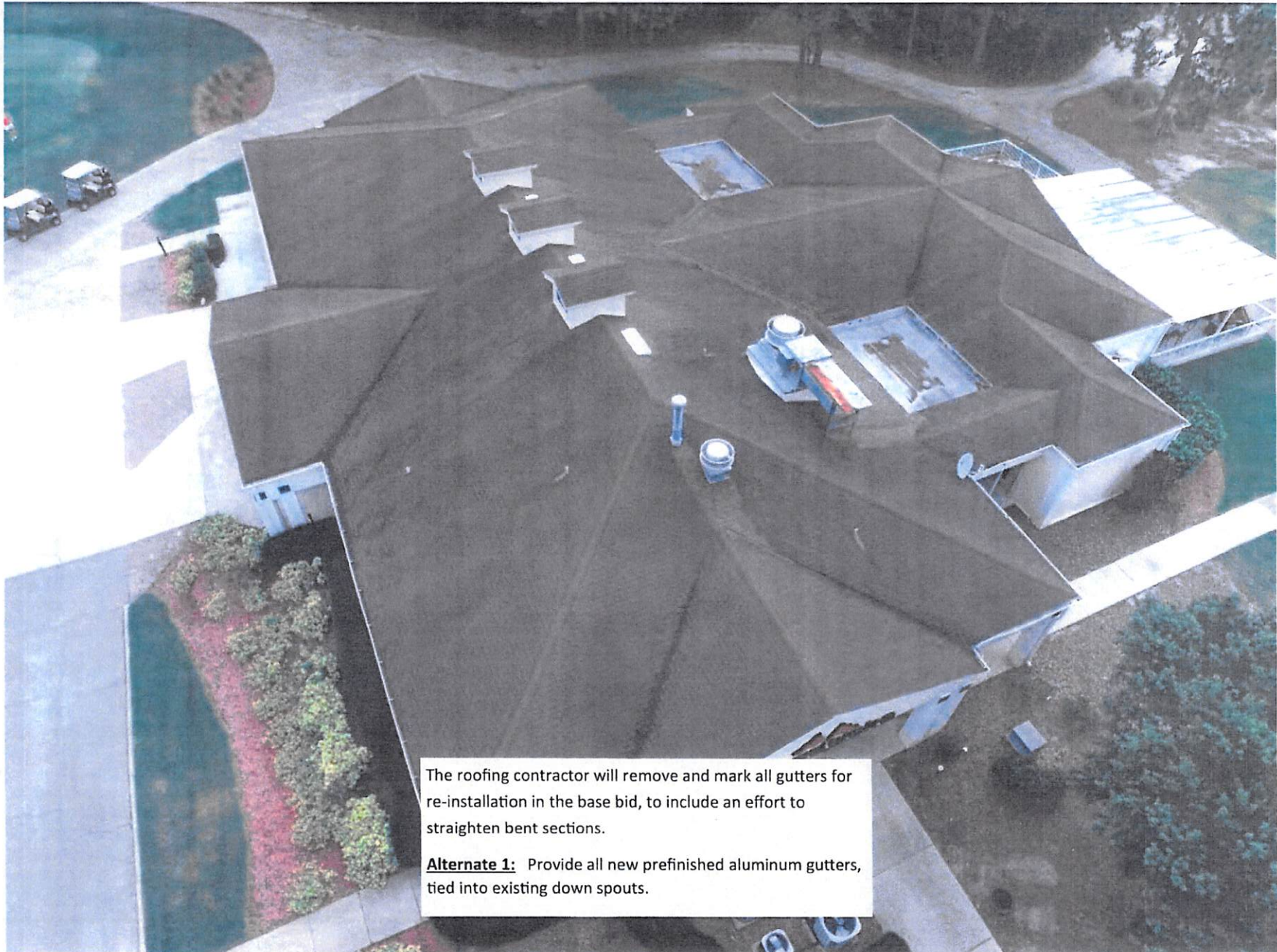


Attachment 3



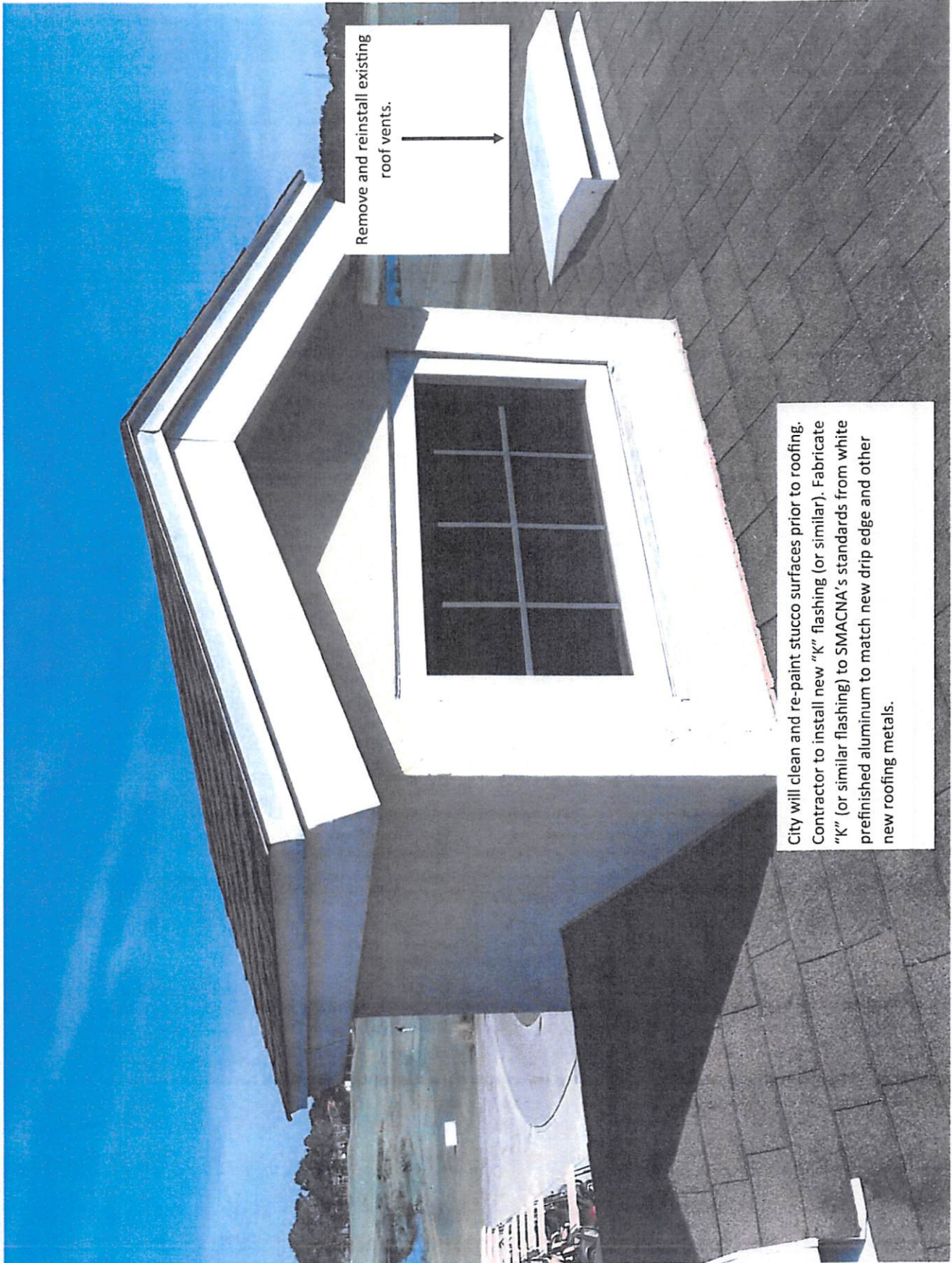
Cypress Head Clubhouse & Restaurant
6231 Palm Vista Drive, Port Orange, FL 32128
Southeast Elevation

Attachment 4



The roofing contractor will remove and mark all gutters for re-installation in the base bid, to include an effort to straighten bent sections.

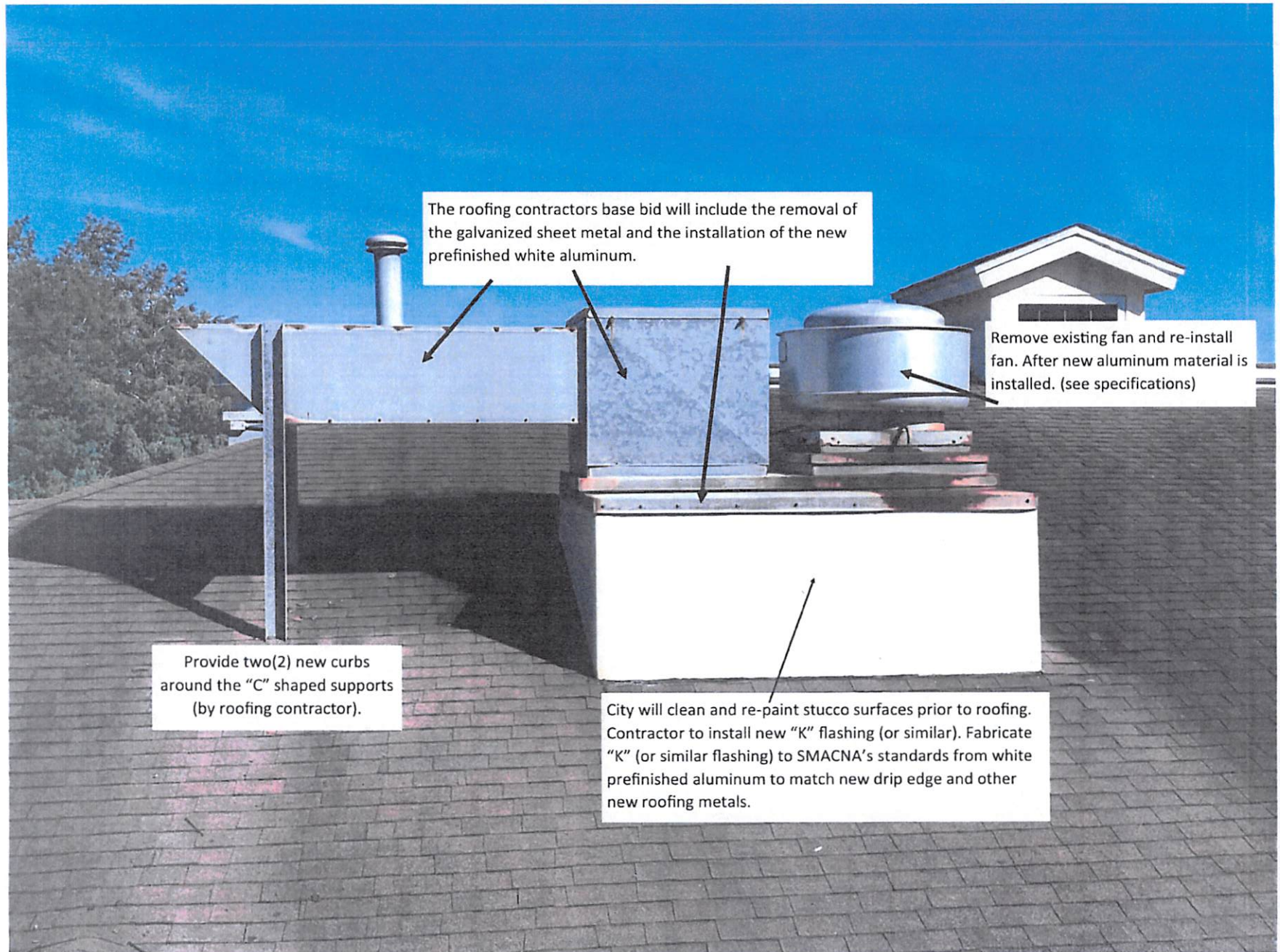
Alternate 1: Provide all new prefinished aluminum gutters, tied into existing down spouts.



Remove and reinstall existing
roof vents.

City will clean and re-paint stucco surfaces prior to roofing.
Contractor to install new "K" flashing (or similar). Fabricate
"K" (or similar flashing) to SMACNA's standards from white
prefinished aluminum to match new drip edge and other
new roofing metals.

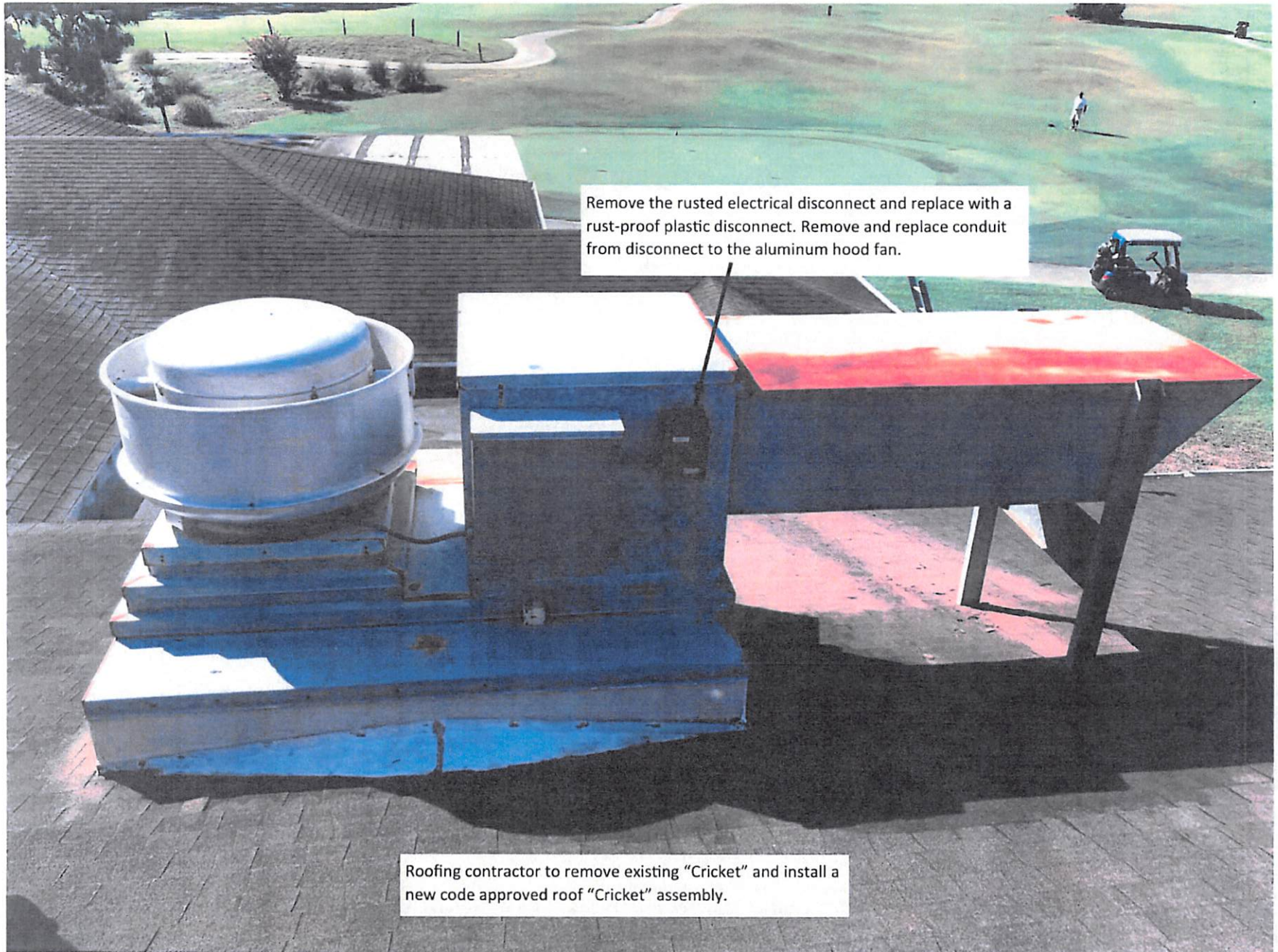
Attachment 6





Remove rusted flashing. Install new compatible roof flashing and reinstall vent piping.

Attachment 8



Attachment 9



City to remove satellite dish and store for reinstallation by City. Roofing contractor to construct and install proper curb.

Attachment 10





Roofing contractor to re-roof entire building, including the two(2) modified roofs.

Attachment 12

INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

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

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

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

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

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

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

EXHIBIT “2”

(Consisting of 3 pages)

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: **R/J GROUP, INC.**
Principal Business Address: **4244 Jackson Str.**
Port Orange, FL 32127
Contact Person: **Shaun Johnson, Vice President**
Phone Number: **(386) 760-0764**

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: **City Manager**
Phone Number: **(386) 506-5501**

Amount: \$94,300.00

City Case/Project No. _____

Description of Work: Re-roofing at the Cypress Head Golf Course clubhouse and restaurant

Project Location: **Cypress Head Clubhouse and Restaurant**
6231 Palm Vista St.
Port Orange, Volusia County, Florida

Legal Description: **A portion of Parcel ID 6331-03-00-0002, Cypress Head Clubhouse and Restaurant, located at 6231 Palm Vista St., Port Orange, Volusia County, Florida**

Front Page

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

[MTR/sal 2015-02-10]
[CA 7649]

Re-roofing at the Cypress Head Golf Course Clubhouse and Restaurant
Name of Project

City Project No. _____
Bond No. _____

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

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

BY THIS BOND, We, **R/J GROUP, INC.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **NINETY FOUR THOUSAND THREE HUNDRED DOLLARS (\$94,300.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

[MTR/sal 2015-02-10]
[CA 7649]

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

R/J GROUP, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[MTR/sal 2015-02-10]
[CA 7649]

CHANGE ORDER NO. 1
To: Standard Contract for Services dated September 28th,2021
between the City of Port Orange and R/J Group, Inc.

Project: # QIP 202- Cypress Head Golf Course Roof Replacement

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 94,300.00	Original Contract Times NTP Issued: November 15, 2021 Substantial Completion: (40 days from issuance of Notice to Proceed) Final Completion: January 24, 2022 (70 days from issuance of Notice to Proceed)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$94,300.00	Contract Completion Date prior to this Change Order: Final Completion: January 24,2022
Net Increase (decrease) of this Change Order No. 1: Increase Line \$ 6,932.20	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) N/A
Contract Price with all approved Change Orders: \$ 101,232.20	Contract Times with all approved Change Orders: Final Completion: January 24,2022

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Contract Agreement entered by and between the parties on September 28th, 2021.
- II. **REQUIRED CHANGES:** This Change Order No. 1 is necessary for modifications to the roof, from ridge vents to solar power attic vents, with additional gutter and downspout on the East side of the building. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** This Change Order No. 1 is necessary to complete the Cypress Head Golf Course Clubhouse and Restaurant with modifications to the roof, from ridge vents to solar power attic vents, with additional gutter and downspout on the East side of the building.

Changes in scope require Council approval. Is this a scope change? No
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract Agreement subject to a limit up to but not to exceed \$101,232.20. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
SUSAN LOVALLO,
Parks & Recreation Director

By: *Susan L. Lovallo*
Printed Name: Susan L Lovallo
Title: Parks & Recreation Director

Date Signed: 1/14/22

RECOMMENDED BY:

City's Representative

By: N/A
Printed Name: _____
Title: _____
Date Signed: _____

ACCEPTED BY:
R/J GROUP, INC.

By: *[Signature]*
Printed Name: Richard N. Johnson
Title: President

Date Signed: 1-14-22

RECOMMENDED BY:

Engineer of Record

By: _____
Printed _____ Name: _____
Title: _____
Date _____ Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 

Printed Name: Susan Lovallo

Title: Parks & Recreation Director

Date Signed: 1/14/22

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: 

Printed Name: Wayne Clark

Title: City Manager

Date Signed: 1/18/2022

If Council approval is required:

By: N/A

Printed Name: Don Burnette

Title: Mayor

Date Signed: _____

Affirmed:



Robin L. Fenwick, MMC, City Clerk

Date Signed: 1/18/2022

Subcontractor Name: R/J Group, Inc
 Name of Project: Cypress Head Golf Course reroof

Date: 11/30/2021
 Job # 8412
 Change Order #1

Description of Work: Eliminate (4) 4' off ridge vents, install (6) solar attic power vents Add additional Gutter and Downspout to East side of Building

NO.	DESCRIPTION	Material			Labor		Sub Cost	Total Cost
		Qty	Unit	Unit Price	Material Costs	Hours	Rate	Labor Cost
1								
2	4' off ridge vents	4	EA	\$ (35.00)	\$ (140.00)			\$ (140.00)
3	Labor to install 4' off ridge vents			\$ -	\$ -	4.00	\$ (25.00)	\$ (100.00)
4								\$ -
5	5/8" Plywood	4	EA	\$ 65.00	\$ 260.00			\$ 260.00
6	Labor to install new plywood decking(vent holes)			\$ -	\$ -	6.00	\$ 50.00	\$ 300.00
7								\$ -
8	48 Watt, tiltable solar attic fan	6	EA	\$ 599.99	\$ 3,599.94			\$ 3,599.94
9	Labor to install solar attic fans			\$ -	\$ -	6.00	\$ 35.00	\$ 210.00
10								\$ -
11	6" Gutter	30	LF	\$ 8.00	\$ 240.00			\$ 240.00
12	New Downspout	120	LF	\$ 8.00	\$ 960.00			\$ 960.00
13								\$ -
14								\$ -
15								\$ -
Total					\$ 4,919.94			\$ 410.00
								\$ 5,329.94

R/J Group Inc. Nathan Johnson

Sales Tax: \$ 344.40
 Payroll Taxes & Insurance \$ 102.50
 Subtotal \$ 5,776.84
 Overhead Costs - 15% \$ 866.53
 Fee - 5% \$ 288.84
 CHANGE ORDER PROPOSAL: \$ 6,932.20

APPROVED
 12-6-2021

R/J Group, Inc.
4244 Jackson Street
Port Orange FL 32127
386-760-0764
RJ GROUP
13111 PINE AVE
License: CGC 068886 (Florida)

Change Order

Order#: 1
Order Date: 11/30/2021

To: City of Port Orange
PO Box 291759
Port Orange FL 32129

Project: 8412
Cypress Head Clubhouse
6231 Palm Vista Street
Port Orange FL 32128

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Ordered By:

Customer Order:

Plans Attached ☐
Specifications Attached ☐

Description of Work	Amount
Eliminate Off Ridge Vents Install Solar Attic Vent	5,391.40
Add Additional Gutter and Downspout	1,540.80

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

6,932.20

The original Contract Sum was	94,300.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	94,300.00
The Contract Sum will be changed by this Change Order	6,932.20
The new Contract Sum including this Change Order will be	101,232.20
The Contract Time will be changed by	0 Days

Owner: _____ Date: 12/16/21
Contractor: _____

APPROVED
12-16-2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (D11) Resolution No. 22-4 - Approving the grant agreement and accepting the award in the amount of \$383,849 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for Program Year 2020 (PY20).

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 22-4 accepting \$383,849 grant funding and approving the grant agreement between the City of Port Orange and the U.S. Department of Housing and Urban Development.

SUMMARY: The City of Port Orange has been awarded a grant in the amount of \$383,849.00 from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. This award represents Year 5, the final year of the 5-Year Consolidated Plan 2016-2020. The PY20 Annual Action Plan outlined the use of these funds for Planning and Administrative Costs (\$76,769.80) and the City Center Sidewalk Project (\$307,079.20). The grant period is from 10/1/20 – 09/30/21.

The grant period reflects the federal year of that specific funding allocation. Due to program extensions and various waivers due to Covid, the funds are available for expenditure into the next year (10/1/21 - 9/30/22).

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Resolution No. 22-4	Reso 22-4 Approval of PY2020 CDBG Grant Agreement and Acceptance of Award.pdf
2.	PY 2020 HUD CDBG Grant Agreement_Mayor	PY 2020 HUD CDBG Grant Agreement_Mayor.pdf
3.	PY 2020 HUD CDBG Grant Award	PY 2020 HUD CDBG Grant Award.pdf

Alison Sylvester

Created/Initiated - 12/29/2021

Alison Sylvester	Approved - 12/29/2021
Julia Wiggins	Approved - 12/29/2021
Lynn Stevens	Approved - 12/29/2021
Linda Truitt	Approved - 12/30/2021
Robin Hayes	Approved - 1/3/2022
Matthew Jones	Approved - 1/4/2022
Wayne Clark	Approved - 1/20/2022
Robin Fenwick	Final Approval - 1/20/2022

RESOLUTION NO. 22-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ACCEPTANCE OF \$383,849.00 GRANT FUNDS FROM THE
U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK
GRANT; AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$383,849.00 grant from the
U.S. Department of Housing and Urban Development for PY2020 Administrative and
Planning Costs (\$76,769.80) and the City Center Sidewalk Project: (\$307,079.20) and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant
funding from the U.S. Department of Housing and Urban Development.

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

Section 1. The City Council of the City of Port Orange hereby
accepts the PY20 grant funding in the amount of \$383,849.00.

Section 2. The Mayor and City Clerk shall be authorized to execute any and
all documents, agreements or contracts necessary to implement this Resolution.

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 _____, 2022

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

Funding Approval/Agreement

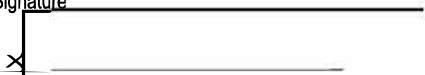
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Port Orange	3a. Grantee's 9-digit Tax ID Number 596000412	3b. Grantee's 9-digit DUNS Number 080827082
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1000 City Center Circle Port Orange, FL 32129-	4. Date use of funds may begin 10/1/2020	
	5a. Project/Grant No. 1 B-20-MC-12-0053	6a. Amount Approved \$383,849
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lisa Hill	Grantee Name (Contractual Organization) Port Orange (City Of Port Orange)		
Title CPD Director	Title Mayor		
Signature 	Date (mm/dd/yyyy) 12/3/2021	Signature 	Date (mm/dd/yyyy) 01/18/2022

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 08/16/2021	10. check one ☐ a. Orig. Funding Approval ☒ b. Amendment Amendment Number
		9b. Date Grantee Notified 12/3/2021	
		9c. Date of Start of Program Year 10/1/2020	
11. Amount of Community Development			
Block Grant		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$383,893	\$ 15
b. Funds now being Approved		\$383,834	
c. Reservation to be Cancelled (11a minus 11b)		-\$ 59	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Port Orange 1000 City Center Circle Port Orange, FL 32129-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4439

The Honorable Donald O. Burnette
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Mayor Burnette:

SUBJECT: FY20 Grant Agreement Transmittal Letter

The Jacksonville Florida Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$383,849
Total FY 2020 Award	\$383,849

Transmittal of these Grant Agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and City of Port Orange.

To establish a Line of Credit for Fiscal Year 2020 grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination. HUD has reviewed City of Port Orange's resale and/or recapture provisions and has determined that the provisions included in the Plan complies with the requirements at 24 CFR 92.254(a)(5).

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.
HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature/s. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement/s with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Lisa A. Hill, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates City of Port Orange on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Ken Pinnix, CPD Representative at (904) 208-6153 or Kenneth.M.Pinnix@hud.gov.

Sincerely,

LISA HILL	Digitally signed by: LISA HILL
	DN: CN = LISA HILL C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Community Planning and Development Date: 2021.12.06 16:01:54 -05'00'

Lisa A Hill, Director,
Office of Community Planning and
Development

Enclosures: FY2020 CDBG Grant Agreement and Special Conditions



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (D12) Resolution No. 22-5 - Authorizing the Retention and Maintenance of the City's Record (Master) Copy by Electronic Media

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 22-5.

SUMMARY: In an effort to 1) increase efficiency through the use of electronic transactions; 2) limit storage costs of physical records; and 3) increase security of records through maintaining back-ups and preserving historic records that slowly deteriorate over time, the City Clerk, through the City Manager, is requesting authority to maintain the City's record copy (official records) in an electronic format.

This resolution authorizes the City to preserve its official records in an electronic format and directs the City Manager to establish policy for electronic records management in accordance with applicable provisions found in the Florida Administrative Code and Florida Statutes.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Reso. No. 22-5 - Electronic Record Master Copy (1)	Reso. No. 22-5 - Electronic Record Master Copy (1).doc
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Robin Fenwick
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 3/19/2021
Approved - 1/21/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

RESOLUTION NO. 22-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE KEEPING AND MAINTAINING OF THE CITY'S RECORD (MASTER) COPY ON ELECTRONIC MEDIA; AUTHORIZING ACCESS TO PUBLIC RECORDS BY REMOTE ELECTRONIC MEANS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 119.01(2)(e), Florida Statutes, provides that access to public records by remote electronic means is an additional method of access that agencies, including municipalities, should strive to provide, to the extent feasible; and

WHEREAS, the City Council desires to provide, to the extent feasible, access to public records by remote electronic means via the City's electronic imaging system; and

WHEREAS, Florida Administrative Code Rule 1B-26.003 provides regulations relative to electronic recordkeeping which are applicable to the City; and

WHEREAS, Rule 1B-26.003 provides that the records custodians for agencies, including municipalities, may designate specific records as the official record, said records being named the "record (master) copy"; and

WHEREAS, Rule 1B-26.003 further provides that the record (master) copy may be maintained and kept on electronic media so long as the enumerated requirements in said Rule are met; and

WHEREAS, the City Council desires to approve the keeping and maintaining of the City's record (master) copy documents on electronic media; and

WHEREAS, the City has met or will meet all of the requirements of the Florida Administrative Code Rule 1B-26.003 for maintaining and keeping record (master) copy documents on electronic media.

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

Section 1. The above recitals are true and correct and are adopted and incorporated herein.

Section 2. The City Council of the City of Port Orange hereby provides for and approves, to the extent feasible, access to public records by remote electronic means via the City's imaging system, as an additional method of access.

Section 3. The City Council of the City of Port Orange hereby approves the keeping and maintaining of the City's record (master) copy documents on electronic media. In accordance with the requirements of F.A.C. Rule 1B-26.003, all records imaged into the imaging system are hereby classified as the official record (master) copy and duplicates of such records may be disposed of by the records custodian in accordance with state law.

Section 4. The City Manager is hereby directed to establish policy and procedures consistent with requirements of F.A.C. Rule 1B-26.003.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

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 January, 2022.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (D13) Approval of Central Florida Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement

DEPARTMENT: Police Services

GOAL: Goal 1 - Public Safety

RECOMMENDED MOTION: Move to Approve the MOU as presented and authorize the Chief of Police to execute the same on behalf of the City.

SUMMARY: The Central Florida Child Abduction Response Team (CART) is a voluntary cooperative covered under this mutual aid agreement between participating law enforcement agencies and the Florida Department of Law Enforcement. The goal of CART is to provide a pool of specialized investigators to focus on dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnappings, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	MOU-CART (Central FL Child Abduction Response Team) 2022	MOU-CART (Central FL Child Abduction Response Team) 2022.pdf
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Beth Unruh	Created/Initiated - 1/6/2022
Manuel Marino	Approved - 1/12/2022
Linda Truitt	Approved - 1/13/2022
Robin Hayes	Approved - 1/13/2022
Matthew Jones	Approved - 1/21/2022
Wayne Clark	Approved - 1/21/2022
Robin Fenwick	Final Approval - 1/21/2022

**VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE
PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW
ENFORCEMENT TO FORM A CENTRAL FLORIDA
CHILD ABDUCTION RESPONSE TEAM**

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby

approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, St. Lucie and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special

Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity that any Party is entitled to, statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE, Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2024, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY
COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE CENTRAL
FLORIDA CHILD ABDUCTION RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Florida Department of Law Enforcement (FDLE):

Richard Swearingen
Executive Director, Florida Department of Law Enforcement

Date

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY
COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE CENTRAL
FLORIDA CHILD ABDUCTION RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

For the Port Orange Police Department:

Manuel Marino
Chief of Police

Date of Execution



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (D14) Approval for Fee Waiver - Port Orange Volleyball Club

DEPARTMENT: Parks & Recreation

GOAL: Quality of Life

RECOMMENDED MOTION: Move to approve Addendum No. 1 to the Parks and Recreation Partner Agreement with Port Orange Volleyball and authorizing the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Port Orange Volleyball Club (POV) is a Parks and Recreation partner for the purpose of providing our citizens with competitive volleyball opportunities. The club utilizes the Port Orange gym space for practices, games and will host tournaments as fundraisers for the club. They pay an annual partner fee of \$6,866 per fiscal year for use of the facilities. The Port Orange gym has been closed since June of 2021 and the city has arranged for some gym space at the YMCA. However, due to YMCA programming, their time has been very limited. The club has had to rent space from other sources during the closure of the REC and has been unable to host any tournaments, therefore they are requesting a fee waiver for the FY22 agreement. The club would return to paying in full in FY23 as part of their annual agreement.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	POV Addendum 1 - 2022	POV Addendum 1 - 2022.docx
2.	DAYTONA SPORTS CLUB PO VOLLEYBALL Renewal Form 2021	DAYTONA SPORTS CLUB PO VOLLEYBALL Renewal Form 2021.pdf
3.	2019-2020 Volleyball Club- executed copy	2019-2020 Volleyball Club- executed copy.pdf

Susan Lovallo
Susan Lovallo
Linda Truitt
Robin Hayes
Matthew Jones
Susan Lovallo

Created/Initiated - 1/7/2022
Approved - 1/7/2022
Approved - 1/13/2022
Approved - 1/13/2022
Approved - 1/21/2022
Approved - 1/21/2022

Wayne Clark
Robin Fenwick

Approved - 1/21/2022
Final Approval - 1/21/2022

**CONTRACT ADDENDUM NO. 1 TO PARKS AND RECREATION PARTNER
AGREEMENT WITH PORT ORANGE VOLLEYBALL**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **DAYTONA BEACH SPORTS CLUB, INC.**, a Florida not-for-profit corporation, d/b/a Port Orange Volleyball, whose principal address is 5633 Devon Street, Port Orange, FL 32127 (hereinafter referred to as "Partner"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Parks and Recreation Partner Agreement between the parties dated October 5, 2021 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City has begun renovations to its gymnasium which has displaced Partner who can no longer use the facility for the agreed upon use; and

WHEREAS, the City attempted to make the YMCA facility available to the Partner as a substitute facility, but due to scheduling issues, has not been successful in securing said substitute facility; and

WHEREAS, the Partner has been a long-standing Parks and Recreation Partner with the City; and

WHEREAS, the City has determined that the Recreational Facility Use Fee spelled out in the Agreement for use of City facilities in FY-2022 should be waived considering this interruption in access to City facilities; and

WHEREAS, the Parties desire to amend the Agreement to recognize this fee waiver; and

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. City hereby agrees to waive the Partner's Recreational Facility Use Fee for FY-2022.
3. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
4. This Contract Addendum 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 Contract Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Partner and the City until the City signs this Contract Addendum.
5. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:

DAYTONA BEACH SPORTS CLUB, INC.
D/B/A PORT ORANGE VOLLEYBALL

Printed Name:

By:_____

Printed Name: _____

Title: _____

Printed Nam:

Date:_____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA #6442]



City of Port Orange
Agreement
RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☐ Standard Contract for Service CA No. _____
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____
☒ Parks and Recreation Partner Agreement CA No. 6442

Term From: 10/1/2021 To: 9/30/2022

Attached:

- ☐ Updated Bond ☒ Insurance Certificate/City as additional insured

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Daytona Beach Sports Club, Inc. d/b/a Port Orange Volleyball

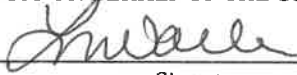
Name of Contact Person: Lauren Valle

Mailing Address: 2065 Taylor Road, Port Orange, FL 32128

Email Contact Address: lvalle7@yahoo.com

Phone: 407-383-9954 Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

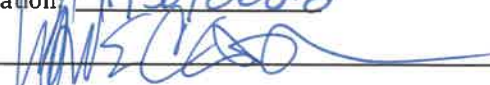
Contractor's Authorized Representative:  Date: 9/16/2021
Signature

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted ☐ Bond attached
☒ Insurance attached **OR** ☐ Insurance waived per Agreement

Agreement Expiration: 9/30/2022

City Manager:  Date: 10/5/21

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5937

Contact: Jennifer Sisk Fax: 386-756-5351

Email: jsisk@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER City of Port Orange Gym 1000 City Center Cr, FL 32129	COVERAGE DATES: 09/15/2021 - 8/31/2022
--	--

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED DBSC - POV 2065 Taylor Rd Port Orange, FL 32128	CERTIFICATE ID: 2KFLT6T5 CLUB CODE: W34W44
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INSURER(S) AFFORDING COVERAGE

Company A United State Fire Insurance Company NAIC# 21113
Company B Everest National Insurance Company NAIC # 10120

*For box below, INSR LTR refers to Company A or B.

COVERAGES - This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182697	9/01/2021 12:01 AM.	9/01/2022 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SIREX00142-211	9/01/2021 12:01 AM.	9/01/2022 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SIRML00176-211	9/01/2021 12:01 AM.	9/01/2022 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to DBSC - POV, License # 2KFLT6T5 Practice, DBSC - POV from 09/15/2021 through 08/31/2022, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies) attached CG 20 26 12 19 applies.

CANCELLATION - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.
REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.

FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.

Go to www.aasports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code



Authorized Representative

Certificate No. 20228612

3

inscertfacility.rpt

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below	
Name Of Person(s) Or Organization(s) (Additional Insured): City of Port Orange Gym 1000 City Center Cr, FL 32129	
Event:	Practice, DBSC - POV
Date:	09/15/2021 through 08/31/2022
Additional Premium: \$ N/A	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(if no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above
because of payments we make for injury or damage arising out of your operations or
"your work" done under a written agreement that requires you to waive your rights of recovery. The written
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or
organization shown in the Schedule above.



PARKS & RECREATION PARTNER AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of November 2019, between **DAYTONA BEACH SPORTS CLUB, INC.**, a Florida not-for-profit corporation, d/b/a Port Orange Volleyball, whose mailing address is: 5633 Devon Street, Port Orange, FL 32127 ("Parks & Recreation Partner"), and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, whose mailing address is: 1000 City Center Circle, Port Orange, FL 32129-4144 ("City"), hereinafter collectively referred to as the "Parties."

WHEREAS, the City Council recognizes the community benefit of allowing for Parks & Recreation Partner sports groups to utilize the City's facilities and provide a variety of competitive sports for the City's youths; and

WHEREAS, Parks and Recreation Department has created certain eligibility requirements for Parks & recreation Partner sports groups applying for use of the City's facilities (attached hereto as **Exhibit "A"**); and

WHEREAS, the Parks & Recreation Partner has met or exceeded the eligibility requirements referenced above; and

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

ARTICLE I - PREMISES

1.1 The City does hereby agree to provide usage of its recreational facilities, as described in the attached **Exhibit "B"** to Parks & Recreation Partner according to the terms and conditions herein contained; however, Parks & Recreation Partner expressly acknowledges that City activities shall take priority over all recreational facility usage.

1.2 City and Parks & recreation Partner represent and warrant that it has the full right and authority to enter into this Agreement and all of its terms.

ARTICLE 2- TERM

2.1 The term of this Agreement shall commence upon the date of execution and continue until September 30, 2020, unless sooner terminated as provided herein.

2.2 This Agreement may be renewed for additional one (1) year terms, solely at the City's option and with the mutual acceptance by Parks & Recreation Partner within thirty (30) days of the City's exercise of this option.

ARTICLE 3 – FEES

3.1 Recreational Facilities Use Fee

3.1.1 Parks & recreation Partner shall pay to the City a recreational facility use fee of Six Thousand Eight Hundred Sixty-Six and 00/100 Dollars (\$6,866.00) for year-round sports or Three Thousand Four Hundred Thirty-Three and 00/100 Dollars (\$3,433.00) for sports that last six (6) months or less each year. The recreational facility use fee may be paid in installments; however, the entire recreational facilities fee must be paid in full by the conclusion of the athletic season for which the recreational facilities are used.

3.2 Lighting Fee

3.2.1 Parks & Recreation Partner shall pay to the City a lighting fee of Ten and 00/100 Dollars (\$10.00) per hour for the use of any City facility which requires outdoor lighting.

3.2.2 Lighting fees shall be due and payable on a monthly basis. Lighting fees accrued in any month shall be paid on or before the 15th day of the following month.

3.3 Maintenance Staff Fee

3.3.1 City may provide Maintenance Staff at a rate of Twenty-five and 00/100 Dollars (\$25.00) for full-time employees and Fifteen and 00/100 Dollars (\$15.00) for part-time employees at the Parks & Recreation Partner's request. This fee shall apply to Maintenance Staff provided by the City outside of the normal operating hours for the Maintenance Staff.

3.3.2 Maintenance Staff availability is not guaranteed and is subject to change. Parks & Recreation Partner shall notify the City thirty (30) days in advance of any tournament or other athletic event requiring City Maintenance Staff.

3.3.3 Maintenance Staff Fees shall be due and payable in advance of the event requiring City Maintenance Staff. Should the actual hours worked by the Maintenance Staff exceed the projected number of hours submitted by the Parks & Recreation Partner, the amount of overage must be paid within ten (10) days of the conclusion of the event.

3.4 Field Setup Fee

3.4.1 Parks & Recreation Partner shall pay Field Setup Fee for use of any facility which requires City staff to setup the field prior to the event. This fee covers materials such as trash bags, toilet paper, paper towels, and chalk.

3.4.2 Parks & Recreation Partner may opt to have its own volunteers' setup the fields for play in lieu of paying for a fulltime maintenance person on site; however, they would have to pay for a maintenance person to be on call for tournaments or after hour games. Any person designated to setup fields for sporting events must be trained by the City of Port Orange Parks and Recreation Department prior to engaging in such activity.

3.4.3 Field Setup Fees shall be due and payable in advance of the event requiring field setup.

3.5 Fees Subject to Change

The City's current fee resolution is attached hereto as **Exhibit "C"**. These fees are subject to increase/decrease by Resolution of City Council. The City shall notify the Parks and Recreation Partner in writing of any fee changes, and said fee changes shall become effective upon the date of said notice.

3.6 Late Payments

If any payment of fees, referenced in Article 3, has not been received by the City within five (5) business days after payment is due, then City may charge a five (5) percent late charge on the past due payment.

ARTICLE 4 – INSURANCE

4.1 Parks & Recreation Partner must maintain and provide proof of general liability insurance in the amount of One Million Dollars (\$1,000,000.00) listing the City of Port Orange as an additional insured.

4.2 The Parks & Recreation Partner shall provide proof of the above insurance coverage in the form of a certificate of insurance annually on the 1st day of February for the entire duration of this Agreement.

4.3 City is entitled to direct notice of insurance cancellation.

ARTICLE 5 - HOLD HARMLESS AND INDEMNIFICATION

The Parks & Recreation Partner shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Parks & Recreation Partner or its agents, employees, licensees, coaches and members, that result in injury to person(s), constitute violations of individual rights of person(s), results in damage to property or any other liability for the City.

ARTICLE 6 – RECREATIONAL FACILITIES

6.1 Reservations

6.1.1 Parks & Recreation Partner may make reservations for the use of one court/field twice per week minimum. In addition, Parks & Recreation Partner may make reservations for three (3) tournaments each year. Tournaments shall not last more than three (3) days and shall be held between the hours of 7:00 a.m. and 10:00 p.m. unless otherwise expressly authorized by the City. Additional tournament and court/field reservations may be made if availability allows.

6.1.2 Parks & Recreation Partner shall only reserve recreational facilities for their own organization and are prohibited from reserving recreational facilities for others.

6.1.3 Parks & Recreation Partner agrees to provide a minimum of fourteen (14) day notice to the City when reserving recreational facilities for a tournament. Parks & Recreation Partner acknowledges that even with a fourteen (14) day notice, no recreational facility can be guaranteed to be available to the Parks & Recreation Partner on the date and time requested.

6.1.4 Parks & Recreation Partner agrees to provide a minimum of twenty-four (24) hour notice to the City when reserving recreational facilities for practices. Parks & Recreation Partner acknowledges that even with a (24) hour notice, no recreational facility can be guaranteed to be available for the Parks & Recreation Partner on the date and time requested.

6.1.5 Reservation requests shall be directed to Hannah Cooper (hcooper@port-orange.org) and Josh Anderson (janderson@port-orange.org). If City fails to respond within twenty-four (24) hours of a reservation request, Parks & Recreation Partner shall contact the Parks and Recreation Department via telephone at (386) 506-5851.

6.1.6 City reserves the right to cancel any tournament or practice due to

unsafe field/court conditions or sufficient proof of unauthorized activities.

6.2 Use

6.2.1 This Agreement is subject to and Parks & Recreation Partner shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange when using the City's recreational facilities.

6.2.2 City staff shall routinely check recreational facilities during tournaments and practices to ensure all rules and regulations are being followed.

6.2.3 Parks & Recreation Partner shall be prohibited from representing itself to be owner or sole user of any City facilities.

6.2.4 Parks & Recreation Partner shall be liable for any and all damage that occurs to recreational facilities during usage.

6.2.5 Parks & Recreation Partner shall report damage to facility within twenty-four (24) hours of known damage by calling (386) 506-5851 and by e-mail to Jennifer Sisk or Josh Anderson.

6.2.6 In the event of a medical emergency, Parks & Recreation Partner shall dial 9-1-1 and notify the City as soon as practicable thereafter in the manner set forth in the previous paragraph.

6.3 Lost & Found

All items left on City premises shall be held for thirty (30) days and after such time shall be considered abandoned and become the property of the City of Port Orange.

ARTICLE 7 – ASSIGNMENT

The Parks & Recreation Partner shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

ARTICLE 8 – TERMINATION

Either party may terminate this agreement upon ten (10) days written notice to the other party. The Parks & Recreation Partner shall be responsible for the payment of any and all fees outstanding at the time of termination, including but not limited to a pro-rated portion of the recreation facilities use fee.

ARTICLE 9 – MISCELLANEOUS

9.1 Eligibility Requirements. The eligibility requirements set forth in **Exhibit “A”** are hereby incorporated into this Agreement. Parks & Recreation Partner hereby agrees to maintain compliance with all eligibility requirements throughout the term of this Agreement. Failure to meet any eligibility requirement shall be considered a breach of this Agreement.

9.2 No Partnership. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the other. Neither party shall hold itself out contrary to the terms of this section and neither party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

9.3 Examination of Records. The Parks & Recreation Partner agrees that the City, or any of its duly authorized representatives, shall have access to and the right to examine and copy any pertinent books, documents, papers and records of the Parks & Recreation Partner involving transactions relating to this Agreement. The period for of access for records, books, documents, and papers which may relate to any litigation, or other settlement of claims arising out of the performance of this Agreement shall continue until the conclusion of all appeals in ongoing litigation or upon legal resolution approved by the Parties.

9.4 Counterparts. 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

9.5 Florida Law to Apply. This Agreement is entered into and is to be performed in the State of Florida. The City and the Parks & Recreation Partner agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

9.6 Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

[REMAINDER OF PAGE LEFT BLANK]

This Parks & Recreation Partner Agreement is executed by the Parties as of the respective dates below:

WITNESSES:

Jennifer Sisk
Printed Name
Peter Ferreira
Printed Name

PARKS & RECREATION PARTNER:
DAYTONA BEACH SPORTS CLUB, INC.
a Florida not-for-profit corporation
d/b/a Port Orange Volleyball

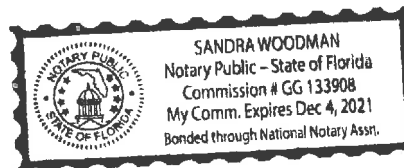
Lauren Valle
Printed Name: Lauren Valle
Title: President

Date: November 5, 2019

STATE OF Florida
COUNTY OF Volusia

The foregoing Parks & Recreation Partner Agreement was acknowledged before me this 5th day of November, 2019, by Lauren Valle, as President of Daytona Beach Sports Club, Inc. d/b/a Port Orange Volleyball, and who: ☐ is personally known to me; or ☒ has produced Florida Drivers License as identification.

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



WITNESSES:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Cynthia K Rivera
Cynthia K Rivera

Printed Name

Robin Fenwick

Robin Fenwick

Printed Name

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

Date: Nov. 21, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Parks & Recreation Partner Agreement was acknowledged before me this 21st day of November, 2019, by M. H. Johansson, as City Manager of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the city, and who: ☒ are personally known to me; or ☐ have produced _____ as identification.

Ruth E. Thayne

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

RUTH E. THAYNE

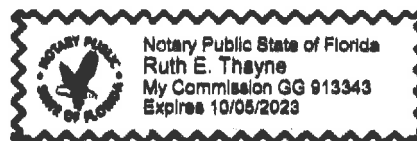


Exhibit "A"

Parks & Recreation Partner Policies

A) Any organization seeking to become a Parks and Recreation Partner shall apply to the Recreation Department and shall meet the following minimum eligibility requirements:

- (1) Must be a non-profit organization registered with the Florida Department of State, Division of Corporations.
- (2) Must undergo background screening for all adults who will be working with children in the organization in accordance with F.S. §§ 934.0438, 435.03, and 435.04, as may be amended from time to time.
- (3) Must offer physical, social or cultural activities for the community.
- (4) Must have city residents for at least 50 percent of its participants.

B) The following factors shall be considered in determining whether to approve or deny a Parks and Recreation Partner request:

- (1) The existing need for the services offered by the applicant.
- (2) The services offered by the applicant do not result in the unnecessary duplication of services already being offered by the recreation department or others. Duplication of services may be acceptable depending on supply and demand for a particular service.
- (3) The quality of services offered to residents of the city.

C) Applications for Parks and Recreation Partners shall be processed as follows:

- (1) Applicant for Parks and Recreation Partner shall submit an application, in writing, to the Recreation Department.
- (2) The Parks and Recreation Director, or his or her designee, shall review the application for completeness and minimum eligibility requirements, and may reject any applications which are incomplete or do not meet the minimum eligibility requirements.
- (3) The Parks and Recreation Director shall forward those completed applications which meet the minimum eligibility requirements to the Parks and Recreation Advisory Board with a recommendation of approval or denial.
- (4) The Parks and Recreation Advisory Board shall review the application and the recommendation from the Parks & Recreation Director and hear the presentation of the applicant at a regularly scheduled meeting.

(5) The Parks and Recreation Advisory Board shall make a recommendation to the City Manager of approval or denial based on the criteria set forth in subsection (b).

(6) Prior to review by the City Manager, the applicant shall execute the Parks and Recreation Partner agreement which shall become effective upon approval by the City Manager.

(7) The City Manager shall either approve or deny the application, in writing, upon consideration of the recommendations of the Park & Recreation Director and Parks and Recreation Advisory Board and based on review of the criterion set forth in subsection (b).

(8) The applicant may appeal a denial by the City Manager to the City Council by filing written notice of appeal with the City Clerk within ten days of the City Manager's written denial. Such notice shall detail the grounds for appeal. Upon receiving a notice of appeal, the City Clerk shall schedule the item for City Council review on the next regularly scheduled meeting of City Council. The decision of City Council shall be final.

D) Upon approval of a Parks and Recreation Partner and in accordance with the Parks and Recreation Partner agreement, the department shall provide the following assistance to Parks and Recreation Partners:

(1) Provide facilities for activity on a first-priority use basis, other than when the facility is used by the department for its programs.

(2) Assist in promoting and publicizing the organization's program; this includes listing the activities in brochures, announcements, releases to the press, etc.

(3) Provide leadership assistance, consultation and other aid as needed.

E) Parks and Recreation Partners shall adhere to the department's policies and procedures, as follows:

(1) Provide open membership to the public and give this membership priority to city residents.

(2) Promote the Parks and Recreation Partner and its services to the best interest of the partner, the city, the department and the public.

(3) Follow the rules and regulations outlined in the Parks and Recreation Partner agreement with the recreation department.

Department Rules & Regulations

- 1) Port Orange must be representative in the team name.
- 2) Group would need to commit to the financial responsibility set forth by the city for facility usage.
- 3) All Parks & Recreation Partner can reserve a meeting space 4 times a year (total of 12 hours) either at the Port Orange Gym, Lakeside or Adult Center per availability.
- 4) All Parks & Recreation Partners must have permission from the Parks and Recreation Director or his/her designee to alter any of the facilities.
- 5) All Banners must be uniformed to match the same size banners on the field or in the gym. The banners must be 5 feet in height and at least 5 feet in length at the ball fields and 3 feet in height and 5 feet in length in the gym. Banners must be mesh on the fields for the wind to go through them and vinyl in the gym. All banners must be the same color per complex or facility.
- 6) Lightning Rule- If Lightning is less than 10 miles away, then you must get off the field and go to the vehicles for at least 15 minutes. After 15 minutes, re-evaluate and if it is still less than 10 miles away, you must continue to stay off the fields. Once Lightning starts to leave the area and is over 10 miles away, then you can resume the activity. (Please read Inclement Weather Guidelines)
- 7) Rainouts- Each president and one other board member must be signed up to the Port Orange recalert. If the Parks & Recreation Department cancels practices or games for any reason, the Parks & Recreation Partner must adhere to cancellation.
- 8) Maintenance- All Park & Recreation Partner must help with maintenance of the fields and/or facilities. This includes and not limited to: taking trash to the dumpster, keeping all the areas clean, taking tarps on and off the fields, filling holes and top dressing after a practice or game, etc.

Print Name: Lauren Valle

Signature: 

Date: 11/5/2019



Exhibit "B"
Daytona Beach Sports Club
IT STARTS IN PARKS
Port Orange Parks and Recreation Facilities

Adult Activity Center

4790 South Ridgewood Avenue

Original building opened in 1977.

Remodeled in 1987 and 2010

5000 sq. ft. air-conditioned building

Open floor space

Kitchen

Offices

Restrooms

5000 sq. ft. building. This facility houses the cities Program staff. Dances, classes, meetings and other activities are all here. Facility can be reserved for a fee. COA lunch program – Meals on Wheels distribution center.

Port Orange Gymnasium

4655 City Center Circle

Gymnasium built in 1977

Remodeled in 1990 and 2007

Administration Offices

3 Indoor air-conditioned basketball courts

Restrooms and Snack Machines

20,000 sq. ft. building. This facility houses the Parks and Recreation Administration staff. The cities youth basketball program is held here along with open basketball play for the public. Other exercise programs are held here also. Open for the public use during non-competition days. Courts can be reserved for a fee.

Lakeside Community Center

1999 City Center Circle

Building opened in 2007

FEATURES

Large hall with sound and projection.

Tables and chairs.

Kitchen facilities.

Portable stage and dance floor.

Large outdoor patio area under roof.

Offering 1,800 square feet of indoor meeting space, accompanying covered outdoor patio and landscaped lawn, adjoining the Kenneth W. Parker Amphitheater and City Center Lake.

Available for rentals. Meetings, Events and Special Gatherings.

Call 386-506-5936

RESOLUTION NO. 19-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for the use of athletic and recreation facilities.

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

Section 1. The parks and recreation fees listed on Exhibits "A"- "D", attached hereto and incorporated herein by reference, are hereby adopted.

Section 2. This resolution shall repeal and replace Resolution No. 19-2 and any conflicting resolutions.

Section 3. The fees established by this Resolution shall become effective immediately upon adoption.



MAYOR DONALD O. BURNETTE

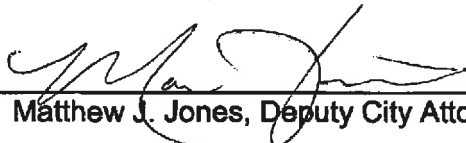
ATTEST:



Robin L. Fenwick, CMC, City Clerk



Adopted on the 5 day of March, 2019.

Reviewed and Approved: 

Matthew J. Jones, Deputy City Attorney

Exhibit A**YOUTH AND ADULT PROGRAM REGISTRATION FEES**

Youth Sports	Range \$25-\$90		
Open Gym youth	\$1 daily	\$45 annually	Range \$1-\$5 daily \$45-\$60 annually
Open Gym Student	\$2 daily	\$55 annually	Range \$2-\$10 daily \$55-\$70 annually
Specialty Camps			Range \$10-30 pp
Summer Rec Elem.	\$450		
Elem. Trip Package	\$175		
Teen Camp	\$550		
Camp T- Rec	\$ fee set by OB	Joint program with Ormond Beach	
Registration Late Fee	\$10		

*Child= child under 18 years of age by May 1**Student= person over 18 as of May 1 with valid student ID.***ADULT PROGRAMS**

Open Gym Adult	\$3 Daily	\$65 annually	Range \$3-\$15 daily \$65-\$80 annually
Adult Team Sport	\$200 PT	Plus \$30 per player	Min. 10 players
Adult Sports	\$30pp		Range \$30-\$100

*PT- per team, PP- per person***SENIOR PROGRAMS**

Open Gym Senior	\$2 Daily	\$55 annually	Range \$2-\$10 daily \$55-\$70 annually
Senior Team Sport	\$150PT	Plus \$30 per player	Min. 12 players
Senior Games Registration fee	\$15	\$5 each addt'l. event	Golf fee set by CHGC Team fee \$50
Senior Dance Fee	\$5 single	\$8 couple	

*PT- per team, PP- per person, Senior = 50 as of December 31 of current year***SPECIAL PROGRAMS**

Parade entry fee	\$25 (NP/NC)	\$50 (FP/C)
Get Fit	\$50	

*(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial***PARK & RECREATION PARTNERS PROGRAMS**

Youth Sport (Half year program)	\$3,433 per year	
Youth Sport (Full year program)	\$6,866 per year	
Youth Sport Field or Court Frequent User Fee	\$11.22 per hour	(more than 8 rentals per month)
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole

Exhibit B**SPONSOR FEES**

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50	Class- \$25 per hr.
Gym Tournament (per court)	\$300 per day	\$600 per day
Ball Fields (1-bb or 1 soccer)	\$20 per hour	\$30 per hour
Ball Fields Tournament (per field)	\$100 per day	\$200 per day
Light Fee per field	\$10 per hour	\$35 Tournament per day
Hard Court with lights	\$10 per hour PC	\$20 per hour PC
Hard Court Tournament	\$100.00 per day (Per facility)	\$200.00 per day (per facility)
Skate Park Tournament	\$100 per day	\$200 per day

ATHLETIC SERVICES

Tournament Prep (initial chalk, lines, paper products, base painting) per field, Per day	\$35
Rental Field Prep per field	\$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Temporary Fence Rental per field	\$50

Exhibit C**LAKESIDE CENTER**

Weekday Rate per hour	\$75 whole	\$30 Lakeview	\$50 Community Rm
Weekend Rate per hour	\$125		
Conference Rate (8:30- 5:30 weekdays only)	\$350		
Wedding Package	\$1250		
Lakeside Lawn per hour	\$10		
Lakeside Concession Per day	\$200 per day		
Deposit	\$100		

ADULT CENTER

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$125	
A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100	
City Center Complex per hour per section	\$50	
Riverwalk Park per hour per section	\$50	

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$500	
Exhibitor Fee per day (based on event)	\$15- \$250	

Exhibit D**ADDITIONAL FEES**

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
Police Services	\$40.00 per hr.
VIPS (volunteers in police services)	N/A
Fire Services- including 1 st aid	\$55.00 per hr.
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day
Alcohol Fee	\$75
Memorial Tree, bricks and benches	\$35 to \$2,000 Range



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
DAYTONA BEACH SPORTS CLUB, INC.

Filing Information

Document Number	N15000010682
FEI/EIN Number	47-5556561
Date Filed	10/29/2015
State	FL
Status	ACTIVE

Principal Address

5633 DEVON STREET
PORT ORANGE, FL 32127

Mailing Address

5633 DEVON STREET
PORT ORANGE, FL 32127

Registered Agent Name & Address

VALLE, LAUREN
5633 DEVON STREET
PORT ORANGE, FL 32127

Officer/Director Detail

Name & Address

Title PD

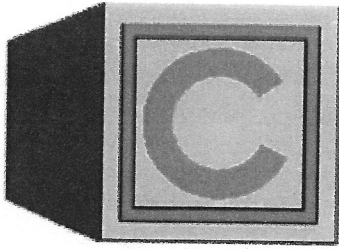
VALLE, LAUREN
5633 DEVON STREET
PORT ORANGE, FL 32127

Title Director

Lind, Jeffrey
6115 Sanctuary Garden Blvd
PORT ORANGE, FL 32128

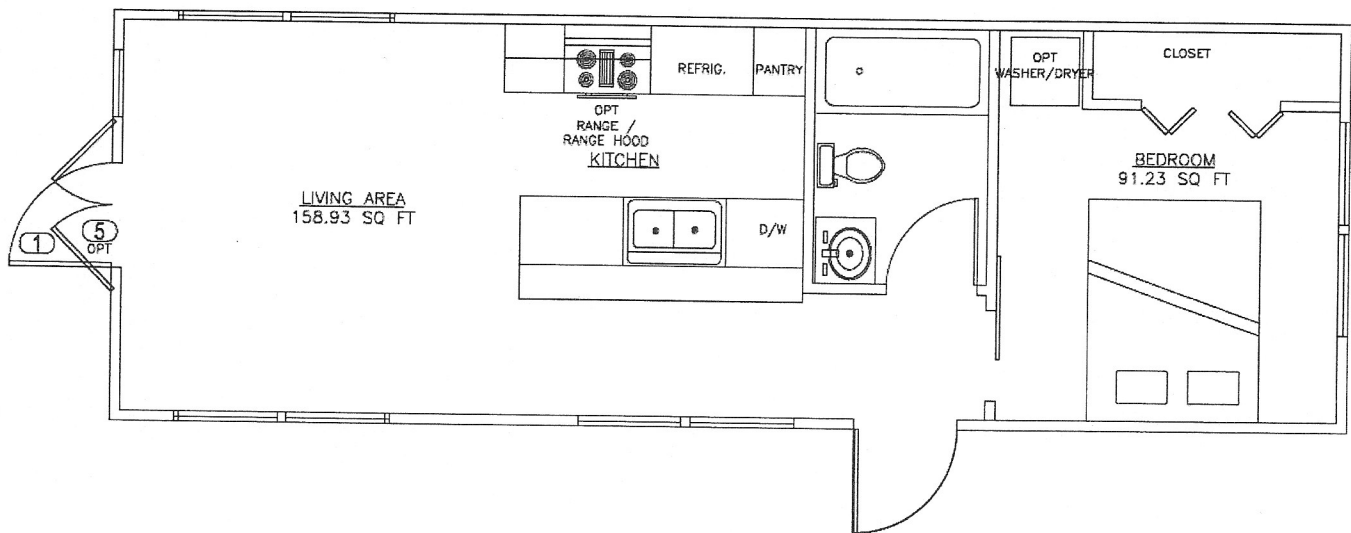
Title Director

Holman, Kenneth
289 Millview Court
Ormond Beach, FL 32174

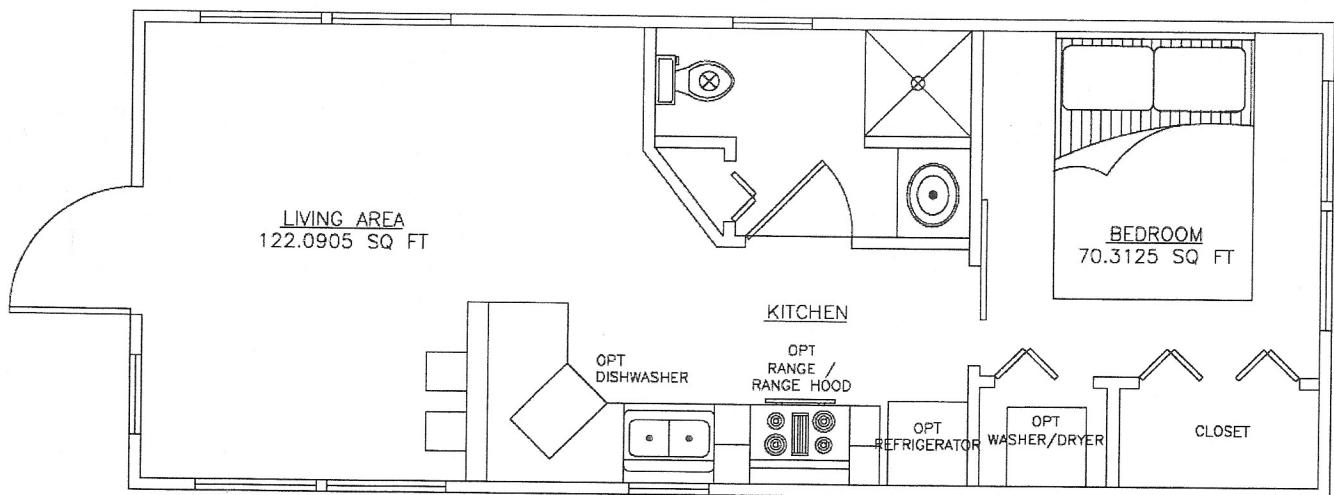


CORNERSTONE TINY HOMES

THE DENALI FLOORPLAN 360 OR 432 SQUARE FEET



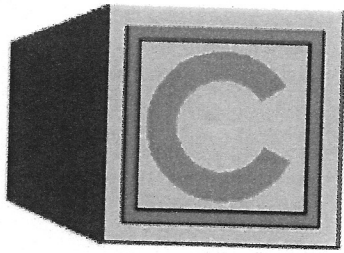
THE KEARNEY FLOORPLAN 360 OR 432 SQUARE FEET



Cornerstone Design Build Inc.
900 Recycling Point
Longwood, FL 32750

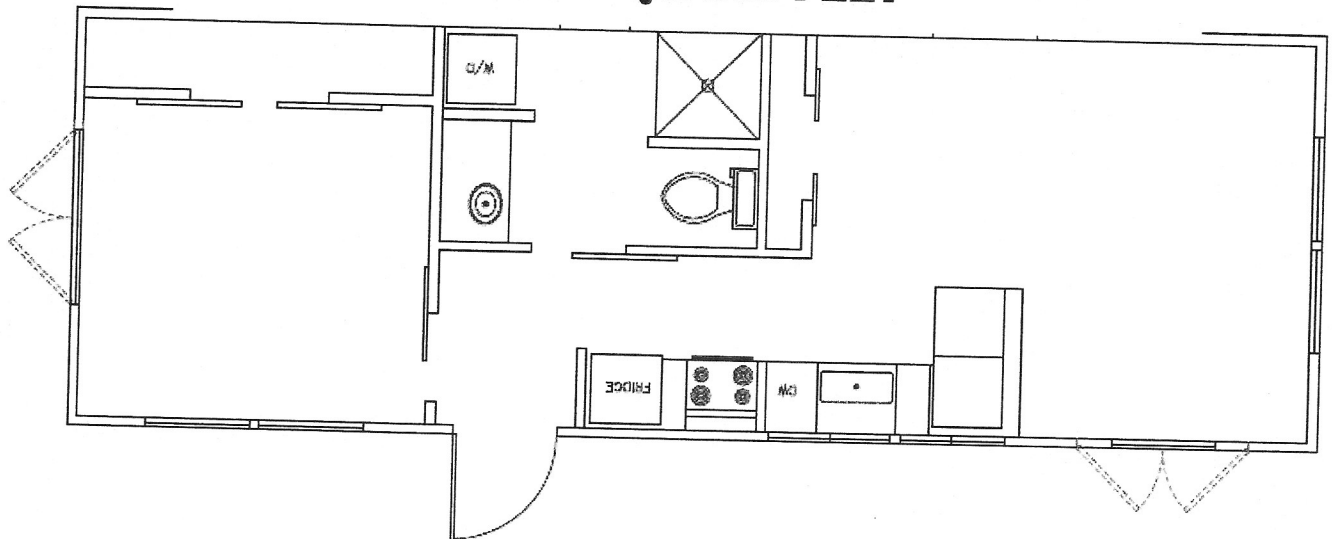
Email: info@cornerstonetinyhomes.com

Phone 407-413-9660

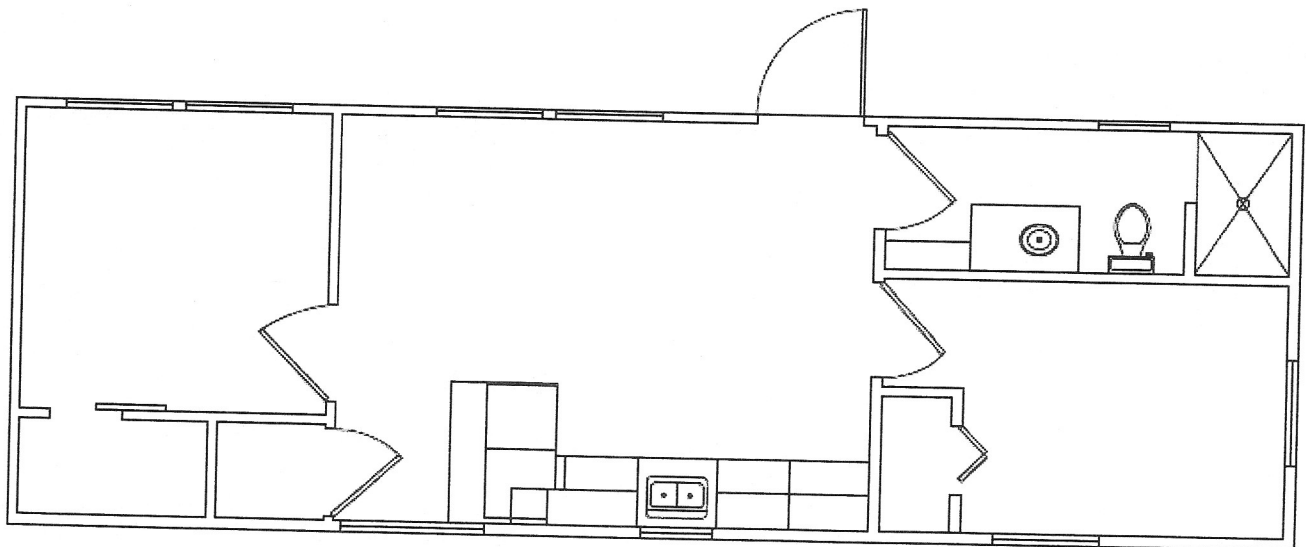


CORNERSTONE TINY HOMES

THE SQUIRE FLOORPLAN 432 SQUARE FEET



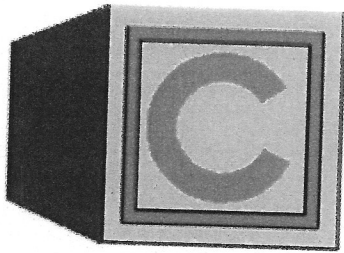
THE PALISADE FLOORPLAN 432 SQUARE FEET



Cornerstone Design Build Inc.
900 Recycling Point
Longwood, FL 32750

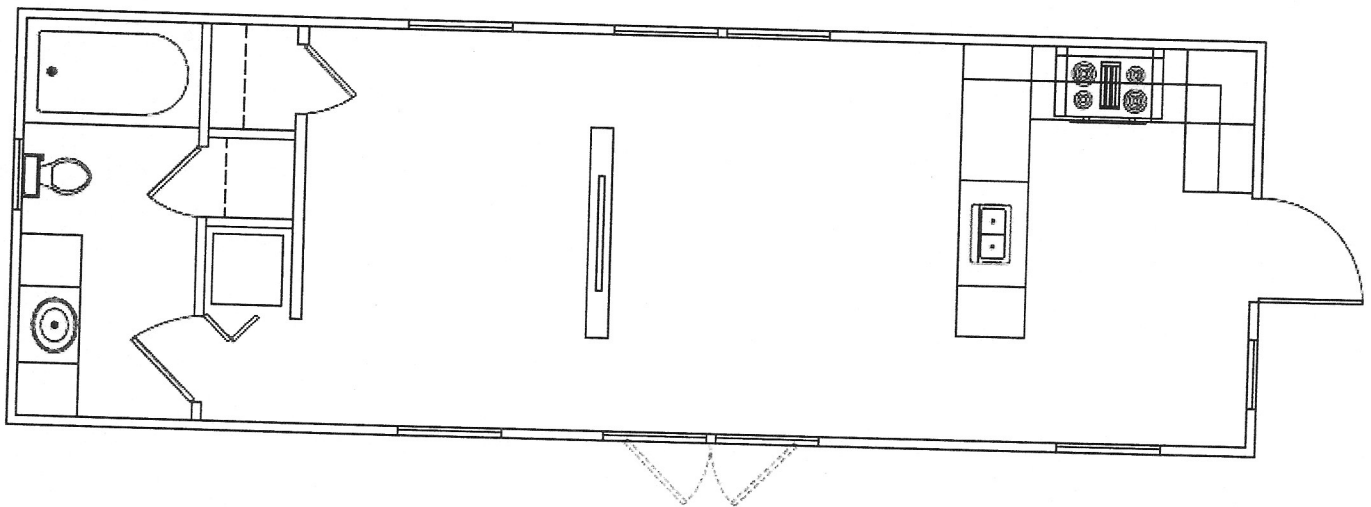
Email: info@cornerstonetinyhomes.com

Phone 407-413-9660

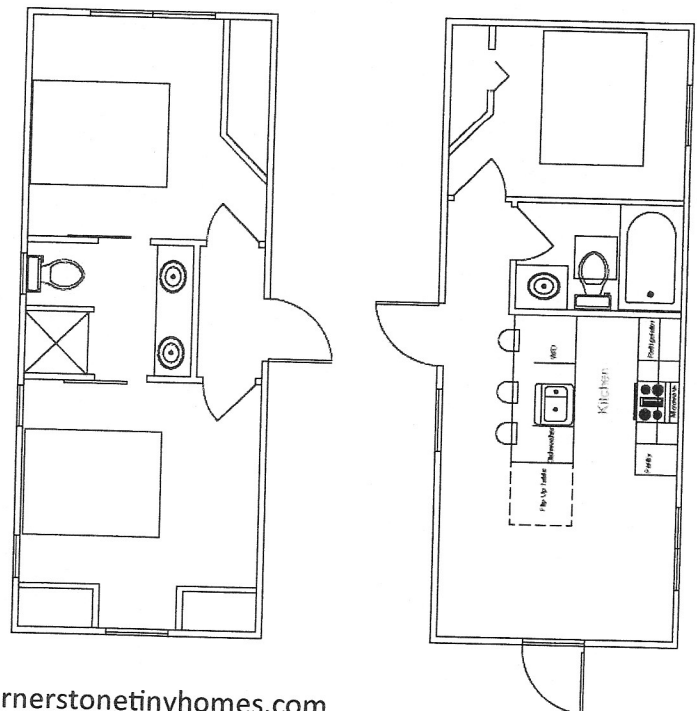
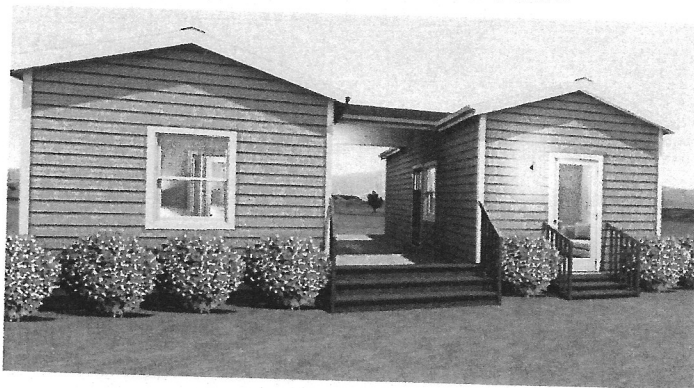


CORNERSTONE TINY HOMES

THE PRATT FLOORPLAN 432 SQUARE FEET



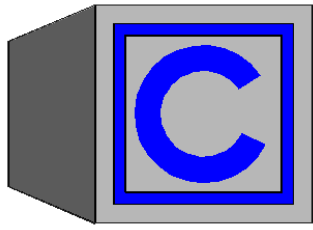
THE DOGTROT FLOORPLAN 700 SQUARE FEET + OPEN OR CLOSED CONNECTING PORCH



Cornerstone Design Build Inc.
900 Recycling Point
Longwood, FL 32750

Email: info@cornerstonetinyhomes.com

Phone 407-413-9660



CORNERSTONE TINY HOMES

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Turning Your Tiny Home Dream into Reality!

FOUNDATION HOMES

Prices start at \$79,000

The final cost will vary depending on finish, fixture, and appliance selections.

Dimensions

The foundation homes at Cornerstone are available either with 360-square-feet (12'x30') or with 432-square-feet (12'x36') of livable interior space.

Overview

-  2020 Florida Building Code, Residential Compliant Designs
 -  2020 International Residential Code Compliant Designs
 -  Designed by Florida registered Professional Engineer (PE#70921)
 -  Built by Certified Building Contractor (CBC 1255395)
 -  Built within a State of Florida Approved Modular Manufacturing Facility (MFT 11224) Pending
 -  State of Florida Approved Designs by certified third party plans reviewers Pending
 -  State of Florida Inspected during fabrication by certified third party building inspectors
 -  Eased zoning restrictions, can be placed in most typical neighborhoods, not RV parks
 -  Perfect for narrow and profoundly narrow lot configurations
 -  Designed for hurricane prone coastal regions and the elevated Wind Borne Debris criteria
- FLORIDA BUILDING CODE COMPLIANT

Building Standards

-  Factory built to accelerate delivery, reduce waste and ensure the highest quality product will qualify for a mortgage
-  Trained and closely supervised workforce
-  Assembly with precision jigs
-  Use of the highest quality, kiln-dried lumber
-  Fabricated in a climate controlled facility with materials protected from the elements enhancing indoor air quality
-  Construction standards that meet or exceed local and state building codes
-  Unparalleled structural strength
-  Superior energy efficiency
-  Rigorous quality control systems
-  Fastened to a foundation in accordance with the Florida Building Code
-  Ready for plumbing and electrical hookups

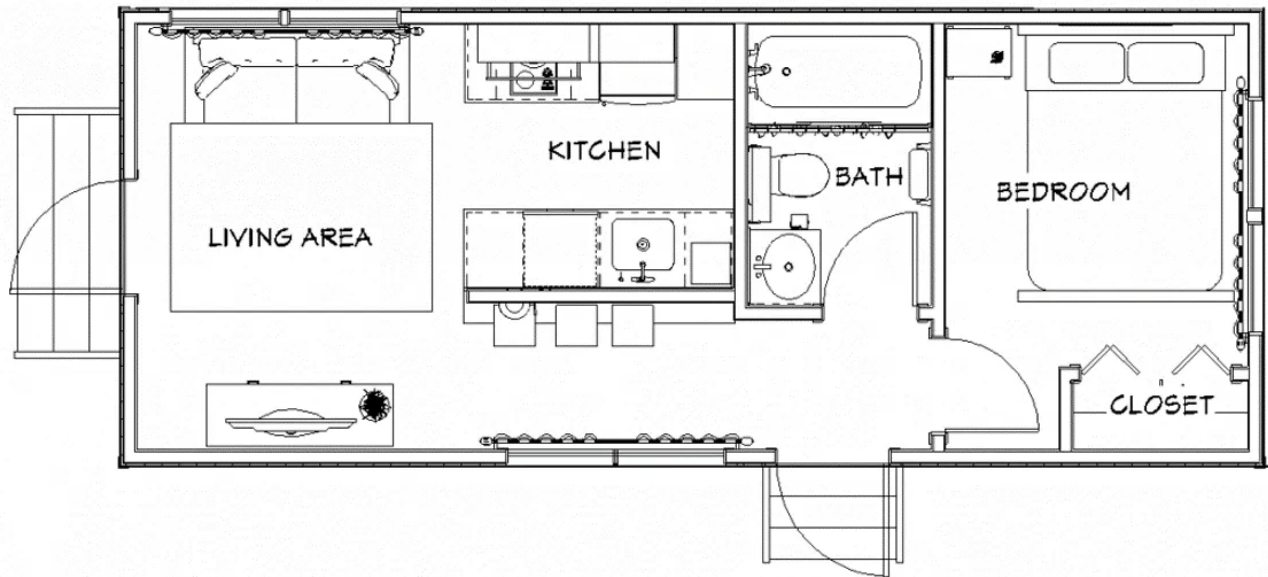
A Variety of Architectural Styles

-  Single or multi-module residential units with 1, 2 and 3 bedroom options.
-  Architectural styles ranging from traditional colonial and cape cod to mid-century modern
-  Optional carport, garage, porch and deck components may be added during your design consultation.
-  Choose from a variety of rooflines

Floorplans:

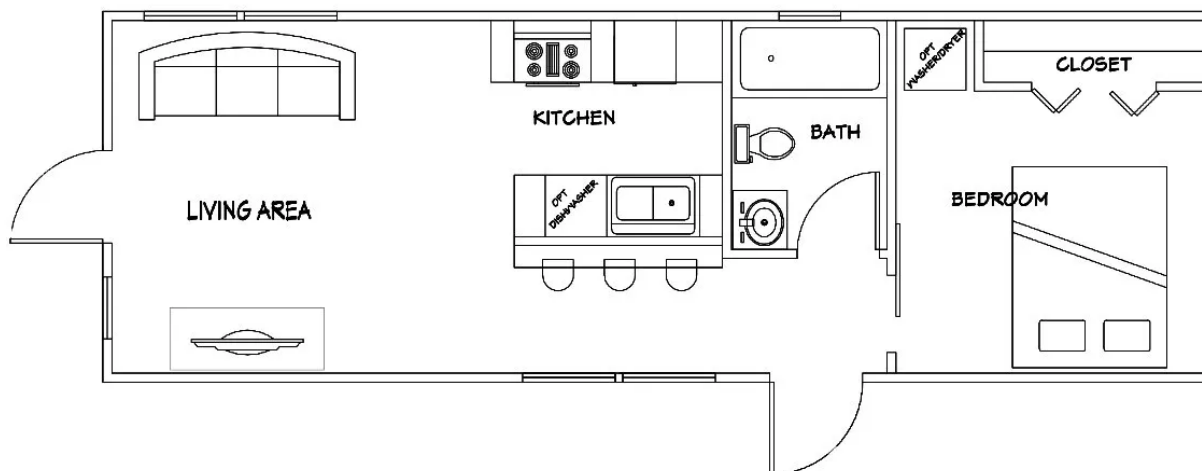
The Denali (12' x 30')

Cozy, welcoming and beautiful, the Denali is the tiny house where you and several guests can feel right at home. You'll have plenty of room to stretch out in this 360-square-foot, small footprint house. It's built to Florida Building Code and features a spacious 1-bedroom, 1-bathroom layout. There is room in the kitchen for a dishwasher or a combination washer/dryer unit. The eat-at-counter is a great space-saver that can accommodate 3-4 guests. The bathroom includes a full-size bath tub, unless you'd rather customize the room for a roll-in shower or smaller shower, depending on your needs. The entry can be set on the short wall or the long wall depending on your lot size.



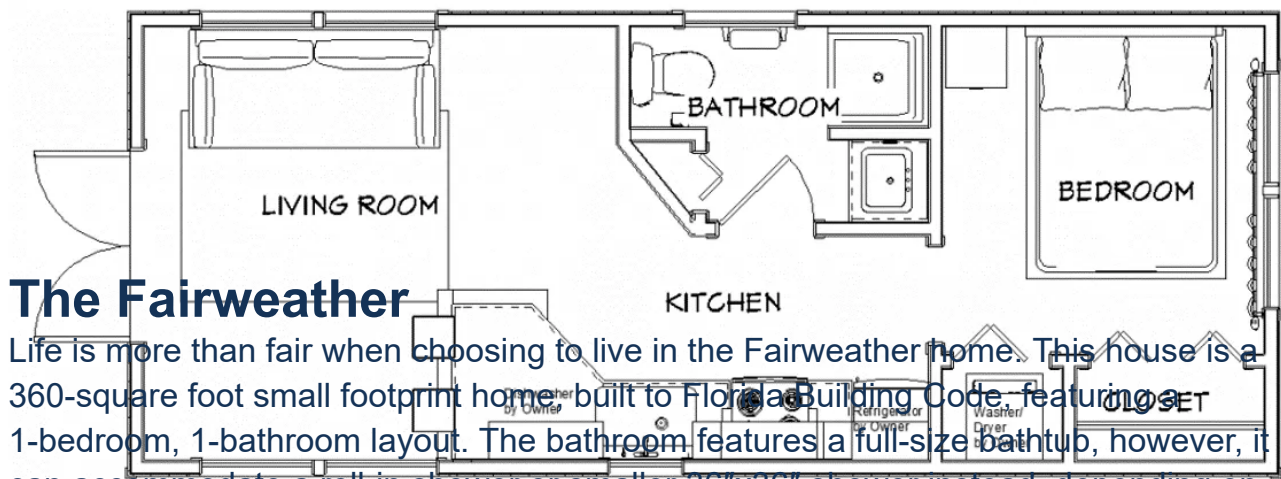
The Denali XL (12' x 36')

The Denali XL is an extended version of Cornerstone's most popular floorplan. It provides a little extra breathing room for those of us who need just a little more space...



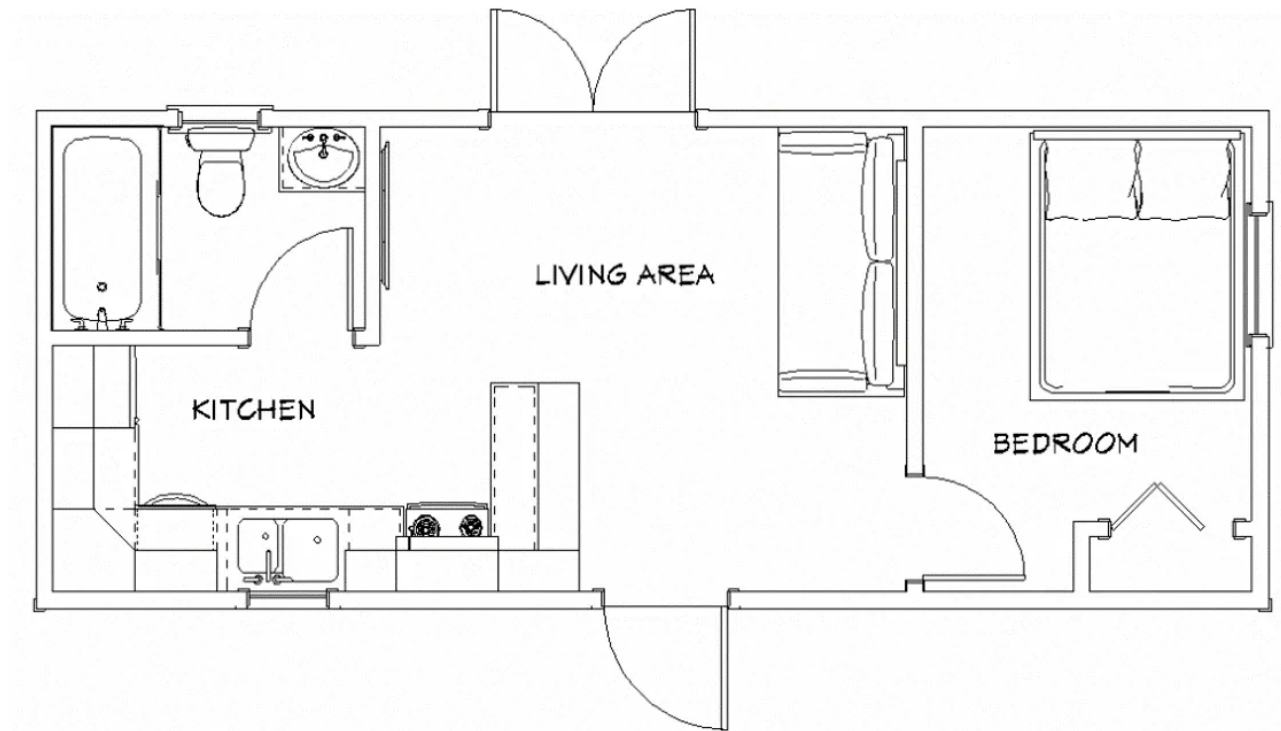
The Kearney

This 360-square foot small footprint house is known for providing plenty of living space in both the kitchen and living room. You'll definitely want to have get-togethers in the Kearney. With a dishwasher and stackable washer/dryer, you won't need to make any sacrifices by living tiny. The Kearney is built to Florida Building Code, featuring a spacious 1-bedroom, 1-bathroom layout. The cozy bathroom comes with a 36"x36" shower, allowing for all the extra living space. The Kearney is the perfect choice for narrow lots.



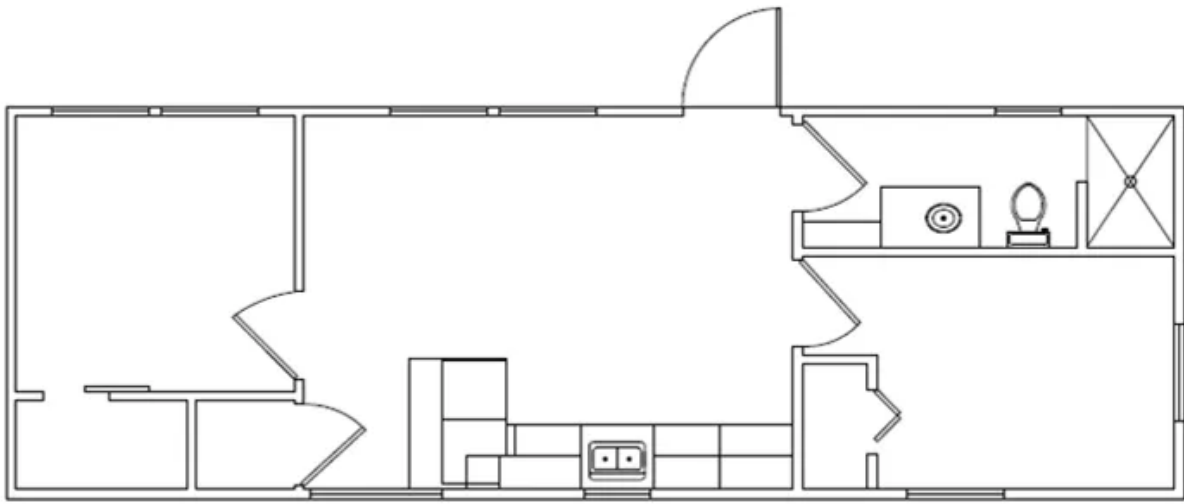
The Fairweather

Life is more than fair when choosing to live in the Fairweather home. This house is a 360-square foot small footprint home, built to Florida Building Code, featuring a 1-bedroom, 1-bathroom layout. The bathroom features a full-size bathtub, however, it can accommodate a roll-in shower or smaller 36"x36" shower instead, depending on your needs. There is space in the large kitchen for a dishwasher or combination washer/dryer unit. The 2-person eat-at-counter is a great space-saving option. This tiny home feels anything but tiny.



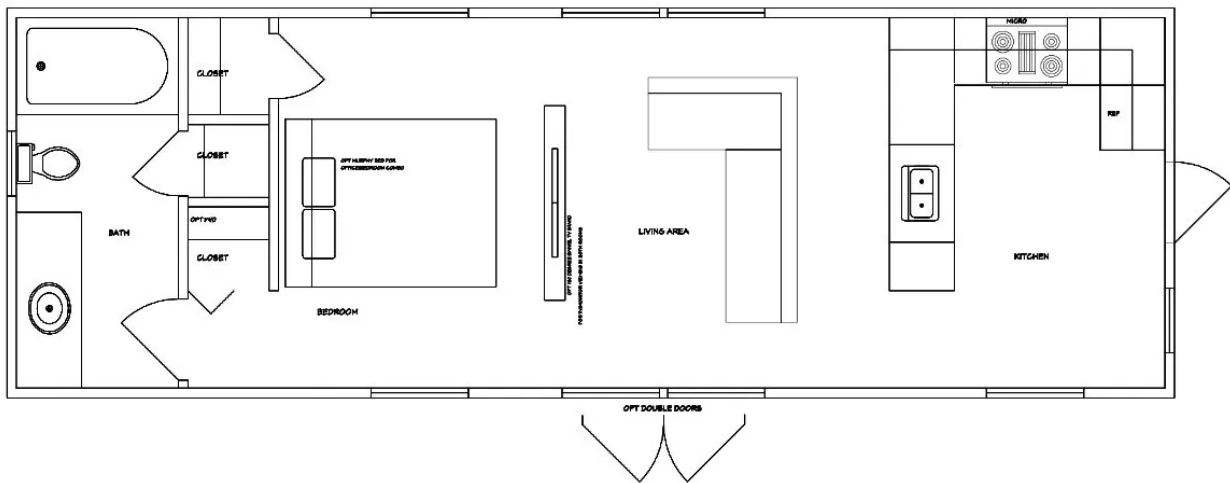
The Palisade

The Palisade is more than just a charming home! An extra multi-purpose room could transform this house into a home office, yoga studio or just a great spot for extra storage. The Palisade is built to Florida Building Code and it has every amenity to make you feel right at home. This home has a spacious bedroom, living room and a bathroom that includes a full-size tub. The Palisade raises the bar in tiny home living.



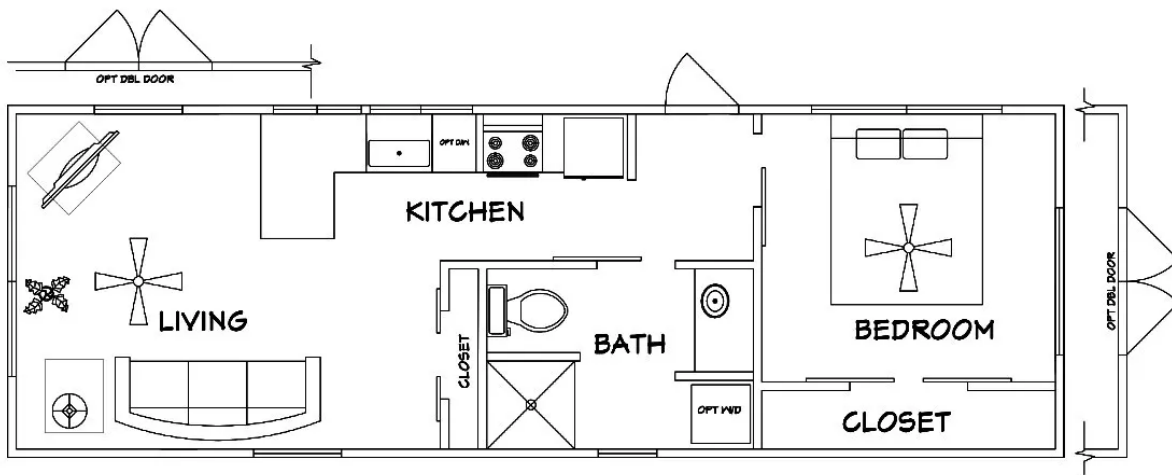
The Pratt (12' x 36')

A perfect setup for a single individual who prefers more open space throughout the entire home. The Pratt has a kitchen, living room and bedroom all consolidated into one large single area where the bedroom is separated from the living room with only an entertainment divider.



The Squire (12' x 36')

If you're in need of more closet space, take a peek at the floorplan for the Squire. This 432-square-foot foundation home has many cozy features and, with an extra closet in the living room, you'll have peace of mind knowing you can bring along your entire shoe collection.

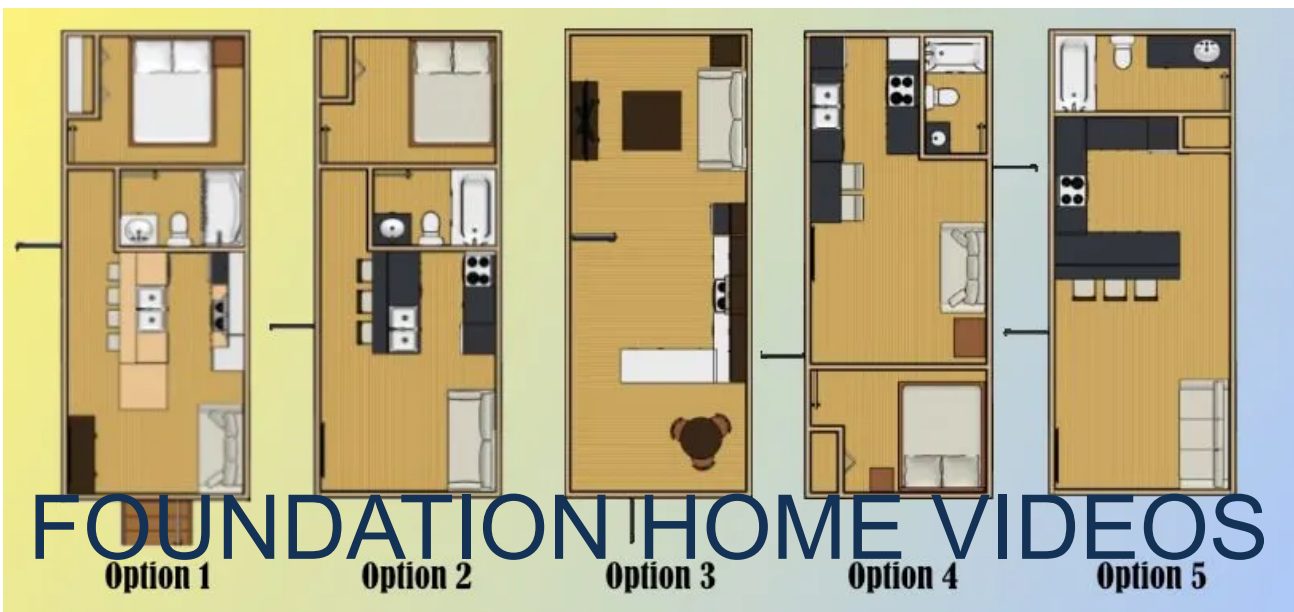


DOG TROT HOMES

Our Dog Trot style homes are two 12 x 30 foundation homes placed side-by-side and connected with a breezeway, giving homeowners 720 square feet of living space. The homes can be placed in many different configurations to match your lifestyle.



Main Side Options:



A Walkthrough to Remember

Delivery Day

The Denali XL



AirBnb in Zephyrhills!



Contact Us

Phone:

(407) 413-9660

Address:

900 Recycling Point

Longwood, FL 32750

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: No

SUBJECT: (H18) Second Reading - Ordinance No. 2022-1 - Mayor and City Council Compensation

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to Approve Ordinance No. 2022-1.

SUMMARY: At their January 19, 2022 meeting, City Council approved on first reading the amended ordinance related to the Mayor and Council salaries. The ordinance links the salaries of the City's elected officials to the salaries of the County's elected officials. If adopted on second reading, the Mayor would make forty-five percent (45%) of what a County Council Chair makes each year, and the City Council members would make 75% of what the Mayor makes each year. Thus, the salaries will be adjusted in subsequent years if the County Council Chair's salary is adjusted. Currently, the Volusia County Council Chair makes \$57,357 per year, which would put the Mayor's annual salary at \$25,810 and each of the Council members would have an annual salary of \$19,358. The current salaries are \$18,600 for the Mayor and \$13,600 for the Council members.

PRESENTER: Jamie Miller

ATTACHMENTS:

1.	Ordinance No. 2022-1 - Council Salaries	Ordinance No. 2022-1 - Council Salaries.docx
----	---	--

Robin Fenwick
Jamie Miller
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 1/19/2022
Approved - 1/20/2022
Approved - 1/21/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

ORDINANCE NO. 2022-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE CODE OF ORDINANCES, SECTION 2-27 AND 2-30 PROVIDING FOR THE SALARY OF THE MAYOR AND MEMBERS OF CITY COUNCIL, RESPECTIVELY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the salary for the Mayor and members of City Council has not been adjusted in over twenty (20) years; and

WHEREAS, competitive pay for elected officials is necessary to attract and retain quality candidates to City office; and

WHEREAS, subsection 3.01(b) of the City Charter states that the salaries of the Mayor and City Councilmembers shall be set by ordinance during the year in which elections are held, and 2022 is an election year for the City of Port Orange; and

WHEREAS, subsection 3.01(b) of the City Charter states that salaries become effective on the first Tuesday in December; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

SECTION 1. The City of Port Orange Code of Ordinances, Section 2-27 is hereby amended as follows:

Sec. 2-27. Same - Salary.

The mayor shall receive as compensation for service as a member of the city council as mayor of the city ~~the sum of \$18,600.00~~ a sum equal to forty-five percent (45%) of the sum paid to the Chair of the Volusia County Council per each year. The compensation paid to the mayor in subsequent fiscal years shall be adjusted in accordance with adjustments made to the salary of the Chair of the Volusia County Council.

SECTION 2. The City of Port Orange Code of Ordinances, Section 2-30 is hereby amended to read as follows:

Sec. 2-30. Same - Salary.

The members of the city council, other than the mayor, shall receive as compensation for services ~~the sum of \$13,600.00~~ a sum equal to seventy-five percent (75%) of the sum paid to the mayor per year. The compensation paid to the members of city council in subsequent fiscal years shall be adjusted in accordance with adjustments made to the mayor's salary in accordance with section 2-27 of the Code.

SECTION 3. CONFLICTING ORDINANCES. 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. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect the first Tuesday in December, 2022.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: No

SUBJECT: (I19) First Reading - Ordinance No. 2021-29 - Amending Section 22-4 of the Code of Ordinances, City Council District Boundaries

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-29, amending Section 22-4 of the Code of Ordinances, City Council District Boundaries.

SUMMARY: After discussion on boundary options at the December 7th City Council Meeting, Council directed staff by consensus to revise Ordinance 2021-29 with the legal descriptions of the boundaries for the new City Council districts based on map "Option 3". The redrawing of the City Council district boundaries occurs every ten years, following the federal Census, and is to account for changes in population during the previous decade to evenly distribute the population into the four City Council districts. The attached ordinance incorporates the Council's recommended map and evenly distributes the city's total population of 62,596, according to the 2020 Decennial Census, into four districts. The map complies with the principles of redistricting.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance 2021-29	Ordinance 2021-29- rev 1-10-22.pdf
2.	Current Council District Map	Current Districts.pdf

Robin Fenwick
Tim Burman
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 1/18/2022
Approved - 1/19/2022
Approved - 1/20/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTION
22-4 OF THE CODE OF ORDINANCES RELATING TO
THE CITY COUNCIL DISTRICTS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the District Commission has recommended district boundaries;

WHEREAS, the City Council is adopting boundaries as shown in this ordinance.

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 hereby amends Section
22-4, City of Port Orange Code of Ordinances, to read as follows:

Sec. 22-4. City Council district boundaries.

(a) Pursuant to section 5.05 of the revised charter of the city, the boundaries of each of the four city council districts of the city are hereby designated in accordance with the legal descriptions set forth below and the official council district map made a part of Ordinance No. ~~2011-12~~ 2021-29 as Exhibit A. The official map shall be maintained in the office of the city clerk and on the city website. The official map shall not be codified.

(b) It is hereby found that the boundary designations are in compliance with the constitutions of the state and of the United States of America, and adopted in accordance with the requirements established by the above documents and

by the charter of the city.

DISTRICT 1:

~~Commence at the northeasterly corner of the City Limits at Peninsula Drive, being the Point of Beginning; thence south along the easterly City Limit line, encompassing all the area on the peninsula within the City Limits; thence following the City Limits to cross the Halifax River to a point on its west bank at Seminole Street extended; thence following the City Limits generally south to the south City Limit line; thence generally westward along the south City Limit line to the point of intersection with the north line of Section 22, Township 16 South, Range 33 East, approximately 300 feet east of the Florida East Coast Railroad (near the north line Rose Bay); thence west along said section line to the Florida East Coast Railroad; thence southwesterly to the east end of Wiltshire Boulevard; thence west along Wiltshire Boulevard to Spruce Creek Road; thence north along Spruce Creek Road to Taylor Road; thence west along Taylor Road to the east quarter section line of Section 16, Township 16 South, Range 33 East; thence north along said east quarter section line (abutting the east boundary of Foxboro Subdivision and Trailwood Subdivision) to Nova Road; thence north along Nova Road to Sweetgum Lane; thence east along Sweetgum Lane to Jackson Street; thence south along Jackson Street to Nixon Lane; thence east along Nixon Lane to McDonald Road; thence north along McDonald Road to the north City Limit line; thence east along the north City Limit line to the Point of Beginning.~~

Commence at the northeasterly corner of the City Limits at Peninsula Drive, being the Point of Beginning; thence south along the easterly City Limit line, encompassing all the area on the peninsula within the City Limits; thence following the City Limits to cross the Halifax River to a point on its west bank at Seminole Avenue extended; thence following the City Limits generally south to the south City Limit line; thence generally westward along the south City Limit line to the point of intersection with the north line of Section 22, Township 16 South, Range 33 East, approximately 300 feet east of the Florida East Coast Railroad (near the north line Rose Bay); thence west along said section line to the centerline of a tributary of Rose Bay; thence westerly along the centerline of said tributary to the north line of said Section 22; thence westerly along the north line of said Section 22 to the centerline of Taylor Road; thence westerly along the centerline of Taylor Road to the centerline of Country Lane; thence northerly along the centerline of Country Lane to the centerline of Village Trail; thence northeasterly along the centerline of Village Trail to the centerline of Nova Road; thence northerly along the centerline of Nova Road to the centerline of Dunlawton Avenue; thence easterly along the centerline of Dunlawton Avenue to the centerline of Jackson Street; thence northerly along the centerline of Jackson Street to the centerline of Herbert Street; thence

easterly along the centerline of Herbert Street to the centerline of Old Sugar Mill Road; thence easterly along the centerline of Old Sugar Mill Road to the centerline of McDonald Road; thence northerly along the centerline of McDonald Road to the north City Limit line; thence east along the north City Limit line to the Point of Beginning.

DISTRICT 2:

~~Commence at the northwest corner of the City Limits (a point in the center of the B-19 Canal) being the Point of Beginning; thence following the west City Limit line generally south to its intersection with Willow Run Boulevard; thence east along Willow Run Boulevard to the B-19 Canal; thence south along the B-19 Canal to Dunlawton Avenue; thence east along Dunlawton Avenue to Village Trail; thence south and east along Village Trail to Nova Road; thence north along Nova Road to Sweetgum Lane; thence east along Sweetgum Lane to Jackson Street; thence south along Jackson Street to Nixon Lane; thence east along Nixon Lane to McDonald Road; thence north along McDonald Road to the north City Limit line; thence generally west along the north City Limit line to the Point of Beginning, except for unincorporated parcels in the County of Volusia.~~

Commence at the northwest corner of the City Limits (a point in the center of the B-19 Canal) being the Point of Beginning; thence following the west City Limit line generally south and west to its intersection with the centerline of Willow Run Boulevard; thence easterly along the centerline of Willow Run Boulevard to the centerline of the B-19 Canal; thence southerly along the centerline of the B-19 Canal to the centerline of Dunlawton Avenue; thence east along the centerline of Dunlawton Avenue to the centerline of Jackson Street; thence northerly along the centerline of Jackson Avenue to the centerline of Herbert Street; thence easterly along the centerline of Herbert Street to the centerline of Old Sugar Mill Road; thence easterly along the centerline of Old Sugar Mill Road to the centerline of McDonald Road; thence northerly along the centerline of McDonald Road to the north City Limit line; thence west along the north City Limit line to the Point of Beginning, except for unincorporated parcels in the County of Volusia.

DISTRICT 3:

~~Commence at the intersection of the west City Limit line with Willow Run Boulevard being the Point of Beginning; thence east along Willow Run Boulevard to the B-19 Canal; thence south along the B-19 Canal to Dunlawton~~

~~Avenue; thence east along Dunlawton Avenue to Village Trail; thence south and east along Village Trail to Nova Road; thence south along Nova Road to the east quarter section line of Section 16, Township 16 South, Range 33 East; thence south along said east quarter section line (abutting the east boundary of Foxboro Subdivision and Trailwood Subdivision) to Taylor Road; thence west along Taylor Road to Taylor Branch Road; thence northwest along Taylor Branch Road to Dunlawton Avenue; thence southwest along Dunlawton Avenue to S. Williamson Boulevard; thence south along S. Williamson Boulevard to Airport Road; thence southwest along Airport Road to its intersection with the west boundary of the City Limit line running north; thence generally north along the west City Limit line to the Point of Beginning, except for unincorporated parcels in the County of Volusia.~~

Commence at the intersection of the west City Limit line with centerline of Willow Run Boulevard, being the Point of Beginning; thence easterly along the centerline of Willow Run Boulevard to the centerline of the B-19 Canal; thence southerly along the centerline of the B-19 Canal to the centerline of Dunlawton Avenue; thence east along the centerline of Dunlawton Avenue to the centerline of Nova Road; thence south along the centerline of Nova Road to the centerline of Village Trail; thence westerly along the centerline of Village Trail to the centerline of Country Lane; thence southerly along the centerline of Country Lane to the centerline of Taylor Road ; thence west along the centerline of Taylor Road to the centerline of Dunlawton Avenue; thence westerly along the centerline of Dunlawton Avenue to the west line of Interstate Highway 95; thence south along the west line of Interstate Highway 95 to the centerline of Spruce Creek; thence westerly along the centerline of Spruce Creek to the centerline of South Williamson Boulevard; thence southerly along the centerline of South Williamson Boulevard to the centerline of Airport Road; thence southerly and westerly along the centerline of Airport Road to the southerly extension of the west City Limit line where it runs north; thence generally north along said southerly extension and the west City Limit line to the Point of Beginning, except for unincorporated parcels in the County of Volusia.

DISTRICT 4:

~~Commence at the intersection of the east City Limit line with the north line of Section 22, Township 16 South, Range 33 East, approximately 300 feet east of the Florida East Coast Railroad (near the north line Rose Bay); thence west along said section line to the Florida East Coast Railroad; thence southwesterly to the east end of Wiltshire Boulevard; thence west along Wiltshire Boulevard to Spruce Creek Road; thence north along Spruce Creek Road to Taylor Road; thence west along Taylor Road to Taylor Branch Road; thence northwest along Taylor Branch Road to Dunlawton Avenue; thence southwest along Dunlawton Avenue to S. Williamson Boulevard; thence south along S. Williamson Boulevard to Airport Road; thence southwest along Airport Road to its intersection with the west boundary of the City Limit line running~~

~~north; thence generally south along the west City Limit line to the south City Limit line; thence east along the south City Limit line to the east City Limit line; thence north along the east City Limit line to the Point of Beginning.~~

Commence at the intersection of the east City Limits line with the north line of Section 22, Township 16 South, Range 33 East, being the Point of Beginning; thence west along said section line to the centerline of a tributary of Rose Bay; thence westerly along the centerline of said tributary to the north line of said Section 22; thence westerly along the north line of said Section 22 to the centerline of Taylor Road; thence westerly along the centerline of Taylor Road to the centerline of Dunlawton Avenue; thence westerly along the centerline of Dunlawton Avenue to the west line of Interstate Highway 95; thence south along the west line of Interstate Highway 95 to the centerline of Spruce Creek; thence westerly along the centerline of Spruce Creek to the centerline of South Williamson Boulevard; thence southerly along the centerline of South Williamson Boulevard to the centerline of Airport Road; thence southerly and westerly along the centerline of Airport Road to the southerly extension of the west City Limit line where it runs north; thence north along said southerly extension to the north line of Airport Road, being the City Limits line; thence westerly along the north line of Airport Road and the City Limits line to the west City Limits line; thence southerly, easterly and northerly along the City Limits line to the Point of Beginning.

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. The provisions of this ordinance shall become and be made a part of the Code of Ordinances 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 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

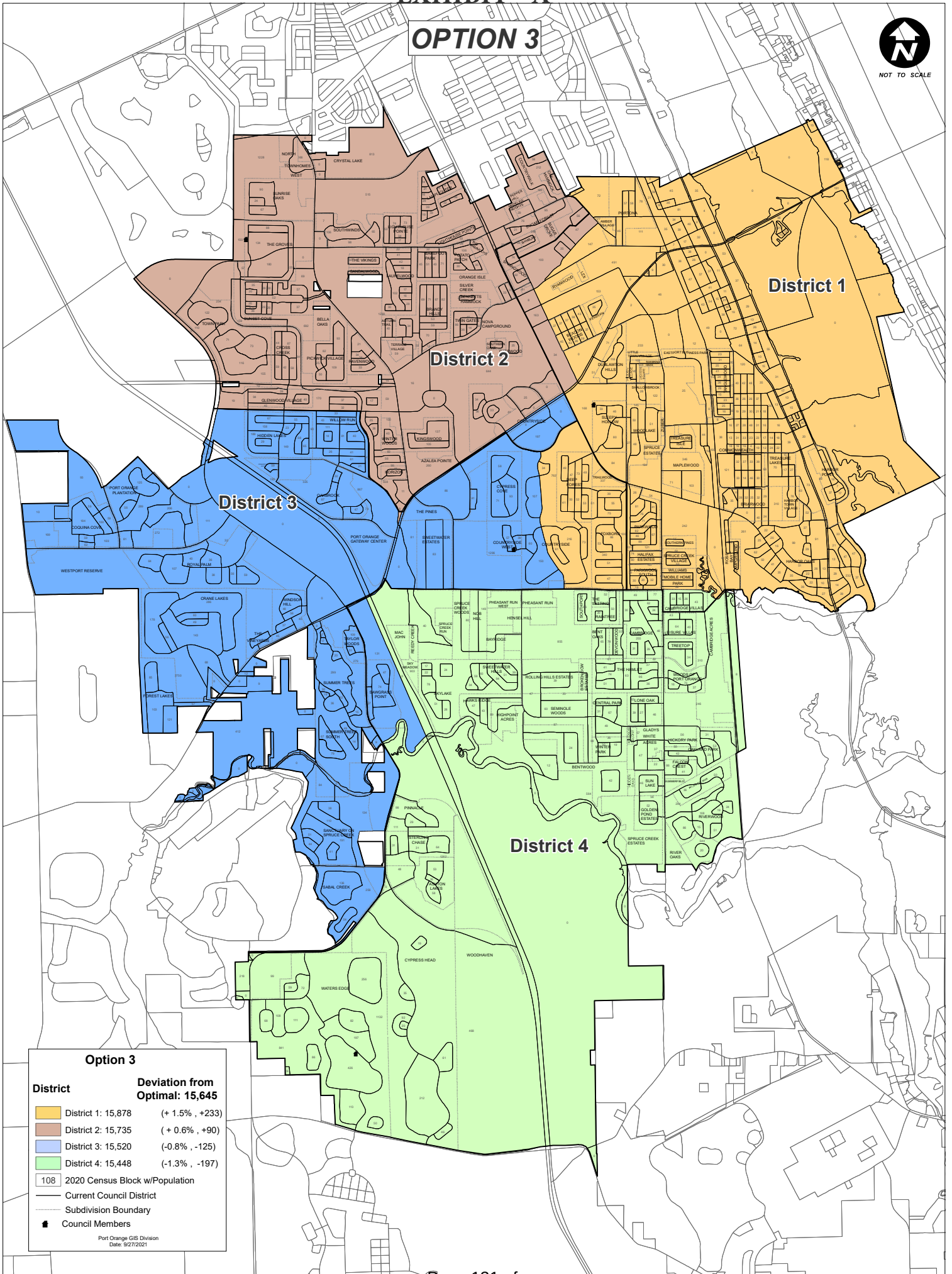
Passed on first reading on the day of _____

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

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

[CA 7625]

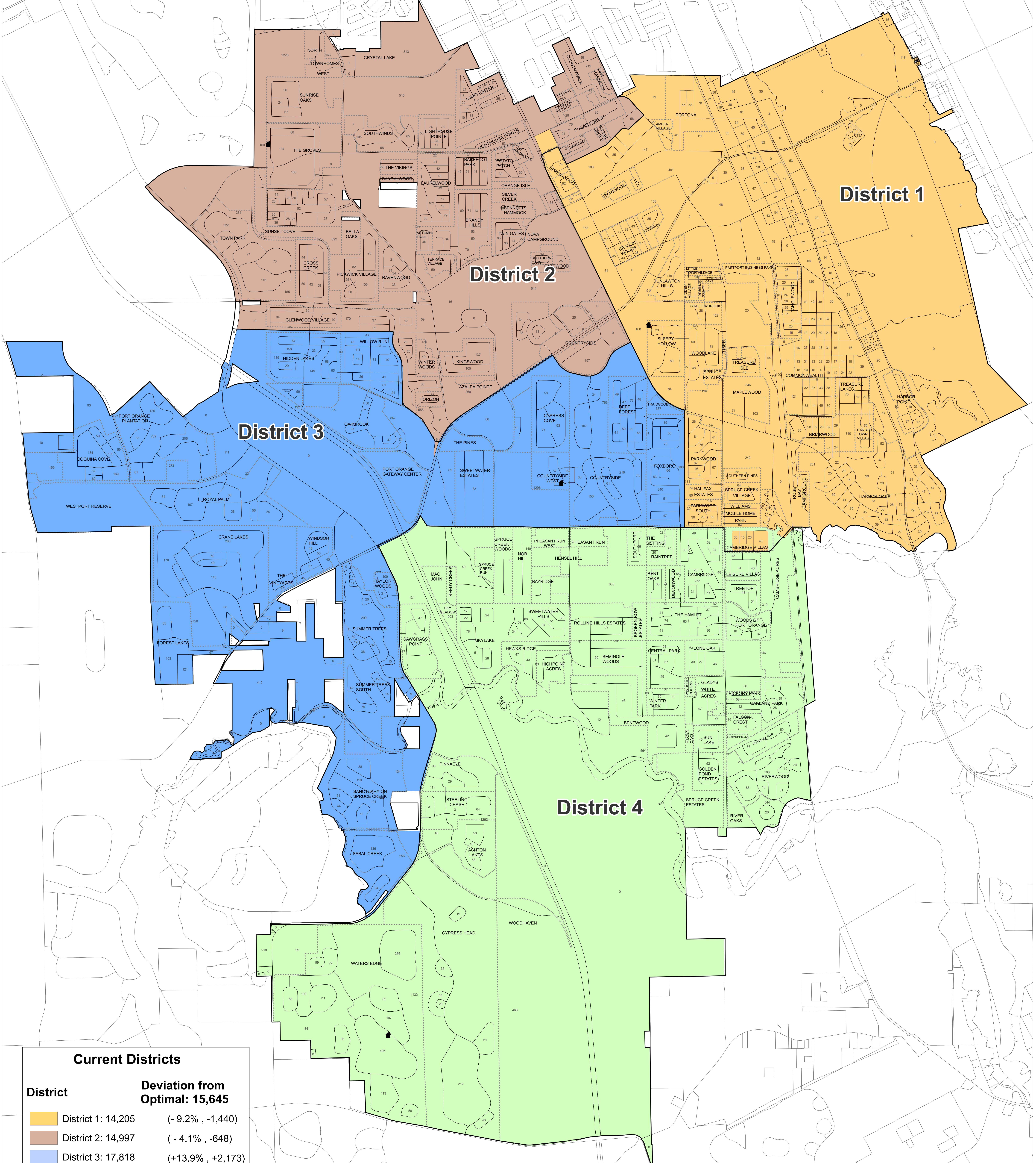
OPTION 3



CURRENT DISTRICTS



NOT TO SCALE



Current Districts

District		Deviation from Optimal: 15,645
	District 1: 14,205	(- 9.2% , -1,440)
	District 2: 14,997	(- 4.1% , -648)
	District 3: 17,818	(+13.9% , +2,173)
	District 4: 15,561	(-0.6% , -84)

108

2020 Census Block w/Population

Council Members

Port Orange GIS Division

Date: 9/27/2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: No

SUBJECT: (I20) First Reading - Ordinance No. 2022-2 - Authorizing Electronic Signatures

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-2.

SUMMARY: In accordance with the Electronic Signature Act of 1996, Staff is requesting Council to authorize the acceptance of electronic signatures on documents received by the City. Staff believes electronic commerce, including the implementation and authorization of electronic signatures, records, and transactions, can benefit the City of Port Orange and has the potential to facilitate economic development and improve the efficiency of government services, expedite business transactions, decrease paper use, and reduce costs associated with manual signatures.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	ELECTRONIC SIGNATURE ORDINANCE 2022-2	ELECTRONIC SIGNATURE ORDINANCE 2022-2.doc
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Robin Fenwick
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 5/28/2021
Approved - 1/21/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

ORDINANCE NO. 2022-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING
THE USE OF ELECTRONIC SIGNATURES; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange intends to utilize electronic signatures in accordance with §§ 668.001 through 668.06, and § 668.50, Florida Statutes, commonly referred to as the Electronic Signature Act of 1996 and the Uniform Electronic Transaction Act, respectively; and

WHEREAS, the City Council of the City of Port Orange believes electronic commerce, including the implementation and authorization of electronic signatures, records, and transactions, can benefit the City of Port Orange and has the potential to facilitate economic development and improve the efficiency of government services, expedite business transactions, decrease paper use, and reduce costs associated with manual signatures.

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

Section 1. The above recitals are true and correct and are adopted and incorporated herein.

Section 2. The City Council of the City of Port Orange hereby finds and declares electronic signature technology allows the City of Port Orange to collect and preserve signatures on documents quickly, securely, and efficiently.

Section 3. The City Council of the City of Port Orange hereby approves the use of electronic signatures on those documents as determined by the City Manager so long as they comply with the requirements of this section. The use of an electronic signature shall have the same force and effect as the use of a “wet” or manual signature if:

- (1) The signature is capable of verification;
- (2) The signature is under the sole control of the person authorized to use it; and
- (3) The signature is linked to the data in such a manner that it is readily ascertainable if the data is changed after the signature is applied.

Section 4. The City Manager is hereby authorized and directed to establish policy and procedures consistent with this Ordinance. Said policies and procedures shall at a minimum address the following:

- (1) The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored and the systems established for those purposes.
- (2) If electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met by, any third party used by a person filing a document to facilitate the process.
- (3) Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.
- (4) Any other required attributes for electronic records which are specified for corresponding nonelectronic records or reasonably necessary under the circumstances.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of February, 2022.

Passed and adopted on second and final reading on the _____ day of February, 2022.

Reviewed and Approved: _____
Matthew Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: Yes

SUBJECT: (I21) County Wide Pet License Update

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Provide direction to staff to notify the County Council that there is support from the City of Port Orange for participation in the county wide pet license program.

SUMMARY: In October, staff briefed City Council on exploring a County-Wide Universal Pet License. Volusia County staff will make a brief presentation on this program at the February 1 Council meeting. Staff is seeking Council consensus to notify the County of interest in participating in this program. If the County obtains sufficient support from the cities to move forward with this program, staff will bring back an amendment to the City's ordinance recognizing the county-wide license.

Port Orange's current fee schedule is \$10.00 for sterilized animals and \$15.00 for unsterilized animals. The County is proposing a modified fee structure that can be paid for 1 year or 3 years. For one year, the rates will range from \$4 (sterilized and microchipped)-\$16 (unsterilized). Recent data shows Port Orange only has approximately 425 active pet licenses. The cost to purchase pet licenses is currently approximately \$300/1,000 licenses, plus staff time for administration.

This program would not change the city's ability to enforce it's ordinance. The Animal Control Division has reviewed the program and staff is in support of moving to the county-wide program.

PRESENTER: Jamie Miller

ATTACHMENTS:

1.	Current City Ordinance Section 10.16	Current City Ordinance Section 10.16.docx
2.	Port Orange City Council 2-1-22	Port Orange City Council 2-1-22.pptx

Jamie Miller
Wayne Clark

Created/Initiated - 1/14/2022
Approved - 1/21/2022

Sec. 10-16. License tags.

- (a) The owner of a dog or cat which is vaccinated against rabies shall obtain a license tag for such dog or cat each year. It is a violation of this chapter for the owner of a dog or cat to refuse or fail to obtain a license tag for the dog or cat as required by this section.
- (b) A license tag is not required if:
 - (1) A dog or cat is maintained in a licensed pet store or shelter facility until such dog or cat is sold or transferred to a new owner; or
 - (2) The owner of the dog or cat is not a resident of the city. For purposes of this chapter, any person who lives in the city for more than 30 consecutive days shall be deemed to be a resident of the city.
- (c) The license tag shall be issued by the community development department upon presentation of a certificate of rabies vaccination signed by a licensed veterinarian, completion of an application for license tag, and payment of the applicable fee.
- (d) If a license tag is lost or destroyed, the owner of a dog or cat shall obtain a replacement license tag upon presentation of a certificate of rabies vaccination signed by a licensed veterinarian and payment of the applicable fee.
- (e) By resolution, the city council shall establish fees to be charged for issuance of license tags. Such fees may be reduced for a license tag issued for a neutered dog or cat or for a first-time license tag issued for a dog or cat after June 30 of any year.
- (f) Any resident of the city who owns a dog guide, especially trained for the purpose and being used to assist a deaf person, totally or partially blind person, or physically disabled person, as defined in F.S. § 413.08, may obtain a license tag for such dog guide at no charge.
- (g) The license tag shall be attached to the collar or harness of the dog or cat and shall be worn at all times, except:
 - (1) When such dog or cat is confined for treatment in a hospital or clinic operated by a licensed veterinarian;
 - (2) When such dog or cat is participating in a show, demonstration or training program and is under physical control of the owner of the dog or cat;
 - (3) If such dog or cat is permanently tattooed and the tattoo is registered with the animal control authority or his designee; or
 - (4) If a licensed veterinarian certifies in writing that such dog or cat cannot wear the license tag because of hazard or medical condition involving the dog or cat.
- (h) It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to be without the license tag as required by this section.
- (i) Each license tag shall be valid for a period not to exceed one calendar year beginning January 1 and ending December 31. It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to wear a license tag which has expired.
- (j) A license tag issued for one dog or cat is not valid for any other dog or cat. It is a violation of this chapter for the owner of a dog or cat to permit or allow the dog or cat to wear a license tag which was not issued for such dog or cat.

(Ord. No. 1992-31, § 17, 12-15-92)

COUNTY-WIDE PET LICENSE

Port Orange City Council 2/1/2022



THE PROBLEM

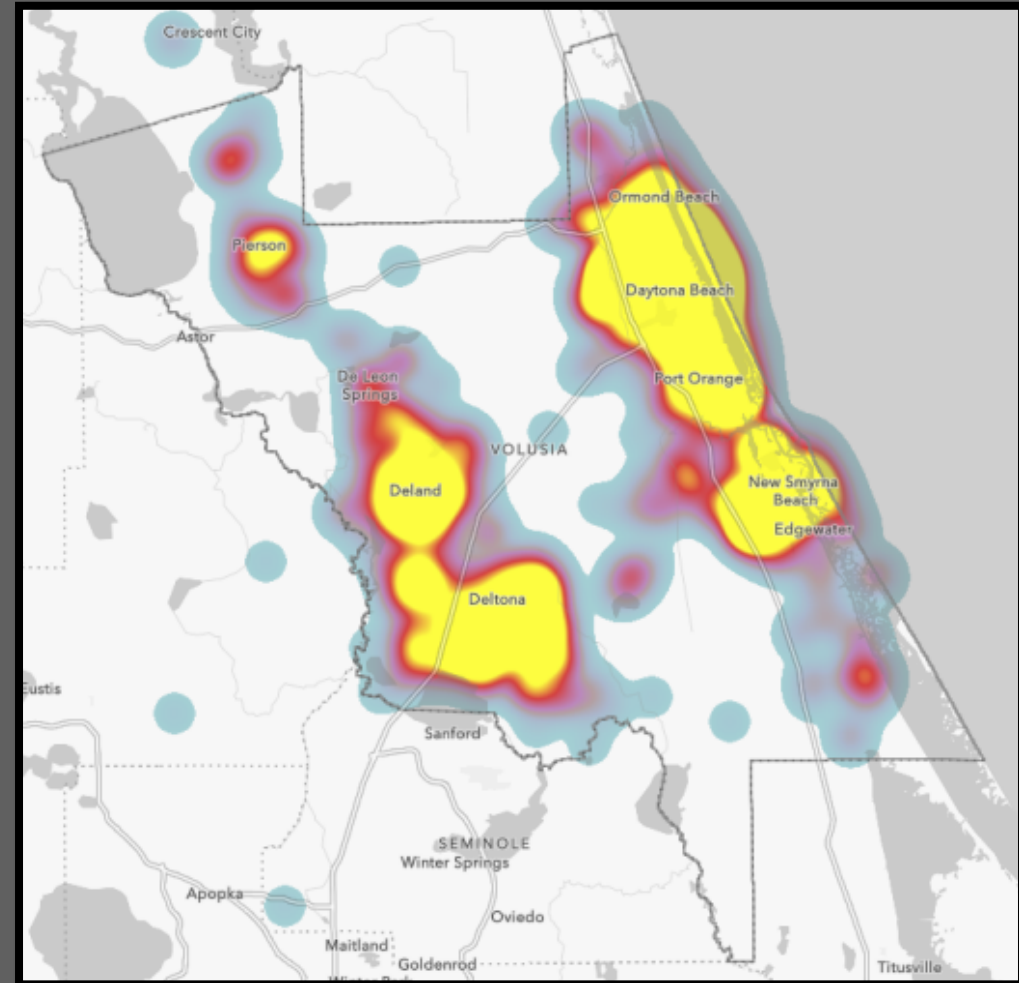
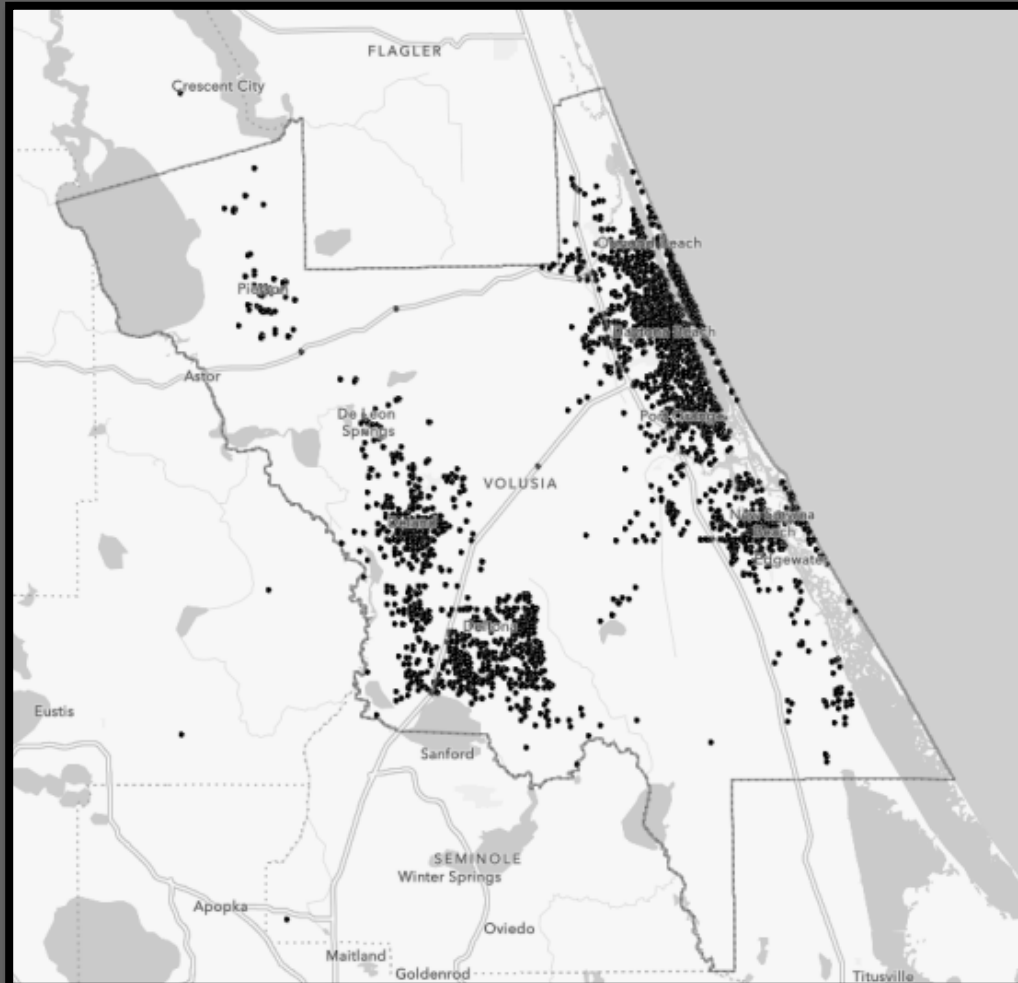
Too many pets enter Volusia County Shelters resulting in:

- Lost pets never returning to their owners
- Increased cost to cities
- Increased pressure on local shelters

ADMISSION OF PETS TO VOLUSIA SHELTERS

	Ormond Beach	Holly Hill	Daytona Beach	Daytona Beach Shores	South Daytona	New Smyrna Beach	Port Orange	Pierson	Deland	Lake Helen	Deltona	Orange City	Debary	VCAS
18/19														
Dog	108	69	567	7	60	140	106	31	106	13	323	22	13	304
Cat	311	137	1074	13	140	261	454	43	53	66	171	32	25	523
Other	298	2	50	0	17	32	28	0	5	0	19	0	0	22
Animal total	717	208	1691	20	217	433	588	74	164	79	513	54	38	849
19/20														
Dog	88	55	479	7	54		106	17	53	9	379	16	23	297
Cat	234	125	513	15	97		252	16	68	30	256	7	9	341
Other	3	2	24	0	0		10	0	0	0	22	2	7	7
Animal total	325	182	1016	22	151	0	368	33	121	39	657	25	39	645

CONCENTRATION OF ANIMAL INTAKES



COST FOR SHELTERING SERVICES

- Halifax Humane Society

- 1st day of impoundment: \$46.00

- 2nd day of impoundment: \$21.00

- 3rd day of impoundment: \$21.00 = \$88.00 for 3 days at a shelter per pet

- Southeast Volusia Humane Society

- 24hrs of impoundment: \$50.00

- 48hrs of impoundment: \$75.00

- If not reclaimed after 3 days: \$100.00

5,645 (animals sheltered in Volusia County FY18/19)

X 94.00 (average cost to shelter a pet for 3 days)

\$530,630.00 annual cost to shelter pets in Volusia County



ANIMAL POPULATION IN VOLUSIA

Incorporated City	Human Population Size	Number of households	Est. Animal Population	
			Dogs	Cats
Daytona Beach	61,005	27,314	16,782	12,488
DeLand	27,059	10,755	6,608	4,917
New Smyrna Beach	22,543	11,105	6,823	5,077
Deltona	85,182	30,223	18,569	13,818
Ormond Beach	38,144	17,066	10,485	7,803
Port Orange	56,467	25,119	15,433	11,484
Orange City	10,879	5,120	3,146	2,341
DeBary	19,320	8,065	4,955	3,687
Ponce Inlet	3,032	1,535	943	702
Edgewater	20,780	8,803	5,409	4,025
Holly Hill	11,657	5,434	3,339	2,484
South Daytona	12,252	5,532	3,399	2,529
Daytona Beach Shores	4,251	2,429	1,492	1,111
Lake Helen	2,624	1,128	693	516
Oak Hill	1796	800	492	366
Pierson	1,736	486	299	222
Unincorporated	115,866	47,322	29,075	21,636
Total Population	494,593	208,236	127,940	95,205

**Total Est. Pet Population =
223,145**

WHAT IS A PET LICENSE

- A Pet License is a tag purchased by a pet owner after receiving a rabies vaccination.
- This is done to:
 - Ensure pets are appropriately vaccinated and the records are received by VCAS
 - Aid in re-unifying lost pets with their owners
 - Incentivize sterilization of pets
 - Generate revenue to offset operating expenses

COST OF PET LICENSES IN VOLUSIA

Incorporated City	Cost for Pet License	
	<u>Sterilized</u>	<u>Unsterilized</u>
Daytona Beach	\$2.00	\$2.00
DeLand	\$4.00	\$12.00
New Smyrna Beach	\$0.00	\$0.00
Deltona	\$5.00	\$10.00
Ormond Beach	\$5.00	\$5.00
Port Orange	\$10.00	\$15.00
Orange City	\$10.00	\$15.00
DeBary	\$4.00	\$12.00
Ponce Inlet	FREE	FREE
Edgewater	\$15.00	\$15.00
Holly Hill	\$5.00	\$25.00
South Daytona	\$2/\$3/\$5.00	\$2/\$3/\$5.00
Daytona Beach Shc	\$0.00	\$0.00
Lake Helen	\$5.00	\$5.00
Oak Hill	\$4.00	\$12.00
Pierson	\$0.00	\$0.00
Unincorporated	\$4.00	\$12.00



LICENSES BY THE NUMBERS

▪ Licenses Sold FY18-19

Incorporated City	License Revenue	# of Licenses Sold
Daytona Beach	\$782	329
DeLand	\$432	93
New Smyrna Beach	\$0	0
Deltona	\$13,918	1605
Ormond Beach	\$800	160
Port Orange	\$1,473	423
Orange City	\$150	14
DeBary	\$312	78
Ponce Inlet	\$0	118
Edgewater	\$1,000	288
Holly Hill	\$170	12
South Daytona	\$252	78
Daytona Beach Shores	\$0	0
Lake Helen	\$60	12
Oak Hill	\$60	15
Pierson	\$0	0
Unincorporated	\$13,518	2,395

Combined Revenue
Cities \$19,349

Combined Licenses
Cities 3210

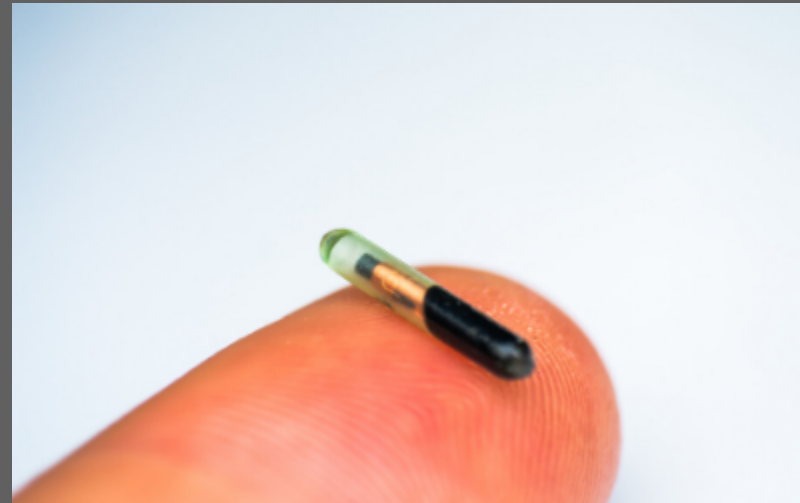
Total Revenue Sold
County-Wide \$32,867

Total Licenses Sold
County-Wide 5,605

% of Est. Animal Population Licensed
In Volusia County: 2.51%

WHAT CAN BE DONE ABOUT IT

- Shelter admission can be avoided by identifying pets
- This is done by licensing and microchipping



- In FY18/19: Only 207 pets were returned to owners in Unincorporated Volusia County (25% RTO Rate)
- In FY19/20: Only 191 pets were returned to owners in Unincorporated Volusia County (20% RTO Rate)

HOW DO SURROUNDING COUNTIES HANDLE PET LICENSURE?

- ✓ Brevard has a county-wide pet license (10.00 altered, 16.00 unaltered)
- Lake County does not have a pet licensing program
- ✓ Seminole County has a county-wide pet license (5.00 altered, 25.00 unaltered)
- ✓ Marion County has a county wide pet license (10.00-30.00 altered, 75.00-225.00 unaltered)
- Orange County does not have a separate county pet licensing program
- Flagler County has a pet license only in the city of Palm Coast (5.00 altered, 10.00 unaltered)
- ✓ Putnam County has a county-wide rabies tag program (5.00 altered, 7.00 unaltered)

4 of the 7 Surrounding Counties Have County-Wide Pet Licensing / Tag Programs

PROPOSAL

- A County-Wide License for Pets in Volusia County

Benefits include:

- reduced numbers of pets going into shelters
- county wide system of identifying pets
- county wide system for tracking rabies vaccination of pets
- centralized record keeping – faster return of pet to owner

PROPOSED ORDINANCE LANGUAGE

- **Sec. 14-45. – Licensing of dogs, cats, and ferrets.**
- *Required; payment of license fee.* Except as specifically exempted in this section, every dog, cat, and ferret four (4) months of age or older, kept by an owner in any municipality over which Volusia County has animal control jurisdiction or in the unincorporated area of Volusia County shall be licensed annually.
- All owners shall be issued a county license certificate and tag for their animal by the animal services division upon presentation of reasonable proof of current rabies inoculation or an exception certificate from a licensed veterinarian, or by a licensed veterinarian at the time of inoculating or issuing an exception certificate for an animal.
- The owner shall pay to the animal services division, or a person or entity designated by the county to receive such funds, a license fee in an amount recommended by the animal control board and established by resolution of the county council, which the division or county designee shall collect immediately and issue a receipt.
- License fees shall not be required for governmental police dogs.

PROPOSAL - FEES

Increase license fee from:

1 year (Current Fee Structure)

4.00 sterilized license

12.00 unsterilized license

Proposed Fees:

1 year

4.00 sterilized and microchipped pet

8.00 sterilized dog or cat

16.00 unsterilized pet

8.00 ferret license



3 year

10.00 sterilized and microchipped dog or cat

22.00 sterilized dog or cat

42.00 unsterilized dog or cat

WHERE ARE WE TODAY

- Ordinance in with County Legal, with proposed Council date of February 2022
- The following cities have submitted letters of intent to participate in the program:
 - Ponce Inlet
 - Holly Hill
 - Deland
 - Edgewater
 - Orange City

If your city has voted to accept the proposal, the county needs a letter of intent to present to County Council.

QUESTIONS?



Email: aleath@volusia.org

Cell: 386-822-3506



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/1/2022

Consent item: No

SUBJECT: (I22) Update on the Trap Neuter Release (TNR) Feral Cat Program

DEPARTMENT: Police Services

GOAL: N/A

RECOMMENDED MOTION: Update only. No motion needed.

SUMMARY: On June 16, 2020, with the intention of managing the feral cat population, the City Council approved Ordinance No. 2020-9, which authorized the creation of a community cat program to be overseen by the Police Department's Animal Control Unit. The program is proving to be effective in humanely managing and controlling the feral cat colonies through spay/neuter to limit the numbers of cats being reproduced. In July 2021, a preliminary report regarding the TNR program was submitted to Council for review. The current update contains calendar year end data collected through December 31, 2021.

PRESENTER: Jennifer Macsar , Thomas Aiken, Manuel Marino

ATTACHMENTS:

1.	Updated City Council TNR Presentation	Jan 2022 City Council TNR Presentation - updated 01-03-2022.pptx
2.	Executive Summary TNR - for December 2021 presentation	Executive Summary TNR - for January 2022 presentation - updated 01-28-2022.pdf

Robin Fenwick
William Proctor
Manuel Marino
Wayne Clark
Robin Fenwick

Created/Initiated - 10/6/2021
Approved - 1/19/2022
Approved - 1/19/2022
Approved - 1/20/2022
Final Approval - 1/20/2022

POPD Animal Control Unit

TNR Program Update

06/17/2020 – 12/31/2021

Lt. Thomas Aiken

TNR History in Port Orange

- TNR program was previously managed by CCFAW.
- On June 16, 2020 the Port Orange City Council approved the adoption of Ordinance 2020-9, which authorized the creation of a Community Cat program for the City.
- The new TNR program began the next morning on June 17, 2020 under the control of the POPD Animal Control Unit.
- 75 registered colonies as of 12/31/2021

Expenditures

- Purchase of 20 traps -----\$1,246.20
- Staff TNR hours worked Jun 17, 2020 to Dec 31, 2021
(910.70 hours – average of 11.24hr/week) -----\$14,317.40
- TNR surgeries 06/17/20 to 12/31/21 (297 cats)-----\$13,545.00
- Return to Field Surgeries as of 12/31/21 (46) -----\$2,070.00
- Total = \$31,178.60
- TNR surgery appointments 4-days/week for 2 cats each day

Impact on ACO Duties

- Average of about 11.24 hours/week devoted solely to TNR duties.
- 2 citations and 1 written warning issued for violations of section 10-21, Code of Ordinances, regarding feeding feral cats.
- ACOs have logged 1,907 CAD entries for TNR (ANT header used).
- ACOs handled 2,643 additional calls for service, consisting of Animal Complaints, Animal Bites, executing search warrants, assisting Patrol at a scene, etc.

Where We're Headed

- As FY22 progresses, the POPD Animal Control Unit will continue to grow and expand the TNR program as needed.
- Look to expand RTF operations as more volunteers are added.
- Examine staffing levels needed to maintain level of services.
- Continue reducing the feral cat population via spay/neuter services.



PORT ORANGE POLICE DEPARTMENT

Lieutenant Thomas Aiken
Support Services Division



Port Orange Trap-Neuter-Return (TNR) Program

On June 16, 2020, with the intention to manage/control the feral cat population, the City Council approved Ordinance No. 2020-9, which authorized the creation of a community cat program to be overseen by the Police Department's Animal Control Unit. The Animal Control Unit implemented the new TNR program the very next morning, on June 17, 2020. With the assistance of colony caregivers and the City's Animal Control Unit, the program has proven successful by trapping 297 feral cats as of December 24, 2021, neutering or spaying them, and later releasing them back to their colonies. The Animal Control Unit also recently began implementing a limited amount of Return to Field (RTF), due to the additional resources needed for that program. Forty six (46) cats were trapped outside of any designated colonies and later returned to the field (RTF), after being neutered or spayed. Darlene Kochendorfer has volunteered her services to assist with RTF, and we are extremely grateful for her assistance.

The goal of the TNR program is to reduce the feral cat population in a safe and humane way. However, in order to reach the goal of the program, certain expenses were accrued, such as the cost of new traps, staffing, and \$45.00 for each surgery. The data was tracked and are listed in the below table. The table provides the expenses accrued between June 17, 2020 and December 31, 2021.

TNR Expenses - June 17, 2020 to December 24, 2021	
	YTD
20 NEW TRAPS	\$1,246.20
Staff TNR hours worked since June 17, 2020 = 910.70 hours	\$14,317.40
TNR Surgeries YTD = 297	\$13,545.00
Return to Field (RTF) Surgeries = 46	\$2,070.00
Total	\$31,178.60

In addition to the TNR program, citizens and the city's Animal Control Unit delivered 412 additional cats to the Halifax Humane Society (HHS) that were recovered within the City of Port Orange as of 12/31/2021. Out of those 412 cats HHS received, 32.76% were re-homed through adoption, 2.91% were returned to the owner (RTO), 9.46% were transferred, and 3.88% were deceased upon arrival or were euthanized due to health issues. The tables below provide details on the delivery methods and the outcome.

METHODS OF DELIVERY	6/17/2019 to 12/31/2020	06/17/2020 to 12/31/2021
Citizens	131	177
City Employees	148	232
Other Method	7	3

OUTCOME TYPE	6/17/2019 to 12/31/2020	6/17/2020 to 12/31/2021
Return to Owner (RTO)	9	12
Adopted	39	135
Transferred Out	44	39
Deceased/DOA	13	16

**2020-2021 data is through 12/31/2021*

The TNR Program is proving to be effective in humanely managing and controlling the feral cat colonies through spay/neuter to limit the numbers of cats being reproduced. Although the City Council recently implemented the ordinance, the TNR Program officially began on June 1, 2012. Before the ordinance, the program was overseen by Concerned Citizens For Animal Welfare (CCFAW) volunteers from the community. Unfortunately, due to budgetary constraints, the program was suspended on November 1, 2019. Since the program's reinstatement on June 17, 2020 under the control of the Port Orange Police Department's Animal Control Unit, we have continued to see a reduction of feral cats in the colonies.

In 2016, the TNR Program trapped and released 432 feral cats. Therefore, comparing the data from five years ago with the data provided in this study, the number of feral cats trapped and later released was reduced by 31.25%. Furthermore, in 2016, 535 cats were delivered to HHS, compared to the 412 cats from this study. Therefore, the number of stray cats being turned over to HHS was reduced by 22.99%.

If the program continues on this same trajectory, we should continue to see a reduction in numbers, which will ultimately result in the goals of the program being met.