



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 15, 2023

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE 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 Administrative Pastor Stephen Johnson of Jesus Church
2. Pledge of Allegiance
3. Roll Call

B. CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

C. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 1, 2023 - Regular City Council Meeting
 - b. August 1, 2023 - Joint Special City Council & Town Center CRA Meeting
7. Bid Awards and Contract Items
 - a. Approval of Amendment No. 1 to the ECS Florida, LLC Contract for Building Inspection and Plan Review Services
 - b. Approval of Memorandum of Understanding (MOU) Amending Sections 20.1, 28.1, and 28.7 with the National Association of Government Employees (NAGE)
 - c. Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement
8. Historic Tree Removal – Crystal Lake Business Park 1101 Reed Canal Road
9. Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation for FY2022

D. PUBLIC PARTICIPATION (Agenda)

10. First Step Shelter Presentation

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

F. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

12. Citizen Advisory Committee for TPO

13. Environmental Advisory Board Report

H. PUBLIC HEARING

14. Second Reading - Ordinance No. 2023-08 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions)

I. ADDITIONAL ITEMS

15. City Attorney

16. City Manager

J. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette

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

K. ADJOURNMENT

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



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



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF

Regular City Council Meeting

8/15/2023

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CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 1, 2023

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 Mike Swingle of First Baptist Church of Harbor Oaks

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Donald Burnette
	Also Present:	City Manager, Wayne Clark City Attorney, Matthew Jones Deputy City Clerk, Tracee Cody

City Council recessed at 6:31 p.m. to hold the Town Center CRA meeting, City Council/Town Center CRA Joint Special meeting, and the Eastport CRA meeting, minutes of which are under separate cover.

TOWN CENTER CRA REGULAR MEETING

CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

EASTPORT CRA REGULAR MEETING

City Council reconvened at 7:02 p.m.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Mayor Burnette asked to pull Item #7h for further discussion.

Motion to approve the agenda as amended was made by Vice Mayor Reed Foley and seconded by

Councilman Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes
 - a. July 11, 2023 - City Council Workshop
 - b. July 18, 2023 - Regular City Council Meeting
 - c. July 25, 2023 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Award of ITB No. 23-03 for Major Thoroughfare Landscape Maintenance to Brightview Landscape Services, Inc.
 - b. Approval of Change Order No. 1 with McMahan Construction Co., Inc. for the Water Reclamation Facility East Master Lift Station upgrades
 - c. Approval of Amendment No. 2 to the Down Under Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT)
 - d. Approval of Task Authorization No. 3 with Advanced Roofing for the repair of the Public Works Fleet Roof
 - e. Approval of Task Authorization No. 4 with Dredging & Marine Consultants for the Memorial Park Observation Dock Rehabilitation
 - f. Approval of Task Authorization No. 7 with Kimley-Horn, Inc under the Master Contract for Engineering & Environmental Services as it relates to the City-wide Stormwater Master Plan Update
 - g. Approval of a Standard Contract for Services with Applied Aquatic Management Inc. for Aquatic Plant Management
 - h. Approval of a Contract with Samsula Waste, Inc. d/b/a Samsula Demolition to demolish and clean up the properties located at 826, 828, 830, and 832 Sugarhouse Blvd., pursuant to the Code Enforcement Special Magistrate's Order
8. Resolution No. 23-27 - FY2022 - 2023 Third Quarter Budget Amendments
9. Resolution No. 23-28 - Housing and Urban Development Community Development Block Grant (CDBG) Plan Year 2023 Annual Action Plan
10. Approval of Quit-Claim Deed regarding Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property

Motion to approve the Consent Agenda Items #6-7g and #8-10 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

Item #7h - Approval of a Contract with Samsula Waste, Inc. d/b/a Samsula Demolition to demolish and clean up the properties located at 826, 828, 830, and 832 Sugarhouse Blvd., pursuant to the Code Enforcement Special Magistrate's Order

Motion to approve Item #7h was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Mayor Burnette asked the City Manager, Wayne Clark, for a timeframe on the

demolition. Mr. Clark explained that the demolition company has prepared the permit package already and that there is a requirement to do an asbestos study that takes about five days. Given the study comes back negative, the company would start demolition on the week of August 14th, which takes about a week. The site should be cleared by the end of August. Mr. Clark will keep the Mayor apprised of any delays.

Motion carried unanimously by voice vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Matt Reinhart, Volusia County Councilman, gave an update on county business primarily in regards to the beaches. Key topics included how construction is being worked around sea turtle activity, beach ramps and access points, deployed trap bags and easement agreements obtained, dredging projects, and the Transform 386 grant project. Mr. Reinhart also spoke about the Army Corps of Engineers project for inland flooding in Daytona Beach backed by Congressman Waltz.

Robert Reinhegan, resident, commented on the Riveryard item discussed at the July 27th Planning Commission meeting regarding the infrastructure and his concerns about how the developer would deal with stormwater runoff.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Vice Mayor Foley thanked Tom DiEulio, Public Works Director, and his crew for their efforts in trying to reduce flooding throughout the City but specifically in the Sleepy Hollow subdivision.

Councilman Grubbs expressed concerns about derelict vessels in the Down Under and Riverwalk areas.

Mayor Burnette asked Mr. Clark about the Artificial Intelligence (AI) system and traffic lights along Dunlawton Ave. Without speaking for the County or Florida Department of Transportation (FDOT), Mr. Clark briefly explained how the system works and why they aren't using it. Due to high maintenance costs and studies showing the manual/computer system is more efficient, they have decided not to repair the system. Mr. Clark also provided an update on street lights on the bridge and that repairs were delayed due to the supply chain but are now underway. Mr. Clark also explained that the lights along the north end of Nova Road approaching Herbert Street are still out because an FDOT contractor cut a line to the main power source and they are still trying to resolve the issue.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

12. Golf Advisory Board Report

Richard Lee, Chairman of the Golf Course Advisory Board, provided details from their recent meetings.

PUBLIC HEARING

13. First Reading - Ordinance 2023-08 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions)

Mayor Don Burnette read Ordinance No. 2023-08.

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, CLARIFYING THE DEFINITION OF "COMPENSATION" TO CONFORM TO PAST PRACTICE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Matt Jones, City Attorney, provided further details of the proposed Ordinance.

Motion to approve Ordinance No. 2023-08 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

14. Approval of the Coastal Oaks Subdivision Plat and Plans (Case No. SUBD-23-0001)

Motion to approve was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Penelope Cruz, Planning Manager, provided further details of the request and answered questions from Council.

Brendan Galbreath, Port Orange business owner, commented on the momentum of these areas and upcoming projects and is looking forward to them.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

15. City Attorney

There was nothing further.

16. City Manager

Mr. Clark provided an update on the Nova Road street lights that FPL has assigned a crew and pushed this issue to the top. Mr. Clark also informed Council that Bristol will be presenting their plans on August 15. Lastly, he introduced and welcomed the new IT director, Jim Faulkner.

ADJOURNMENT – 7:46 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

PORT ORANGE CITY COUNCIL & TOWN CENTER CRA
JOINT SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 1, 2023

THE JOINT SPECIAL MEETING OF THE PORT ORANGE CITY COUNCIL AND TOWN CENTER CRA was called to order by Mayor Donald O. Burnette at 6:34 p.m.

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Donald Burnette
	CRA Members:	Reed Foley, Chairman Donald Burnette Drew Bastian Scott Stiltner Tracy Grubbs Michael Benedict
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk

PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

There were no objections to the notice; therefore, the notice was accepted.

DISCUSSION/ACTION

2. Resolution No. 23-29 – Approval of the Down Under Master Plan

Penelope Cruz, Planning Manager, provided details of the Down Under Master Plan and thanked business owners and members of the Down Under district who have worked with staff on the Master Plan. Mrs. Cruz explained that, upon approval by the CRA and Council, the next steps would be for staff to work with FDOT for final approval and establish funding for improvements, design, and construction. CRA and Council members expressed their thoughts and excitement for this project.

Michael Freeman with Two Jerks Seafood thanked Tim Burman, Community Development Director, Mrs. Cruz, and all staff for their work on this project and that he is looking forward to it.

CRA Member Michael Benedict abstained from the vote due to conflict as he owns a business in the Down Under area. The Voting Conflict Form is attached hereto.

CRA: Motion to recommend approval of Resolution No. 23-01 for the Approval of the Down Under Master Plan and authorize the Chairman and Agency Clerk to sign any necessary documents was made by Member Scott Stiltner and seconded by Member Drew Bastian. Motion carried 5-0-1 by roll call vote with Member Michael Benedict abstaining.

Council: Motion to approve Resolution No. 23-01 for the Approval of the Down Under Master Plan and authorize the Mayor and City Clerk to sign all necessary documents was made by Vice Mayor Reed Foley and seconded by Councilman Tracy Grubbs. Motion carried unanimously by roll call vote.

PUBLIC COMMENTS

There were none.

BOARD COMMENTS

There were none.

There was no further business to be brought before the members of the Town Center Redevelopment Agency and City Council.

ADJOURNMENT – 7:00 p.m.

Chairman Reed Foley

Attest:

Robin Fenwick, MMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Benedict, Michael		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Port Orange Town Center CRA
MAILING ADDRESS 1000 City Center Circle		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Port Orange	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED August 1, 2023		NAME OF POLITICAL SUBDIVISION City of Port Orange
		MY POSITION IS ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael Benedict, hereby disclose that on August 1, 20 23 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The measure involved an investment of City funds into the Down Under District in which I own multiple businesses. While there are no funds going directly to my businesses, I believe it's in my best interest to abstain to avoid the appearance of impropriety.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/8/2023
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (C7a) Approval of Amendment No. 1 to the ECS Florida, LLC Contract for Building Inspection and Plan Review Services

DEPARTMENT: Community Development

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the ECS Florida, LLC Contract for Building Inspection and Plan Review Services.

SUMMARY: On September 6, 2022, the City entered into a contract with ECS Florida, LLC. (ECS) for Building Inspection and Plan Review Services. In June 2023, ECS requested to reduce their service cost for plan review and inspection service fees listed in the current contract. In addition to having a contract with ECS, the Building Division also has a contract with Universal Engineering Sciences (Universal) for the same services. ECS is reducing its plan review fee from \$225.00 per hour to \$185.00 per hour and its building inspection fee from \$125.00 to \$85.00. According to ECS, the fee reduction is to align their service costs to be more competitive with service costs in the Universal contract. The service cost in the current contract with Universal is \$85.00 for building inspections and \$125.00 for plan review.

According to the contract, ECS is to provide building, mechanical, electrical, and plumbing inspection services to ensure compliance with the current Florida Building Code and review building plans for compliance with the minimum standards of the current Florida Building Code. These services are typically only used on an as-needed basis to support the Building Division during increased workload periods and staff turnover.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	ECS Florida, LLC Amendment No. 1 to Standard Contract for Services Dated September 6, 2022	ECS Florida, LLC Amendment No. 1 to Standard Contract for Services Dated September 6, 2022.pdf
2.	Signed Contract - ECS Florida, LLC CA7853 9.6.2025	ECS Florida, LLC CA7853 9.6.2025.pdf

3.	Building Inspection and Plan Review Services Strikethrough/Underline - Provided by ECS 7-2023	RFP 22-12 Building Inspection and Plan Review Services (002).pdf
4.	Building Inspection and Plan Review Services - Reduced Fees 7-2023	RFP 22-12 Building Inspection and Plan Review Services (002) - New Sheet.pdf

Tim Burman	Created/Initiated - 7/26/2023
Tim Burman	Approved - 7/26/2023
John McKinney	Approved - 7/27/2023
Matthew Jones	Approved - 8/7/2023
Wayne Clark	Approved - 8/8/2023
Tracee Cody	Final Approval - 8/8/2023

AMENDMENT NO. 1
TO STANDARD CONTRACT FOR SERVICES DATED SEPTEMBER 6, 2022

THIS AMENDMENT NO. 1 ("Amendment No. 1") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **ECS FLORIDA, LLC** ("Contractor"), a Virginia limited liability corporation, whose principal address is 14030 Thunderbolt Place, Suite 500, Chantilly, Virginia 20151. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 6th day of September 2022, the City and the Contractor entered into a Standard Contract for Services, for building inspections and plan review services ("Contract"), pursuant to Request for Proposal ("RFP 22-12"), with an initial term commencing on October 1, 2022 and continuing for a period of three (3) years until September 30, 2025, which may be renewed for two (2) additional two-year periods, upon review and approval of the City Manager and budget appropriation; and

WHEREAS, the Parties desire to amend the Contract pricing, reducing the plan review fee from \$225 per hour to \$185 per hour, and reducing the building inspection fee from \$125 per hour to \$85 per hour, to align service costs to be more competitive; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Amendment No. 1 is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Exhibit "1," Attachment "1" RFP #22-10 Schedule of Unit Pricing is hereby deleted in its entirety, and replaced herewith, revised Exhibit "1," Attachment "1" RFP #22-10 Schedule of Unit Pricing, reducing the plan review fee from \$225 per hour to \$185 per hour, and reducing the building inspection fee from \$125 per hour to \$85 per hour.

2. Counterparts. This Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment No. 1 on the day and year stated hereinafter.

Witnesses:

ECS FLORIDA, LLC

Printed Name: _____

Printed Name: _____

By: _____
David Bearce, Vice President

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

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$85 \$125.00	\$442,000.00 \$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$185 \$225.00	\$192,400.00 \$234,000.00
GRAND TOTAL			\$634,400.00 \$884,000.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 6 day of September, 2022, 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 **ECS FLORIDA, LLC** ("Contractor"), a Virginia limited liability corporation whose principal address is 14026 Thunderbolt Place, Suite 600, Chantilly, Virginia 20151. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide building inspections and plan review services on an as needed basis, pursuant to Request for Proposal 22-12 ("RFP 22-12"). This Contract together with RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from RFP 22-12, and the Contractor's Schedule of Unit Pricing, are attached hereto as **Exhibit "1"**. A complete copy of RFP 22-12, Addendum No. 1, and Contractor's Schedule of Unit Pricing are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: Notwithstanding the date of execution, the initial term of this Contract shall become effective on October 1, 2022 ("Effective Date") and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional two-year terms, upon review and approval of the City Manager and budget appropriation.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

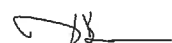
- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.



- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

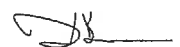
(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration,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

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

(a) Keep and maintain public records required by the City to perform the service.

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

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



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

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

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

10. Termination for Non-Appropriation of Funds

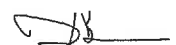
(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished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

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

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

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

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other



insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

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

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

16. 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.

17. 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.

18. 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.

19. Inspection

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

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

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



20. Liability for Loss or Damage.

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

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

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

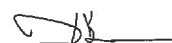
(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor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

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

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

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, 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.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely 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.



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

25. 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.

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

27. 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

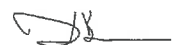
Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Contractor: ECS Florida, LLC
Attention: David Bearce, Vice President
14026 Thunderbolt Place
Suite 600
Chantilly, Virginia 20151
(386) 944-9588 – Telephone
(386) 944-9589 – Facsimile
DBearce@ecslimited.com

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.

28. Contract Construction

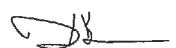
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of



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.

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

[Remainder of this page intentionally left blank]



Witnesses:

[Signature]
Printed Name: Johna Shinn

[Signature]
Printed Name: Yari Lebron

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of August, 2022, by David Bearce, as Vice President of ECS Florida, LLC, a Virginia limited liability corporation. He is ✓ personally known or has produced _____ as identification.

ECS FLORIDA, LLC

By: [Signature]

David Bearce, Vice President

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

Date: 8-25-22

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



BILLIE J. COLEMAN
Commission # GG 959537
Expires February 18, 2024
Bonded Thru Budget Notary Services

[Signature]

Witnesses:

[Signature]
Printed Name: Matt Jones

[Signature]
Printed Name: Tracee Cody

CITY OF PORT ORANGE

By: [Signature]
Donald O. Burnette, Mayor

Date: 9/6/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of September, 2022, by Donald O. Burnette, as Mayor of the City of PortOrange, a Florida municipal corporation, on behalf of the city. He is personally known or produced as identification.



TRACEE CODY
Commission # HH 263572
Expires May 11, 2026

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

Witnesses:

[Signature]
Printed Name: Matt Jones

[Signature]
Printed Name: Tracee Cody

ATTEST:

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

Date: 9/6/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced as identification.



TRACEE CODY
Commission # HH 263572
Expires May 11, 2026

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

[Signature]

EXHIBIT "1"

Contractor's Schedule of Unit Pricing and RFP 22-12 Section 3

Consisting of 3 Pages

A handwritten signature, possibly reading "J.B.", followed by a horizontal line.

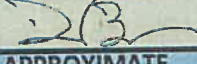
TAB E - PRICING SHEET

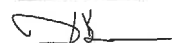


ATTACHMENT 1 RFP #22-10 SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE BUILDING INSPECTION AND PLAN REVIEW SERVICES

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$125.00	\$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$225.00	\$234,000.00
GRAND TOTAL			\$884,000.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Provide building inspections and plan review services, included but not limited to the following:

SCOPE OF SERVICES:

A. Building Inspections

Provide building, mechanical, electrical and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.

Provide approximately 5,200 hours per year of building Inspections working under the direction of the Director of Community Development or designee on an as needed basis.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector with a minimum of 4 (four) years of experience. The person(s) performing the inspections shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.

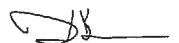
Inspectors are expected to provide daily inspections using electronic logs that will be uploaded to SmartGov. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and City Codes and Ordinances. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the re-roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

B. Plan Review.

Review plans for compliance with the minimum standard of the current Florida Building Code. Provide approximately 1,040 hours per year under the direction of the Director of Community Development or designee on an as needed basis.

Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to SmartGov. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and homeowners and interact with other departments to complete reviews in an electronic form. The plan reviews must be in done in a reasonable amount of time in relation to the scope of the project and at the direction of the Director of Community Development or designee. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers should be capable of relaying information to the Building Official or designee.

The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

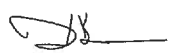


Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to SmartGov.
4. The City reserves the right to request the replacement of any inspector or plan reviewer if it is in the City's best interest.
5. The City is currently in the process of implementing SmartGov. Awarded supplier will be expected to utilize SmartGov to streamline workflows.
6. The City will provide SmartGov training to the selected firm(s).
7. The City reserves the right to award this solicitation to one or multiple firms.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely.
10. All proposers must be able to provide all services in this RFP (Section 3 – Scope of Work).

[END OF SPECIFICATIONS]

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TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$85 \$125.00	\$442,000.00 \$650,000.00
B. PLAN REVIEW SERVICES	1,040	\$185 \$225.00	\$192,400.00 \$234,000.00
GRAND TOTAL			\$634,400.00 \$884,000.00

TAB E - PRICING SHEET



**ATTACHMENT 1
RFP #22-10 SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:	ECS Florida, LLC		
CONTACT PERSON:	David Bearce, PE, SI/Victor Faltas, PE		
EMAIL ADDRESS:	dbearce@ecslimited.com / vfaltas@ecslimited.com		
AUTHORIZED SIGNATURE:			
DESCRIPTION	APPROXIMATE YEARLY HOURS	WEEKDAY HOURLY RATE	TOTAL
A. FIELD INSPECTION - BUILDINGS	5,200	\$85.00	\$442,000.00
B. PLAN REVIEW SERVICES	1,040	\$185.00	\$192,400.00
GRAND TOTAL			\$634,400.00



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (C7b) Approval of Memorandum of Understanding (MOU) Amending Sections 20.1, 28.1, and 28.7 with the National Association of Government Employees (NAGE)

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the National Association of Government Employees (NAGE) which amends Sections 20.1, 28.1, and 28.7.

SUMMARY: This Memorandum of Understanding (MOU) amends Sections 20.1, 28.1 and 28.7 of the National Association of Government Employees (NAGE) Local 5000 Collective Bargaining Agreement.

Below is a summary of changes to the articles:

Section 20.1 clarifies what the definition of immediate family is for determining the granting of bereavement leave to the employee.

Section 28.1 increases wages by 5%. This increase will be provided for all employees effective the first full pay period following the ratification of this agreement by both parties or following October 1, whichever is later, for fiscal years 2024 and 2025.

Section 28.7 clarifies the split of the Public Utilities, Works and Engineering into three separate departments. In addition, it clarifies that automotive mechanics are fleet mechanics with the addition of a motorcycle mechanics' certification pay.

On 07/17/2023, the City received notification that NAGE members voted in favor of the negotiated Memorandum of Understanding (MOU) to the Collective Bargaining Agreement that was tentatively agreed to by the City's bargaining team. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

PRESENTER: John McKinney

ATTACHMENTS:

1.	NAGE MOU 2023 Signed	NAGE MOU 2023 Signed.pdf
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John McKinney	Created/Initiated - 7/25/2023
John McKinney	Approved - 8/3/2023
Matthew Jones	Approved - 8/7/2023
Wayne Clark	Approved - 8/7/2023
Tracee Cody	Final Approval - 8/7/2023

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES LOCAL 5000
PERC CERTIFICATION #1904

This Memorandum of Understanding ("MOU") is entered into between National Association of Government Employees Local 5000 - PERC Certification #1904 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2022-2025 collective bargaining agreement entered into on October 4, 2022 ("Agreement"). This MOU is entered into - as a result of negotiations initiated in accordance with Article 31, Section 31.2 of the Agreement providing for a wage reopener in year 2 (FY 24) of the Agreement.

1. Upon execution by the parties, this MOU shall amend Sections 20.1, 28.1 and 28.7 of the Agreement as delineated below.
2. For purposes of this MOU, words with bold (**bold**) and underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.
3. By executing this MOU, it is understood and agreed by the parties that Section 20.1 of the Agreement is hereby amended to read as follows:

20.1 All permanent employees may be granted time-off with pay to arrange and/or attend funeral services in the event of a death in the employee's immediate family. For purposes of this section, "immediate family" shall be defined as: father, mother, spouse, child, step-child, legally placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren. If the employee was raised by someone other than an immediate family member, the employee may request leave as though the employee had been reared by an immediate family member or member of the same household. Such time-off may be granted as required to a limit of up to five (5) days off with pay. At no time will an employee be granted more than sixty-four (64) hours in a given fiscal year.

- 4 By executing this MOU, it is understood and agreed by the parties that Section 28.1 of the Agreement is hereby amended to read as follows:

28.1 The following pay adjustments will occur during this contract period:

- A. ~~Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2022, whichever is later, for fiscal year 2023, employees who have been employed with the City a minimum of six months on or before September 30, 2022 and whose base pay is below the maximum of their pay range shall receive a one dollar (\$1.00) per hour increase to their base pay up to the maximum of their pay range. Employees who have been employed by the City for less than six months on September 30, 2022, shall receive a one dollar (\$1.00) per hour increase to their base pay upon the successful completion of probation. The minimum and maximum pay range for each position will increase by one dollar (\$1.00) per hour.~~
- B. ~~Effective the first full pay period following April 1, 2023, employees who have been~~

NAGE MOU 2023

~~employed with the City a minimum of six months on or before September 30, 2022, and whose base pay is below the maximum of their pay range shall receive one dollar (\$1.00) per hour increase to their base pay, up to the maximum of their pay range. Employees who have been employed by the City for less than six months on April 1, 2023, shall receive a one dollar (\$1.00) per hour increase to their base pay upon their successful completion of probation. The minimum pay range for any position shall be no less than \$15.00 per hour effective April 1, 2023. The minimum and maximum pay range for each position will increase by one dollar (\$1.00) per hour.~~

- A. Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2023, whichever is later, for fiscal year 2024, employees who have been employed with the City on or before September 30, 2023 shall receive a 5% increase to their base pay up to the maximum of their pay range. The minimum pay range will increase by 2.5% and maximum pay range for each position will increase by 5%.
 - B. Effective the first full pay period following October 1, 2024, for fiscal year 2025, employees who have been employed with the City on or before September 30, 2024 shall receive a 5% increase to their base pay up to the maximum of their pay range. The minimum pay range will increase by 2.5% and maximum pay range for each position will increase by 5%.
4. By executing this MOU, it is understood and agreed by the parties that Subsections 28.7 G. and H. of the Agreement are hereby amended to read as follows:
- 28.7 Specialty Pay

G. ~~Employees in the Public Utilities Field Operations Division, Public Works and Utilities—Engineering Department Division, Lift Station Mechanics, and Plant Mechanics shall be eligible for \$1,500.00 a year for each Distribution or Collections License in excess of the minimum required license for their position. Employees are not eligible to receive more than \$4,500.00 in Specialty Pay, to include eligibility for dual licensure. In the event the City determines that licensed and unlicensed Utility Systems Operators will be treated as distinct positions, this Specialty Pay may cease to be valid for the initial license. For employees in Field Operations position under this subsection who have already obtained their Water or Wastewater License Treatment Plant Operations License (TPO), the TPO License shall supersede through the top level of distribution or collection licensing and shall only be eligible for one license in the other discipline.~~

H. Fleet Automotive Mechanics shall be eligible for the following:

~~a. \$500.00 a year for each ASE Certification, Allison Auto Transmission, or Emergency Vehicle Technician certification earned.~~

~~b. Automotive Mechanics are not eligible to receive more than \$4,000.00 in Specialty Pay between all certifications.~~

~~c. Automotive mechanics will receive a tool allowance of \$250.00 per year.~~

1. Automotive Mechanics

NAGE MOU 2023

- a. \$500.00 a year for each ASE Certification, Allison Auto Transmission, or Emergency Vehicle Technician certification earned.
2. Motorcycle Mechanics
 - a. \$250.00 a year for each certification of the current manufacturer utilized by the department.
 - b. Motorcycle Mechanics are not eligible to receive more than \$1,000.00 in Motorcycle certifications.
3. Fleet Mechanics are not eligible to receive more than \$4,000.00 in Specialty Pay between all certifications.
4. Tool Allowances – fleet mechanics will receive a tool allowance of \$250.00 per year.

The above amended terms and conditions are the entire understanding of this MOU between the parties. Except as provided above, no other changes are being made to the Agreement and all other provisions thereof remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, approval by City Council, and execution by both parties.

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 5000 PERC CERTIFICATION #1904:



Date: 8-3-23

Carl Westberg-Miller, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

Date: _____

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (C7c) Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Port Orange/South Daytona Chamber of Commerce Services Agreement.

SUMMARY: The Port Orange/South Daytona Chamber of Commerce ("The Chamber") provides economic development and business retention services by contract with the City of Port Orange in the amount of \$20,000 annually. The current contract expires on September 30, 2023.

The Agreement provides for the Chamber to continue to work with the City, Team Volusia, and the Volusia County Business Development Corporation to retain businesses and follow up on business prospects, recruit members for involvement on City committees and boards, maintain the Leadership Training Program, and provide City Council with regular updates on activities of the Chamber.

City staff recommends approval of a new contract with the Chamber for the same annual amount of \$20,000. The draft contract is attached to this item and is for a three-year period beginning on October 1, 2023 and ending on September 30, 2026. As per the draft contract, this agreement can be terminated by either party with a 30-day written notice.

PRESENTER: Wayne Clark, Robin Fenwick, Tim Burman

ATTACHMENTS:

1.	POSD Chamber Service Agreement 2023-2026	POSD Chamber Service Agreement 2023-2026.pdf
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Robin Fenwick
Robin Fenwick
Matthew Jones
Wayne Clark

Created/Initiated - 6/12/2023
Approved - 7/24/2023
Approved - 8/4/2023
Approved - 8/4/2023

Tracee Cody

Final Approval - 8/4/2023

CHAMBER SERVICES AGREEMENT

This Agreement is made this ____ day of August, 2023 by and between the **City of Port Orange**, a Florida municipal corporation (hereinafter “**City**”) and the **Port Orange/South Daytona Chamber of Commerce**, a Florida not-for-profit corporation (hereinafter “**Chamber**”) and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. **Services.** The Chamber shall provide the services as outlined on Attachment A, which are hereby incorporated by reference and made a part of this Agreement.

2. **Term.** This Agreement shall be for a term of three (3) years commencing on October 1, 2023 and ending on September 30, 2026.

3. **Compensation.** The City shall pay the Chamber for the work performed hereunder the total sum of \$20,000.00 annually. Such compensation shall be payable annually during the term of this agreement in the first week of November (2023, 2024 and 2025).

4. **Termination.** Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate. In the event of a termination of this agreement by either party, the Chamber shall provide the City a refund of the compensation prorated monthly.

5. **Governing Law and Venue.** This Agreement, the rights and obligations of the parties hereto, any and all claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. **Indemnity.** The Chamber will indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including reasonable attorney’s fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

7. **Notices.** All notices required to be given by either party shall be in writing addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

CITY: City Manager
1000 City Center Circle Port Orange, FL 32129

CHAMBER: President
Port Orange/South Daytona Chamber of Commerce, Inc.
3431 Ridgewood Avenue
Port Orange, FL 32119

8. Contract Administration. The assistant city manager shall perform contract administration of this Agreement.

9. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

13. Interpretation. It is the express agreement of the parties under the circumstances calling for the construction of interpretation of any of the provisions or terms herein, that this Agreement shall not be construed against a party by reason of responsibility for its drafting.

City of Port Orange

Port Orange/South Daytona Chamber
of Commerce

By: _____
Donald O. Burnette, Mayor

By: _____
Barbara Ann Heegan, President &
CEO

Attest: _____
Robin L. Fenwick, MMC, Assistant City
Manager/City Clerk

And: _____
Carol Court, Chairman of the Board

Date: _____

Date: _____

ATTACHMENT A
SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and includes measures that are to be reported quarterly.

Provide technical assistance to the City on issues impacting economic development and small business.

1. Work with the City, Team Volusia and the Volusia County Business Development Corporation to retain businesses and follow up on business prospects visiting the area.
2. Organize business owners and coordinate advisory task forces to work with the City at the City's request on issues impacting small businesses. Assist the City in reviewing issues directly affecting the business community. Participate in the City's activities to promote economic development in the Ridgewood corridor. Work with the Port Orange Community Development Director to update and accomplish the Ridgewood Corridor Plan adopted by the City.
3. Recruit members for involvement in City committees, boards and activities affecting growth and development in the area.

Provide technical assistance to businesses and the public on issues impacting economic development and small business.

1. Conduct monthly visits to local businesses within Port Orange to offer assistance and resources. Update current Business Resource Guide and distribute to local businesses.
2. Conduct small business development seminars or programs to assist area businesses. In conjunction with the City, develop and cosponsor at least one (1) conference or seminar for small businesses interested in: providing services to the City, learning about the City's permitting processes, or other issues pertaining to enhancing the relationship between the City and the business community.
3. Assist in promoting Port Orange Family Days business expo to Chamber Members.
4. Maintain the Leadership Training Program to encourage individuals to become involved in the Chamber and the community.
5. Provide information on the community for people visiting or relocating to the City.
6. Use the current business tax list issued by the City in order to determine all possible businesses eligible for Chamber membership and assistance.

Provide services to the City

1. Provide a page for the City of Port Orange in the Community and Business Guide every year.
2. Maintain an area web page that will be hyperlinked to the City web page and Team Volusia web page.
3. Meeting space at the Riverside Pavilion will be available to the City when not in use by working directly with the President & CEO at the Chamber as the sponsoring host as part of our partnership and there will be no charge.
4. Provide copies of the chamber newsletter to the Mayor, City Council Members, and City Manager.
5. Develop and distribute informational materials for economic development purposes.

Foster continuous communication with the City

1. Provide an opportunity for City officials to speak during at least one (1) chamber program annually.
2. Provide updates to the City on activities in other communities through chamber meetings and activities with other chambers.
3. Provide reports to the City Council quarterly or at Council's request detailing the services provided to the City within the reporting period. Reports should include updates on the objectives and measures included in this agreement.
4. Meet with the City Manager and Council Liaison monthly to maintain lines of communication between the Council and the Chamber.
5. Provide at least two (2) forums annually for the business community to meet with local elected officials.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (C8) Historic Tree Removal – Crystal Lake Business Park 1101 Reed Canal Road

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the removal of four (4) Historic Trees conditioned on thirty-nine (39) 4" caliper x 14' tall replacement shade trees being installed on the subject property as mitigation.

SUMMARY: Environmental Advisory Board Action (8-7-2023): Recommended Approval 4-0 of the request to remove four (4) historic trees and the proposed mitigation of thirty-nine (39) replacement trees.

The applicant, Chad Cowart, representing the property owners Cowart & Sons Development LLC, has submitted a request to remove four of the 19 historic live oak trees on Lot 17 of the Crystal Lake PUD, located on the south side of Reed Canal Road, west of Nova Road, east of Atlantic High School. The applicant plans to develop the subject property with multiple multi-tenant office/warehouse buildings along with site improvements including stormwater retention, landscaping, utilities, parking and access drives, and tree preservation areas. The subject property is 10.7 acres and zoned Crystal Lake Planned Unit Development (PUD), and the office/warehouse use is permitted by the current zoning.



The applicant had a tree survey and arborist report completed last fall after Hurricanes Ian and Nicole to locate and identify all historic trees on the subject property (see Exhibit A). According to the report, there are 19 historic live oak trees scattered throughout the 10.7-acre property. According to the applicant, the project engineer has prepared various site layouts and the current concept plan requires the least number of historic trees having to be removed while still providing 78,040 square feet of office/warehouse building area, parking and access, stormwater infrastructure, and tree preservation areas to meet the requirements of the Land Development Code (see Exhibit A). The applicant intends to set aside buffer areas as well as areas around the proposed stormwater retention areas for tree preservation to ensure the existing specimen and 15 historic trees that remain on the site will be in areas that have enough open area to sustain the trees to be preserved. There are also areas shown on the concept plan that would provide space on the site for new replacement trees within the perimeter buffers and adjacent to the proposed buildings.



The Staff Development Review Committee (SDRC), including the City Forester, has reviewed the tree survey, arborist report, and concept plan for the proposed project, and the four trees proposed to be removed are considered healthy but have signs of decline. Also, there are concerns that, based on the proximity of these 4 trees to the proposed buildings, the trees will eventually become compromised either by natural or construction activities based on current health conditions (i.e. broken limbs, uneven or thinning canopy, etc.). Therefore, the applicant is requesting to remove the four trees.

The applicant is committed to providing thirty-nine (39) 4" caliper x 14' tall replacement shade trees as mitigation for the four (4) Historic Trees proposed for removal, per Resolution No. 20-46.

PRESENTER: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Staff Report Historic Tree Removal	Staff Report Historic Tree Removal.pdf
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2.	Exhibit 1 - Tree Survey and Arborist Report	Exhibit 1 - Tree Survey and Arborist Report.pdf
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Robin Fenwick
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/1/2023
Approved - 8/1/2023
Approved - 8/7/2023
Approved - 8/8/2023
Final Approval - 8/8/2023



EAB AGENDA ITEM

EAB MEETING DATE 8/7/2023
CITY COUNCIL DATE 8/15/2023

SUBJECT: Historic Tree Removal – Crystal Lake Business Park 1101 Reed Canal Road

DEPARTMENT: Community Development

SUMMARY:

The applicant, Chad Cowart representing the property owners Cowart & Sons Development LLC, has submitted a request to remove four of the 19 historic live oak trees on Lot 17 of the Crystal Lake PUD, located on the south side of Reed Canal Road, west of Nova Road, east of Atlantic High School (Figure 1 – Location map). The applicant plans to develop the subject property with multiple multi-tenant office-warehouse buildings along with site improvements including stormwater retention, landscaping, utilities, parking and access drives, and tree preservation areas. The subject property is 10.7 acres and zoned Crystal Lake Planned Unit Development (PUD), and the office/warehouse use is permitted by the current zoning.

Figure 1. Location map



The applicant had a tree survey and arborist report completed last fall after Hurricane Ian and Nicole to locate and identify all historic trees on the subject property. According to the report, there are 19 historic live oak trees scattered throughout the 10.7-acre property. According to the applicant, the project engineer has prepared various site layouts and the current concept plan

requires the least number of historic trees having to be removed while still providing 78,040 square feet of office/warehouse building area, parking and access, stormwater infrastructure, and tree preservation areas to meet the requirements of the Land Development Code (LDC) requirements. The applicant intends to set aside buffer areas as well as areas around the proposed stormwater retention areas for tree preservation to ensure the existing specimen and historic trees to remain on the site will be in areas that have enough open area to sustain the trees to be preserved. There are areas shown on the concept plan that would provide space for new replacement trees including perimeter buffers and areas around the proposed buildings.

The Staff Development Review Committee (SDRC), including the City Forester, has reviewed the tree survey, arborist report, and concept plan for the proposed project, and while the four trees proposed to be removed are considered healthy but have signs of decline and there are concerns that based on these trees proximity to proposed buildings that the four trees will eventually become compromised either by natural or construction activities based on current health conditions (i.e. broken limbs, uneven or thinning canopy, etc.). Therefore, the applicant is requesting to remove the four trees.

Pursuant to LDC Ch. 9, Art. III, Sec. 16.5 (b) (5) the EAB may recommend mitigation for historic tree removal, provided by city staff, based upon the resolution adopted by city council. In the interest of flexibility and fairness, the environmental advisory board (EAB) may allow a party to mitigate the replacement of a historic tree through any combination of replacement trees, and/or contribution to the city's tree bank provided that the combination equals or exceeds the required percentage of the total cross-sectional area of the removed historic tree as established by resolution by city council.

Resolution 20-46 Exhibit A for Healthy Historic Trees on Commercial Properties requires a 15% cross-sectional area replacement. For two 36" diameter trees and two 37" diameter trees this equates to the following mitigation options.

MITIGATION OPTIONS:

1. Provide (39) 4" caliper x 14' high replacement shade trees or
2. Provide \$16,594.00 tree mitigation payment or
3. Provide a combination of replacement trees and a payment to the tree mitigation bank;

The historic tree removal request was approved by the EAB at the August 7, 2023 meeting and the board recommended 39 replacement 4" caliper, 14' tall shade trees be planted on the subject property as mitigation.

Attachment:

1. Exhibit 1 – Conceptual Development Plan, Tree Survey and Arborist Report

Notes:

- Grading and drainage design is conceptual and pending final engineering and water management district permitting. However, the pond design and proposed grade reflect the applicant's intent to preserve the largest specimen and historic trees present on this site.
- The trees shown on this preservation plan were measured and graded in October 2022 (following Tropical Storm Ian) by Don Spence, Ph.D., Board Certified Master Arborist; No. FL-1341BM. Locations were surveyed by Sliger & Associates during the same time period.
- The quantity of trees proposed for removal is minimal and necessary to accommodate the minimum amount of development yield for this property. The site plan proposed is the sixth version of the original plan and was modified as such to avoid removal of Specimen and Historic Trees.
- The Historic Trees proposed for removal are the smallest on this site (36 & 37-inch DBH) and are at the bottom range of classification for Historic Trees by only one inch. The applicant has made significant effort to preserve the largest trees which include 42, 44, 49, and 52-inch Live Oaks.



Chapter 9, Article II, Tree Preservation

LDC Section 15: Minimum tree coverage requirements			
Required:	1 Tree/2500 s.f. lot area =	187 trees	
	10.71 ac. site = 466,528 s.f.		
	(466528 s.f. / 2500 = 187)		
Proposed:	Preserved trees =	113 trees	
	Proposed trees =	75 trees	
	Total trees =	188 trees (meets requirement)	
LDC Section 16: Specimen trees			
No. of (existing) Specimen trees =		60 trees	
No. of (existing) Historic trees =		19 trees	
Total Specimen/Historic trees =		79 trees (7.4 trees per acre)	
Required:	5.1 - 8.0 trees/acre =	40 trees (50% of 79 existing specimen trees)	
Proposed:	Specimen trees preserved =	30 trees	
	Historic trees preserved =	15 trees	
	Total trees preserved =	45 trees (meets requirement)	
Section 17: Area tree protection requirements			
Required:	15% of lot area =	69,979 s.f.	
	(466,258 s.f. x 15% = 69,979)		
Proposed:	Proposed protected area =	69,986 s.f. (meets requirement)	
Section 19: Tree replacement or mitigation			
Section A: Mitigation for All trees 6" or greater from Buffer			
Trees for removal =		11 trees	
Replacement trees =		14 trees (or \$4,751.46 to tree bank)	
Section C: Mitigation for healthy Specimen trees			
Trees for removal =		17 trees	
Replacement trees =		64 trees (or \$21,720.96 to tree bank)	
Section E: Mitigation for healthy Historic trees (15% cross sectional area, Res. 20-46)			
Trees for removal =		4 trees	
Replacement trees =		39 trees (or \$16,953.90 to tree bank)	
Total Replacement Trees =		117 trees (or \$43,426.32 to tree bank)	

Tree Preservation Legend

	PRESERVED HISTORIC TREE (14 qty.)
	PRESERVED SPECIMEN TREE (30 qty.)
	PRESERVED NON-SPECIMEN TREE (69 qty.)
	REMOVED TREE IN BUFFERS (11 qty.)
	REMOVED SPECIMEN TREE (17 healthy, 11 diseased)
	REMOVED HISTORIC TREE (4 healthy)
	TREE DAMAGED BY WINDSTORM (19 qty.)
	OTHER NON-REGULATED TREES OR VEGETATION (SUCH AS PALMS) TO BE REMOVED
	TREE PRESERVATION AREA (69,986 s.f. provided)

General Notes

Proposed Light Industrial Condominiums

A. Office/Warehouse Units
12 Units (55' x 30')

B. Commercial / Industrial Warehouse Units
48 Units (40' x 28')

Project Total

13 Buildings
60 Potential Units

No.	Revision/Issue	Date

Engineer's Seal

Owner
COWART & SONS DEVELOPMENT, LLC
912 BENTWOOD LANE
PORT ORANGE, FL 32127
386-299-8593

Professional Engineer
PARKER MYNCHENBERG & ASSOC.
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32174
PE 32645
386-677-6891

Applicant
COWART & SONS DEVELOPMENT, LLC
912 BENTWOOD LANE
PORT ORANGE, FL 32127
407-434-1633

Project
CRYSTAL LAKE BUSINESS PARK
REED CANAL ROAD
PORT ORANGE, FL 32129
22-0002

Project	CLBP	Sheet
Date	8/2/2023	01
Scale	As Noted	

NATIVE FLORIDA LANDSCAPES

Environmental & Vegetation Consulting
207 County Line Rd. Young Harris, GA 30582
386-235-0404 ✿ donaldjspence@gmail.com

October 25, 2022

Mr. Chad Cowart
Director of Master Planning
Cowart & Sons Development, LLC
Port Orange, FL 32127

Subj: Landscape evaluations

Dear Mr. Cowart,

We completed our tree inventory at the site on Reed Canal Road (Figure 1) on October 20, 2022. Overall, we found 98 trees, with many having storm damage. I have summarized our findings in the Table 1 and provided all our tree data in Table 2. I will email you the tree data in an Excel document and provide you with a pdf that shows each tree's approximate location. We found two trees (Numbers 88 and 94) that were included on the survey but were not specimen trees due to size. The ID tags for these two trees on the survey should be modified with our DBH measurements so they will not appear as specimen trees. I have included the approximate locations of the historic trees Figure 2. Tree No. 25 is a laurel oak (*Quercus laurifolia*) in poor health. The poor health did not seem to be directly related to the past storm event, however, due to its poor health, it could be downgraded to a 'regular protected tree' category. You can work with the City during the permitting process to have the tree downgraded so it will not be counted as a Specimen Tree.

To conduct our inventory, we began at the northeast corner of the property and worked along the eastern boundary, eventually working in a north-south manner that eventually allowed us to navigate to the western property boundary. We used property corners, cement slabs, fence lines, and the wetland line delineation flags to help us find trees and provide their approximate location.

Our tree health assessments were made using the International Society of Arboriculture's Level 2 Basic Assessment protocol. Through this level of assessment, we non-invasively assess a tree's canopy, branches, trunk, and root system to determine if the tree is healthy, in a fair condition, or if it has structural or disease issues that have severely compromised the tree's health.

If you have any questions, feel free to contact me.
Best wishes,



Don Spence, Ph.D.
Board Certified Master Arborist; No. FL-1341BM

Figure 1 – Site Location

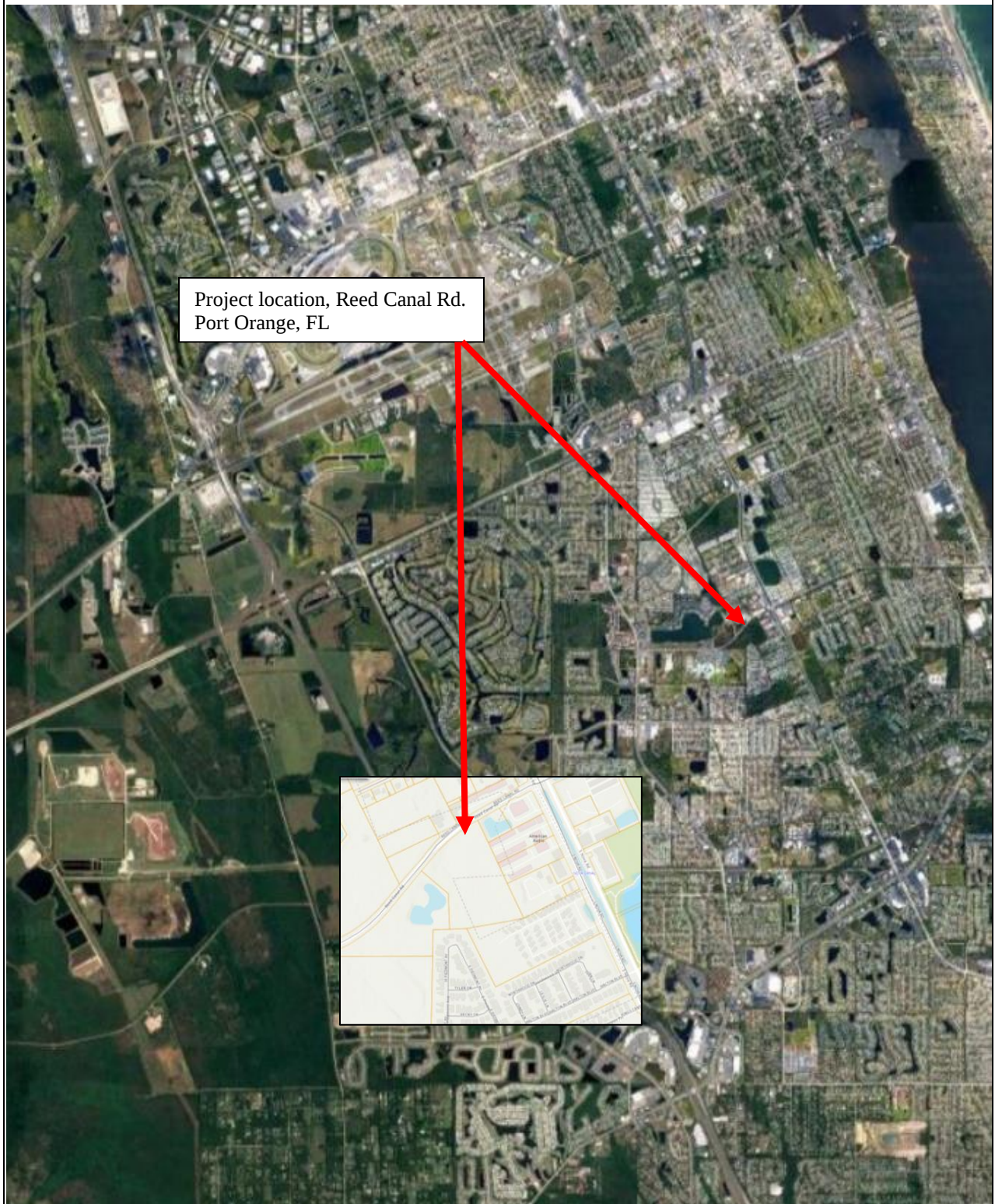


Table 1 – Tree Summary Table

	Qty
Specimen Trees	60
Historic Trees	19
Damaged Specimen and Historic Trees	17
Trees that are not specimen	2
(due to numbering, there is a 53a and a 59a) Total	98

Table 2 – Complete tree list with notes

Tree No	DBH	Designation	Species	Common name	Condition
1	26	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
3	22	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
4	20	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
5	42	Historic	Quercus virginiana	Live oak	Healthy, but storm damaged
7	49	Historic	Quercus virginiana	Live oak	Healthy
8	35	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
9	44	Historic	Quercus virginiana	Live oak	Healthy
12	22	Specimen	Liquidambar styraciflua	Sweetgum	Fair, storm damage
13	20	Specimen	Liquidambar styraciflua	Sweetgum	Fair, storm damage
15	40	Specimen	Quercus laurifolia	Laurel oak	Fair, storm damage
16	21	Specimen	Quercus laurifolia	Laurel oak	Fair, tree in decline
18	35	Specimen	Quercus virginiana	Live oak	Healthy
19	19	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
20	19	Specimen	Ulmus americana	American elm	Healthy
21	34	Specimen	Ulmus americana	American elm	Healthy
22	36	Historic	Quercus virginiana	Live oak	Healthy
25	19	Specimen	Quercus laurifolia	Laurel oak	Poor
26	36	Historic	Quercus virginiana	Live oak	Healthy
27	24	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
28	22	Specimen	Liquidambar styraciflua	Sweetgum	Fair
29	27	Specimen	Quercus laurifolia	Laurel oak	Fair
30	24	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
31	22	Specimen	Ulmus americana	American elm	Healthy
32	27	Specimen	Quercus laurifolia	Laurel oak	Fair
35	35	Specimen	Liquidambar styraciflua	Sweetgum	Healthy

36	36	Specimen	Quercus laurifolia	Laurel oak	Fair, storm damage
37	22	Specimen	Ulmus americana	American elm	Fair, storm damage
38	32	Specimen	Quercus virginiana	Live oak	Healthy
39	32	Specimen	Quercus virginiana	Live oak	Healthy
40	30	Specimen	Quercus laurifolia	Laurel oak	Fair, storm damage
41	22	Specimen	Ulmus americana	American elm	Fair
42	34	Specimen	Liquidambar styraciflua	Sweetgum	Fair
44	39	Historic	Quercus virginiana	Live oak	Healthy
45	36	Specimen	Quercus laurifolia	Laurel oak	Healthy
46	22	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
47	28	Specimen	Liquidambar styraciflua	Sweetgum	Fair
48	52	Historic	Quercus virginiana	Live oak	Fair
49	36	Specimen	Quercus laurifolia	Laurel oak	Fair
50	38	Specimen	Quercus laurifolia	Laurel oak	Fair
51	36	Historic	Quercus virginiana	Live oak	Healthy
52	32	Specimen	Quercus virginiana	Live oak	Healthy
53	21	Specimen	Quercus virginiana	Live oak	Healthy
53a	22	Specimen	Quercus virginiana	Live oak	Healthy
54	32	Specimen	Quercus virginiana	Live oak	Healthy
55	25	Specimen	Quercus virginiana	Live oak	Healthy
56	29	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
57	32	Specimen	Quercus virginiana	Live oak	Healthy
58	32	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
59	22	Specimen	Quercus virginiana	Live oak	Healthy
59a	18	specimen	Quercus virginiana	Live oak	Healthy
60	33	Specimen	Quercus virginiana	Live oak	Healthy
61	21	Specimen	Quercus virginiana	Live oak	Healthy
62	32	Specimen	Quercus virginiana	Live oak	Healthy
63	21	Specimen	Quercus virginiana	Live oak	Healthy
64	27	Specimen	Quercus virginiana	Live oak	Healthy
65	30	Specimen	Quercus laurifolia	Laurel oak	Healthy
67	36	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
68	36	Specimen	Carya glabra	Hickory	Healthy
70	43	Historic	Quercus virginiana	Live oak	Healthy
71	36	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
73	19	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
75	19	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
76	38	Historic	Quercus virginiana	Live oak	Healthy
77	36	Historic	Quercus virginiana	Live oak	Healthy

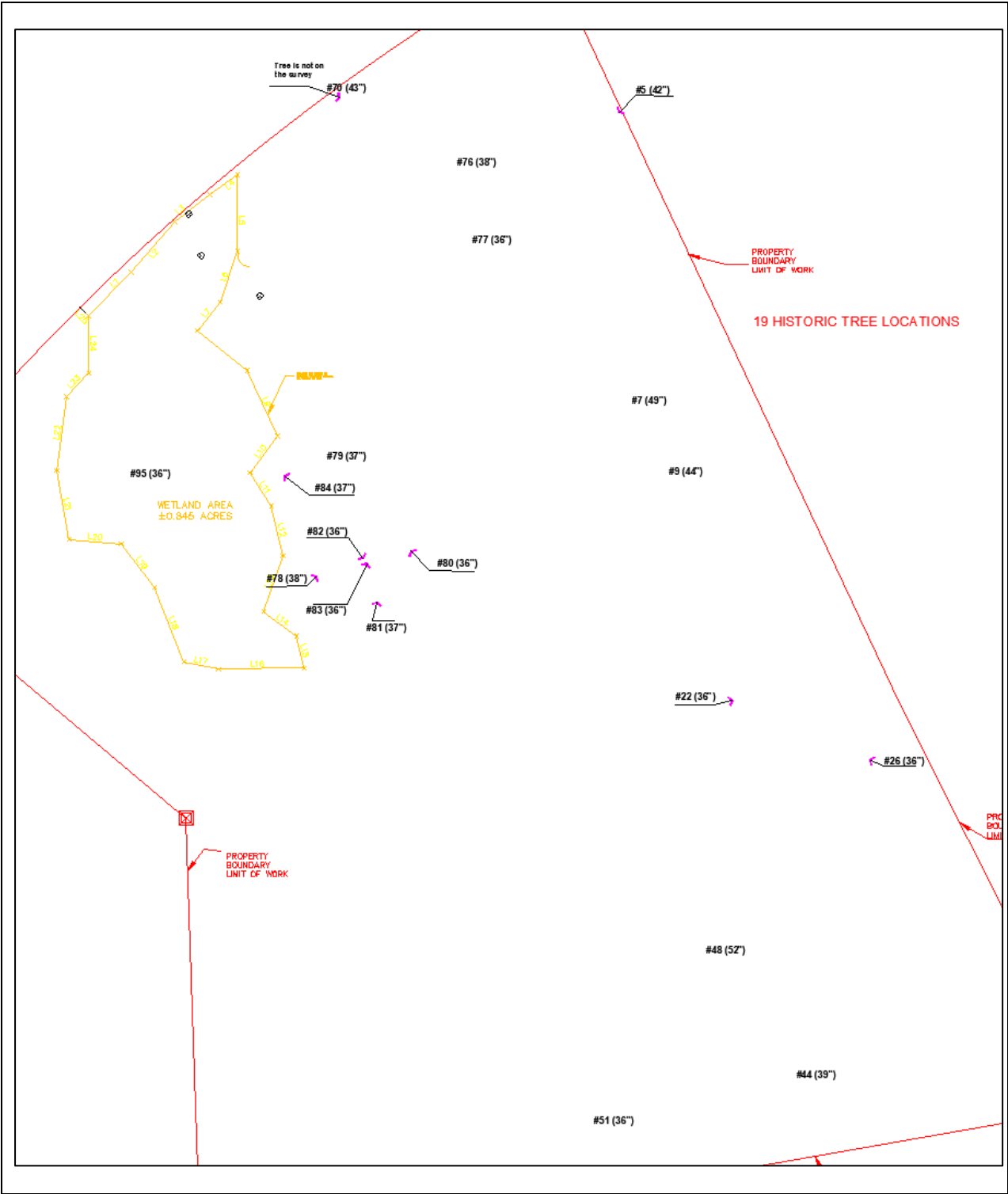
78	38	Historic	Quercus virginiana	Live oak	Healthy
79	37	Historic	Quercus virginiana	Live oak	Healthy
80	36	Historic	Quercus virginiana	Live oak	Healthy
81	37	Historic	Quercus virginiana	Live oak	Healthy
82	36	Historic	Quercus virginiana	Live oak	Healthy
83	36	Historic	Quercus virginiana	Live oak	Healthy
84	37	Historic	Quercus virginiana	Live oak	Healthy
85	18	Specimen	Liquidambar styraciflua	Sweetgum	Healthy
86	21	Specimen	Acer rubrum	Red maple	Fair, storm damage
87	27	Specimen	Liquidambar styraciflua	Sweetgum	Fair
89	26	Specimen	Quercus virginiana	Live oak	Fair
90	21	Specimen	Quercus virginiana	Live oak	Fair
91	21	Specimen	Quercus virginiana	Live oak	Fair
92	27	Specimen	Quercus laurifolia	Laurel oak	Healthy
95	36	Historic	Quercus virginiana	Live oak	Healthy

TREES THAT ARE DAMAGED AND WILL NOT COUNT AGAINST YOUR PROJECT

2	22	Specimen	Carya glabra	Hickory	Storm damaged and blown over
6	24	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over
10	42	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over
11	24	Specimen	Liquidambar styraciflua	Sweetgum	Storm damaged and blown over
14	20	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over
17	30	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over
23	36	Historic	Quercus virginiana	Live oak	Dead, dying, damaged
24	48	Specimen	Liquidambar styraciflua	Sweetgum	Storm damaged and blown over
33	24	Specimen	Liquidambar styraciflua	Sweetgum	Storm damage tree has been blown over
34	36	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and fallen over
43	20	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over

66	unknown		Liquidambar styraciflua	Sweetgum	Storm damaged and blown over
69	24	Specimen	Quercus laurifolia	Laurel oak	Storm damaged and blown over
72	19	Specimen	Liquidambar styraciflua	Sweetgum	Storm damaged and blown over
74	unknown		Liquidambar styraciflua	Sweetgum	Damaged and blown over
93	18	Specimen	Acer rubrum	Red maple	Damaged and blown over
96	27	Specimen	Quercus virginiana	Live oak	Storm damaged and blown over

Figure 2 – Approximate historic tree locations





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (C9) Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation for FY2022

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the FY 2022-23 allocation of funding from the Justice Assistance Grant (JAG) Agency.

SUMMARY: Volusia County is eligible to receive funding from the FY 2022-23 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that were released by the Florida Department of Law Enforcement (FDLE) in August 2023. In order to submit nonprofit agencies' applications for this funding, the County must receive approval from 51% of cities located within Volusia County.

The JAG program focuses on providing funding to several municipalities to improve the criminal justice system through one or more purpose areas. This includes but not limited to programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending the funds be allocated to the non-profit organizations of SMA Healthcare, Inc. and the House Next Door, Inc.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. A letter certifying our city approves of the recommended allocation of funds to SMA Healthcare, Inc. and the House Next Door is required. In previous years, Port Orange provided support for these programs. No financial or other commitments are required from Port Orange.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	JAGC FY2022 51% Letter_Port Orange	JAGC FY2022 51% Letter_Port Orange.pdf
----	---------------------------------------	---

Robin Fenwick
Manuel Marino

Created/Initiated - 8/3/2023
Approved - 8/7/2023

Wayne Clark
Robin Fenwick

Approved - 8/7/2023
Final Approval - 8/7/2023

August 2, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
PO BOX 1489
Tallahassee, FL 32302

Dear Mr. Menacof:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Port Orange approves the distribution of \$147,710 of Federal Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$110,782
County of Volusia	The House Next Door - Success by Design Program	\$36,928
	Total	\$147,710

Sincerely,

Honorable Mayor Donald O. Burnette
City of Port Orange

Date



First Step Shelter

**DECREASING HOMELESSNESS IN
VOLUSIA COUNTY, ONE PERSON
AT A TIME**









Safe Zone holds up to 24



First Step Shelter Inc. Programs

Health and Housing Program

Opened Dec. 16, 2019

Rose Ann Tornatore Safe Zone

Opened Nov. 23, 2020

Eastern Volusia Outreach Team

Began Aug. 6, 2022

Client Demographics

Average age of residents is 50+

Residents are 40% female, 60% male

Approximately 35% of residents are black, 65% white

Approximately 90% have medical/psychiatric conditions

Average length of stay is 61 days

Medical Concerns

> 85% have drug or alcohol addictions

> 65% have diagnosed mental illness including PTSD, schizophrenia, depression, bipolar disorder, and schizoaffective disorder

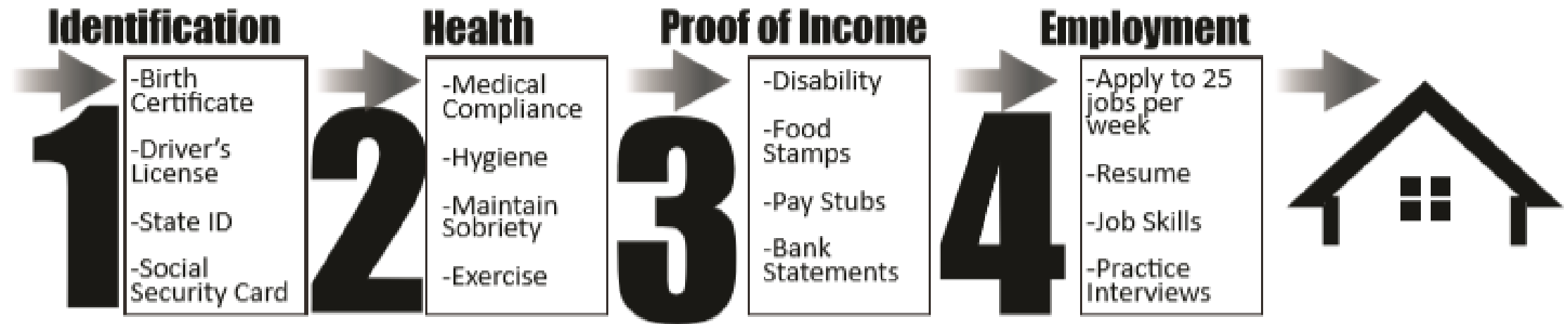
> 90% have medical issues including:

Chronic disorders such as hypertension, seizure disorders, diabetes, and asthma

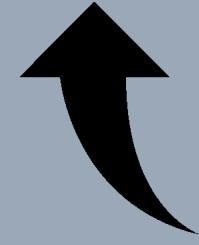
Other medical conditions include HIV, cancer, multiple sclerosis, chronic kidney, liver, and heart conditions.

Health and Housing Program

Path to Housing



Dec. 2019 – July 2023
977 People Sheltered
205,233 Meals Served



504 residents housed (52%) 90% of those housed at least
two years ago are still in housing ★★★★★

351 residents with SSI or SSDI
(36%)

283 residents with jobs (29%)

633 residents w/income (65%)

513 residents received Medicare/
Medicaid/other insurance (53%)

531 residents received food stamps
(54%)

94 received birth certificates (10%)

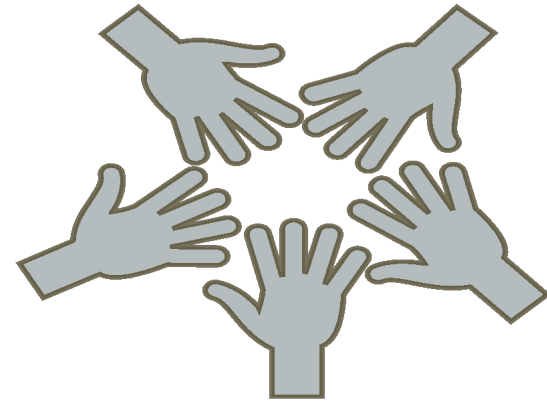
All residents receive access to
medical and mental health services

Other Services Provided

Legal Services	Resume Help/Job Assistance
Computer Training	Immigration Assistance
Alcoholics Anonymous	HIV Screenings/Services
Life Skills Course	Disability Services
In-House Health Unit	Transportation

Community Partners

- Halifax Health and Advent Health
- Department of Public Health
- Alcoholics Anonymous
- Veteran's Association
- Volusia Volunteers in Medicine (medical care)
- Outreach Community Care (mental health)
- Association for the Deaf
- Lions Club (eye care)



Veterans

One out of every 8 residents at First Step Shelter is a veteran.

Half of all our resident veterans have been placed into housing.



Other Programs

Rose Ann Tornatore Safe Zone

3,205 People have spent the night in the Safe Zone

6,410 Meals Served

Eastern Volusia Outreach Team

49 People have entered the Health and Housing Program

Cold Weather Shelter and Hurricane Shelter

Serving More People

Percent Change 2020 through 2022

	2020	2021	2022	Percent Change
# Individuals in the Program	155	240	380	145%
# Individuals with Health Insurance	75	136	199	53%
# Individuals with Income	109	140	227	61 %
# Individuals with Housing	65	101	223	50%

Port Orange Numbers

23 people per year (average) in the Rose Ann
Tornatore Safe Zone

11 total shelter referrals from law enforcement
with 5 so far for first seven months of this year

Approx. 60 additional shelter residents from Port
Orange

THANK YOU

A stylized graphic consisting of two parallel, wavy blue lines that sweep from the left side of the 'THANK' text down towards the right, ending under the 'YOU' text.

For your support of
First Step Shelter
www.firststepshelter.org



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/15/2023

SUBJECT: (H14) Second Reading - Ordinance No. 2023-08 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions)

DEPARTMENT: Finance

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to adopt Ordinance No. 2023-08, amending Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions).

SUMMARY: This ordinance amends the Port Orange Police Pension Ordinance in order to conform the ordinance with past practice associated with definition of the term compensation for purposes of calculating the pension benefit. The Board of Trustees of the Police Pension Fund have requested and approved such an amendment and it is in the best interest of the participants and beneficiaries of the Police Pension Fund. The changes are as follows:

Section 54-122 - Definitions. This amends the definition of “compensation” as it pertains to the Police Pension Fund to codify the original intent of the prior definition and conform to past practice. This amendment does not change the types of payments included or excluded in the definition of “compensation.” Rather, it clarifies the pre-existing manner in which accumulated sick and annual leave is included in the calculation of compensation for employees hired before February 1, 2011 to include annual leave payouts.

Staff have received and reviewed the actuarial impact statement related to this change to the Police Pension Fund. The cost impact shows that there is no cost impact on the current fiscal year. The liability of the plan is not anticipated to be materially affected by this amendment to Plan provisions.

Staff recommends approval of this ordinance.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ord. No. 2023-08 - Police Pension Ord Am. re compensation FINAL	Ord. No. 2023-08 - Police Pension Ord Am. re compensation FINAL.pdf
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2.	20230725 Port Orange Police Impact Statement - Accruals	20230725 Port Orange Police Impact Statement - Accruals.pdf
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Tracee Cody

Created/Initiated - 8/4/2023

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, CLARIFYING THE DEFINITION OF “COMPENSATION” TO CONFORM TO PAST PRACTICE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, Section 54-122 of the City Code contains a definition of “compensation” for purposes of the Pension Fund; and

WHEREAS, the City and police pension board have determined that the definition of compensation needs to be clarified to more accurately reflect the City’s past practice concerning the inclusion of payments for accumulated sick and annual leave; and

WHEREAS, the City, the Coastal Florida Police Benevolent Association (Lieutenants), and the Port Orange Police Association, I.U.P.A. Local 6051 Police Officers and Sergeants), have agreed to the clarification contained herein; and

WHEREAS, the City Council has received and reviewed a statement of “no impact” from the Pension Fund actuary concerning the clarification contained herein; and

WHEREAS, the City Council deems it to be in the public interest to adopt this Ordinance clarifying the definition of “compensation” in the Pension Fund.

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

SECTION 1: Section 54-122, Definitions, of the Port Orange Police

Pension Fund is hereby amended as follows:

Sec. 54-122. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund; amounts withheld for tax-sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:

- (1) The payments are paid according to a formal written policy that applies to all eligible employees equally;
- (2) The payments are paid for as long as the employee continues his or her employment; and
- (3) The payments are paid at least annually.

Compensation for any plan year shall not include: any amounts in excess of the maximum amount specified in section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations; overtime compensation in excess of 300 hours per calendar year; lump sum payments for accumulated sick and annual leave; and extra duty or special detail work performed on behalf of a second party employer.

Notwithstanding the definition of compensation above, compensation for employees hired before February 1, 2011 shall include payments for accumulated sick and annual leave made in accordance with city policy, but lump sum payments for accumulated sick and annual leave at the time of DROP entry or termination of employment shall not exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1,

2011 and March 1, 2012. Hours of leave accumulated after March 1, 2012 may be used to replenish hours of leave used or paid out after that date, but in no event may the total amount of accumulated sick and annual leave included in compensation at the time of DROP entry or termination of employment exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012. Compensation for employees hired after January 31, 2011 shall exclude all payments for accumulated sick and annual leave.

~~Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund; lump-sum payments for accumulated sick and annual leave upon termination of employment, but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012; amounts withheld for tax-sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:~~

- ~~(4) The payments are paid according to a formal written policy that applies to all eligible employees equally;~~
- ~~(5) The payments are paid for as long as the employee continues his or her employment; and~~
- ~~(6) The payments are paid at least annually.~~

~~Compensation shall exclude lump-sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012, except as otherwise provided above.~~

~~Compensation for any plan year shall not include any amounts in excess of the maximum amount specified in section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations. Compensation for any plan year shall not include overtime compensation in excess of 300 hours per calendar year, lump-sum payments for accumulated sick and annual leave upon termination of employment for more than the hours of sick and annual leave accumulated as of March 1, 2011~~

~~plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012; or extra duty or special detail work performed on behalf of a second party employer.~~

~~Notwithstanding the definition of compensation above, compensation for employees hired after January 31, 2011 shall exclude lump sum payments for accumulated sick and annual leave.~~

[...]

SECTION 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

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

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 5. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

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



July 25, 2023

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed Ordinance Regarding Compensation Definition

Dear Karan:

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance which modifies the City of Port Orange (the City) Police Officers' Pension Fund (the Plan).

Summary of Changes

Proposed changes are summarized in the following.

§	Title	Description
54-122	Definitions. Compensation	Definition of Compensation replaced to reflect existing practice of treating annual accrued leave payouts as pensionable.

Actuarial Impact

It is our understanding that the proposed ordinance codifies the existing practice of treating annual accrued leave payouts as pensionable. The October 1, 2022 Actuarial Valuation is being revised to match the existing practice. From that revised valuation, the liability of the Plan is not anticipated to be materially affected by this amendment to Plan provisions.

Required Disclosures

- The purpose of this study is to estimate the value of benefits for the proposed changes. No third-party recipient of this work product should rely upon this work for any purpose other than as stated. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are pension actuaries. Our advice is not intended to be a substitute for qualified legal, tax or accounting counsel.
- Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.
- In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be

- noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.
- We understand that the ASOP 51 disclosures in the actuarial valuation report provide sufficient risk assessment and are not being modified as part of this study.
 - In producing our work product, we rely on various models, internal and external, which were used for their intended purposes. Underlying data, assumptions, methodologies, model inputs and resulting outputs have been reviewed. The 6.95% assumed net return is a prescribed assumption as defined by Actuarial Standard of Practice No. 27 (ASOP 27), as it is set by the Board. While we find all other inputs and outputs to be reasonable, the prescribed assumption significantly conflicts with our judgment regarding what would constitute a reasonable assumption for the purpose of the measurement as discussed in ASOP 27. We continue to recommend lowering the net assumed return.
 - The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.
 - On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with Actuarial Standards of Practice, the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries. We meet the Qualification Standards under the American Academy of Actuaries to render the actuarial opinion contained.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chad M. Little, ASA, EA
Partner, Consulting Actuary