



CITY COUNCIL AND THE EASTPORT BUSINESS
CENTER COMMUNITY REDEVELOPMENT AGENCY
JOINT SPECIAL MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
SEPTEMBER 2, 2025

A. OPENING

1. Roll Call

B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

C. DISCUSSION/ACTION

2. Approval of **Salty Marine Services, Inc., a Florida corporation d/b/a Sea Tow Daytona/Ponce/New Smyrna** Economic Incentive Agreement - Eastport CRA Redevelopment Plan & Land Development Code (LDC) Chapter 20 Targeted Businesses

D. PUBLIC COMMENTS

E. BOARD COMMENTS

F. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER 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 CLERK'S OFFICE.

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/2/2025

SUBJECT: (C2) Approval of **Salty Marine Services, Inc., a Florida corporation d/b/a Sea Tow Daytona/Ponce/New Smyrna** Economic Incentive Agreement - Eastport CRA Redevelopment Plan & Land Development Code (LDC) Chapter 20 Targeted Businesses

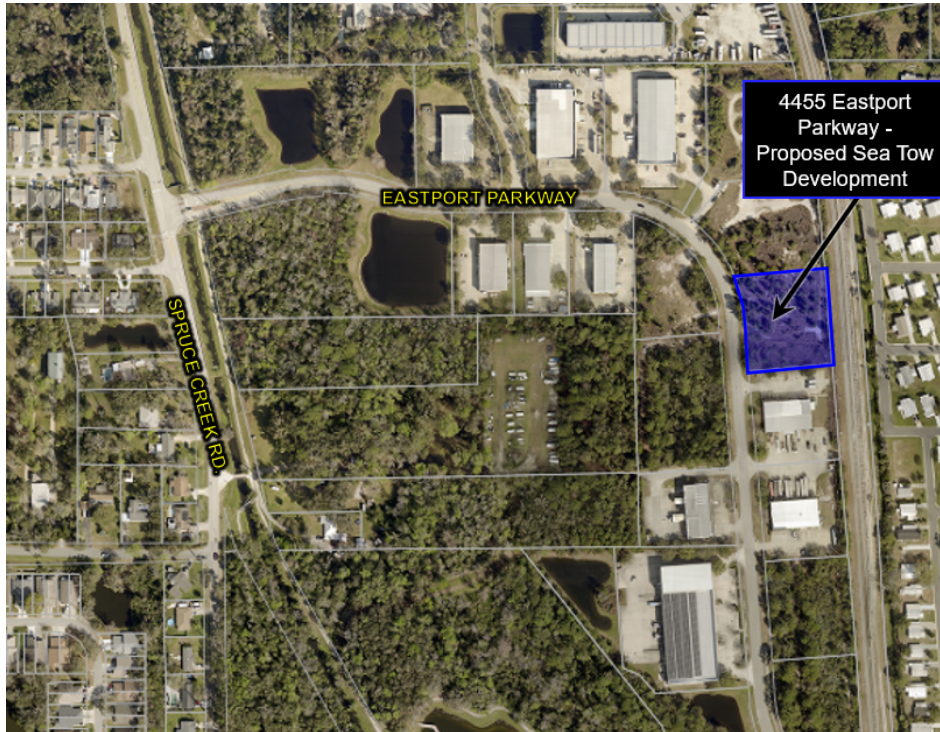
DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Motion for City Council: Move to approve the Economic Incentive Agreement with Salty Marine Services, Inc., a Florida corporation d/b/a Sea Tow Daytona/Ponce/New Smyrna and authorize **the Mayor** and City Clerk to sign said agreement.

Motion for CRA: Move to approve the Economic Incentive Agreement with Salty Marine Services, Inc., a Florida corporation d/b/a Sea Tow Daytona/Ponce/New Smyrna and authorize **the Chair** and Agency Clerk to sign said agreement.

SUMMARY: Salty Marine Services, Inc., a Florida corporation d/b/a Sea Tow Daytona/Ponce/New Smyrna ("Sea Tow") has requested financial assistance from the Eastport Business Center Community Redevelopment Area (CRA) under the Targeted Business Program. The request is for reimbursement of all costs related to the permitting, removal, and relocation of gopher tortoises at 4455 Eastport Parkway within the Eastport Business and Technology Park.



Location Map of 4455 Eastport Parkway in the Eastport Business Center Community Redevelopment Area (CRA)

Sea Tow is currently operating at 4958 S. Peninsula Drive in Ponce Inlet and uses 4431 Eastport Parkway as a storage site. The proposed project at 4555 Eastport Parkway is part of the company's regional expansion plan and will serve as its regional headquarters (office and storage). The new facility will feature a ±10,000-square-foot building with office space for administrative staff, equipment storage, and an enclosed yard for boats and equipment associated with its operations. This yard will also store vessels that have been retrieved and require holding for repair or insurance purposes.

Upon completion, Sea Tow plans to add both administrative and on-water skilled positions. The company provides employee benefits, including health, dental, and 401(k) plans. For the past 13 years, Sea Tow has served coastal Volusia, Flagler, and Brevard Counties, and will expand service to Nassau, Duval, and St. Johns Counties. Its fleet of nine commercial vessels performs boat salvage, recovery, towing, and other on-water services.



Photos of Sea Tow performing boat salvage and recovery, towing

The Eastport CRA Redevelopment Plan allows incentives for businesses locating or expanding within the CRA, as outlined in Chapter 20 of the City's Land Development Code (LDC). The Targeted Business Program is designed to promote new development and redevelopment, reward the creation and retention of value-added jobs, attract targeted businesses, revitalize redevelopment areas, expand the nonresidential tax base, and diversify employment opportunities. Incentives may be extended to retain,

enhance, or relocate targeted businesses within the city.

The applicant seeks an Economic Incentive Agreement (EIA) for reimbursement of up to \$28,000 for gopher tortoise mitigation costs. A Gopher Tortoise Study prepared by Zev Cohen and Associates (July 2025) identified 26 active burrows on the ±1.4-acre site. The estimated cost to permit and relocate the gopher tortoises to the City of Port Orange off-site mitigation area is approximately \$28,000. Under the proposed EIA, the applicant would complete the permitting and relocation process, and the CRA would reimburse the actual cost, not to exceed \$28,000. The funds used to reimburse the actual cost to permit, remove, and relocate the gopher tortoises would be from the CRA's fund balance. The estimated fund balance at the end of FY 2025 is \$933,902, which may be allocated toward any project identified in the current Eastport CRA Plan, including development incentives.

The lot at 4455 Eastport Parkway was purchased in early 2025, and the applicant intended to develop the storage yard as phase 1 and the 10,000 SF headquarters building as a future phase. During initial site design, the significant presence of gopher tortoises was discovered. According to the applicant, the associated permitting and relocation costs were not included in the original development budget, prompting this request for CRA assistance to help offset the unforeseen expense and prepare the lot for development.

Development sites of this size in Port Orange generally do not have such a high concentration of gopher tortoises. However, this site and the adjacent property to the north contained a significantly greater number than other recently developed sites in the area. Before the start of any site development on any site in Port Orange, a survey is required to determine the presence of gopher tortoises.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Sea Tow Chapter 20 Agreement	Sea Tow Chapter 20 Agreement.pdf
2.	ST - Financial Request Letter v2	ST - Financial Request Letter v2.pdf

Tim Burman	Created/Initiated - 07/30/2025
Tim Burman	Approved - 08/14/2025
Linda Truitt	Approved - 08/14/2025
Shannon Balmer	Approved - 08/27/2025
Wayne Clark	Final Approval - 08/27/2025

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2025, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129; **COMMUNITY REDEVELOPMENT AGENCY FOR EASTPORT BUSINESS CENTER**, ("CRA"), whose address is c/o City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129 (collectively "Port Orange"); and **SALTY MARINE SERVICES, INC., A FLORIDA CORPORATION D/B/A SEA TOW DAYTONA/PONCE/NEW SMYRNA**, (the "Grantee"), whose address is 5954 Kendrew Drive, Port Orange, FL 32127, and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied to the City of Port Orange for a grant; and

WHEREAS, Grantee is in the process of expanding its business to a bigger facility to be constructed on Lot 9B of the Eastport Industrial Park, Port Orange, Florida ("Improved Site"); and

WHEREAS, Grantee's Improved Site is located within the Eastport Business Center Community Redevelopment Area; and

WHEREAS, the Eastport Community Redevelopment Agency Redevelopment Plan allows incentives for businesses locating or expanding within the CRA, as outlined in Chapter 20 of the City's Land Development Code ("LDC"); and

WHEREAS, Grantee anticipates construction of a ±10,000 square foot building with office space for administrative staff, equipment storage, and an enclosed yard for boats and equipment associated with its operations at the Improved Site; and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value-added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, the value of construction, the significance of improvement, anticipated tax revenue,

multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, when fully operational, Grantee intends to add administrative positions, along with on-water skilled positions ranging in pay from \$45,000 - \$85,000 annually; and

WHEREAS, the anticipated capital investment for this new facility at the Improved Site is estimated at One Million Seven Hundred Thousand and NO/100 Dollars (\$1,700,000.00) through equipment and construction improvements, increasing the taxable valuation as a result of said property improvements; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the CRA has recently examined the current financial factors relating to the CRA's budget and financial health; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, the CRA has funding available to reimburse the costs associated with the gopher tortoise mitigation an amount not to exceed \$28,000; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: Subject to the terms and conditions contained herein, the City hereby awards Grantee a Targeted Business Program grant in the form of reimbursement of costs incurred with gopher tortoise mitigation for the Improved Site in an amount not to exceed **Twenty-Eight Thousand and NO/100 Dollars (\$28,000.00)**, subject to the

terms of this Agreement. Applicant is required to complete the permitting and relocation process, and the CRA agrees to reimburse the actual costs, not to exceed \$28,000. Said grant shall not exceed a total amount of **Twenty-Eight Thousand and NO/100 Dollars (\$28,000.00)**. **This grant is limited to reimbursement of actual hard costs incurred and demonstrated.**

3. Conditions: Dispersal of the grant shall be made for the gopher tortoise mitigation costs in an amount not to exceed **Twenty-Eight Thousand and NO/100 Dollars (\$28,000.00)**, subject to completion of the permitting and relocation process as required for the Improved Site. The Grantee agrees to provide the City with receipts of the actual costs incurred. **IMPORTANT: This grant shall not be considered a waiver of impact fees, nor shall it be applied to impact fees due and owing by the Grantee.**

4. Expiration: The CRA shall not distribute and is not required to distribute the grant if within 18 months of the date of full execution of this Agreement the Grantee has not completed the requisite gopher tortoise mitigation related to the Improved Site. Port Orange shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires. Port Orange shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: Port Orange reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Grantee does not comply with a public records request, the City shall enforce this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

Grantee: Nicholas Foster, President
SALTY MARINE SERVICES, INC.
D/B/A SEA TOW DAYTONA/PONCE/NEW SMYRNA
5954 Kendrew Drive
Port Orange, FL 32127

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

addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.
11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City, CRA, and Grantee have executed this Agreement on the day and year first above written.

CITY OF PORT ORANGE

By: _____
Scott Stiltner, Mayor

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by Scott Stiltner, Mayor and Robin L. Fenwick, City Clerk. Both for the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

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

**Community Redevelopment Agency
For Eastport Business Center:**

By: _____
Shawn Goepfert, Chairman

Attest: _____
Robin L. Fenwick, Agency Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2025, by Shawn Goepfert, Chairman and Robin L. Fenwick, Agency Clerk, both for the Community Redevelopment Agency for Eastport Business Center, who are personally known to me or who produced _____ as identification.

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

SALTY MARINE SERVICES, INC.
D/B/A SEA TOW DAYTONA/PONCE/NEW SMYRNA

By: _____
NICHOLAS FOSTER, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2025, by Nicholas Foster, President of **Salty Marine Services, Inc., a Florida corporation, d/b/a Sea Tow Daytona/Ponce/New Smyrna**, and who:

[Notary: Please select one]

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

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



Sea Tow Daytona/Ponce/New Smyrna
5954 Kendrew Dr.
Port Orange, FL 32127

P 386.767.1508
F 888.515.0238

seatow.com

July 24, 2025

Tim Burman

Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Financial Assistance Request - Sea Tow Regional Headquarters Expansion

Dear Mr. Burman,

In line with the regulations outlined in the Port Orange Land Development Code, specifically Chapter 20 which pertains to Economic Development Incentives, Nik Foster, President of Salty Marine Services, Inc. d/b/a Sea Tow Daytona/Ponce/New Smyrna and Salty Land Holdings, LLC owner of 4455 Eastport Parkway, Port Orange is requesting financial assistance for a large expansion to be constructed on Lot 9B at the Port Orange Industrial Park.

Specifically, we are requesting financial support for all fees related to the permitting, removal and relocation of gopher turtles from the site.

We are making this request in light of our proposed regional expansion plan and our intentions to make this site home to Sea Tow's regional headquarters. We've been proudly serving coastal Volusia, Flagler and Brevard Counties for the past 13 years and look forward to our expansion into Nassau, Duval and St. John's Counties as well with longer range expansion into Port Canaveral. We operate 24/7/365 and have 9 vessels that include a mix of patrol, environmental spill response and marine salvage platforms. We provide a wide range of services that include on-water assistance towing, ungroundings, battery jumps, marine salvage, wreck removal, demolition, commercial services, spill response and environmental clean-up.

Our plans include construction of a 10,000 square foot facility that will serve as a regional dispatch office, equipment storage and maintenance space. Upon completion, Sea Tow will add both administrative positions along with on-water skilled positions ranging in pay from \$45,000 - \$85,000 annually. Our employees enjoy the advantages of health, dental and 401k benefits.

As someone that's grown-up in the city and watched it's growth over the years, it's my intention to continue to call Port Orange home and expand my business within it. Your consideration for financial assistance is greatly appreciated and, if approved, will be a significant step in moving forward with our project.

Cheers,

A handwritten signature in black ink, appearing to be "Nik Foster", written over a white background.

Nik Foster
President
Salty Marine Services, Inc.
d/b/a Sea Tow Daytona/Ponce/New Smyrna
Salty Land Holdings, LLC