



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 19, 2026

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Invocation by Reverend Stacy Chandler - Port Orange Presbyterian Church
2. Pledge of Allegiance led by Volusia Young Marines
3. Roll Call
4. Elected Officials Roundtable Subcommittee's Stormwater Mitigation Report by Daytona Beach Shores Mayor Nancy Miller & Volusia County Councilman Jake Johansson
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
 - a. Regular City Council Meeting - August 4, 2026
7. Bid Awards and Contract Items
 - a. Amendment and Approval of Renewal No. 1 of the Annual Service Agreement with Southeast Volusia Humane Society
 - b. Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement effective October 1, 2026
8. Resolution No. 26-40 - Declaring Council Members for District 1, 2, and 4
9. Resolution No. 26-41 - Approval of Grant Subcontract in the amount of \$17,806.48 from University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

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

D. COMMENTS AND ADDITIONAL ITEMS

10. Council Members

11. City Attorney

12. City Manager

a. Riverwalk Update

b. Stormwater Projects Update

c. Parks and Recreation Bond Projects Update

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Citizen Advisory Committee for TPO

F. PUBLIC HEARING

14. Second Reading - Ordinance No. 2026-7 - Amending Chapter 82, Article II - Waterways of the Code of Ordinances

15. Second Reading - Ordinance No. 2026-12 - Amendment to Chapter 2, Sections 2-118, 2-119, and 2-121 of the Code of Ordinances for the Environmental Advisory Board Membership, Appointments, Terms, and Rules of Procedure

G. COUNCIL COMMITTEE REPORTS

16. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

c. Police Pension - Councilman Lance Green

H. 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.

Regular City Council Meeting

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 4, 2026

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

OPENING

Silent Invocation

Pledge of Allegiance led by the Atlantic High School's ROTC

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Presentation - Senator Tom Wright and Representative Chase Tramont

Senator Tom Wright provided a presentation highlighting ongoing projects aimed at wastewater infrastructure. As part of his presentation, Senator Wright presented the City with a ceremonial check for \$1,982,500 to support both the Charles Street Wastewater Lift Station Rehabilitation and the Portona Drainage Project. Council members expressed their gratitude to Senator Wright for his continued support and dedicated service to the community.

House Representative Chase Tramont congratulated the City on securing the funding received and provided a legislative update to include property taxes and explained that there was a ruling today to strike down the summary language and the title of Amendment No. 3 for the upcoming ballot in November. The amendment has not been ruled invalid and will continue to move forward, but the summary and title need to be rewritten to more of a neutral standing.

5. Public Comments on Consent Agenda Items Only

Robert Reinhausen, resident, expressed his concerns on item No. 8 on the consent agenda for the CDBG 5-year consolidated plan.

CONSENT AGENDA

6. Approval of Minutes

a. Regular City Council Meeting - July 21, 2026

7. Bid Awards and Contract Items

a. Approval of Amendment No. 2 to the AIA Agreement (CA8464) with Wharton-Smith, Inc. for the Public Utilities Field Operations Project

b. Request to Waive Formal Bidding for Vertical Turbine Pumps at the Water & Wastewater Treatment Facilities

8. Resolution No. 26-39 - Approval of the HUD CDBG 5-Year Consolidated Plan to include the Plan Year 2026 Annual Action Plan

9. Designation of Voting Delegate for Florida League of Cities Conference being held August 13-15, 2026

Motion to approve the Consent Agenda as presented was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

RECOGNITION AND PROCLAMATIONS

10. Water Professionals Month

Mayor Scott Stiltner read the proclamation and presented it to Steve Parnell, Public Utilities Director.

Mr. Parnell expressed his gratitude for the Public Utilities employees and their hard work.

City Council recessed at 6:49 p.m. to hold the Port Orange Town Center CRA and Eastport Business Center CRA meetings, minutes of which are under separate cover.

EASTPORT BUSINESS CENTER CRA REGULAR MEETING

TOWN CENTER CRA REGULAR MEETING

Council reconvened at 6:53 p.m. to hold the regular City Council meeting.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Michelle Utto, resident, expressed her concerns about the Covid-19 vaccination and the complications she has been dealing with since her vaccination. She asked the City to help get her concerns to the Florida Legislature.

Lee, resident, expressed his concerns about flock cameras.

COMMENTS AND ADDITIONAL ITEMS

11. Council Members

Councilman Lance Green advised that Billy Joe Potts, a retired City employee, master electrician, and pioneer of Cracker Creek, has passed away.

Vice Mayor Tracy Grubbs highlighted the Dunlawton boat ramp project, noting that the project is nearing completion. He also referenced an article in the City Manager's latest Weekly update regarding an Eagle Scout project that involved the installation of bat houses on City property. Vice Mayor Tracy Grubbs proposed that the City consider identifying opportunities for future Eagle Scout projects, noting that the City's 26 parks could potentially benefit from the installation of bat houses.

Mayor Scott Stiltner also highlighted the completion of the boat ramp project and advised that the City is unable to extend the docks to provide additional boat staging areas, as the submerged property is privately owned. Mayor Stiltner also recognized projects occurring outside of the City's jurisdiction, including the repaving of County roads. He further advised that traffic signal timing falls under the jurisdiction of Volusia County Traffic Engineering and noted that any concerns regarding these matters are promptly referred to the appropriate agency.

12. City Attorney

There was nothing further.

13. City Manager

- a. Riverwalk Update
- b. Stormwater Projects Update
- c. Parks and Recreation Bond Projects Update

Wayne Clark, City Manager, provided an update on the above projects to include the Portona Drainage Project, White Place Park, Willow Run, and REC West.

SPECIAL REPORTS

14. ArtHaus Annual Presentation 2026

Cameron Vintson, ArtHaus Executive Director, thanked the Board of Directors and Council Members for their continued support. Ms. Vintson provided the 2026 annual presentation and presented two proposals to City Council. The first proposal is for a wing trail around City Center, and the other is for the 30th Annual Arthaus Street Painting Festival. Ms. Vintson stated that without the Family Days event taking place this year, ArtHaus would still like to hold the ArtHaus Street Painting Festival portion of the event.

Council members expressed their appreciation for the Arthaus foundation, what they do for the kids and for the community and advised the two proposals will need to go through staff prior to becoming a Council item for discussion.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Environmental Advisory Board Appointments (3)

Motion to re-appoint Glen Smith, Kristine Cunningham, and John Macaluso to the Environmental Advisory Board was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by voice vote.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2026-11 - Fire Pension Update

Matt Jones, City Attorney, read Ordinance No. 2026-11.

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, AMENDING SECTION 54-77, DEFINITIONS, AMENDING THE DEFINITION OF SALARY TO INCLUDE CERTAIN OVERTIME HOURS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-11 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Jonathan Foley. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

Mr. Jones read Ordinance No. 2026-8.

ORDINANCE NO. 2026-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 17 ZONING DISTRICT REGULATIONS, RELATING TO UPDATING THE PC-A ZONING DISTRICT REGULATIONS IN RESPONSE TO CHANGING MARKET DEMANDS, BY REVISING THE LOCATIONS OF WHERE CERTAIN USES ARE ALLOWED WITHIN THE PC-A DISTRICT WHILE KEEPING CONSISTENT WITH THE CURRENT PLANNED COMMUNITY-WESTSIDE FUTURE LAND-USE DESIGNATION;

RELATING TO MINOR REVISIONS FOR CLARITY IN DEVELOPMENT STANDARDS, REMOVING REDUNDANCIES TO IMPROVE CONSISTENCY IN THE APPLICATION OF THE CODE, PROVIDING EFFICIENCIES IN THE DEVELOPMENT REVIEW PROCESS, ALL IN SUPPORT OF FUTURE DEVELOPMENT WITHIN THE PC A DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-8 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Mark Watts, attorney with Cobb and Cole for the applicant, advised the updates requested by Council were completed and recapped the item.

Jessica Gow, attorney with Cobb and Cole for the applicant, provided clarification on the zoning.

Councilman Lance Green expressed his concerns about the density in that area. Mr. Watts and Ms. Gow provided further clarification.

Mayor Scott Stiltner clarified Council's concerns regarding density.

Councilman Shawn Goepfert asked Tim Burman, Community Development Director, for clarification on zoning in the area, which he provided.

Councilman Jonathan Foley expressed his view on the item and stated the arrangement being presented makes sense.

Vice Mayor Tracy Grubbs stated while the City needs to watch the density in relation to zoning, the arrangement being presented makes more sense, business wise.

Council Members further discussed density and the zoning proposal.

Kristine Cunningham, resident, expressed her views on this item, stating affordable homes are needed in the area.

Motion carried 3-2 by roll call vote with Councilman Lance Green and Mayor Scott Stiltner voting no.

REGULAR AGENDA

18. First Reading - Ordinance No. 2026-7 - Amending Chapter 82, Article II - Waterways of the Code of Ordinances

ORDINANCE NO. 2026-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING AND REPLACING CHAPTER 82, ARTICLE II, OF THE CITY OF PORT ORANGE CODE OF ORDINANCES, RELATED TO THE USE, OPERATION, AND MOORING OF WATERCRAFT IN CITY WATERWAYS; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATION OF THE ANCHORAGE OF VESSELS, LIVE-ABOARD VESSELS, FLOATING STRUCTURES, AND COMMERCIAL VESSELS, INCLUDING EXCEPTIONS THERETO; PROVIDING FOR PROCEDURES FOR THE REMOVAL OF VESSELS AND IMPOUNDMENT ALONG WITH THE COLLECTION OF COSTS ASSOCIATED THEREWITH; PROHIBITING LIVE-ABOARD VESSELS, FLOATING STRUCTURES, AND COMMERCIAL VESSELS IN CERTAIN AREAS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-7
was made by Councilman Shawn
Goepfert and Seconded by Vice Mayor
Tracy Grubbs.

Jared Trent, Assistant City Attorney, introduced the item, provided details, and answered Council Members' questions.

Council Members' recognized the need for this ordinance and expressed their appreciation to staff for getting it underway.

Motion carried unanimously by roll call
vote.

19. First Reading — Ordinance No. 2026-12 - Amendment to Chapter 2, Sections 2-118, 2-119, and 2-121 of the Code of Ordinances for the Environmental Advisory Board Membership, Appointments, Terms, and Rules of Procedure

Mr. Jones read Ordinance No. 2026-12.

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, SECTION 2-118, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF MEMBERS ON THE ENVIRONMENTAL ADVISORY

BOARD; AMENDING SECTION 2-119, CODE OF ORDINANCES, TO PROVIDE FOR UPDATED APPOINTMENT TERMS; AMENDING SECTION 2-121, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF BOARD MEMBERS NECESSARY TO FORM A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-12 was made by Councilman Tracy Grubbs and Seconded by Vice Mayor Tracy Grubbs.

Mr. Clark, introduced the item, provided details, and answered Council Members' questions.

Jarod Kramer, resident, proposed a purple heart monument in the City Center Park at his expense.

Mayor Scott Stiltner advised Mr. Kramer to get with the City Clerk's office to get on the agenda to bring this item to Council for discussion.

Lisa Curly, resident, expressed interest in serving on a City board. Mayor Scott Stiltner directed her to the City Clerk's Office to apply for a board position.

Motion carried unanimously by roll call vote.

ADJOURNMENT - 8:16 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/19/2026

SUBJECT: (B7a) Amendment and Approval of Renewal No. 1 of the Annual Service Agreement with Southeast Volusia Humane Society

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Amendment and Renewal of the Animal Services Contract with Southeast Volusia Humane Society and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City entered into a one-year agreement with Southeast Volusia Humane Society (SEVHS) on September 2, 2025, following Halifax Humane Society's decision to discontinue accepting stray, quarantined, and confiscated animals effective April 1, 2027. Since that time, SEVHS has provided the City's required animal sheltering services, including stray animal intake, quarantine and confiscated animal intake, and dangerous dog holding.

While SEVHS has limited capacity to provide feline Trap, Neuter and Return (TNR) services because it relies on Volusia County Animal Services for those services, it remains the only provider currently able to meet the City's core animal sheltering needs. To supplement TNR services, Staff is processing a separate agreement with Halifax Humane Society to provide additional TNR services.

This amendment updates the fee schedule to reflect SEVHS's current operating costs, including increases for animal impoundment (from \$150 to \$200 per animal), quarantined animal services (from \$390 to \$450 per animal and from \$39 to \$45 per day), and TNR services (from \$58 to \$75 per cat). The agreement will remain a one-year term, as SEVHS has requested that the contract not include an automatic renewal provision.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	SEVHS Animal Services Contract Renewal No.1	SEVHS Animal Services Contract Renewal No.1.pdf
2.	Human Trafficking Affidavit	Human Trafficking Affidavit.pdf

Eric Fisher	Created/Initiated - 07/27/2026
Manuel Marino	Approved - 07/27/2026
Sue Wang	Approved - 07/27/2026
Matthew Jones	Approved - 07/28/2026
Wayne Clark	Final Approval - 08/06/2026

AGREEMENT FOR SERVICES
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC
AND THE CITY OF PORT ORANGE

THIS AGREEMENT is hereby entered into by and between the **Southeast Volusia Humane Society, Inc.**, a Florida nonprofit corporation, with its principal address as 1200 South Glencoe Road, New Smyrna Beach, Florida 32168 ("**Humane Society**") and the City of Port Orange, a municipal corporation with its primary address at 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as the "CITY").

WHEREAS, to enforce the ordinances of the CITY and the laws of the State of Florida with respect to stray animals, the CITY desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed humanely; and

WHEREAS, the Humane Society and the CITY desire to enter into an agreement to establish terms and conditions under which the Shelter will accept animals from the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the ____ day of September, 2026 and will remain in full force and effect for an initial twelve (12) month period ending on midnight.
2. **ANIMAL SHELTER:**
 - (a) The Humane Society will maintain and operate an animal shelter in a manner adequate for the confinement, remedial treatment and, if necessary, disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter's staff and Board of Directors. Animals requiring immediate medical attention during non-business hours will be taken by CITY to the nearest emergency vet clinic.

- (b) The Humane Society will provide means to accept stray dogs and other stray or seized domesticated animals delivered to the Shelter by the CITY's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the CITY for this purpose. The Humane Society will provide Return to Field (RTF) for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of Humane Society. The Humane Society will require all people who drop off or report injured or stray animals to the Shelter during the Shelters normal operating hours to give their names, phone number, and current home and post office addresses and identify the place where the animals involved were located or picked up.
- (c) If the CITY delivers an animal to the Shelter for impoundment and discovers such animal bears information indicating ownership of the animal, the CITY shall take reasonable steps to identify the owner of the animal and contact the said owner prior to delivering the animals to the Humane Society. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such an animal has been impounded for a period of ten (10) days and the Volusia Health Department, through its authorized representatives, has expressly approved any such release.
- (d) When a stray domestic animal is delivered to Humane Society and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the CITY's expense for a period not to exceed three (3) calendar days. If the owner has not retrieved the animal within the designated holding period the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the CITY, Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the CITY. The CITY representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal

iii. Each dog, cat, domesticated animal, injured animal or deceased animal picked up at the request of the CITY by the Humane Society within CITY's jurisdictional limits.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the CITY agrees to pay the following applicable fee(s) per animal to the Humane Society monthly, in arrears:

Dog or cat (if not eligible for RTF/TNR)	
Impoundment	\$200
Other domesticated animals	\$200
Livestock animal	\$200
Wild animal (euth)	\$70
Deceased on arrival (disposal)	\$32
Quarantined animal (e.g., Rabies)	\$450, \$45 per day period determined by FL Statute
Confiscated animal	\$150 for 1 st day plus \$45 for each additional day
Fees for RTF/TNR	
Includes ear tipping, FVRCP, rabies	\$75
Anesthesia Fee (no surgery performed)	\$75
Euthanasia (vet determined)	\$75
Forensic assistance upon request	\$30 per hour

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act. If the CITY has a dispute about a charge on its invoice, it must contact the Humane Society's Billing Department within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City, with its monthly invoice, a list of all pick up locations of stray animals charged to the CITY account for all animals that were not impounded by CITY representative, the names and addresses and if available, phone numbers of all persons claiming any stray animals that are

Control Officer (ACO) or another CITY representative. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the CITY. Fees for this service are listed under 3(b) RTF/TNR cats. The CITY will only be responsible for services or procedures that are requested and included in this agreement. RTF/TNR Program requires the following:

- i. All regular sterilizations are the same price for neuters and spays (males and females). Every surgery includes complimentary ear tipping, FVRCP and rabies vaccines and anesthesia. Ear tipping must be completed according to animal welfare recommendations by removing 3/8 inches from the top of the ear. All cats being returned to the CITY from the Humane Society will have their ear tipped as described above.
- ii. No procedures other than those listed in this document will be paid for by the CITY. The CITY will only reimburse for procedures that have been documented and provided to the CITY. The Humane Society must provide the following information to receive reimbursement for each cat:
Visit Date, Billing date, Animal name, Name of CITY Rep authorizing service, animal outcome
- iii. The Humane Society will send all invoices to the CITY monthly.
- iv. The Humane Society will only release RTF cats to the CITY ACO unless the CITY provides permission for a 3rd party release in writing from the agency's authority.

3. BILLING & PAYMENT

(a) The Humane Society shall bill the CITY pursuant to Paragraph 3(b) as applicable, for:

- i. Each dog, cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal or quarantined/confiscated animal delivered to the Shelter by either the CITY designated personnel, Police or Animal Control Officers.
- ii. Each stray dog, cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within City the jurisdictional limits of the CITY and delivered to the Shelter by a private citizen who has provided their full name and contact information. Owner surrendered animals will only be accepted via CITY with approval from Southeast Volusia Humane Society. Owner requested surrenders in the field should be referred to Southeast Volusia Humane Society directly; and

exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the CITY's animal control authority to determine whether a dog is dangerous and to submit to Humane Society the necessary paperwork as required by the applicable states. If quarantine is necessary, a dog quarantined pursuant to Florida Statutes may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the CITY'S animal control authority deems to be dangerous for a maximum of ten (10) business days. The CITY shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period the CITY may request that euthanasia be performed by the Humane Society when it is the CITY'S belief that the dog poses a threat to public safety. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City's decision to submit the animal under the Dangerous Dog Law except the cap on the amount and liability of the CITY for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises.
7. **CONFISCATED ANIMALS – OWNER IS IN CUSTODY/DECEASED/HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the CITY. The CITY will pay the applicable charges for such service ("confiscated animal") pursuant to Section 3(b) of this Agreement. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the City's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the City for indemnification or damages under this contract regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises. The CITY agrees to provide next of kin, emergency contact or any other guardian information to Southeast within 3 business days of impoundment. Failure to do so by the CITY will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.
8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the CITY because of an owner eviction will be held by the Humane Society for 5 business

dropped off at the Shelter during normal operating hours, and if known, the names and addresses and if available phone numbers of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) The Humane Society will make a good faith effort to collect the costs incurred for the care of any animal that is served by the Humane Society and later reclaimed by the animal's owner. Collections received by the Humane Society by an animal owner shall be credited against the fees charged to the CITY. The animal's owner is financially responsible for any services rendered to the animal by the Humane Society and the Humane Society will seek full payment for said services prior to releasing the animal. The Humane Society may release an animal to its owner without payment in the event the animal's owner completes a financial affidavit indicating that the owner qualifies as indigent. (Copy of affidavit to be used is attached as Exhibit "A")

- 4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animals which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period and will allow the Volusia Impounding agency Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.
- 5. **CONFISCATED ANIMALS- 828.073, F.S.:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied. The CITY shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to 828.073, Fla. Stat. Upon request, a copy of the petition must be submitted by the seizing agent to the Humane Society within ten (10) business days of the request. Failure to comply with this will result in a "confiscated" animal being deemed "stray" animal, at which point care of the animal will be charged to the CITY at the default "stray" rates provided in Section 3(b) of this Agreement. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the CITY decision to submit the animal as a stray except that the cap on the amount and liability of the CITY for indemnification or damages under this contract regardless of the number or nature of claims in tort, equity, or contract shall not

Policies 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. 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.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate \$2,000,000.00/ Each Occurrence \$1,000,000.00
Automobile Liability:	\$100,000.00
Umbrella Liability:	\$1,000,000.00

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency 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 Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

12. SOVEREIGN IMMUNITY: The CITY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with 768.28, Florida Statutes. Notwithstanding anything set forth in any section the Agreement to the contrary, nothing in the Agreement 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, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party of the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the CITY is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

days. The CITY agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of animals confiscated. The CITY's representative will provide proof of such notice, an agency report or photograph of the notice on the dwelling with address or writ of possession displayed, if not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the CITY.

As the CITY, if the CITY chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the CITY may submit the animal to the Humane Society as a "stray" in which case the animal will be held for three (3) days prior to disposition. The CITY agrees to indemnify the Humane Society for any and all claims that may arise as a result of the CITY's decision to submit the animal as a "stray", except that the cap on the amount and liability of the CITY for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount expended by the CITY for Humane Society services in the contract year in which the claim arises. The CITY shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the CITY fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the CITY. If the Humane Society exercises this option, it will provide the CITY with thirty (30) days written notice of its decision to terminate the Agreement. The CITY will remain responsible for payment for all services rendered by Humane Society prior to and during the thirty (30) day notice period. Upon the expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City.
10. **WAIVER OF BREACH:** The waiver by the Humane Society or the CITY of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.
11. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the City with a certificate of insurance endorsing the City as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the City.

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5535, Email for City: cityclerk@port-orange.org by mail, City Clerk, Attn: Public Records Custodian, 1000 City Center Circle, Port Orange, FL 32129.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the City, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the City to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in the possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) Requests to inspect or copy public records relating to the City's contract for services must be made directly to the City. If contractor receives any such request, contractor shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the contractor of such request, and the contractor must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the impounding agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the CITY. Humane Society shall indemnify, defend, and hold the CITY harmless for and against any and all claims, damage awards, and cases of action arising from the Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including but not limited to any third party claims or awards for attorney's fees costs arising therefrom. Humane Society authorizes City to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

14. E-VERIFY: Humane Society shall utilize the US Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Humane Society during the term of this Agreement and shall expressly require any subcontractors performing services pursuant to this Agreement to likewise utilize the US Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

15. MEDIATION: Any dispute arising from this Agreement including but not limited to disputes over fees for services will be mediated prior to a lawsuit being file. Mediation will occur within 60 days of written requests by either party to mediate unless agreed otherwise. The written request must be delivered in accordance with the provisions of paragraph below, of this agreement. The cost of the mediator's fee will be borne equally by the parties.

16. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under part VII, chapter 218, Florida Statutes, in which case the court shall award court costs and reasonable attorneys' fees, including fees incurred through appeal, to the prevailing party.

17. GOVERNING LAW AND VENUE: The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all

suits arising out of or otherwise attributable to this agreement will lie exclusively in the courts of Volusia County, Florida unless the matter at issue is solely cognizable in Federal Court in which case venue shall be the Middle District of Florida, Orlando Division.

18. **SEVERABILITY:** If any provision of this agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

19. **ENTIRE AGREEMENT:** This agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants agreements or representations concerning all matters directly or indirectly.

20. **AMENDMENTS:** This agreement cannot be amended or modified except by writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

21. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Chief of Police with respect to the CITY and to the attention of the Board of Directors with respect to the Humane Society.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Humane Society and the City have executed this Agreement for Services between Southeast Volusia Humane Society, Inc. and the City of Port Orange, effective on the date and year as set forth above.

SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.

By: Melissa Marsico
Name: Melissa Marsico
Title: President
Date: 7/29/2026

CITY OF PORT ORANGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: Denise Ferreira
Name: Denise Ferreira
Title: Secretary
Date: 7/29/26

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

Volusia County
FLORIDA

**COUNTY OF VOLUSIA
ANIMAL SERVICES
RETURN TO CUSTODY**

DECLARATION OF NO OR LOW INCOME

This form should be completed by an adult household member if the household is claiming no or low income within the last 30 days.

Last Name	First Name	Phone Number
Address	City	Zip

IA. I hereby certify that I do not individually receive income from any of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.)
- Income from operation of a business
- Rental income from real or personal property
- Interest or dividends from assets
- Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits
- Unemployment or disability payments
- Public assistance payments (AFCD, 551, TANF)
- Alimony, child support, or gifts received from persons not living in my household
- Sales from self-employed resources (Avon, Mary Kay, etc.)
- Any other source not named above

OR

18. I hereby certify that I am low-income, as defined by Florida law, as a family or individual earning 80% or less of the area median income (\$63,075)

2. D I have resources to pay for the daily care of the animal being returned to my custody.

D I need access to resources to supplement my source of funds to adequately care for the animal being returned to my custody.

By my signature below, I certify and acknowledge the following:

- That the forgoing is true, complete, and correct.
- Inquiries may be made to verify statements and a request for documentation to verify low or no-income status maybe requested by Volusia County Animal Services.
- That false statements or omissions are grounds for an at large citation if the animal was impounded and the fees not paid upon return to the owner.

Signature

Date

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Melissa Marsico. I am over the age of Twenty-one years old. I am the Board President of Southeast Volusia Humane Society, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: 07/29, 2026

Signed:

Print Name:

Title:

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [] online notarization on the 29th day of July, 2026 by Melissa Marsico as President on behalf of Southeast Humane Society who is personally known to me or who has produced FLDL as identification.

(Notary Seal)



Sarah Evans

Notary Public, State of Florida

Printed name, commission and expiration of commission term



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/19/2026

SUBJECT: (B7b) Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement effective October 1, 2026

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Port Orange/South Daytona Chamber of Commerce Services Agreement effective October 1, 2026 and authorize Mayor and City Clerk to execute said 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, 2026.

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.

The draft contract is attached to this item and is for a one-year period beginning on October 1, 2026, and ending on September 30, 2027, at the same amount of \$20,000. However, as per the draft contract, this agreement can be terminated by either party with a 30-day written notice.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	2026-2029 POSD Chamber Service Agreement	2026-2029 POSD Chamber Service Agreement.pdf
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Robin Fenwick
Robin Fenwick
Sue Wang
Matthew Jones

Created/Initiated - 07/29/2026
Approved - 07/31/2026
Approved - 08/06/2026
Approved - 08/06/2026

CHAMBER SERVICES AGREEMENT

This Agreement is made this ____ day of August, 2026 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, 2026 and ending on September 30, 2029.

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 (2026, 2027, and 2028).

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: _____
Scott Stiltner, Mayor

By: _____
Donald Burnette, President & CEO

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

And: _____
Kelly Moore, Chairman of the Board

Date: _____

Date: _____

ATTACHMENT A SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and include 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 8/19/2026

SUBJECT: (B8) Resolution No. 26-40 - Declaring Council Members for District 1, 2, and 4

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve Resolution No. 26-40.

SUMMARY: On May 5, 2026, Council adopted Resolution No. 26-22 calling a primary and regular election for the purpose of electing a City Council member for Districts 1, 2, and 4 and providing a qualifying period beginning on Monday, June 8, 2026 at 12:00 p.m. (noon) and ending on Friday, June 12, 2026 at 12:00 p.m. (noon).

In the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the primary or regular city election ballot. Each unopposed candidate shall be deemed to have voted for himself/herself.

One person qualified for each of the three (3) open positions and shall be deemed to have voted for himself/herself and will not appear on the ballot. They are as follows:

District 1 - Stanley "Stan" Schmidt
District 2 - Tracy Grubbs
District 4 - Lance Green

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Resolution No. 26-22	Resolution No. 26-22.pdf
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Amanda Bonin	Created/Initiated - 07/29/2026
Robin Fenwick	New -
Matthew Jones	-
Wayne Clark	-

RESOLUTION NO. 26-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
DECLARING THE COUNCIL MEMBERS ELECTED IN
DISTRICTS 1, 2, AND 4; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, a primary and general election for the City Council Districts 1, 2, and 4 was called by the Port Orange City Council to be held in the City of Port Orange, Volusia County, Florida, with the primary election to be held on August 18, 2026, and a regular election to be held on November 3, 2026, pursuant to the provisions of the City Charter, as amended;

WHEREAS, the qualifying period for the election was established and began Monday, June 8, 2026 at 12:00 p.m. (noon) and ended Friday, June 12, 2026 at 12:00 p.m. (noon);

WHEREAS, said qualifying period was duly and properly held in accordance with City Resolution No. 26-22, the Charter of the City of Port Orange, and applicable state law; and

WHEREAS, in the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the ballot, and each unopposed candidate shall be deemed to have voted for himself/herself.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official qualifying requirements have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The duly qualified candidates for each district are as follows:

DISTRICT 1 - Stanley "Stan" Schmidt

DISTRICT 2 - Tracy Grubbs

DISTRICT 4 - Lance Green

Section 2. The City Council hereby declares the council members as follows:

DISTRICT 1

Stanley "Stan" Schmidt (unopposed)

DISTRICT 2

Tracy Grubbs (unopposed)

DISTRICT 4

Lance Green (unopposed)

Section 3. The election process is found to have been in all respects conducted in accordance with law.

Section 4. This resolution shall be deemed effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of August, 2026.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/19/2026

SUBJECT: (B9) Resolution No. 26-41 - Approval of Grant Subcontract in the amount of \$17,806.48 from University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 26-41.

SUMMARY: The University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation (FDOT) grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project. The subcontract between IPTM and the City in the amount of \$17,806.48 encompasses a project that will utilize law enforcement staff to reinforce safe pedestrian, bicyclist, and driver behavior in priority counties. The goal of the effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high-visibility education and enforcement details. This reimbursement contract will cover project expenses, including overtime hours for sworn law enforcement officers.

The grant aims to develop and implement effective community-level high-visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists. The goal is to mitigate crashes by increasing awareness of the laws and compliance with traffic laws that protect the safety of pedestrians and bicyclists by providing high-visibility education and enforcement of all road users (pedestrians, bicyclists, and motorists) to change behaviors and improve safety. The Police Department will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact.

The Police Department will use the funds to provide additional high-visibility patrols to focus on pedestrian, bicycle, and crosswalk safety violations through education and enforcement. Personnel assigned to this initiative will be paid overtime and will not affect minimum patrol staffing levels. Staff participating in this program will receive the required training.

The pre-approved locations for this High Visibility education and enforcement are:

-
- Dunlawton Avenue, from Village Trail to Nova Road
 - Taylor Road/Dunlawton Avenue, from Summer Trees Road to Clyde Morris Boulevard
 - Ridgewood Avenue, from Niver Street to Katherine Street
 - Nova Road, from Willow Trail Run to Tree Garden Drive
 - Clyde Morris Boulevard, from Madeline Avenue to Reed Canal Road
 - Clyde Morris Boulevard, from Kingswood Way to Ravenwood Drive
 - Nova Road, from Samms Avenue to Gordon Street
 - Ridgewood Avenue, from Fox Place to Herbert Street

This will be a part of the Fiscal Year 2026-2027 budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 26-41 w exhibit	Resolution No. 26-41 w exhibit.pdf
2.	2026 Pedestrian and Bicycle Safety HVE Program Agreement	2026 Pedestrian and Bicycle Safety HVE Program Agreement.pdf

Manuel Marino	Created/Initiated - 07/27/2026
Manuel Marino	Approved - 07/27/2026
Sue Wang	Approved - 07/30/2026
Nikki Smith	Approved - 07/30/2026
Sue Wang	Approved - 08/06/2026
Matthew Jones	Approved - 08/06/2026
Wayne Clark	Final Approval - 08/06/2026

RESOLUTION NO. 26-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SUBCONTRACT FROM THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC., D/B/A INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, FOR FLORIDA'S BICYCLE PEDESTRIAN FOCUSED INITIATIVE: COMMUNICATION AND HIGH VISIBILITY AND ENFORCEMENT PROJECT GRANT IN THE AMOUNT OF \$17,806.48; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation (FDOT) grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project; and

WHEREAS, the University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) approved a grant amount of \$17,806.48 for the Port Orange Police Department; and

WHEREAS, Florida Department of Transportation approved the subcontract agreement with the City of Port Orange in the amount of \$17,806.48, attached hereto as **Exhibit "A"** and made a part hereof by reference ("Subcontract"); and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible project expenditures; and

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

Section 1. The City Council of the City of Port Orange hereby approves the Subcontract with the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM), and thereby accepts the grant funding in the amount of \$17,806.48.

Section 2. The Mayor and City Clerk are hereby authorized to sign any and all necessary documents to implement the provisions of this Resolution.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2026

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3P01

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Port Orange in the amount of \$17,806.48. Under the contract, Port Orange Police Department will conduct overtime high visibility education and enforcement operations through May 7, 2027.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over a faint, larger purple outline of the same signature.

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Port Orange ("Agency") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Agency shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 7, 2027.

Total contract amount will not exceed \$17,806.48

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3P01. All services must be completed by May 7, 2027. The final invoice must be received by June 4, 2027 or payment will be forfeited.

It is expressly understood that the Agency is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Agency shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the Agency shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Agency is a subdivision, as defined in Section 768.28, Florida Statutes, and Agency agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Agency while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Agency of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Agency is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Agency in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

**SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2024, 3,098 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (678) and more than 6% were bicyclists (209).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Agency for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Agency but are subject to availability. IPTM reserves the right to review and audit the Agency's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Agency will be unable to properly utilize the full funding amount as outlined herein.

IV. AGENCY SERVICES AND RESPONSIBILITIES:

Agency will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Agency will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Agency's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Agency shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Agency must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Agency's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Agency will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Agency will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Agency shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.

☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Agency performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Agency will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2025.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Agency may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Agency is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Agency shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Agency free of charge for this purpose.
- Agency may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- | | |
|-------------------|--|
| Intense: | Enforcement activities are over and above what normally takes place. |
| Frequent: | Enforcement occurs often enough to create general deterrence. |
| Visible: | A majority of the public sees or hears about the enforcement. |
| Strategic: | Enforcement targets high-risk locations during high-risk times. |

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Agency must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Agency must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Agency for an amount up to the total costs incurred for the overtime worked; therefore, Agency must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Agency to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Agency shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Agency, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Agency invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Agency payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Agency does not comply with the contract requirements, the University shall notify the Agency of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Agency may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Agency will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Agency may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Agency has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Agency's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Agency, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2027.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Agency is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

**FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.
☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$17,806.48

EXHIBIT "C"

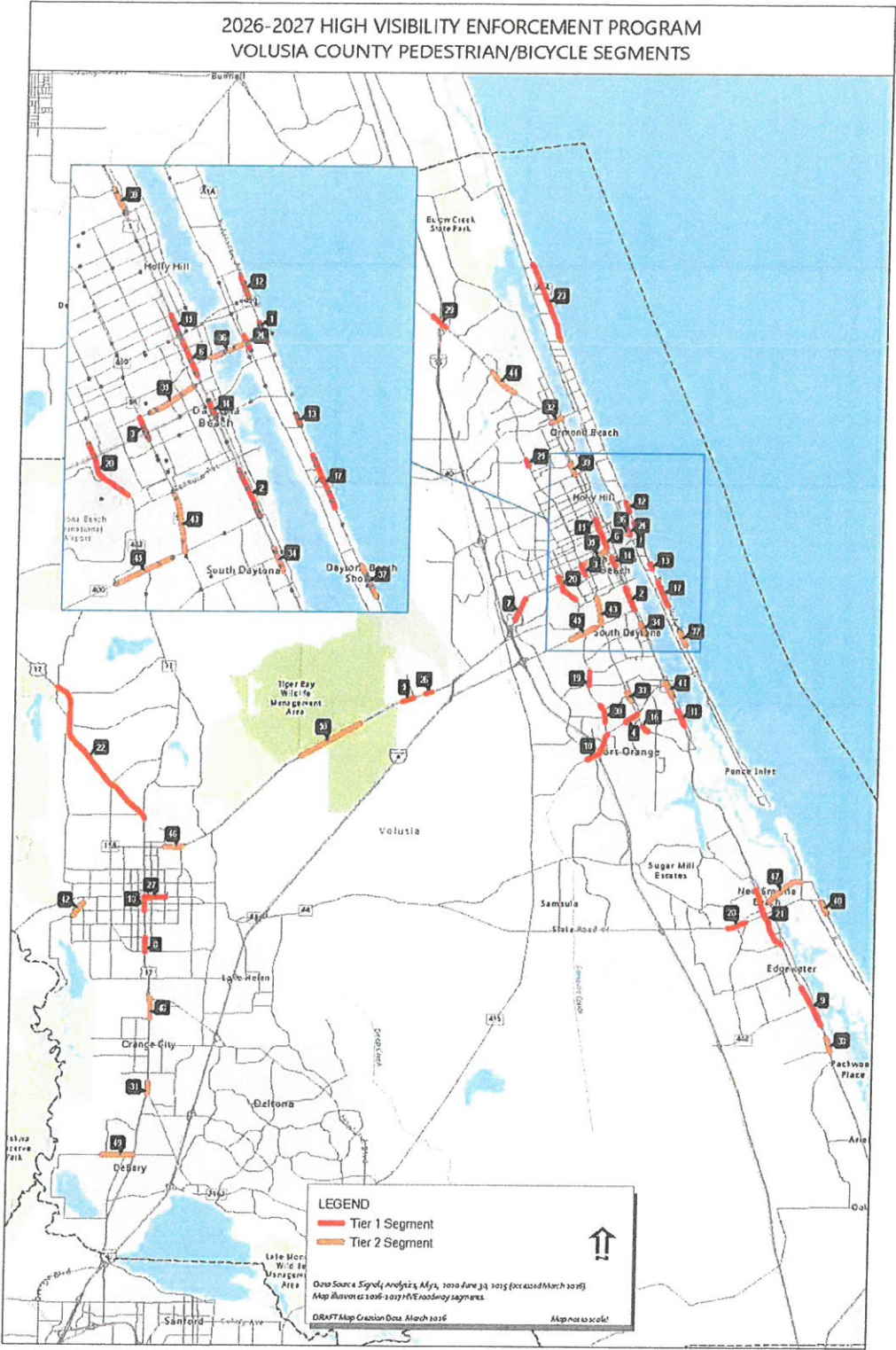
**Locations for Port Orange Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign**

VOLUSIA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
4	DUNLAWTON AVENUE	VILLAGE TRAIL	NOVA ROAD	0.53	1	900	2200	Monday, Wednesday, Thursday, and Sunday
10	DUNLAWTON AVENUE	SUMMER TREES ROAD	CLYDE MORRIS BOULEVARD	1.29	1	600	2300	Monday, Tuesday, Wednesday, Thursday, Friday, and Sunday
11	RIDGEWOOD AVENUE	NIVER STREET	KATHERINE STREET	0.62	1	1300	2000	Monday, Tuesday, Wednesday, and Saturday
16	NOVA ROAD	WILLOW TRAIL RUN	TREE GARDEN DRIVE	0.29	1	800	1200	Monday, Tuesday, Wednesday, and Thursday
19	CLYDE MORRIS BOULEVARD	MADELINE AVENUE	REED CANAL ROAD	0.50	1	600	1400	Monday and Tuesday
30	CR 483	KINGSWOOD WAY	RAVENWOOD DRIVE	0.67	1	700	1700	Monday, Tuesday, and Wednesday
33	NOVA ROAD	SAMMS AVENUE	GORDON STREET	0.38	2	800	1700	Monday, Tuesday, and Wednesday
41	RIDGEWOOD AVENUE	FOX PLACE	HERBERT STREET	0.59	2	1300	2100	Tuesday, Wednesday, and Friday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date

Cameron Pucci, Director

Date

AGENCY ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Agency.

Agency Name: City of Port Orange

Address: 4545 South Clyde Morris Blvd, Port Orange, FL 32129

Agency's Authorized Agent Signature

Date

Printed Name

Title

DocuSigned by:

Chris Craig

B07DF1DA5B7C4F51

FDOT APPROVAL

07/15/2026 | 1:28 PM EDT

Date

Exhibit "D"

FY2026 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract #G3P01. A final invoice must be received by June 4, 2027 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA and/or FHWA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, NHTSA, or FHWA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA and/or FHWA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

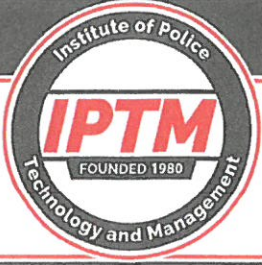
Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2026

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3P01

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Port Orange in the amount of \$17,806.48. Under the contract, Port Orange Police Department will conduct overtime high visibility education and enforcement operations through May 7, 2027.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over the "Sincerely," text.

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Port Orange ("Agency") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Agency shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 7, 2027.

Total contract amount will not exceed \$17,806.48

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3P01. All services must be completed by May 7, 2027. The final invoice must be received by June 4, 2027 or payment will be forfeited.

It is expressly understood that the Agency is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Agency shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the Agency shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Agency is a subdivision, as defined in Section 768.28, Florida Statutes, and Agency agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Agency while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Agency of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Agency is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Agency in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

**SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN**

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2024, 3,098 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (678) and more than 6% were bicyclists (209).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Agency for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Agency but are subject to availability. IPTM reserves the right to review and audit the Agency's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Agency will be unable to properly utilize the full funding amount as outlined herein.

IV. AGENCY SERVICES AND RESPONSIBILITIES:

Agency will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Agency will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Agency's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Agency shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Agency must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Agency's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Agency will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Agency will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Agency shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.

☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Agency performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Agency will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2025.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Agency may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Agency is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Agency shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Agency free of charge for this purpose.
- Agency may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- | | |
|-------------------|--|
| Intense: | Enforcement activities are over and above what normally takes place. |
| Frequent: | Enforcement occurs often enough to create general deterrence. |
| Visible: | A majority of the public sees or hears about the enforcement. |
| Strategic: | Enforcement targets high-risk locations during high-risk times. |

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Agency must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Agency must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Agency for an amount up to the total costs incurred for the overtime worked; therefore, Agency must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Agency to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Agency shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Agency, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Agency invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Agency payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Agency does not comply with the contract requirements, the University shall notify the Agency of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Agency may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Agency will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Agency may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Agency has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Agency's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Agency, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2027.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Agency is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.
☐ Only Tier 2 locations shall be worked from contract execution through May 7, 2027.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: \$17,806.48

EXHIBIT "C"

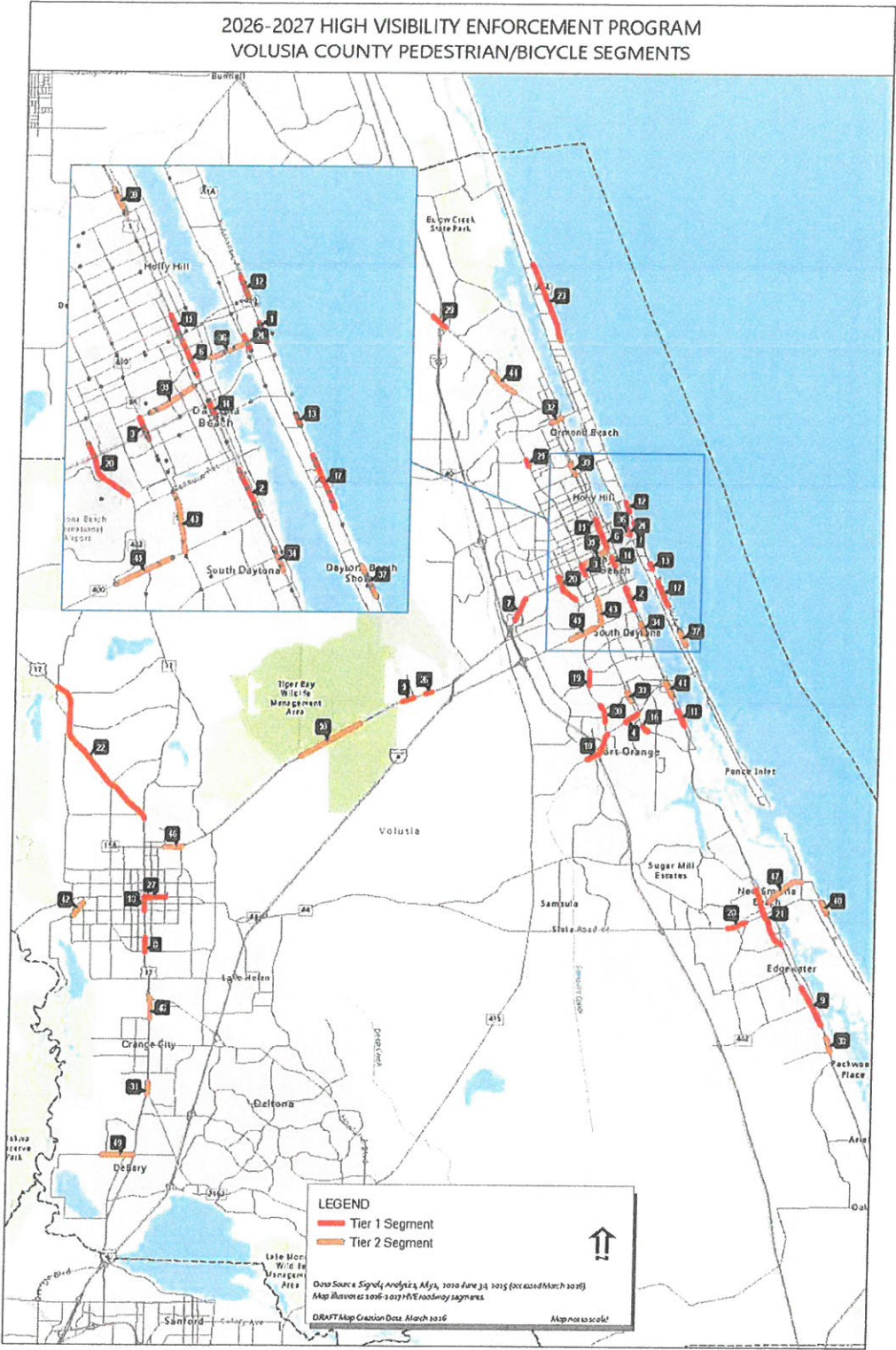
Locations for Port Orange Police Department Florida's Pedestrian and Bicycle Focused Initiative High Visibility Enforcement Campaign

VOLUSIA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
4	DUNLAWTON AVENUE	VILLAGE TRAIL	NOVA ROAD	0.53	1	900	2200	Monday, Wednesday, Thursday, and Sunday
10	DUNLAWTON AVENUE	SUMMER TREES ROAD	CLYDE MORRIS BOULEVARD	1.29	1	600	2300	Monday, Tuesday, Wednesday, Thursday, Friday, and Sunday
11	RIDGEWOOD AVENUE	NIVER STREET	KATHERINE STREET	0.62	1	1300	2000	Monday, Tuesday, Wednesday, and Saturday
16	NOVA ROAD	WILLOW TRAIL RUN	TREE GARDEN DRIVE	0.29	1	800	1200	Monday, Tuesday, Wednesday, and Thursday
19	CLYDE MORRIS BOULEVARD	MADELINE AVENUE	REED CANAL ROAD	0.50	1	600	1400	Monday and Tuesday
30	CR 483	KINGSWOOD WAY	RAVENWOOD DRIVE	0.67	1	700	1700	Monday, Tuesday, and Wednesday
33	NOVA ROAD	SAMMS AVENUE	GORDON STREET	0.38	2	800	1700	Monday, Tuesday, and Wednesday
41	RIDGEWOOD AVENUE	FOX PLACE	HERBERT STREET	0.59	2	1300	2100	Tuesday, Wednesday, and Friday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date

Cameron Pucci, Director

Date

AGENCY ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Agency.

Agency Name: City of Port Orange

Address: 4545 South Clyde Morris Blvd, Port Orange, FL 32129

Agency's Authorized Agent Signature

Date

Printed Name

Title

DocuSigned by:

Chris Craig

B07DF1DA5B7C4F51

FDOT APPROVAL

07/15/2026 | 1:28 PM EDT

Date

Exhibit "D"

FY2026 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract #G3P01. A final invoice must be received by June 4, 2027 or payment will be forfeited.
- ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA and/or FHWA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.
- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, NHTSA, or FHWA
 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA and/or FHWA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/19/2026

SUBJECT: (F14) Second Reading - Ordinance No. 2026-7 - Amending Chapter 82, Article II - Waterways of the Code of Ordinances

DEPARTMENT: Police Services

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Motion to approve Ordinance No. 2026-7.

SUMMARY: In 1981, the City established Chapter 82, Article II regarding the use, operation and mooring of watercraft within the City of Port Orange. In 1998, the City adopted Ordinance No. 1998-11 establishing Sections 82-44 through 82-45 of the Code of Ordinances providing for the mooring of vessels in waters of the city, and the impoundment of vessels.

Recently, the Florida legislature adopted Senate Bill 164, and House Bill 481, enacting new regulations regarding anchoring and mooring prohibitions. The proposed amendment to the Code of Ordinances reflects the recent changes adopted by the Florida legislature. The proposed Ordinance expands on the process for impounding vessels, the establishment for impoundment hearings, and provides parameters for the use of City-owned docks and boat ramps, including limitations on the duration of time in which individuals may dock. Additionally, the proposed Ordinance also details specific provisions for live-aboard vessels and commercial vessels, including a maximum period of time in which they may anchor or moor in city waters. Overall, the changes in the proposed Ordinance are intended to bring the City's code up to date with the current statutory provisions, and provide mechanisms for addressing vessels moored or anchored in city waters in violation of City Code.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Ord. No. 2026-7 - Waterway Ord Am. - FINAL 7.23.26	Ord. No. 2026-7 - Waterway Ord Am. - FINAL 7.23.26.docx
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Amanda Bonin

Created/Initiated - 07/29/2026

ORDINANCE NO. 2026-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING AND REPLACING CHAPTER 82, ARTICLE II, OF THE CITY OF PORT ORANGE CODE OF ORDINANCES, RELATED TO THE USE, OPERATION, AND MOORING OF WATERCRAFT IN CITY WATERWAYS; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATION OF THE ANCHORAGE OF VESSELS, LIVE-ABOARD VESSELS, FLOATING STRUCTURES, AND COMMERCIAL VESSELS, INCLUDING EXCEPTIONS THERETO; PROVIDING FOR PROCEDURES FOR THE REMOVAL OF VESSELS AND IMPOUNDMENT ALONG WITH THE COLLECTION OF COSTS ASSOCIATED THEREWITH; PROHIBITING LIVE-ABOARD VESSELS, FLOATING STRUCTURES, AND COMMERCIAL VESSELS IN CERTAIN AREAS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida (the "City"), is the governing body in and for the City of Port Orange; and

WHEREAS, the City Council is authorized pursuant to Chapter 166, Florida Statutes, to enact ordinances necessary to the exercise of its powers; and

WHEREAS, the City Council wishes to provide for the protection, care and control of the waters within the City limits for the health, safety, and well-being of the citizens; and

WHEREAS, the City Council has determined that it is appropriate to revise and update the regulations applicable to vessels within the jurisdictional limits of the City waters that are abandoned, at-risk, hazardous, or a nuisance, providing for their towing,

removal, immobilization and storage, and collection of the costs associated with those regulations, within the limits of the city waters of the City of Port Orange; and

WHEREAS, it is within the authority of the City of Port Orange to provide safe waters free of nuisances for the navigation of boaters, privacy of residents and to protect the environment; the Council finds, therefore, it is appropriate and in the best interest of the public health, safety and welfare of the City of Port Orange to amend and replace the provisions as set forth herein.

WHEREAS, to the extent not preempted by federal or state law, municipalities retain authority under Florida's Home Rule powers to regulate floating structures within their jurisdiction.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby repeals Article II, Section 82-31 through Section 82-45 of the Code of Ordinances in its entirety.

SECTION 2. Chapter 82 Article II of the Code of Ordinances, City of Port Orange, Florida, is hereby replaced to read as follows:

Sec. 82-31. Definitions.

For purposes of sections 82-31 through 82-36, the following words and phrases shall have the meanings respectively ascribed to them:

Abandoned property means all tangible personal property that does not have an identifiable owner and that has been disposed on public property in a wrecked, inoperative, or partially dismantled condition or has no apparent intrinsic value to the rightful owner. The term includes derelict vessels as defined in F.S. § 823.11 and vessels declared a public nuisance pursuant to F.S. § 327.73(1)(aa).

Commercial fishing vessel means a vessel primarily engaged in the taking or landing of saltwater fish or saltwater products or freshwater fish or freshwater products, or a vessel licensed pursuant to F.S. § 379.361 from which commercial quantities of

saltwater products are harvested, from within and without the waters of this state for sale to the consumer or to a retail or wholesale dealer.

Commercial vessel means a vessel used as a place of business or a professional or other commercial enterprise.

Derelict vessel means any vessel as defined by F.S. § 327.02, that is:

- (a) In a wrecked, junked, or substantially dismantled condition upon any navigable waters within the city;
- (b) At any port or mooring facility in this city without the consent of the agency having jurisdiction thereof; or
- (c) Docked, grounded at, or beached upon the property of another without the consent of the owner of the property.

Floating structure means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water, but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel". Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure.

Impoundment means the release of a vessel from its mooring and towing of the vessel to a storage facility.

Live-aboard vessel means:

- (a) A vessel used solely as a residence and not for navigation;
- (b) A vessel for which a declaration of domicile has been filed pursuant to F.S. § 222.17; or
- (c) A vessel used as a residence that does not have an effective means of propulsion for safe navigation.

A commercial fishing vessel is expressly excluded from the term "live-aboard vessel."

Lost property means all tangible personal property which does not have an identifiable owner and which has been mislaid on public property, upon a public conveyance, on premises used at the time for business purposes, or in parks, places of amusement, public recreation areas, or other places open to the public in a substantially operable, functioning condition or which has an apparent intrinsic value to the rightful owner.

Mooring means the anchoring, tying or securing of any vessel to prevent or restrict its movement.

Mooring field means an area designated by the city, county, or state for the mooring of vessels, using installed mooring buoys and providing for access to approved pump-out facilities.

Storage facility means the location where towed vessels are stored.

Vessel means every description of watercraft, barge or boat capable of being used as a means of transportation on water.

Waters of the city or city waters means any navigable waters lying within the territorial limits of the city, excluding ponds or lakes unconnected to the Halifax River by navigable waters.

Sec. 82-32. – Mooring of vessels in waters of the city.

(a) Live-aboard vessels, floating structures, and commercial vessels, excluding commercial fishing vessels, are prohibited from mooring or anchoring in all city waters for more than thirty (30) consecutive days in any six (6) month period.

(b) Derelict vessels, abandoned property, or vessels declared a public nuisance pursuant to F.S. § 327.73(1)(aa) are prohibited from mooring or anchoring in city waters, except that such vessels may moor at licensed marine facilities for the purpose of repair.

(c) The owner or operator of a vessel or floating structure may not anchor, moor, tie, or otherwise affix or allow the vessel or floating structure to remain anchored, moored, tied, or otherwise affixed to an unpermitted, unauthorized, or otherwise unlawful object that is on or affixed to the bottom of the waters of this state. This subsection does not apply to a private mooring owned by the owner of privately owned submerged lands.

(d) No person shall anchor or moor a vessel or floating structure such that the nearest approach is:

- (1) Within 150 feet of any public or private marina, boat ramp, boatyard, or other public vessel launching or loading facility; or
- (2) Within 300 feet outward from the marked boundary of a public mooring field.

However, this subsection shall not apply to:

- (1) A vessel owned or operated by a governmental entity;
- (2) A construction or dredging vessel on an active job site;
- (3) A commercial fishing vessel actively engaged in commercial fishing;
- (4) A vessel actively engaged in recreational fishing if the persons onboard are actively tending hook and line fishing gear or nets; or
- (5) Any vessel responding to a good faith emergency, provided that the notice requirements set forth below are followed, such as:
 - a. The failure of a vessel to operate, or injury or illness suffered by the vessel's operator;
 - b. A vessel that suffers a mechanical failure that poses an unreasonable risk of harm to the vessel or the persons onboard such vessel. The owner or operator of the vessel may anchor or moor for 5 business days or until the vessel is repaired, whichever occurs first; or
 - c. Imminent or existing weather conditions in the vicinity of the vessel pose an unreasonable risk of harm to the vessel or the

persons onboard such vessel. The owner or operator of the vessel may anchor or moor until weather conditions no longer pose such risk. During a hurricane or tropical storm, weather conditions are deemed to no longer pose an unreasonable risk of harm when the hurricane or tropical storm warning affecting the area has expired.

(e) *Emergencies.* In the event of a good faith emergency as provided for in subsection (5) above, the owner or occupant of the vessel shall immediately contact the Port Orange Police Department and provide the following information; 1) The name of the caller; 2) The name of the vessel's registered owner; 3) A description of the vessel; 4) The location of the vessel; 5) The vessel's registration number; 6) The nature of the emergency; and 7) The amount of time required to remedy the situation. Compliance with this section is required within twenty-four (24) hours after the occurrence of the emergency.

(f) No vessel may anchor or moor within city waters that is not lawfully registered with a state authority and displaying registration numbers, hailing port and vessel registration decals required by that state. Notwithstanding the foregoing, United States Coast Guard ("USCG") documented vessels are not required to display registration numbers, but must have hailing port markings and vessel registration decals required by their home port state.

(g) No vessel may anchor or moor within city waters for any amount of time without following 33 C.F.R. Sec 82.30 USCG lighting requirements for vessels at anchor or marine sanitation requirements of F.S. § 327.53, as may be amended or superseded.

(h) No live-aboard vessel within city waters may affix any line to any property abutting city waters unless engaged in the exercise of rights of navigation or secured at a dock or marina with permission.

(i) All live-aboard vessels, floating structures, and commercial vessels anchored or moored within city waters must be removed or evacuated from city waters

within four (4) hours of an emergency declaration issued by the Governor of this state, the Volusia County Council, or the city council due to inclement weather.

(j) A commercial vessel may only anchor or moor within city waters for the purpose of conducting business and must hold a valid city license as required by Ch. 18 of this Code.

Sec. 82-33. - Enforcement, notice, and penalties.

(a) *Enforcement.* When applicable, violations of this section shall be enforced by the Port Orange Police Department and any law enforcement agency having jurisdiction including those agencies having jurisdiction by way of mutual aid agreement. Additional or supplemental means of enforcing this section may be used by the city, and nothing contained herein shall prohibit the city from seeking alternative enforcement mechanisms.

(b) *Notice of violation.* Prior to seeking removal and impoundment as provided under this chapter, an officer shall give written notice of violation to any person(s) responsible under this section warning him or her that the vessel is unlawfully anchored or moored and that it must be removed from city waters.

(1) *Derelict vessels.* For a derelict vessel or vessel declared a public nuisance, an officer shall cause a notice to be placed upon such vessel warning any person(s) responsible that it must be removed within twenty-one (21) days. The owner and other interested parties have the right to a hearing to challenge the determination that this vessel is derelict or otherwise in violation of the law.

(2) *Lost or abandoned property.* For an article of lost or abandoned property other than a derelict vessel or vessel declared a public nuisance, an officer shall cause a notice to be placed upon such article warning any person(s) responsible that it must be removed within five (5) days.

In addition to the required notice postings above, an officer shall make a reasonable effort to ascertain the name and address of the owner. If such is reasonably available to the officer, he or she must mail a copy of such notice to the owner on the date of posting or as soon thereafter as is practicable. If the property is a vessel as defined in F.S. § 327.02, an officer must contact the Department of Highway safety and Motor Vehicles in order to determine the name and address of the owner and any person who has filed a lien on the vessel. Upon receipt of this information, an officer shall mail a copy of the notice by certified mail, return receipt requested, to the owner and to the lienholder, if any.

(c) *Boating accidents and hurricanes.* Notwithstanding subsection (b)(1) above, a person who owns or operates a vessel that becomes derelict upon city waters solely as a result of a boating accident, hurricane or other sudden event outside of his or her control may not be charged with a violation under the following circumstances:

- (1) *Boating accidents.* The individual must document for law enforcement the specific event(s) that led to the vessel being derelict upon city waters; and the vessel has been removed from city waters or has been repaired or addressed such that it is no longer derelict upon city waters within seven (7) days after said accident or event.
- (2) *Hurricanes or other sudden event.* The individual must document for law enforcement the specific event(s) that led to the vessel being derelict upon city waters; and the vessel has been removed from city waters or has been repaired or addressed such that it is no longer derelict upon city waters within forty-five (45) days after said accident or event.

The additional time provided in subsection (c) for an owner to remove a derelict vessel from city waters does not apply to a vessel that was derelict upon city waters before the stated accident or event. Also, notwithstanding the additional forty-five (45) days provided in subsection (c)(2), an officer or other designee may immediately begin the process set forth in subsection (b)(1) above and, once that process has been completed and the forty-five (45) days have passed, any vessel that has not been removed or

repaired such that it is no longer derelict upon city waters may be removed and disposed of as provided under this chapter.

(d) *Removal and impoundment.* If the vessel or article at issue under this section remains unlawfully anchored or moored in city waters after an officer has given notice as provided in subsection (b) above, and—when applicable—no request for hearing to challenge the derelict determination has been made, then the following applies:

- (1) For abandoned property, the law enforcement agency may retain any property for its own use or for use by the state or unit of local government, trade such property to another unit of local government, donate the property to a charitable organization, sell the property, or notify the appropriate refuse removal service.
- (2) For a derelict vessel or vessel declared a public nuisance, the law enforcement agency or its designee may:
 - a. Remove the vessel from the waters of this state and destroy and dispose of the vessel or authorize another governmental entity or its designee to do so; or
 - b. Authorize the vessel's use as an artificial reef in accordance with F.S. § 379.249 if all necessary federal, state, and local authorizations are received.

(e) Any derelict vessel removed shall not be placed back into the waters of the city until it is deemed seaworthy and is no longer classified as derelict. Violation of this subsection will be enforced in accordance with this chapter, and violators shall be subject to the applicable fine(s), including but not limited to the cost of towing and storage, as well as those described in subsection (c) above. The owner shall be afforded the right to challenge the imposition of costs for removal, storage, and impoundment of the vessel pursuant to the hearing process outlined in section 82-34.

Sec. 82-34. – Establishment of post-impoundment hearings.

(a) Request for hearing. Any vessel owner seeking to challenge the imposition of costs pursuant to this chapter for the removal, storage, and impoundment of the vessel by the city or any entity acting at the city's direction shall be entitled to a post-impoundment hearing before a Special Magistrate if:

- (1) The vessel's owner submits a request for a hearing within five (5) business days from the date of the city's removal of the vessel; and
- (2) The request for hearing must include:
 - a. A complete name and address of the owner requesting a hearing;
 - b. The registered address of the vessel at issue;
 - c. A copy of the vessel's registration; and
 - d. A description of the dispute.

(b) Notice of hearing. If the vessel owner's request for hearing complies with the requirements addressed in the previous section, a notice of hearing shall be sent to the owner which states:

- (1) The date, time, and location of the hearing; and
- (2) That an owner who elects to contest the imposition of costs and then fails to appear shall be deemed to have waived a right to a hearing.

The notice of hearing shall be sent by mail to the owner's physical address. Upon notification, the owner requesting the hearing is required to comply with the directions on the notice of hearing or waive the right to challenge the imposition of costs for the removal, storage, and impoundment of the vessel.

(c) Conduct of hearing. Post-impoundment hearings shall be conducted on the same date and time as the City's code enforcement hearings. The Special Magistrate shall have the power and authority to make any and all evidentiary findings of fact deemed necessary to make a determination as to whether the city or any entity acting at the city's direction properly impounded a vessel in accordance with this article and complied with the notice requirements of this chapter. If this hearing is brought pursuant to sec. 82-33, then the Special Magistrate's determination may also analyze:

- (1) Whether the vessel at issue constitutes a “derelict vessel” as defined under this chapter;
- (2) Whether the vessel at issue was anchored or moored within the city waters and if so, whether the vessel was properly anchored or moored; and
- (3) Whether any exception exists under Sec. 82-32(d).

(d) *Determination of special magistrate.* If the special magistrate determines by a preponderance of the evidence that the removal, storage, and impoundment of the vessel by the city or any entity acting at the city’s direction was in accordance with the applicable ordinances, statutes and regulations, then the city shall be entitled to keep all costs paid to the city for the removal, storage, and impoundment of the vessel. If the special magistrate determines by a preponderance of the evidence that the city’s removal, storage, and impoundment of the vessel was not in accordance with the applicable ordinances, statutes, and regulations, then the owner shall be entitled to recover all costs paid, if any, to the city for the removal, storage, and impoundment of the vessel. These costs shall be refunded to the owner without interest and within thirty (30) days of the special magistrate’s determination.

Sec. 82-35. – Disposition of unrecovered impounded vessels.

(a) If a vessel impounded pursuant to section 82-33 is not recovered and outstanding costs are not paid within ninety (90) days after the unlawfully anchored or moored vessel is removed from the unlawful anchoring or mooring, then the vessel is considered abandoned. The City may impose a lien against the property of the owner of the vessel for the outstanding costs. The City may also dispose of the vessel in accordance with F.S. Ch. 705, or any amended or successor statute.

(b) *Custodial holding period.* For lost or abandoned property (excluding derelict vessels), the city must retain custody of the property for ninety (90) days. During the first forty-five (45) days of this retention period, the city must publish a notice of the intended disposition of the property. Title to the unclaimed property vests in the municipality upon the expiration of this ninety-day period.

Sec. 82-36. – Use of city dock and boat ramps.

(a) General restrictions. City docks and boat ramps shall be used for the purpose of loading and unloading vessels, and/or passengers, unless otherwise provided in this section. No vessel may remain moored, docked, or tied up to any city-owned boat ramp, dock or waterfront land in excess of one (1) hour.

(b) Exceptions. This section shall not apply to:

- (1) Police or other public safety vessels;
- (2) A vessel that suffers a mechanical failure that poses an unreasonable risk of harm to the vessel or the persons onboard such vessel;
- (3) Government vessels; or
- (4) Any other vessel specifically approved and permitted by the city council.

(c) Penalties. A vessel exceeding the time limit in violation of subsection (a) shall be subject to:

- (1) A fine of \$100.00 for a first violation.
- (2) A fine of \$250.00 for a second violation.
- (3) A fine of \$500.00 for any subsequent offense.

(d) Qualifications for removal. If the vessel at issue remains unlawfully anchored or moored under this section for more than twenty-four (24) hours after written notice has been posted onto the vessel, then the vessel shall be deemed lost or abandoned and may be removed pursuant to F.S. § 327.60(5).

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

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

SECTION 5. This Ordinance shall become effective upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2026

Passed and adopted on second and final reading on the ____ day of _____, 2026

Reviewed and Approved: _____
Jared Trent, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/19/2026

SUBJECT: (F15) Second Reading - Ordinance No. 2026-12 - Amendment to Chapter 2, Sections 2-118, 2-119, and 2-121 of the Code of Ordinances for the Environmental Advisory Board Membership, Appointments, Terms, and Rules of Procedure

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to Approve Ordinance No. 2026-12.

SUMMARY: The proposed ordinance amends Chapter 2, Administration, Article III, Boards and Commissions, Division 4, Environmental Advisory Board, Sections 2-118, 2-119, and 2-121 of the City Code to reduce the membership of the Environmental Advisory Board from seven (7) members to five (5) members, revise the Board's initial appointment structure to reflect the reduced membership, and update the quorum requirement consistent with the revised Board composition.

At the April 26, 2026, Environmental Advisory Board (EAB) meeting, staff discussed the proposed change in membership from seven (7) members to five (5) members. The EAB supported the proposed amendment to reduce the number of Board members to five (5).

Over the past two (2) years, the Board has typically had one to two (1–2) vacancies at any given time, making it difficult to consistently achieve a quorum and conduct meetings. Reducing the Board membership to five (5) members is intended to better align the Board's structure with current participation levels and improve the likelihood of maintaining a full membership. This adjustment is expected to improve quorum reliability and enhance the Board's ability to conduct business and provide timely input and recommendations to the City Council.

The ordinance also updates the Environmental Advisory Board's organizational provisions to align with the revised five-member Board structure, including changes to the Board's membership composition, appointment schedule, and quorum requirements.

Section 2-118 is revised to establish the Environmental Advisory Board as a five (5)-member board.

Section 2-119 is revised to establish a staggered appointment structure consistent with a five-member Board. The appointments will include two (2) members appointed for terms expiring May 7, 2027, and three (3) members appointed for terms expiring May 7, 2030. Pursuant to the City Code, Environmental Advisory Board members serve three (3)-year terms, with all terms expiring in May of the applicable year. Members are eligible for reappointment for any number of consecutive terms.

Section 2-121 is revised to modify the quorum requirement consistent with the reduced Board membership. The amendment changes the quorum requirement from four (4) members to three (3) members, allowing the five-member Board to conduct official business with a majority of appointed members present.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-12	Ordinance No. 2026-12.docx
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Amanda Bonin

Created/Initiated - 07/29/2026

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, SECTION 2-118, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF MEMBERS ON THE ENVIRONMENTAL ADVISORY BOARD; AMENDING SECTION 2-119, CODE OF ORDINANCES, TO PROVIDE FOR UPDATED APPOINTMENT TERMS; AMENDING SECTION 2-121, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF BOARD MEMBERS NECESSARY TO FORM A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange desires to reduce the membership on the Environmental Advisory Board from seven (7) members to five (5) members; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article III, Section 2-118 of the Code of Ordinances to read as follows:

Sec. 2-118. Composition; qualifications of members.

- (a) The city council shall appoint a ~~seven~~five-member environmental advisory board. Each member of the board shall be a qualified elector residing in the city. Members shall not hold any elective public office. Members may serve on other advisory boards of the city.
- (b) Members of the board shall be generally sympathetic to and knowledgeable of the principles and objectives of environmental protection. They should be guided by a sincere interest in preserving and protecting the environment and quality of life in the city and in accomplishing the purposes and goals set forth in this division.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article III, Section 2-119 of the Code of Ordinances to read as follows:

Sec. 2-119. Appointments, terms.

The ~~initial~~ appointments to the board shall be as follows:

- (1) Two members shall be appointed for terms expiring May 7, ~~2027~~1994.
- (2) ~~Two~~Three members shall be appointed for terms expiring May 7, ~~2029~~1993.
- ~~(3) Three members shall be appointed for terms expiring May 7, 1995.~~

Thereafter all appointments shall be made for a term of three years. All terms shall expire on May 7 in the year of their given expiration. A board member may be reappointed for any number of consecutive terms.

SECTION 3. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article III, Section 2-121 of the Code of Ordinances to read as follows:

Sec. 2-121. Organization, rules of procedure.

(a) thru (c) *[Remain unchanged.]*

(d) *Quorum; rules of order.* The presence of ~~four~~three or more members shall constitute a quorum of the board necessary to take action or conduct business. The board shall adopt Robert's Rules of Order, latest edition, or such other written rules and procedures as may be desirable and necessary to promote and effectuate the purposes, objectives and business of the board in an orderly, timely and productive manner.

(e) *[Remains unchanged.]*

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange, and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

the provisions of this ordinance are declared severable.

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

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2026

Passed and adopted on second and final reading on the day of _____, 2026

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