REGULAR CITY COUNCIL MEETING
6:30 PM – COUNCIL CHAMBERS – CITY HALL
FEBRUARY 19, 2019

AGENDA

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

A. OPENING
   1. Invocation by Pastor Calvin Gittner of Port Orange Presbyterian Church
   2. Pledge of Allegiance
   3. Roll Call

B. CONSENT AGENDA
   4. Public Comments on Consent Agenda Items Only
   5. Agenda Approval
   6. Approval of Minutes
      a. February 5, 2019 - Regular City Council Meeting
   7. Resolution No. 19-6 - Budget Appropriation
   8. Approval of Utility Account Write-Offs
   9. Approval to submit a VOCA Grant Application
  10. Change Order No. 4 for Stantec contract to Perform Stormwater Fee Analysis

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

D. COUNCIL COMMENTS
   12. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS
13. Citizen Advisory Committee for TPO

F. PUBLIC HEARING

14. Second Reading - Ordinance No. 2019-7 - Amending Section 50-58 of the Code of Ordinances relating to the Parks & Recreation Advisory Board

15. First Reading - Ordinance No. 2019-11 - Woodhaven PUD/Small-Scale Comprehensive Plan Future Land Use Amendment (Case No. 18-20000007)

16. First Reading - Ordinance No. 2019-12 - Second Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan (Case No. 18-40000003)


18. Bella Oaks Subdivision
   a. Release of six easements to Gatlin Two, LLC
   b. Approval of Final Plat and Plans for the Bella Oaks Subdivision, west side of Clyde Morris Boulevard, between Pickwick Village and Colony in the Woods, Case No. 18-50000004

G. REGULAR AGENDA

19. First Reading - Ordinance No. 2019-9 - Amending Section 2-186 through 2-189 relating to Administrative Officials

20. Resolution No. 19-7 - Approving the Revised Investment Policy of the City

21. Discussion Regarding Fire Service Fees

22. Dangerous Dog Procedures Update
   a. First Reading - Ordinance No. 2019-10 - Amending the City’s Regulations of Dangerous Dogs
   b. Resolution No. 19-3 - Revising Dangerous Dog Procedures for Hearings

23. Approval of Interlocal Agreement to participate in the CARE Program with Volusia County

H. COMMENTS

24. City Attorney

25. City Manager

I. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports
   a. First Step Shelter
   b. Port Orange/South Daytona Chamber of Commerce
c. Arthaus

J. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF
THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE
FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE
PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: 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, TO 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 DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 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.
THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor Jeffrey Birch of Spruce Creek Presbyterian Church

Pledge of Allegiance

Roll Call Present: Councilman Drew Bastian  
Councilman Scott Stiltner  
Vice Mayor Chase Tramont  
Mayor Donald Burnette

Also Present: City Manager Jake Johansson  
City Attorney Margaret Roberts  
City Clerk Robin Fenwick

Motion was made by Councilman Stiltner to add the presentation of awards for the Police Department to the agenda and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by voice vote.

Thomas Grimaldi, Police Chief, presented the awards to employees and citizens for their commitment to the community and cooperation in the apprehension of suspects.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, commented on Item #11 and the waiver of the surety bond request.

5. Agenda Approval

Mayor Don Burnette would like to discuss Items #11 and 12 and asked for a motion to pull them from the Consent Agenda.

Motion to pull item #11 and 12 for further discussion was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner.
Motion to approve the agenda as amended was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

6. Approval of Minutes
   a. January 22, 2019 - Regular City Council Meeting
7. Resolution No. 19-5 - Adopting Local Rules and Repealing Resolution No. 01-36 - Public Participation Policy
8. Approval of Rental of a Belt Press from H&A Resource Management for the Water Reclamation Facility
9. Major Special Event Request – 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run located at 4Ever Fitness, 4639 Clyde Morris Boulevard
10. Major Special Event Request – All Aboard Storage Go Make a Difference 5K Run/Walk located at the Clark Office Building, 5111 S. Ridgewood Avenue.
11. Major Special Event Request – Bike Week: First Turn Steakhouse & Lounge – 5236, 5204 & 5164 South Ridgewood Avenue
12. Resolution No. 19-10 - 30-day Extension to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

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

Item #11 - Major Special Event Request – Bike Week: First Turn Steakhouse & Lounge – 5236, 5204 & 5164 South Ridgewood Avenue

Mayor Burnette asked Council if they were interested in discussing the waiver request of the surety bond. Council members agreed to continue denying the waiver requests for Bike Week events.

Motion to approve item #11 by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

Item #12 - Resolution No. 19-10 - 30-day Extension to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

Motion to table this item until after Item #17 is heard as it is contingent upon the
outcome of Item #17 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Kelly Malina, citizen, spoke regarding the water department requiring an additional deposit of $140.00 when they already have $175.00. Mayor Burnette asked if it is possible for Staff to help Ms. Malina. Mr. Johansson will look at the details and reach out to Ms. Malina.

Shawn Goepfert, Port Orange/South Daytona Chamber of Commerce, thanked Council for their support. He announced upcoming events. Councilman Stiltner thanked Mr. Goepfert for his service.

Susan Weatherly, citizen, is concerned with the crumpling wall next to her house at 1145 Harms Way. Mr. Johansson explained the issues Staff is having as the wall belongs to the City. Staff will be contacting neighbors soon.

Wendall DallaRosa, citizen, offered to assist Kelly Malina through Halifax Urban Ministries.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Drew Bastian thanked Chief Ken Fustin for the Wash Down/Push In event.

Councilman Scott Stiltner thanked the City Manager and Staff for the FAQs regarding the Halifax Trail.

Vice Mayor Chase Tramont recognized Gary Nelson who was a teacher at Spruce Creek High School who passed away recently. He also recognized Jade Ryan who is a 2011 Spruce Creek High School Graduate and is competing on Jeopardy tonight. Desiree & Adam Haller, Port Orange residents, appeared on Shark Tank and sealed a deal.

Mayor Burnette recognized and remembered Dennis Burns of United Way who passed away suddenly.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Parks & Recreation Advisory Board Report

Jack Wiles, Chairman, provided details from the most recent meetings held.
15. Environmental Advisory Board Report

John Macaluso, Chairman, was unable to appear. The City Clerk will reschedule with him.

PUBLIC HEARING

16. Second Reading - Ordinance 2019-2 - LDC Amendment/Chapter 13 - Landscaping Requirements for Residential Lots (Case No. 18-25000009)

Mayor Burnette read Ordinance No. 2019-2.

ORDINANCE NO. 2019-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 13 RELATING TO LANDSCAPING REQUIREMENTS FOR RESIDENTIAL LOTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-2 was made by Councilman Drew Bastian and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance 2019-5 - LDC Amendment/Chapter 2, 16, and 18 - Siting of Personal Wireless Communication Facilities (Case No. 18-25000010)

Mayor Burnette read Ordinance No. 2019-5.

ORDINANCE NO. 2019-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE TO AMEND CHAPTER 2, SECTION 2 DEFINITIONS; TO REPEAL AND REPLACE CHAPTER 16, MISCELLANEOUS REGULATIONS, SECTION 9, PERSONAL WIRELESS COMMUNICATIONS, WITH A NEW CHAPTER 16, MISCELLANEOUS REGULATIONS, SECTION 9, ENTITLED WIRELESS COMMUNICATIONS FACILITIES SITING, WITH THE FOLLOWING SUBSECTIONS: PURPOSE; GENERAL SITING PREFERENCES; PROCEDURAL REQUIREMENTS; SPECIFIC REGULATIONS AND PROCEDURES FOR PROPOSED FACILITIES MODIFICATION APPLICATIONS; PROTECTION OF
THE PUBLIC; AMATEUR RADIO ANTENNAS; ENFORCEMENT; AMENDING CHAPTER 18, SECTION 3(b)(25) ADDRESSING SPECIAL REQUIREMENTS FOR COMMUNICATIONS TOWERS IN RESIDENTIAL DISTRICTS; AMENDING CHAPTER 16, SECTION 4 ADDRESSING HEIGHT; AMENDING CHAPTER 16, SECTION 5 ADDRESSING SPECIAL SETBACKS; AMENDING CHAPTER 17, ZONING REGULATIONS, SECTION 1, IN GENERAL, TO REFERENCE THE WIRELESS COMMUNICATIONS FACILITIES SITING REGULATIONS SET FORTH IN CHAPTER 16, SECTION 9; AMENDING CHAPTER 17, ZONING REGULATIONS, TO REMOVE ALL REFERENCES TO ANTENNAS, CAMOFLAUGED ANTENNAS, AND CAMOFLAUGED, GUYED, LATTICE AND MONOPOLE COMMUNICATION TOWERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE TERMINATION OF MORATORIUM ADOPTED PURSUANT TO ORDINANCE NO. 2018-25; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-5 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian.

Tim Burman, Community Development Director, provided details of the changes made to the definition of “camouflage”.

Paul Kern, citizen, thanked Staff and Council for preparing the robust Ordinance. He asked Council to include the following text:

“No new cell towers or antennae shall be located closer than 1500 feet to a residential home, house of worship, day care center or school.”

Mr. Kern also provided examples of precedence.

Katie Cole, Attorney for Crown Castle, thanked Council for updating the Ordinance and expressed her continued concerns as to hierarchy.

Paul Rozar, citizen, wanted to ensure the protected birds on the towers continue to be protected.

Matthew Jones, Deputy City Attorney, discussed the request for additional set backs and the City’s position and answered questions from Council.

Motion carried unanimously by roll call vote.
Item #17(a)/Item #12 – Resolution No. 19-10 - 30-day Extension to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

Motion to remove from the table was made by Councilman Drew Bastian and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by voice vote.

This Resolution was no longer needed as Item #17 was adopted.

Motion to remove from the agenda was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

REGULAR AGENDA

18. First Reading - Ordinance No. 2019-7 - Amending Section 50-58 of the Code of Ordinances relating to the Parks & Recreation Advisory Board

Mayor Burnette read Ordinance No. 2019-7.

ORDINANCE NO. 2019-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE III, SECTION 50-58, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF MEMBERS ON THE PARKS AND RECREATION BOARD; AMENDING SECTION 50-59, CODE OF ORDINANCES, TO PROVIDE FOR INITIAL APPOINTMENT TERMS; AMENDING SECTION 50-61, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF BOARD MEMBERS NECESSARY TO FORM A QUORUM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-7 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS
19. City Attorney Reports for Council consideration

Margaret Roberts, City Attorney, had nothing additional.

20. City Manager

Jake Johansson, City Manager, provided an update on the FDEP consent order with a warning and request for how the City will mitigate the possible impacts to the damage received by Staff.

Motion to authorize the City Manager to sign the FDEP consent order was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Mr. Johansson introduced the new Finance Director, Dr. Scott Neils and provided his background experience. Council welcomed Dr. Neils.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports
   a. River to Sea TPO - Councilman Scott Stiltner reported on the recent meeting, which was his first meeting on the committee.
   b. General Employees’ Pension Board – Councilman Scott Stiltner provided a report from the recent meeting.

ADJOURNMENT – 7:53 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk
SUBJECT: (B7) Resolution No. 19-6 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-6.

SUMMARY: *Special Election for Councilmember in District 1 $100,000
*Special Election for 1/2 Cent Sales Tax Rate $38,000

Project No.:   Funding Account No.:

Presenter:

ATTACHMENTS:

1. Resolution No. 19-6 - Special Elections - CC Mtg 2-19-19 Revised.pdf

Lisa Pallante Created/Initiated - 02/06/2019
Lori Bockelman Approved - 02/06/2019
Margaret Roberts Approved - 02/07/2019
Jake Johansson Approved - 02/08/2019
Robin Fenwick Final Approval - 02/08/2019
RESOLUTION NO. 19-6

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2019 BUDGET; TO BUDGET FOR SPECIAL ELECTIONS FOR A COUNCILMEMBER FOR DISTRICT 1 AND FOR ½ CENT SALES TAX RATE; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for special elections pertaining to the election of a new Councilmember for District 1 and for the ½ Cent Sales Tax Rate; and

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

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida

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

Robin L. Fenwick, CMC City Clerk  

Reviewed and Approved: ______________________________________

Margaret T. Roberts, City Attorney
Revenues:

Appropriated Equity

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Total Revenues: $138,000

Expenditures:

City Clerk

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To budget for Special Elections pertaining to the election of a new Councilmember for District 1 estimated at $100,000 and for the 1/2 Cent Sales Tax Rate estimated at $38,000.
SUBJECT: (B8) Approval of Utility Account Write-Offs

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the finance director writing off as uncollectible the attached accounts.

SUMMARY: Finance is seeking approval to write off $2,977.42 of renter utility accounts as uncollectible.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1. Utility Proposed Write offs-renters 2-6-19.pdf

Cherie Cadenhead  Created/Initiated - 01/22/2019
Lori Bockelman  Approved - 02/06/2019
Shannon Balmer  Approved - 02/06/2019
Jake Johansson  Approved - 02/06/2019
Robin Fenwick  Final Approval - 02/07/2019
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<tr>
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## RENTER ACCOUNTS

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**Total Account Write-off-Renter** $2,977.42
SUBJECT: (B9) Approval to submit a VOCA Grant Application

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the grant application submittal.

SUMMARY: Request approval to move forward and apply for the VOCA Grant Funds. Funding cycle is from 10/1/19-9/30/20. It’s an annual competitive grant process which involves submission of an application followed by an application review. Deadline for submission is 03/01/2019.

Presenter: Amanda Lasecki

ATTACHMENTS:

1. VOCA Grant Funds 2019 01

Beth Unruh Created/Initiated - 01/23/2019
Thomas Grimaldi Approved - 02/04/2019
Amanda Lasecki Approved - 02/05/2019
Lori Bockelman Approved - 02/06/2019
Jake Johansson Approved - 02/06/2019
Robin Fenwick Final Approval - 02/07/2019
January 2019

NOTICE OF AVAILABILITY
VOCA Grant Funds

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2019, through September 30, 2020.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review.

The VOCA application may be accessed using the Office of the Attorney General's online system EGrants, which can be accessed through https://egrants.myfloridalegal.com/ on January 18, 2019. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

The deadline for applying for a VOCA grant under this notice is no later than 5:00 p.m. Eastern Standard Time on Friday, March 1, 2019. Applicant agencies are encouraged to submit the completed application as soon as possible prior to the deadline. Mailed, faxed, or hand delivered applications or required documentation will not be accepted.
CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/19/2019

Consent item: Yes

SUBJECT: (B10) Change Order No. 4 for Stantec contract to Perform Stormwater Fee Analysis

DEPARTMENT: Public Works

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Change Order No. 4 under Standard Contract for Service (CA6445) with Stantec Consulting Services, Inc. for an extension of 395 days to perform stormwater fee analysis; Authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The City engaged Stantec Consulting Services, Inc. on March 30th, 2018 to evaluate our stormwater rate methodology and propose a new one if needed. In addition, Stantec was to provide a 10 year financial model/forecast and recommend policy adjustments to include credits and exemptions.

The study was intended for completion on September 30, 2018. However, staff requested a change order to this contract for time and money in October, 2018. The change included an additional $14,300 in expenditure authority (for a total contract amount of $64,185) and it extended the timeline to January 31, 2019. This change was approved by Council October, 30, 2018.

The City Manager approved an additional change for time (under his authority) to move the contract end date to February 28th, 2019. This extension was granted so that staff would have time to request a longer time extension before the contract expired.

The current request for extension is for time only, through March 31, 2020. This extension is necessary for a number of reasons. While the work from Stantec is substantially complete, there are a number of unknown factors that could significantly change the outcome of the study. The largest is the unknown outcome of the 1/2 cent sales tax. If the additional sales tax is approved by the voters, a portion of those revenues may be used for stormwater projects, thus reducing the need for future fee increases in this fund. However, based on the timing of the referendum and timing needed to properly change the fee structure and amount, large changes in our methodology is not recommended at this time. It would be beneficial to wait until the 1/2 cent sales tax issue is resolved.

In addition, when the City began this project, the prior finance director was leading the charge. Since Tracey’s departure, there is a new team leading this effort and we are all trying to get up to speed to ensure staff understands all of the intricacies before presenting to Council.
Presenter: Lynn Stevens

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>File Name</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Change Order No 4</td>
<td>Change Order No 4.pdf</td>
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<tr>
<td>3.</td>
<td>Change Order No. 1 Stantec Consulting Services Inc. Executed</td>
<td>Change Order No. 1 Stantec Consulting Services Inc. Executed.pdf</td>
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<td>4.</td>
<td>Change Order No 2 Stantec Consulting Svc</td>
<td>Change Order No 2 Stantec Consulting Svc.pdf</td>
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Alan Rosen Created/Initiated - 01/29/2019
Julia Wiggins Approved - 01/29/2019
Lynn Stevens Approved - 02/04/2019
James Tillman Approved - 02/04/2019
Margaret Roberts Approved - 02/07/2019
Jake Johansson Approved - 02/08/2019
Robin Fenwick Final Approval - 02/08/2019
CHANGE ORDER NO. 4  
To the Standard Contract for Services dated March 30, 2018  
STANTEC CONSULTING SERVICES, INC. Contractor

Project: Public Works Stormwater Methodology Evaluation

The following changes are hereby made to the Contract Documents:

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$49,885</td>
<td>Substantial Completion: ___ days</td>
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<tr>
<td></td>
<td>Final Completion 184 days</td>
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</table>

(September 30, 2018)

| Net changes from previous Change | Changes in contract time from previous Change Orders: |
| Order:                           | No. 1: 30 days                       |
| No. 1: $0                       | No. 2: 93 days                       |
| No. 2: $14,300                  | No. 3: 30 days                       |
| No. 3: $0                       |                                     |

| Contract Price prior to this Change Order: | Contract Completion Date prior to this Change Order: |
| $64,185                                    | No. 1: October 30, 2018              |
|                                           | No. 2: January 31, 2019             |
|                                           | No. 3: March 2, 2019                |

Net Increase (decrease) of this Change Order:  
No. 4 $0  

| Changes in contract time requested this Change Order: |
| No. 4: 395 days |

| Contract Price with all approved Change Orders: | Contract Times with all approved Change Orders: |
| $64,185 | Final Completion: March 31, 2020 |
CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on March 30, 2018.

II. REQUIRED CHANGES: To provide for additional 395 days to the final completion date. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 4 will provide an additional 395 days to the final completion date to allow time for additional services as a result of a potential ½ cent sales tax which would significantly change the outcome of the study, and provide additional time for a new team leading this project. See the attached department justification memo for additional information. This is not additional spending authority request at this time.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed $64,185. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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

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

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

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

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

RECOMMENDED BY:  
JULIA WIGGINS, BUSINESS MANAGER  
Department Project Manager

By: ________________________________  
Julia Wiggins, Business Manager

Date Signed: ____________________

ACCEPTED BY:  
STANTEC CONSULTING SERVICES, INC.  
Contractor

By: ________________________________  
Andrew J. Burnham, Vice President

Date Signed: ____________________

RECOMMENDED BY:  
N/A  
City’s Representative

By: ________________________________

RECOMMENDED BY:  
N/A  
Engineer of Record

By: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date Signed: ____________________

Printed Name: ________________________________

Title: ________________________________

Date Signed: ____________________
APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: ____________________________
  Lynn Stevens, Public Works & Utilities
  Director

Date Signed: _____________________

City Manager

By: ____________________________
  M.H. Johansson, City Manager

Date Signed: _____________________

If Council approval is required:  Affirmed:

By: ____________________________
  Donald O. Burnette, Mayor
  Robin L. Fenwick, CMC, City Clerk

Date Signed: _____________________ Date Signed: _____________________
This Professional Services Contract ("Contract") is entered into this 30th day of March, 2018, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and STANTEC CONSULTING SERVICES, INC. ("Consultant"), a New York corporation whose principal address is 10160-112 Street NW, Suite 200, Edmonton, Alberta T5K 2L6 CA. The City and Consultant are collectively referred to herein as the "Parties."

1. **Provision of Services**
   
   (a) The Consultant hereby agrees to provide the City of Port Orange with a Public Works Stormwater Methodology Evaluation and development of a ten (10) year financial plan for the Stormwater Utility System, and as further described in Consultant's Proposal dated January 9, 2018, attached hereto as Exhibit "1."
   
   (b) The time, manner and place for performance of such services shall be:

   **Term:** The term of this Contract shall commence on February 20, 2018 and shall continue until September 30, 2018 (the "Term").

   **Manner and Place:** The work shall be performed as outlined in Exhibit “1” and in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, with applicable permits and licenses per the City Code of Ordinances.

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

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

2. **City Obligations.** In return for the services identified above, the City agrees to compensate the Consultant a fixed fee as set forth in Exhibit "1," in an amount of Forty-Nine Thousand Eight Hundred Eighty-Five and 00/100 Dollars ($49,885.00). The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. **Liens.** Consultant acknowledges that Consultant shall not be entitled to lien the City or other public property.
4. **Contract Administration.** The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Consultant. For notice provisions, see the paragraph below entitled "Notice."

5. **Termination for Convenience of the City**

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Consultant as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c), (iv), above;
(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Consultant is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Consultant may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

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

7. **Termination for Default.** Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. Nonpayment of Consultant's invoices as required by the Prompt Payment Act shall constitute a material breach and upon thirty (30) days written notice to City, the duties, obligations and responsibilities of Consultant are terminated.

8. **Examination of Records**

(a) The Consultant agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Consultant involving transactions related to this Contract. Notwithstanding the foregoing the City’s right to inspect, copy and audit shall not extend to the composition of the Consultant’s rate and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Consultant shall maintain insurance during the life of this Contract. Consultant shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Consultant for the reasonable additional costs of increased coverage.
# Standard Insurance Requirements

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Standards</th>
<th>Additional Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation Add. Coverage</td>
<td>Limits: Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation</td>
<td>If Agreement requires work on or about navigable waters, Longshoreman’s and Harbor Workers’ Coverage required. If vessels involved, Jones Act coverage with limits of $500,000 required.</td>
</tr>
<tr>
<td>Comprehensive General Liability (including Completed Operations and Contractual Liability)</td>
<td>Limits: Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate</td>
<td>When work is on or under Railroad rights of way or properties, the Consultant shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.</td>
</tr>
</tbody>
</table>

## Additional Insurance Requirements

- **Property Insurance Builders Risk.**
  - **Additional Coverage:**
  - **Limits:** Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA

- **Professional Liability**
  - **Limits:** Coverage - $1,000,000

- **Installation Floater (IT) Limit:** Coverage - $ To be determined.

- **Consultant Pollution Liability**
  - **Limits:** Coverage - $1,000,000

- **Errors and Omissions**
  - **Limits:** Coverage - $1,000,000

- **Payment and Performance Bond Required**
  - **Limits:** Coverage - Equal to amount of Contract.

- **Department Head waives Payment and Performance Bond for work under $25,000.00.**

---

**CITY OF PORT ORANGE – PROFESSIONAL SERVICES CONTRACT [CA646]**
12. **Assignability of Contract.** Neither this contract, nor any part hereof, may be assigned by the Consultant to any other party without the express written approval of the City Council.

13. **Modifications or Changes to this Contract**

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

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

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

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

14. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. **Liability for Loss or Damage.** Consultant shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Consultant, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Consultant, his/its agents, servants and employees. Consultant shall submit a full written report to the Finance Director within fifteen (15) days following the occurrence of such damage, loss or injury.
16. **Non-discrimination.** During the performance of this Contract, Consultant agrees as follows:

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

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

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

17. **E-Verify.** Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement to likewise 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 this Agreement.

18. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Prior to initiating court proceedings, the parties agree to enter into non-binding mediation with a mediator selected by mutual agreement.

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

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

21. **Additional Provisions.** This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.
22. **Integration.** This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

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

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

Consultant: Stantec Consulting Services, Inc.  
Attention: Andrew J. Burnham, Vice President  
777 Harbour Island Boulevard  
Suite 600  
Tampa, Florida 33602  
(904) 631-5109 – Telephone  
Andrew.Burnham@Stantec.com

10160-112 Street NW  
Suite 200  
Edmonton, Alberta T5k 2L6 CA

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

24. **Contract Construction**

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

25. **Authority to Sign.** Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
26. Waiver of Consultant's Liability for Consequential Damages. Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the City, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

[Remainder of this page intentionally left blank]
Witnesses:

Deborah Knochen
Morgan F. Beosch

STANTEC CONSULTING SERVICES, INC.

By: Andrew J. Burnham, Vice President

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

Date: 3/27/18

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27th day of March, 2018, by Andrew J. Burnham, as Vice President of Stantec Consulting Services, Inc., a New York corporation, and who:

[Notary: Please select one]

[ ] is personally known to me; or
[ ] has produced Drivers license as identification

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

EUGENE CAPPPELLUTI
MY COMMISSION #FF113023
EXPIRES: APR 21, 2018
Bonded through 1st State Insurance
Witnesses:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

ATTEST:

By: M.H. Johansson, City Manager

Date: 3-30-18

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

CITY OF PORT ORANGE

By: ____________________________

M.H. Johansson, City Manager

Date: 3-30-18

Witnesses:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of March, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
January 9, 2018

Ms. Lynn Stevens
Public Works & Utilities Director
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Re: Proposal – Stormwater Rate/Fee Study

Dear Ms. Stevens:

As requested, I have prepared this proposed Agreement for the above referenced Project. The following sections present the scope of services included in this proposal and our proposed work plan and fee to accomplish the scope of services.

Scope of Services

The proposed scope of services for this proposed Agreement is as follows:

1. Review and evaluate the current stormwater rate/fee program to include the cost apportionment methodology, rates/fees and policies,

2. Develop a ten (10) year financial plan for the stormwater utility to include projection of revenues at the current rates/fees, projection of operations and maintenance expenses, maintenance of adequate levels of reserves, inclusion of capital improvement program requirements for each year in the forecast period and determination of the revenue requirements to meet the needs of the system in each year of the forecast period. This will include determination of an optimum capital projects funding strategy in terms of pay-as-you-go versus debt funding to maximize the benefit of the stormwater rate/fee revenue while minimizing the burden upon the rate payers,

3. Recommend adjustments to the cost apportionment methodology and calculate rates/fees based upon the recommended cost apportionment methodology and the revenue requirements as determined in the financial plan in item 2. above, and

4. Recommend policies, such as attenuation credits, exemptions, etc.

If the final scope of work is different than described above, our proposal may have to be adjusted based upon further discussions with you. However, I believe that the task plan that we have presented in the attached Project Work Plan and Fee Estimate Schedule (Schedule) and our proposed fee represent the order of magnitude of such a study and scope variations would cause only small variations in the expected fee.
**Proposed Work Plan and Fee**

I have enclosed in the Appendix a Project Work Plan and Fee Estimate Schedule (Schedule) which presents our proposed work plan and fee to conduct the analysis. The above referenced Schedule presents the tasks and sub-tasks that will be required to accomplish the goals of the study as specified in the Scope of Services, and 2) shows that the Study can be completed for a fixed fee of $49,885, inclusive of out-of-pocket expenses. We can begin work on this assignment immediately and estimate that it can be completed within approximately 120 days of receipt of all required data.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (813) 204-3331.

Very truly yours,

Andrew J. Burnham  
Vice President – Financial Services

If the terms of this proposed Agreement, including the enclosed Professional Services Terms and Conditions, are acceptable, please affix the appropriate signature below and return a copy (facsimile will be acceptable) to us for our files:
CONSULTANT: Stantec Consulting Services, Inc., 777 Harbour Island Boulevard, Suite 600, Tampa, FL 33602

CLIENT: City of Port Orange, FL

SCOPE OF SERVICES: Stormwater Rate/Fee Study

COMPENSATION: A Fixed Fee of $49,885 as set out in the attached Project Work Plan & Fee Estimate Schedule, billed monthly based upon percentage work complete by task

EFFECTIVE DATE: This Agreement will be effective on the date last executed below. Receipt by CONSULTANT of this executed Agreement from CLIENT will serve as a Notice to Proceed.

The services shall be performed by the Consultant in accordance with the provisions of this Agreement, including the enclosed Professional Services Terms and Conditions and any attachments. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

STANTEC CONSULTING SERVICES, INC.
By: ____________________________
Name: Andrew J. Burnham
Title: Vice President
Date: January 9, 2018

CITY OF PORT ORANGE, FLORIDA
By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
APPENDIX

Detailed Task Plan

This Appendix presents the detailed task plan that we propose to execute to accomplish the scope of this project. The detailed task plan is presented in the Project Work Plan and Fee Estimate Schedule (Schedule) on the following pages.
**APPENDIX**

City of Port Orange
STORMWATER UTILITY CONSULTING ASSISTANCE
PROJECT WORK PLAN & FEE ESTIMATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Principal</th>
<th>Manager</th>
<th>Analyst</th>
<th>Admin</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation of the current stormwater utility program, identification of recommended improvements/adjustments to the program and development of an adjusted stormwater utility fee structure and policies for consideration.</td>
<td>$324</td>
<td>$210</td>
<td>$142</td>
<td>$98</td>
<td>$684</td>
</tr>
</tbody>
</table>

**Task 1: Develop Financial Plan**

1.1 Conduct project initiation conference call.
1.2 Gather & review cost and property data.
1.3 Conference call with City staff to review data.
1.4 Input data into FAMS© model, adjust model as required and produce preliminary financial plan to include the following:
   - Capital Improvements Program
     - Project listing by year
     - Alternative financing options for capital projects
     - Optimum funding source by project by year
   - Borrowing Program
     - Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.
     - Timing of bond issue(s)/loan(s) to provide required borrowed funds
     - Annual debt service of bond issue(s)/loan(s)
   - Revenue Sufficiency Analysis
     - Annual revenue projections
     - Annual operations and maintenance expense projections
     - All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.
     - Alternative plans of annual percentage rate adjustments to provide sufficient revenues for each
   - Cost Allocation Analysis Between Utility Services

Stantec
777 S. Harbor Island Blvd. Suite 600 • Tampa, Florida 33602 • Phone (813) 204-3333
E-mail: steven.abstract@stantec.com

EXHIBIT "1"
APPENDIX

City of Port Orange
STORMWATER UTILITY CONSULTING ASSISTANCE
PROJECT WORK PLAN & FEE ESTIMATE

<table>
<thead>
<tr>
<th>PROJ TASK</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Project Analyst</th>
<th>Admin</th>
<th>Full</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sources and Uses of Funds Analysis</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Funds Analysis</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>Spend down limits (minimum reserve requirements) by fund</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Beginning and ending funds balances by fund by year</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>1.6 Conduct interactive work session with City staff to review preliminary model results</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>1.7 Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>1.8 Conduct a second interactive work session if required with City staff to review adjusted model results</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
</tbody>
</table>

Task 2: Develop Stormwater Utility Fee Model

2.1 Determine the basis for apportioning stormwater costs to properties | 1         | 1               | 1               | 0     | 3    |
2.2 Conference call with City staff to discuss cost apportionment methodology and to determine adjustments as required to be used in developing the stormwater fees | 2         | 2               | 2               | 0     | 6    |
2.3 Identify and allocate costs/revenue requirements to stormwater allocation criteria and cost apportionment methodology determined in prior task | 1         | 4               | 8               | 0     | 13   |
2.4 Review cost allocation with City staff via internet conference | 2         | 2               | 2               | 0     | 6    |
2.5 Develop stormwater rate/fee model to serve as billing property roll and rate/fee determination model to include property impact analysis. Model will calculate stormwater rates by property class and will calculate specific stormwater assessment fees for each parcel based upon its classification and proper application of the stormwater rates | 0         | 8               | 32              | 0     | 40   |
2.6 Conduct internal review of model with consulting team | 2         | 2               | 2               | 0     | 6    |
2.7 Conduct interactive work session with City staff to review preliminary model results | 4         | 4               | 4               | 0     | 12   |
2.8 Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation | 0         | 2               | 4               | 0     | 6    |
2.9 Conduct second interactive work session via internet conference with City staff to review adjusted results | 2         | 2               | 2               | 0     | 6    |
2.10 Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation | 0         | 2               | 4               | 0     | 6    |
# City of Port Orange
## STORMWATER UTILITY CONSULTING ASSISTANCE
### PROJECT WORK PLAN & FEE ESTIMATE

#### TASKS

<table>
<thead>
<tr>
<th>Task 3: Review Results with City Management and City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Meet with City Management to review preliminary results.</td>
</tr>
<tr>
<td>3.2 Make adjustments based upon input from City Management, review with City staff and finalize.</td>
</tr>
<tr>
<td>3.3 Prepare presentation for City Council workshop, review with City staff and adjust.</td>
</tr>
<tr>
<td>3.4 Present results to City Council in workshop.</td>
</tr>
<tr>
<td>3.5 Make adjustments based upon input from City Council workshop.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 4: Prepare and Present Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Prepare Draft Report.</td>
</tr>
<tr>
<td>4.2 Review Draft Report with City staff.</td>
</tr>
<tr>
<td>4.3 Prepare Final Report.</td>
</tr>
<tr>
<td>4.4 Present Final Report to City Council for approval to conduct a public hearing.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 5: Provide Implementation Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Develop public information materials including web site, brochures, FAQs or other media tools as may be appropriate.</td>
</tr>
<tr>
<td>5.2 Prepare and finalize stormwater fee billing roll.</td>
</tr>
<tr>
<td>5.3 Assist in drafting of all legal notices, publications, documents, and resolutions necessary to adopt the recommended stormwater rates/fees.</td>
</tr>
<tr>
<td>5.4 Attend a public hearing.</td>
</tr>
</tbody>
</table>

### SUMMARY OF CHARGES

<table>
<thead>
<tr>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Project Analyst</th>
<th>Admin</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$236</td>
<td>$230</td>
<td>$241</td>
<td>$88</td>
<td>$720</td>
</tr>
<tr>
<td>$256</td>
<td>$250</td>
<td>$261</td>
<td>$98</td>
<td>$765</td>
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<td>$276</td>
<td>$270</td>
<td>$281</td>
<td>$108</td>
<td>$865</td>
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**TOTAL ESTIMATED CONSULTING FEE**

<table>
<thead>
<tr>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Project Analyst</th>
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<tbody>
<tr>
<td>$13,284</td>
<td>$14,910</td>
<td>$19,454</td>
<td>$764</td>
<td>$48,432</td>
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**TOTAL ESTIMATED EXPENSES @ 3%**

<table>
<thead>
<tr>
<th>Project Principal</th>
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<th>Project Analyst</th>
<th>Admin</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$408</td>
<td>$447</td>
<td>$583</td>
<td>$234</td>
<td>$1,163</td>
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**TOTAL ESTIMATED FEE, INCLUSIVE OF EXPENSES**

<table>
<thead>
<tr>
<th>Project Principal</th>
<th>Project Manager</th>
<th>Project Analyst</th>
<th>Admin</th>
<th>Total</th>
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<tr>
<td>$13,692</td>
<td>$15,357</td>
<td>$20,137</td>
<td>$788</td>
<td>$49,595</td>
</tr>
</tbody>
</table>

### EXHIBIT "1"
**CHANGE ORDER NO. 1**
To the Standard Contract for Services dated March 30, 2018
**STANTEC CONSULTING SERVICES, INC., Contractor**

Project: Public Works Stormwater Methodology Evaluation

The following changes are hereby made to the Contract Documents:

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times</td>
</tr>
<tr>
<td></td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>___ days</td>
</tr>
<tr>
<td></td>
<td>Final Completion</td>
</tr>
<tr>
<td></td>
<td>184 days</td>
</tr>
<tr>
<td></td>
<td>(September 30, 2018)</td>
</tr>
<tr>
<td>Net changes from previous Change Order:</td>
<td>Changes in contract time from previous Change Orders:</td>
</tr>
<tr>
<td>No.:</td>
<td>No.:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td>0 days</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order:</td>
<td>Contract Completion Date prior to this Change Order:</td>
</tr>
<tr>
<td></td>
<td>Final Completion:</td>
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<td></td>
<td>September 30, 2018</td>
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<tr>
<td>Net Increase (decrease) of this Change Order No. 1:</td>
<td>Changes in contract time requested this Change Order No. 1</td>
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<tr>
<td>$0</td>
<td>30 days</td>
</tr>
<tr>
<td>Contract Price with all approved Change Orders:</td>
<td>Contract Times with all approved Change Orders:</td>
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<tr>
<td></td>
<td>Final Completion:</td>
</tr>
<tr>
<td></td>
<td>October 30, 2018</td>
</tr>
</tbody>
</table>
CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services (CA6445) entered into by and between the parties on March 30, 2018.

II. REQUIRED CHANGES: To provide for an additional 30 days. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 will provide an additional 30 days to the final complete date to allow time for Council presentation. This will move the final completion date from September 30, 2018 to October 30, 2018. Per policy, this request falls within the 30-day window and will not require Council approval. Vendor has completed the scope of services. There is no additional cost associated with this change order request.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed $49,885. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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

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

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

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

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

RECOMMENDED BY:
RONNY BUTTRUM
Department Project Manager

By: ____________________________
Ronny Buttrum, Deputy Dir. of Public Works
Date Signed: 10/2/2018

ACCEPTED BY:
STANTEC CONSULTING SERVICES, INC.
Contractor

By: ____________________________
Andrew J. Burnham, Vice President
Date Signed: 7/27/18

RECOMMENDED BY:
N/A
City's Representative

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date Signed: ____________________________

RECOMMENDED BY:
N/A
Engineer of Record

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date Signed: ____________________________
APPROVED BY:
CITY OF PORT ORANGE
Department Head
By: [Signature]
Lynn Stevens, Public Works & Utilities Director
Date Signed: 10-2-18

City Manager
By: [Signature]
M.H. Johansson, City Manager
Date Signed: 10-5-18

If Council approval is required:
By: [Signature]
Donald O. Burnette, Mayor
Affirmed:
By: [Signature]
Robin L. Fenwick, CMC, City Clerk
Date Signed: 10-2-18

CITY OF PORT ORANGE - CHANGE ORDER NO 1 TO STANTEC CONSULTING SERVICES (CA6445).
OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Corporate Counsel of Stantec Consulting Services Inc., a New York corporation (the "Corporation").

2. On June 15, 2017, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.

2. execution of any documents for and on behalf of the Corporation shall be governed by the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Operating and Signing Authority Policies, as amended from time to time, of Stantec Inc.

3. Andrew Burnham is the duly appointed employee of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Operating and Signing Authority Policies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 16th day of March, 2018.

Michael Cavanaugh,
Corporate Counsel
CHANGE ORDER NO. 2  
To the Standard Contract for Services dated March 30, 2018  
STANTEC CONSULTING SERVICES, INC., Contractor

Project: Public Works Stormwater Methodology Evaluation

The following changes are hereby made to the Contract Documents:

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
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<tbody>
<tr>
<td>Original Contract Price:</td>
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<tr>
<td>$49,885</td>
<td>Substantial Completion:</td>
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<td>Final Completion:</td>
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<td>$64,185</td>
<td>Final Completion: January 31, 2019</td>
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CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services (CA6445) entered into by and between the parties on March 30, 2018.

II. REQUIRED CHANGES: To provide for an additional 93 days and $14,300 in additional spending authority. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 2 will provide an additional 93 days to the final complete date to allow time for additional services regarding the Stormwater Methodology Evaluation. This will move the final completion date from October 30, 2018 to January 31, 2019. The additional services requested by the City will require an additional $14,300 in spending authority. See attached “Change Order Amendment” for additional information.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed $14,300 for a revised contract amount of $64,485. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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

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

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

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

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

RECOMMENDED BY:
RONNY BUTTRUM
Department Project Manager

By: Ronny Buttrum, Deputy Dir. of Public Works

Date Signed: 10/22/18

ACCEPTED BY:
STANTEC CONSULTING SERVICES, INC.
Contractor

By: Andrew J. Burnham, Vice President

Date Signed: 10/22/18

RECOMMENDED BY:
N/A
City's Representative

By: ____________________________
Printed Name: ____________________________
Title: ____________________________

Date Signed: ____________________________

RECOMMENDED BY:
N/A
Engineer of Record

By: ____________________________
Printed Name: ____________________________
Title: ____________________________

Date Signed: ____________________________
APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: __________________________
    Lynn Stevens, Public Works & Utilities
    Director

Date Signed: 10/22/18

City Manager

By: __________________________
    M.H. Johansson, City Manager

Date Signed: ____________________

If Council approval is required:

By: __________________________
    Donald O. Burnette, Mayor

Date Signed: 10/30/18

Affirmed:

By: __________________________
    Robin L. Fenwick, CMC, City Clerk

Date Signed: 10/30/18
I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Corporate Counsel of Stantec Consulting Services Inc., a New York corporation (the "Corporation").

2. On June 15, 2018, the following resolution was adopted by the Corporation's Board of Directors:

   BE IT RESOLVED THAT:

   1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.

   2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

   3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal. Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

   Andrew Burnham is a Vice President of the Corporation, and in that capacity is duly authorized to sign a Contract in accordance with the Corporation's Signing Authority Policy in connection with the following project:

   City of Port Orange, Florida
   Public Works Stormwater Methodology Evaluation and
   Development of a Ten (10) Year Financial Plan for the
   Stormwater Utility System, Change Order No. 2

   IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 22nd day of October, 2018.

   David T. Archer, Corporate Counsel
SUBJECT: (B11) Major Special Event Request – Bike Week: The Last Resort Bar – 5812 S. Ridgewood Ave.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the six (6) day Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue, subject to the attached conditions.

SUMMARY: Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2019. The proposed event is planned for a six (6) day period from Monday, March 11, through Saturday, March 16, 2019. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. This is the first Special Event for The Last Resort Bar in 2019.

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and the attached conditions do not permit the extra hour.

Normal operations of The Last Resort Bar will continue. Twenty (20) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for $250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2019, include the sale of t-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities along with private security are proposed for the event and will be provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council’s previous approvals for Bike Week, it is staff’s understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost
estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange. According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

The Last Resort Bar has requested that the surety bond be waived due to past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has generally been set at $250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it.

Project No.: Funding Account No.: 

Presenter: Tim Burman

ATTACHMENTS:

1. Staff Recommendations

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<th>Melanie Schmotzer</th>
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<td>Briana Conlan-King</td>
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<td>Tim Burman</td>
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<tr>
<td>Thomas Grimaldi</td>
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<tr>
<td>Ronny Buttrum</td>
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<tr>
<td>Jake Johansson</td>
<td>Approved - 02/04/2019</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval - 02/04/2019</td>
</tr>
</tbody>
</table>
RECOMMENDATION:
Staff recommends approval of The Last Resort Bar Special Event request, subject to the following conditions:

1. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.

2. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.

3. Rates for this event for staff time and equipment are per Resolution 19-2.

4. The Last Resort Bar shall be responsible for coordination with Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.

5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. The Last Resort Bar shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by Port Orange Code of Ordinances.

6. All outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall place speakers for amplified music away from residential areas.

7. The $250.00 surety bond must be paid in full before issuance of permit.

8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.

9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with NFPA #58 Liquefied Petroleum Gas Code and be approved by the Fire Marshal.

10. A copy of The Last Resort Bar’s liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

11. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Last Resort Bar must screen all participating vendors to ensure compliance with but not limited to the following:

   a. Article VI, Chapter 18, Port Orange Code of Ordinances, relating to peddlers and transient merchants.

   b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.


e. Provisions and Standards of the City's Sexually Oriented Businesses Code.

f. Special Event Fee Resolution establishing Temporary Merchant Fee.

12. Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

13. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.

14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted NFPA #70 National Electrical Code. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

15. Fire extinguishers shall be provided as outlined in accordance with the NFPA #10, Standard for Portable Fire Extinguishers.

16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.

17. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.

18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.

19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.

20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of $40.00 per hour with a minimum of three hours.
21. The Last Resort Bar shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort Bar and the Police Department and paid to the City prior to issuance of the permit.

22. The City’s *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.

23. A temporary sign permit shall be required for the one (1) banner permitted for this event.

24. No trees shall be removed, and care shall be taken to protect landscaped areas.

25. The Last Resort Bar shall contact the Community Development Department, (386) 506-5602, to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.

26. Repair of any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.

27. It is The Last Resorts Bar’s responsibility to contact Code Enforcement, (386) 506-5604 for an inspection of debris removal within 48 hours after the event.

28. No more than the requested three (3) vendors shall be on this site.

29. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.

30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
SUBJECT: (F14) Second Reading - Ordinance No. 2019-7 - Amending Section 50-58 of the Code of Ordinances relating to the Parks & Recreation Advisory Board

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-7.

SUMMARY: Based on Council's previous discussion and the recommendation of the Parks & Recreation Advisory Board, the Parks & Recreation Advisory Board composition shall be reduced from ten (10) members to seven (7) members through attrition. The proposed Ordinance revision is attached for Council's review.

Presenter:

ATTACHMENTS:

1. Ord No 2019-7 - Reduction of Parks and Rec Board Members
   Ord No 2019-7 - Reduction of Parks and Rec Board Members.pdf

Robin Fenwick Created/Initiated - 02/04/2019
AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE III, SECTION 50-58, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF MEMBERS ON THE PARKS AND RECREATION BOARD; AMENDING SECTION 50-59, CODE OF ORDINANCES, TO PROVIDE FOR INITIAL APPOINTMENT TERMS; AMENDING SECTION 50-61, CODE OF ORDINANCES, TO REDUCE THE NUMBER OF BOARD MEMBERS NECESSARY TO FORM A QUORUM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to reduce the membership on the Parks and Recreation Board from ten members to seven members; and

WHEREAS, the City Council desires to implement this reduction over time through attrition as the current board members reach their respective end of term.

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

Section 1. Section 50-58 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 50-58. - Composition, qualification of members.

(a) The parks and recreation board shall consist of seven members appointed by the city council. 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, pension boards or other nonappointive boards.

(b) Members of the board shall be generally sympathetic to and knowledgeable of
the principles and objectives of community recreation and parks planning. They
should be guided by a sincere interest to help in developing and promoting a
well-rounded, efficient, effective and progressive recreation program and park
system for the community.

Section 2. Section 50-59 of the Code of Ordinances, City of Port Orange,
Florida, is hereby amended to read as follows:

Sec. 50-59. - Appointments, terms.

(a) The appointments to the board shall be as follows:

(1) Two Three members shall be appointed for a term expiring February 15, 2001 2023.

(2) Two Four members shall be appointed for a term expiring February 15, 2002 2024.

(3) Two members shall be appointed for a term expiring February 15, 2003.

(b) Thereafter all appointments, except to fill vacancies occurring during a term of
office, shall be for a term of three years. All terms shall expire on February 15 in
the year of their given expiration. A board member may be reappointed for any
number of consecutive terms.

Section 3. Section 50-61 of the Code of ordinances, City of Port Orange,
Florida is hereby amended to read as follows:
Sec. 50-61. – Organization, procedures.

(a) – (c) [Remain unchanged.]

(d) Quorum; rules of order. The presence of six 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, Newly Revised, 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 6. The reduction of board members shall be accomplished by attrition. During the attrition process described below, a simple majority of the current members of the board will constitute a quorum. There are currently nine board members serving on the Parks and Recreation Board (one seat is vacant). The vacant seat will not be filled. Once the terms expire for the four current board members whose term limits are set to expire on February 15, 2020, the City Council will only appoint three members. Once the terms expire for the five current board members whose term limits are set to
expire on February 15, 2021, the City Council will only appoint four members. The effective date of this ordinance shall be the date on which the final four board members are appointed by City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of __________________, 2019.

Passed and adopted on second reading and final reading on the ____ day of __________________, 2019.

Reviewed and approved: _____________________________

Matthew J. Jones, Deputy City Attorney

CA 4526
SUBJECT: (F15) First Reading - Ordinance No. 2019-11 - Woodhaven PUD/Small-Scale Comprehensive Plan Future Land Use Amendment (Case No. 18-20000007)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-11, to change the Future Land Use (FLU) designation for ±6.3 acres from Conservation to Mixed-Use Center.

SUMMARY: Planning Commission Action (01/24/19): Recommended Approval

The applicant, ICI Homes, is requesting to change the Future Land Use (FLU) designation for ±6.3-acres located north of Pioneer Trail, between Williamson Boulevard and I-95, from Conservation to Mixed-Use Center. If approved, the applicant intends to amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Woodhaven Planned Unit Development (PUD) to reduce the Pioneer Trail buffer width from 400-foot to 200-foot, consistent with the proposed FLU amendment, and to add language requiring six (6) additional acres of Conservation land be preserved in a future development phase within the overall PUD beyond the acreage shown on the CDP.

Currently, the City’s Comprehensive Plan, Future Land Use Element, Policy 3.2.3, caps the maximum square-footage of non-residential uses allowed within the Mixed-Use node and the total residential dwelling units within the overall PUD west of I-95. The proposed amendment does not change this policy and does not increase the allowable intensity or density for the Woodhaven PUD.

The staff report is attached for your review.

Presenter: Penelope Cruz

ATTACHMENTS:

2. Exhibit A to Ord. No. 2019-11
3. Staff Report

ORD Ex Woodhaven 2019 SSFLUMA.pdf
CC_Staff Report_Woodhaven PUD FLU amendment_Case No 18-20000007.pdf
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<td>Created/Initiated</td>
<td>01/29/2019</td>
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<tr>
<td>Tim Burman</td>
<td>Approved</td>
<td>01/29/2019</td>
</tr>
<tr>
<td>Shannon Balmer</td>
<td>Approved</td>
<td>02/06/2019</td>
</tr>
<tr>
<td>Jake Johansson</td>
<td>Approved</td>
<td>02/06/2019</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval</td>
<td>02/07/2019</td>
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ORDINANCE NO. 2019-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR 6.3 ACRES FROM CONSERVATION TO MIXED-USE CENTER; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,
consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Conservation to Mixed Use Center as shown on the Map depicted in Exhibit “A”, attached hereto and by reference made a part hereof.

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

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

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: ______________________________________

Shannon K. Balmer, Assistant City Attorney

Case No. 18-20000007
CA6754
STAFF REPORT
Small-Scale Comprehensive Plan Future Land Use Amendment/Woodhaven PUD
CASE NO. 18-2000007

REQUEST:
Change the Comprehensive Plan Future Land Use (FLU) designation for ±6.3 acres from Conservation to Mixed-Use Center.

LOCATION:
North of Pioneer Tr., between Williamson Blvd. and I-95 (Figure 1 - Location Map)

OWNER:
CC Woodhaven, LLC; Pioneer Investments of Port Orange, Inc.; MHK of Volusia County, INC., and Pioneer Community Development District

APPLICANT:
Richard Smith, ICI Homes

STAFF CONTACT:
Penelope Cruz, Planning Manager (386) 506-5671

STAFF RECOMMENDATION:
Approval

PLANNING COMMISSION:
Recommended Approval (January 24, 2019)

CITY COUNCIL DATE:
February 19, 2019

INTRODUCTION
The applicant is requesting to change the Future Land Use (FLU) designation for ±6.3-acres from Conservation to Mixed-Use Center. If approved, the applicant intends to amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Woodhaven Planned Unit Development (PUD) to reduce the Pioneer Trail buffer width from 400-foot to 200-foot, consistent with the proposed FLU amendment, and add language requiring six (6) additional acres of Conservation land be preserved within the overall PUD beyond the acreage shown on the CDP.

Currently, the City’s Comprehensive Plan, Future Land Use Element, Policy 3.2.3, caps the maximum square-footage of non-residential uses allowed within the Mixed-Use node and the total residential dwelling units within the overall PUD west of I-95. The proposed amendment does not change this policy and does not increase the allowable intensity or density for the Woodhaven PUD.
BACKGROUND
The Conservation FLU designation in this area was added to the City's FLU map as part of a larger FLU amendment adopted in 2009 for the Woodhaven PUD project. The placement of the Conservation FLU designation along Pioneer Trail, between Williamson Boulevard and I-95, was at the request of the City of New Smyrna Beach to buffer the future Woodhaven Mixed-Use node from Pioneer Trail with a 400'-wide landscape buffer.

The environmental analysis prepared as part of the 2009 FLU amendment (updated in 2012, 2017, and 2019) states that the area north of Pioneer Trail, between the Williamson Boulevard right-of-way and I-95, consists of upland and wetlands, but the wetlands are not of uniform quality. The study states the wetlands have been degraded over the years from past timber harvest/practices, construction of access roads, use of power line easements, the drainage ditch along Pioneer Trail, and construction of Williamson Boulevard (Completed 2015). The study further states the wetlands located between Williamson Boulevard and I-95 are lower functional wetlands and the higher quality connected wetlands are located on the west side of Williamson Boulevard. The proposed amendment does not include any land west of Williamson Boulevard and the current Conservation FLU designation west of Williamson Boulevard will remain over the higher quality connected wetland system.

In addition, text was added to the Future Land Use Element (Policy 3.2.3) as part of the 2009 FLU amendment that states parking facilities and commercial structures are not permitted within the Pioneer Trail buffer but passive recreational uses (pedestrian paths, decks, and rail/fence features), stormwater retention ponds, signage, landscaping and similar uses could be constructed or installed. No changes are proposed to Policy 3.2.3 regarding the development requirements for the Pioneer Trail buffer as part of the proposed FLU amendment.

In July 2018, the City of New Smyrna Beach approved the Shell Pointe Colony PUD, directly across Pioneer Trail from the subject amendment area (Woodhaven PUD). The Shell Pointe Colony PUD was approved with a requirement to install a minimum 25'-wide landscape buffer along Pioneer Trail and a minimum 200’ building setback from Pioneer Trail. Therefore, the applicant is requesting the proposed FLU amendment to allow the Woodhaven PUD 400'-wide landscape buffer/building setback requirement along Pioneer Trail to be adjusted to 200'-wide, which would be generally consistent with the requirements on the south side of Pioneer Trail recently approved by the City of New Smyrna Beach. The applicant has also submitted an amendment to the Woodhaven PUD to adjust to the Pioneer Trail landscape buffer width and building setback from 400’ to 200’.

DISCUSSION
The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW
The subject property is currently undeveloped. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current adopted FLU designation for the subject property and adjacent properties is identified on Exhibit A. The proposed FLU designation for the subject property and the current FLU
designates the adjacent properties is identified on Exhibit B. The current zoning classification of the subject property and adjacent properties is identified on Exhibit C.

Table 1. Surrounding Land Uses and Zoning

<table>
<thead>
<tr>
<th>Direction</th>
<th>Existing Land Use</th>
<th>FLU Designation</th>
<th>Zoning District</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>vacant</td>
<td>Mixed-Use Center</td>
<td>Woodhaven PUD</td>
</tr>
<tr>
<td>South</td>
<td>Pioneer Trail</td>
<td>Right-of-way</td>
<td>Right-of-way</td>
</tr>
<tr>
<td>East</td>
<td>I-95</td>
<td>Right-of-way</td>
<td>Right-of-way</td>
</tr>
<tr>
<td>West</td>
<td>Williamson Boulevard</td>
<td>Right-of-way</td>
<td>Right-of-way</td>
</tr>
</tbody>
</table>

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±6.3-acres from Conservation to Mixed-Use Center. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity and net change in density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

<table>
<thead>
<tr>
<th></th>
<th>Current FLU (acres)</th>
<th>Proposed FLU (acres)</th>
<th>Net Change in FLU (acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation</td>
<td>6.3</td>
<td>0</td>
<td>- 6.3</td>
</tr>
<tr>
<td>Mixed-Use Center</td>
<td>0</td>
<td>6.3</td>
<td>+6.3</td>
</tr>
<tr>
<td>TOTAL ACREAGE</td>
<td>6.3</td>
<td>6.3</td>
<td>0</td>
</tr>
</tbody>
</table>

According to Policy 3.2.3 in the Future Land Use Element of the City’s Comprehensive Plan, the following non-residential square-footage and density limits apply to the Woodhaven PUD. The overall square-footage for the Mixed-Use node (located along Pioneer Trail) cannot exceed 650,000 square-feet of non-residential uses and the number of residential dwelling units for the portion of the PUD located west of I-95 cannot exceed 1,338 dwelling units. The non-residential square-footage and residential density limits were adopted in 2009 and the proposed 2019 Future Land Use amendment would not change the allowed square-footage and density limits for the Woodhaven PUD.

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

<table>
<thead>
<tr>
<th></th>
<th>Current FLU</th>
<th>Proposed FLU</th>
<th>Net Change in FLU</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Theoretical Maximum Density/Intensity]</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Conservation</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mixed-Use Center</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4).

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools
The proposed amendment would not create any new impacts to public infrastructure and services since the maximum development limits for square footage of non-residential uses and residential density established in Future Land Use Element Policy 3.2.3 is not being changed. The proposed amendment does not change this policy and does not increase the allowable intensity (square-footage) or density in the Woodhaven PUD.

### Table 4. Impact Analysis (Theoretical Max.)

<table>
<thead>
<tr>
<th>Development Variable</th>
<th>Current</th>
<th>Proposed Future Land Use</th>
<th>Net Change*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Theoretical Maximum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Square-footage or Dwelling Units</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
<tr>
<td>P.M. Peak Hour Trips/Daily Trips²</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
<tr>
<td>Sanitary Sewer (gallons/day)²</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
<tr>
<td>Potable Water (gallons/day)⁴</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
<tr>
<td>Solid Waste (lbs./day)⁵</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
<tr>
<td>Recreation/Open Space (acres/person)⁶</td>
<td>0</td>
<td>0*</td>
<td>0</td>
</tr>
</tbody>
</table>

*The City’s Comprehensive Plan, Future Land Use Element, Policy 3.2.3, caps the maximum square-footage allowed at 650,000 square feet of non-residential uses in the Mixed-Use node and the number of residential dwelling units at 1,338 for the PUD area west of I-95.

**STORMWATER DRAINAGE**

There is no anticipated impact to the City’s drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City’s adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

**ENVIRONMENTAL CONDITIONS**

An environmental analysis was prepared for the Woodhaven PUD in 2009 and has been updated in 2012, 2017, and in January 2019 for the subject FLU amendment. The report states that the area north of Pioneer Trail, between the Williamson Boulevard right-of-way and I-95, consisted of upland and wetlands, but the wetlands are not of uniform quality. The study states the wetlands have been degraded over the years from past timber harvest/practices, construction of access roads, use of power line easements, the drainage ditch along Pioneer Trail, and construction of Williamson Boulevard (Completed 2015). The study further states the wetlands located between Williamson Boulevard and I-95 are lower functional wetlands and the higher quality connected wetlands are located on the west side of Williamson Boulevard. The proposed amendment does not include any land west of Williamson Boulevard and the current Conservation FLU designation west of Williamson Boulevard will remain over the higher quality connected wetland system. Any future development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.
REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City’s Comprehensive Plan.*

   **Staff finding:** The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City’s Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. There are no new impacts to public facilities from the proposed amendment and all public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

   **Staff finding:** The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is part of the Woodhaven PUD that is being master planned. The amendment area is adjacent to right-of-way to the south, east, and west, and other Woodhaven PUD land to the north. (see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

   **Staff finding:** The proposed amendment does not create any additional impacts on public facilities, infrastructure, or services that have not already been planned for. According to Policy 3.2.3 in the Future Land Use Element of the City’s Comprehensive Plan, the maximum square-footage for non-residential uses allowed within the Mixed-Use node of the PUD is 650,000 square feet and the maximum number of residential dwelling units allowed in the PUD, west of I-95, is 1,338. The proposed Future Land Use amendment does not change the current density and intensity (sq.ft.) limits in the Comprehensive Plan and therefore no new impacts are created.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

   **Staff finding:** The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact on the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

   **Staff finding:** The proposed amendment will not encourage sprawl. The amendment area is part of an existing planned development, with access to existing infrastructure.

PUBLIC NOTICE

On January 7, 2019, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes.
STAFF RECOMMENDATION
Staff recommends approval of the request to change the FLU designation of ±6.3 acres from Conservation to Mixed-Use Center, and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS
Exhibit A – Current Future Land Use Map
Exhibit B – Proposed Future Land Use Map
Exhibit C – Current Zoning Map
SUBJECT: (F16) First Reading - Ordinance No. 2019-12 - Second Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan (Case No. 18-40000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-12, approving the Second Amendment to the Woodhaven Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

SUMMARY: Planning Commission Action (01/24/19): Recommended Approval

The applicant, ICI Homes, is requesting the approval of the Second Amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to modify the landscape planting requirement for shade trees and understory trees in the 50-foot wide landscape buffer along Williamson Boulevard for Phase 1 (under construction), allow for either an 8-foot tall opaque PVC fence or a landscape buffer along I-95, to modify the buffer width along Pioneer Trail between Williamson Boulevard and I-95 from 400-feet to 200-feet, add language requiring six (6) additional acres of Conservation land be preserved in a future development phase within the overall PUD beyond the acreage shown on the CDP, and add language referencing the Subdivision Variance process from the Land Development Code to apply to future requests to modify the Williamson Boulevard landscape buffer.

The staff report is attached for more detail on each proposed change to the Woodhaven PUD MDA and CDP.

Project No.:  Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>2.</td>
<td>Exhibit 1 to Ordinance No. 2019-12</td>
</tr>
<tr>
<td>3.</td>
<td>Staff Report</td>
</tr>
<tr>
<td>Name</td>
<td>Status</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Penelope Cruz</td>
<td>Created/Initiated</td>
</tr>
<tr>
<td>Tim Burman</td>
<td>Approved</td>
</tr>
<tr>
<td>Shannon Balmer</td>
<td>Approved</td>
</tr>
<tr>
<td>Jake Johansson</td>
<td>Approved</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Woodhaven Planned Unit Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment to the Woodhaven Planned Unit Development Master Development Agreement and Conceptual Development Plan (attached hereto as Exhibit “1”).
Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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

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

Section 5. This ordinance shall become effective immediately upon adoption.

__________________________
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of ____________, 2019

Passed and adopted on second and final reading on the ____ day of ____________, 2019

Reviewed and Approved: ____________________________
Shannon K. Balmer, Assistant City Attorney
EXHIBIT "1"

SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the “City”) and CC WOODHAVEN, LLC, PIONEER INVESTMENTS OF PORT ORANGE, INC, and PIONEER COMMUNITY DEVELOPMENT DISTRICT (the “Owners”) and MHK OF VOLUSIA COUNTY, INC., (the “Owner/Developer”) whose address is 2379 Beville Road, Daytona Beach, FL 32119, shall constitute the second amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) herinafter referred to the Second Amendment.

WHEREAS, the City and Stanaki Partnership, a Florida general partnership (the “Prior Owner”) entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled “Stanaki Planned Unit Development Master Development Agreement”, recorded in Official Records Book 4213, Page 1610, Public Records of Volusia County, Florida (the “Original MDA”); and

WHEREAS, the City and Prior Owner entered into the “First Amendment to the Stanaki Planned Unit Development Master Development Agreement” (the “Amended MDA”), recorded in Official Records Books 4794, Page 4301, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the “Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan” (restated as the “Woodhaven Planned Unit Development Master Development Agreement”), recorded in Official Records Books 6939, Page 1453, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the “First Amendment to the Woodhaven Planned Unit Development Master Development Agreement” (the “First Amended MDA”), recorded in Official Records Books 7280, Page 1824, Public Records of Volusia County, Florida; and

WHEREAS, the property subject to this Second Amendment remains unchanged from that of Woodhaven MDA recorded in Official Records Book 7280, Page 1824, Public Records of Volusia County, Florida, and consists of approximately 983 +/- acres of real property located within the municipal limits of the City of Port Orange, Florida, a description of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the City, the Owners, and the Owner/Developer agree to amend the Woodhaven MDA Agreement by this Second Amendment to reflect the Comprehensive Plan amendment to adjust the area shown on the City’s Future Land Use Map as Conservation.
NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are hereby incorporated into this Second Amendment as if fully set forth herein.

2. This Second Amendment complies with the City’s Comprehensive Plan.

3. Woodhaven MDA, Exhibit B, Section G. Buffering and Landscaping: The third paragraph of this section under the subtitle “Perimeter Buffer”:

   Woodhaven shall maintain a 400-200-foot wide buffer/passive area along Pioneer Trail adjacent to the Mixed-use Pod (between S. Williamson Blvd. and I-95) identified on the City's Future Land Use Map as Conservation. Parking facilities and commercial structures shall not be permitted within this buffer area; however, pursuant to Future Land Use Element Policy 3.2.3, passive recreation uses (pedestrian paths, decks, and rail/fence features), stormwater retention ponds, signage, landscaping and similar uses may be permitted in this area.

4. Woodhaven MDA, Exhibit B, Section G. Buffering and Landscaping: The sub-section “Roadway Buffer” shall be amended and replaced in its entirety with the following:

   Roadway Buffer:

   Interstate I-95

   Woodhaven shall provide a landscape buffer not less than fifty (50) feet in width consisting of eight (8) shade trees, eight (8) understory trees, and sixty (60) shrubs per 100 linear feet along the development’s boundary with Interstate I-95 or install a minimum 8’ tall opaque fence along the development’s boundary with Interstate I-95.

   Williamson Boulevard Buffer:

   Except as otherwise stated herein, a 50-foot wide buffer consisting of eight (8) shade trees, eight (8) understory trees, and sixty (60) shrubs per 100 linear feet shall be located along the development’s boundary with South Williamson Boulevard.

   As to the Williamson Boulevard Buffer only, where unique considerations exist on a specific subdivision phase which do not reasonably permit installation of all landscape materials (shrubs, understory trees, and shade trees) required for a right-of-way landscape buffer by Chapter 13 (Landscaping and Buffers) of the Land Development Code (LDC), Owner/Developer may request a variance from requirements in Chapter 13 (Landscaping and Buffers) may be granted by the City Council, upon recommendation of the Planning Commission through the subdivision development plan approval process. The variance criteria used to evaluate the request shall be the criteria in Chapter 19 (Variance) of the LDC. Any approved reduction in landscape materials approved by the City Council shall be noted on the approved landscape plan.

   Williamson Buffer in Phase 1:

   Due to the grade difference between S. Williamson Boulevard in Phase 1 along with the drainage improvements located within the 50’ buffer area, the following will apply for
the S. Williamson Boulevard buffer in Phase 1. In lieu of the S. Williamson Boulevard buffer described above, in Phase 1 a 50-foot wide buffer consisting of sixty (60) shrubs per 100 linear feet shall be located along S. Williamson Boulevard. A 6’ tall opaque podocarpus hedge shall also be installed and established in the S. Williamson Boulevard right-of-way adjacent to Phase 1 through an approved and recorded agreement with Volusia County.

As part of the landscape improvements for Phase 1 a project entry feature shall be constructed within S. Williamson Boulevard right-of-way at the north limit of the PUD as general shown in Exhibit “C” of this Second Amendment. A building permit will be required to construct the signage, hardscape, and landscaping. The project entry feature shall be permitted prior to the 1st Certificate of Occupancy being issued in Phase 1.

5. Woodhaven MDA, Exhibit B, Section D. Open Space and Conservation: A new paragraph shall be added immediately following the first paragraph of the section:

“In addition to those areas shown on the CDP as “Conservation”, the Woodhaven PUD shall incorporate a minimum of six (6) additional acres of conservation land within the overall PUD.”

6. Woodhaven MDA, Exhibit C, Sheet 2: The Woodhaven Conceptual Development Plan is attached hereto and incorporated herein as Exhibit “B” of this Second Amendment, amended to reduce the buffer/passive area along Pioneer Trail adjacent to the Mixed-Use Pod, between S. Williamson Blvd. and I-95, from 400 feet to 200 feet deep, and subsequently increase the area of the adjacent Mixed-Use Pod.

7. Conformance With Laws: The Owners agrees that in developing the Woodhaven PUD Property the Owners or the Owners’ successors in interest shall be required:

   a. To develop the Woodhaven PUD Property according to all regulations of the City to the extent those regulations are not inconsistent with this Agreement.

   b. To be bound by all City codes and ordinances that are not in conflict with the provision of this Agreement.

8. Enforceability: If any provision of this Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Amendment unless the holding so states.

9. Prior Agreements: The Woodhaven Planned Unit Development Master Development Agreement (formerly known as the “Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development and Conceptual Plan”) recorded in Official Records Book 6939, Page 1453, and the First Amendment to the Woodhaven Planned Unit Development Master Development Agreement, recorded in Official Records Book 7280, Page 1824, shall continue in full force and effect except with respect to those matters specifically amended by this Second Amendment. With respect to those matters specifically amended, this Second Amendment shall govern.
10. **Police Power:** Nothing contained in this Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

11. **Effective Date and Expiration.**

   a. This Agreement shall be effective upon recording by the City at the Owners’ expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for this Agreement shall not take place until the Owners has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.

   b. Development of the Woodhaven PUD Property shall commence within five (5) years from the effective date of this Agreement and it shall be completed within thirty (30) years from the date of execution. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owners, Owner/Developer, and the City. The term “Development” shall have the meaning as set forth in the LDC.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

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

______________________________  Attest ______________________________
Printed Name                          Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___ day of ____________, 2019, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___ day of ____________, 2019, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take and an oath.

______________________________
Notary Public, State of Florida at Large
Signed, sealed and delivered in the presence of:

Witness 1

________________________________________
Print Name of Witness 1

Witness 2

________________________________________
Print Name of Witness 2

OWNER:

**CC WOODHAVEN, LLC**, a Florida limited liability company

**By: CC North Central, LLC**, a Florida limited liability company, its sole member

By: _____________________________

Morteza Hosseini-Kargar, President

Date: _____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me the ___ day of _____________, 2019, by Morteza Hosseini-Kargar, as President, of CC North Central, LLC, a Florida limited liability company, sole member of CC Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date
Signed, sealed and delivered in the presence of:

Witness 1

___________________________________
Print Name of Witness 1

Witness 2

___________________________________
Print Name of Witness 2

OWNER:
PIONEER INVESTMENTS OF PORT ORANGE, INC, a Florida Corporation

By: ____________________________
    Morteza Hosseini-Kargar, President

Date: ____________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me the ___ day of ____________, 2019, by Morteza Hosseini-Kargar, as President, of Pioneer Investments of Port Orange, Inc., a Florida Corporation. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date
Signed, sealed and delivered in the presence of:

__________________________________
Witness 1

__________________________________
Print Name of Witness 1

__________________________________
Witness 2

__________________________________
Print Name of Witness 2

OWNER:
PIioneer Community Development District

By:______________________________

Date: __________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me the ___ day of ____________, 2019, by ________________________, as ____________________, of Pioneer Community Development District. He/She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date
Signed, sealed and delivered in the presence of:

__________________________________________

Witness 1

__________________________________________

Print Name of Witness 1

__________________________________________

Witness 2

__________________________________________

Print Name of Witness 2

OWNER/DEVELOPER:
MHK OF VOLUSIA COUNTY, INC., a Florida corporation

By: ________________________________
Morteza Hosseini-Kargar, President

______________________________
Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me the ___ day of _____________, 2019, by Morteza Hosseini-Kargar, as President of MHK OF VOLUSIA COUNTY, INC., a Florida corporation. He is personally known to me and did not take an oath.

______________________________
Notary Public, State of Florida at Large

*Printed Name, Commission Seal and Term Expiration Date*
EXHIBIT “A”

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 1 of 4)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 584.60 FEET TO THE SOUTHWEST CORNER OF THE WEST ONE-HALF OF said SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1392.31 FEET TO THE NORTH-EAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22" E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2880, PAGE 0441, THENCE N 23°51'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 66° 38'52", AN ARC DISTANCE OF 1105.08 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 38°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 438.52 FEET TO THE ARC OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 62.63 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 10°17'50" E, ALONG THE EASTERNER RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.65 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31.435.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERAL NORTH-WESTERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°39'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 228.11 FEET, MORE OR LESS, TO THE WESTERN LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTH-EASTLY AND NORTHERLY, TO THE WESTERNER RIGHT-OF-WAY LINE OF 590.51 FEET SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 89°
EXHIBIT “A”

LEGAL DESCRIPTION

WOODHAVEN PLANNED UNIT DEVELOPMENT

(Please 2 of 4)

58'07" W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 628.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°52' 25" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERNLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE E 22°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 865.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T. HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 68°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTHEAST LINE OF BORROW PIT NO. 6; THENCE S 89°28'15" W, ALONG THE NORTHEAST LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WESTERNLY LINE OF BORROW PIT NO. 6; THENCE S 00°31'45" E, ALONG THE WESTERNLY LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTHERNLY LINE OF BORROW PIT NO. 6; THENCE N 89°26'15" E, ALONG THE SOUTHERLY LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EASTERNLY LINE OF BORROW PIT NO. 6; THENCE N 00°31'45" W, ALONG THE EASTERNLY LINE OF BORROW PIT NO. 6, 348.41 FEET; THENCE N 22°21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF A FORESAID 50.00 FOOT HAUL ROAD; THENCE N 68°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN ARC LENGTH OF 2817.05 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°18'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2054.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T. HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 89°30'26" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EASTERNLY LINE OF BORROW PIT NO. 5, 1400.92 FEET TO THE NORTHERLY LINE OF SAID BORROW PIT; THENCE S 88°46'28" W, ALONG THE NORTHERLY LINE OF SAID BORROW PIT, 400.00 FEET TO THE WESTERNLY LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTHERNLY LINE OF SAID BORROW PIT, 600.00 FEET TO THE SOUTHERLY LINE OF SAID BORROW PIT; THENCE N 88°46'28" E, ALONG THE SOUTHERLY LINE OF SAID BORROW PIT, 400.00 FEET TO THE EASTERNLY LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EASTERNLY LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIIONED 50.00 FOOT HAUL ROAD; THENCE N 89°30'26" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 322.12 FEET TO THE WESTERNLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79°01'40" W, A DISTANCE OF 502.40 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 06°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.06 FEET; THENCE S 84°37'22" W, A DISTANCE OF 170.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°54'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'34" W, A DISTANCE OF 696.51 FEET; THENCE N 79°05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:
EXHIBIT "A"

LEGAL DESCRIPTION

WOODHAVEN PLANNED UNIT DEVELOPMENT

(PAGE 3 OF 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF POLK, LAKELAND, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 1'11" 56' W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17'22" 20' W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 363.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54'20" 47', AN ARC DISTANCE OF 345.19 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF THE EAST LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, THENCE N 1'02" 39' W ALONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82'28" 32' W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 23'01" 57', AN ARC DISTANCE OF 173.65 FEET; THENCE S 0'35" 28' W, A DISTANCE OF 10.00 FEET; THENCE S 85'04" 48' W, A DISTANCE OF 601.33 FEET; THENCE S 85'04" 46' W, 124.35 FEET TO THE EASTERN INTERSTATE 95 (SR 91); THENCE S 0'08" 45' W, A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5914.85 FEET; THENCE ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 194.69 FEET; THENCE N 23'02" 58' W A DISTANCE OF 532.67 FEET; THENCE N 17'58" 25' W, A DISTANCE OF 853.30 FEET; THENCE N 13'59" 11' E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 9; THENCE S 0'01" 57' E, A DISTANCE OF 132.18 FEET; THENCE S 0'08" 56' E, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, 1834.12 FEET; THENCE S 89'37" 45' E, A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 0'06" 58' E, ALONG THE EAST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER, 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 85'57" 51' E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33 A DISTANCE OF 1305.02 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 0'00" 18' E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 0'08" 26' W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1305.02 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89'07" 25' E ALONG THE EAST LINE OF THE SOUTHWEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1305.02 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4; THENCE S 0'00" 0'55' E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.29 FEET; THENCE S 0'00" 0'55' E A DISTANCE OF 758.00 FEET; THENCE S 0'00" 0'55' E A DISTANCE OF 3823.39 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9; THENCE S 0'00" 0'55' E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1206 ACRES, MORE OR LESS
EXHIBIT “A”

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)

Less and Except the following property now part of the Doris Leeper Spruce Creek Preserve:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF INTERSTATE HIGHWAY 95:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 32, 800'34"37'0"E, 1,304.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 800'00"00"E, 1,324.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 800'00"00"E, 1,298.69 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 800'28"23"E, 1,306.90 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 800'23"46"E, 1,321.44 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 800'23"12"E, 979.77 FEET; THENCE 889°26'15"W, 2,062.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (STATE ROAD 9), SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 5,994.65 FEET, A CENTRAL ANGLE OF 13°41'21" AND A CHORD BEARING OF N10°32'46"W; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, 1,410.74 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°02'27"W, 5,326.34 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N18°20'58"W, 853.30 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°32'28"E, 501.56 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, 889°57'32"E, 887.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, 800'261"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, 889°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, 800'25'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225,000 ACRES, MORE OR LESS.
EXHIBIT “B”

WOODHAVEN CONCEPTUAL DEVELOPMENT PLAN
1. Pursuant to Future Land Use Element Policy 3.2.3, passive recreation uses (pedestrian paths, decks, and rail/fence features), one secondary access to Pioneer Trail, stormwater retention ponds, signage, landscaping and other similar uses are permitted within the Conservation designation along the north side of Pioneer Trail between South Williamson Boulevard extension and I-95.

2. Potential roadway access locations are graphically depicted on the PUD Conceptual Development Plan. The final locations, number and types of access are subject to final design and permitting up South Williamson Boulevard and the adjacent development.

3. The Open Space designation is shown as generalized areas and subject to change based on wetland survey, design and engineering, and permitting.

4. Compliance with the environmental preservation code may necessitate modification of the Conceptual Development Plan.

5. The acreage of each development pod listed in the Table 1 includes open space, stormwater ponds, roadways, buffers, and infrastructure.
EXHIBIT “C”
WOODHAVEN NORTH BOUNDARY ENTRY FEATURE
INTRODUCTION
The applicant is requesting the proposed Second Amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to modify the landscape planting requirement for shade and understory trees in the 50-foot wide landscape buffer along Williamson Boulevard for Phase 1, allow for either an 8-foot tall opaque PVC fence or a landscape buffer along I-95, to reduce the buffer width along Pioneer Trail between Williamson Boulevard and I-95 from 400-feet to 200-feet, add language requiring six (6) additional acres of Conservation land be preserved within the overall PUD beyond the acreage shown on the CDP, and add language referencing the Land Development Code Subdivision Variance process for future request to modify the Williamson Boulevard landscape buffer.

The subject MDA and CDP amendment is consistent with the proposed Future Land Use (FLU) Map Amendment (Case No. 18-20000007) being processed to change the FLU designation of ±6.3-acres along Pioneer Trail between Williamson Boulevard and I-95 from Conservation to Mixed-Use Center. The FLU amendment is needed to reduce the Pioneer Trail landscape buffer width from 400-feet to 200-feet.
DISCUSSION
The following is an analysis of the requested deviations from the Land Development Code (LDC) or changes to the Woodhaven Master Development Agreement (MDA) and Conceptual Development Plan (CDP) proposed in the Second Amendment.

Williamson Boulevard Buffer
The applicant is requesting language specific to Phase 1 that would not require shade trees or understory trees to be installed within the 50-foot wide landscape buffer along Williamson Boulevard in Phase 1. According to the applicant, the general location of the 50-foot wide landscape buffer is ±6-feet below Williamson Boulevard and a majority of the buffer area includes a portion of the subdivision’s stormwater system. In lieu of installing trees in the Phase 1 Williamson Boulevard landscape buffer, the developer is proposing to install an entry feature (signage and landscaping) at the north boundary to the Woodhaven development within the Williamson Boulevard right-of-way.

According to the applicant, if the PUD amendment is approved, the design of Phase 1 along Williamson Boulevard will consist of a landscaped/gated entry feature into Phase 1, along with a podocarpus hedge (minimum 6-foot tall opaque after 1 to 2 planting season). The applicant states that the request to not install trees within the Williamson Boulevard buffer is due to the grade change which would create a challenge to physically install the trees and will result in lack of screening at the sight level of passing motorist and pedestrians. The applicant has planted podocarpus adjacent to the Williamson Boulevard right-of-way where the ground level (elevation) is similar to the ground level of the road. Within a planting season or two the podocarpus hedge will exceed 6-foot tall and fill in to create a continuous, dense, evergreen living wall.

The applicant believes that putting a design focus into the entry feature of the subdivision and entry feature into the PUD development (north end) would provide a more impactful design for the PUD than installing trees that would not be visible from the roadway for a number of years.

Figure 2. Entry on Williamson Boulevard at north end of PUD
**I-95 Buffer**

The applicant is requesting to have the option to install an 8-foot tall opaque PVC fence or a landscape buffer adjacent to I-95. The current MDA only requires a landscape buffer to be installed adjacent to I-95. The proposed amendment adds the option for either an 8-foot tall fence or landscaping to be installed in the 50-foot wide common area. The requirement to maintain a 50-foot wide common area between I-95 will still be required.

According to the applicant, the ability to install a fence adjacent to I-95 will provide a uniform, solid screening from I-95 compared to a typical landscape buffer. The amendment would allow for the developer to choose between the installation of a fence or landscaping (trees and shrubs) depending on the type of development built adjacent to I-95 in the Woodhaven PUD. The applicant states that the intent of the 50-foot wide landscape buffer in the Second Amendment and Restatement of the Woodhaven PUD was to screen I-95 from developed properties in the PUD. However, after Phase 1 (residential subdivision) was completed, the applicant believes that an 8-foot tall PVC fence would provide a uniform, opaque screening for the single-family lots adjacent to I-95 than a typical landscape buffer.

![Figure 3. Location map showing general location of 8-foot fence.](image)

The developer has already installed the 8-foot tall PVC fence along the boundary of Phase 1 adjacent to I-95 and understands that if the proposed amendment is not approved the required landscaping in the 50-foot wide buffer would need to be installed.
Subdivision Variance Provision
The applicant is requesting to add language in the MDA to allow deviations from the Williamson Boulevard right-of-way landscape buffer to be processed as a subdivision variance instead of having to process a PUD amendment. The applicant states that there are portions of the PUD that Williamson Boulevard traverses where the roadway is elevated at least 6-feet above the grade of the future development sites in the PUD. According to the applicant, there are anticipated landscape buffer design issues that may arise with future phases in the PUD due to the road elevation of Williamson Boulevard. The proposed amendment adds the standard language regarding subdivision variances from the LDC so that future phases of the Woodhaven PUD have the option to apply for a Subdivision Variance if needed and follow the Subdivision Variance review process provided for in the LDC.

Similar to the approval of a subdivision plat and plan development application, a subdivision variance requires a recommendation by Planning Commission and approval by the City Council. The variance criteria used to evaluate the request will be the variance criteria in the LDC. The subdivision variance would only apply to the number and location of trees and shrubs. The required width of the buffer would not be subject to the subdivision variance.

Pioneer Trail Buffer
The applicant is requesting to have the landscape buffer and building setback along Pioneer Trail between Williamson Boulevard and I-95 reduced from 400-feet to 200-feet wide. The requirement for the 400-foot wide buffer along Pioneer Trail was approved as part of the Second Amendment and Restatement of the Woodhaven PUD to be consistent with the 2009 FLU amendment adopted for the Woodhaven PUD project. During the review of the FLU amendment, the City of New Smyrna Beach requested the future Woodhaven Mixed-Use node be buffered with a minimum 400-foot wide landscape buffer along Pioneer Trail, between Williamson Boulevard and I-95.

In July 2018, the City of New Smyrna Beach approved the Shell Pointe Colony PUD, on the south side of Pioneer Trail, directly across from the Woodhaven PUD. The Shell Pointe Colony PUD was approved with a requirement to install a minimum 25-foot wide landscape buffer along Pioneer Trail and a minimum 200-foot building setback from Pioneer Trail.

The applicant is requesting the amendment to adjust the landscape buffer and building setback requirement along Pioneer Trail to be 200-feet wide so they are similar to the requirements for property on the south side of Pioneer Trail. According to the applicant, the significant difference between the buffer and building setback requirements could put the Port Orange property at a disadvantage in attracting commercial tenants.

The proposed 200-foot wide landscape buffer and building setback would exceed the minimum landscape buffer and building setback required by the LDC along Pioneer Trail. The LDC requirement for Pioneer Trail is a 20-foot wide landscape buffer and building setback and the proposed landscape buffer and building setback in the MDA would be 200-feet wide.

As requested by the Planning Commission at the January 2019 public hearing, the applicant has further amended the MDA to add language requiring six (6) additional acres of Conservation land (equal to the proposed 200-foot wide buffer area reduction) be preserved within the overall PUD beyond the acreage shown on the CDP. This addition guarantees that there is no loss of open space or conservation land by the proposed amendment.

RECOMMENDATION
Staff recommends approval of the Second Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan.
SUBJECT: (F17) First Reading - Ordinance No. 2019-13 - Amending Chapter 2, Article VI, Section 2-273 of the Code of Ordinances, Finance

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance 2019-13, amending Chapter 2, Article VI of the Code of Ordinances, Finance

SUMMARY: On Tuesday, January 22nd during City Manager Comments, the City Manager indicated to Council that he was interested in revisiting this section of the Code of Ordinances. Specifically, staff was interested in amending Chapter 2 (Administration), Article VI (Finance), Division 2 (Purchase and Sale Procedures), Section 2-273 (Additional Regulations and Procedures).

This section requires the City Manager to obtain approval before making any changes to the purchasing policy manual. However, most administrative policies are under the purview of the City Manager. In addition, the manual is only a tool to help staff understand how to carry out the purchasing code that has already been approved by the City Council. Many of the proposed changes to the purchasing manual are written either to keep it in line with the changes approved by Council, to clarify direction of the city manager within his authority or to fix unintended errors in the language.

The proposed change will bring this section into conformity with the majority of the city code by allowing the City Manager or his designee to make changes to the purchasing manual that are consistent with the Council's adopted purchasing ordinance. The current ordinance already clearly separates the authority of the council from that of the City Manager and this change allows the City Manager to carry out the administrative function of the City.

Project No.: Funding Account No.: 

Presenter: Alan Rosen

ATTACHMENTS:


Alan Rosen Created/Initiated - 01/23/2019
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<td>Lori Bockelman</td>
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<td>01/25/2019</td>
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<tr>
<td>Margaret Roberts</td>
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<td>02/06/2019</td>
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<td>Jake Johansson</td>
<td>Approved</td>
<td>02/06/2019</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval</td>
<td>02/06/2019</td>
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ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV, DIVISION 2, SECTION 2-273 RELATING TO FINANCE PURCHASE AND SALE PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the City Manager’s authority to prepare regulations and procedures for the Purchasing Division, as established in the Code of Ordinances, so long as not inconsistent with Federal law, Florida Statutes, and the City of Port Orange municipal code; and

WHEREAS, the City Council recognizes the need for efficient and effective administrative policies for conducting the business of the City; 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 Section 2-273 of the Code of Ordinances to read as follows:

Sec. 2-273. – Additional regulations and procedures.

The city manager, or his designee, is hereby authorized to prepare any written regulations and procedures not inconsistent with provisions of this article which he may deem to be necessary for the implementation of this article. Such regulations and procedures shall become effective if and when approved by the city council.
SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

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

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

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

______________________________
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of ________, 2019

Passed and adopted on second and final reading on the day of ____________, 2019

Reviewed and Approved: __________________________
Shannon K. Balmer, Assistant City Attorney
CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/19/2019

Consent item: No

SUBJECT: (F18a) Release of six easements to Gatlin Two, LLC

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the release of the following easements:
- Tree Conservation Easement
- Access, Maintenance & Drainage Easement
- Ingress & Egress Easement
- Perpetual Access, Maintenance & Drainage Easement
- On-Site Utilities & Facilities Easement
- Temporary Access, Utilities & Drainage Easement

The easements required to support the design of the Bella Oaks Subdivision can be dedicated as part of the subdivision plat. The proposed Bella Oaks Subdivision Plat has been prepared with all the easements required by the Land Development Code.

SUMMARY: Staff has received an Easement Release application for the following easements over portions of the Bella Oaks property located on the west side of Clyde Morris Boulevard, between Colony in the Woods Mobile Home Park and Pickwick Mobile Home Park:

1) Tree Conservation Easement
2) Access, Maintenance & Drainage Easement
3) Ingress & Egress Easement
4) Perpetual Access, Maintenance & Drainage Easement
5) On-Site Utilities & Facilities Easement
6) Temporary Access, Utilities & Drainage Easement

The existing easements were established by easement documents recorded in 2007 as part of a site plan for a residential project that was not built. The current property owner has requested to subdivide the ±18.21-acre site into a 138-lot multi-family townhome subdivision (Bella Oaks Subdivision), along with tracts for tree preservation, stormwater retention, private roads, and open space and required easements for drainage, tree conservation, utilities, and ingress/egress. The developer is requesting the existing easements to be released so the easements required to support the design of the Bella Oaks Subdivision can be dedicated as part of the subdivision plat. The proposed Bella Oaks Subdivision Plat has been prepared with all the easements required by the Land Development Code.

The easement release application and legal descriptions have been reviewed for completeness and accuracy. The replacement easements have been verified for proper location through Bella Oaks Subdivision Plat and Plans review. City departments have reviewed the Easement Release application and Bella Oak Subdivision Plat & Plans and have no outstanding concerns. The easements may be released to the extent that they are being replaced as needed through the recording of the Bella Oaks Subdivision.
Plat.

Project No.: Funding Account No.: Presenter:

ATTACHMENTS:

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Melanie Schmotzer Created/Initiated - 01/31/2019
Lisa Epstein Approved - 01/31/2019
Margaret Tomlinson Approved - 01/31/2019
Tim Burman Approved - 02/04/2019
Shannon Balmer Approved - 02/06/2019
Jake Johansson Approved - 02/06/2019
Robin Fenwick Final Approval - 02/07/2019
CASE SUMMARY
CASE NO. 19-35000001
BELLA OAKS – RELEASE OF EXISTING EASEMENTS

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<td>Staff Contact: L. Epstein</td>
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<td>Applicant's Name: STORCH LAW FIRM</td>
<td>Owner's Name: GATLIN TWO, LLC</td>
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<tr>
<td>Applicant's Address: 420 South Nova Road Daytona Beach, FL 32114</td>
<td>Owner's Address: 420 South Nova Road Daytona Beach, FL 32114</td>
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<td>Description of Request: Release existing easements to facilitate proposed plat approval</td>
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SUMMARY OF EVENTS:
- Application received
- Advertised in News Journal
- CC approved request
- Quit claim sent to applicant/owner

CITY COUNCIL MEETING DATE: RESOLUTION NO.:

COMMENTS: 
Case No.: 19-35000001
Requested Action: To obtain releases of existing easements to facilitate proposed plat approval.

Applicant: STORCH LAW FIRM
GATLIN TWO, LLC

Location: 4068 Carlisle Drive

Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF PORT ORANGE
Department of Community Development
Engineering Division

105 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32128 PHONE (386) 568-5800 FAX (386) 568-5850 www.port-orange.org

EASEMENT RELEASE APPLICATION

Applicant: Storch Law Firm
Address: 420 South Nova Road, Daytona Beach, Florida 32114
Phone: 386-234-8838 Fax: 386-234-8838 Email: 9em@storchlawfirm.com

Property Owner(s): Gaffin Two, LLC
Address: Same as Applicant
Phone: Same as Applicant Fax: Same as Applicant Email: Same as Applicant

Subject Property Address: 405th Carlisle Drive, Port Orange

Subdivision Name: Bella Oaks Subdivision
Lot Number: Parcel No.: 6306-20-02-0020

Legal Description of the proposed easement release area (Provide a separate attachment if necessary): See Attached Cover Letter

Purpose for the proposed easement release:
Release existing easements to allow for subdivision plat approval

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement release area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of $250.00
5. The completed original application form (notarized signatures required on Page 2)
I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Applicant Signature: ___________________________ Date: 1/15/19

Property Owner Signature: ___________________________ Date: 1/15/19

Property Owner Signature: ___________________________ Date: ___________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ________________, 2019, by ________________, who is personally known to me or who has produced ___________________________ as identification and who did (did not) take an oath.

Notary Public Commission No.: ___________________________

(Provide a separate attachment for additional properties if necessary)
GATLIN TWO LLC

Parcel

Short Parcel Id
Property Location
PC Code
Total Bldgs
Neighborhood
Business Name

Aftkey: 3589459

Parcel Id: 630000000070
4068 CARLISLE DR, PORT ORANGE, 32129
0000 - VACANT RES
0
3875 - TWP 15 RNG 33 SEC 31

Primary Owner

Owner
GATLIN TWO LLC

In Care Of
936 JOHN ANDERSON DR
ORMOND BEACH FL 32176

All Owners

# | Owner 1 | Owner 2 | Owner % | Owner Type(s)
---|---------|---------|---------|----------------
0 | GATLIN TWO LLC | | 100 | FS - Fee Simple

Legal

Millage Group
402-PORT ORANGE

Legal Description
06 16 33 S 220 FT & E 32.5 OF N 110 FT OF S 1/2 OF SW 1/4 OF SW 1/4 OF SE 1A & 07 16 33 S 1/2 OF SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 OF NE 1/4 PER OR 4383 PG 3629 PER OR 5855 PG 0707

Map TWP-RNG-SEC
16 - 33 - 06

Subdivision-Block-Lot
00 - 00 - 0070

Date Created
30-DEC-81

Year Annexed
2006

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County Links

Property Tax Bill
CLICK HERE

Link to Permits
CLICK HERE

Other Links

WARRANTY DEED

This WARRANTY DEED, dated 06/02/2006 by

JOHN W. REYNOLDS, a single person

whose post office address is:

4068 Carisle Drive, Daytona Beach FL 32119

hereinafter called the GRANTOR,

unto the GRANTEE, a Florida Limited Liability Company

whose post office address is:

936 John Anderson Drive, Ormond Beach, FL 32176

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and their legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargain, sells, alienates, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Volusia County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2006 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seised of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Witneses

[Signatures]

Witnese F Signature: [Signature]

Witnese F Print Name: [Print Name]

Witnese 2 Signature: [Signature]

Witnese 2 Print Name: [Print Name]

State of Florida

County of Volusia

I am a notary public of the state of Florida, and my commission expires: 01/01/2009.

THE FOREGOING INSTRUMENT was acknowledged before me on 06/02/2006, by:

JOHN W. REYNOLDS, a single person

who is personally known to me or who has produced drivers license as identification.

[Signature]

Christine R. Madine Notary Public
EXHIBIT "A"

A portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, being more particularly described as follows: North 1/2 of the following described property; Commence at the Southwest corner of said Section 6; thence South 89 degrees 35 minutes 25 seconds East along the South line of Section 6 for a distance of 2640 feet; thence North 00 degrees 24 minutes 35 seconds East a distance of 220 feet to the point of beginning of the following described parcel; thence South 89 degrees 35 minutes 25 seconds East a distance of 660 feet to a point; thence North 89 degrees 35 minutes 25 seconds West a distance of 660 feet to a point; thence North 00 degrees 24 minutes 35 seconds East a distance of 115 feet to the point of beginning.
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Volusia County
2018 Paid Real Estate

PROPERTY ADDRESS: 4068 CARLISLE DR, PORT ORANGE, 32129

LEGAL DESCRIPTION: 05 16 35 S 220 FT & E 32.5 OF N 110 FT OF S 1/2 OF SW 1/4 OF SW 1/4 OF SE 1/4 & 50 16 33 N
See Additional Legal on Tax Roll

PROPERTY ADDRESS: 936 JOHN ANDERSON DR

PARCEL: 630600000070

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

AD VALOREM TAXES

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TOTAL MILLAGE RATE: 18.7720
TOTAL TAXES: $1,181.30

NON-AD VALOREM ASSESSMENTS

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TOTAL ASSESSMENTS: $1,181.30
TOTAL COMBINED TAXES AND ASSESSMENTS: $1,181.30

RETURN WITH PAYMENT

Volusia County Tax Bill
2018 Paid Real Estate

Pay online at volusia.county-taxes.com
Phone: 386-736-5938
Revenue@volusia.org

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

PUBLIC SITE
Paid 12/18/2018 Receipt # PT-1-18-0061212 $1,145.86 Effective Date 12/17/2018
Re: Bella Oaks Subdivision Plat

Release of City Easements

Dear Lisa:

As discussed, I have enclosed a completed Easement Vacation Application to request release of the below City easement interests. It is my understanding that this request will allow the Bella Oaks Subdivision Plat to proceed to final approval before the City Council:

- Tree Conservation Easement recorded at Book 6055, Page 4331, Public Records of Volusia County, Florida.
- Access, Maintenance and Drainage Easement recorded at Book 6055, Page 4338, Public Records of Volusia County, Florida.
- Ingress and Egress Easement recorded at Book 6055, Page 4342, Public Records of Volusia County, Florida.
- Perpetual Access, Maintenance and Drainage Easement recorded at Book 6055, Page 4346, Public Records of Volusia County, Florida.
- On-Site Utilities and Facilities Easement recorded at Book 6055, Page 4352, Public Records of Volusia County, Florida.
- Temporary Access, Utilities and Drainage Easement recorded at Book 6055, Page 4356, Public Records of Volusia County, Florida.

Please let me know if you need any other documents for this request. I tried to include all relevant attachments even though some of the listed items do not seem applicable to this type of request.

Kindest regards,

A. Joseph Posey

GDS/ajp
Enclosure

cc: Shannon Balmer, Assistant City Attorney

420 South Nova Road • Daytona Beach, Florida 32114
(386) 238-8383 • (386) 238-0988 (fax)
Website: www.storchlawfirm.com
RELEASE OF TEMPORARY ACCESS, UTILITIES, AND DRAINAGE EASEMENT

THIS Release of Temporary Access, Utilities, and Drainage Easement is made this _ day of ___, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

WITNESSETH:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City a Temporary Access, Utilities, and Drainage Easement that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4356, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4356 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the easement, on the attached Exhibit “B” will not adversely impact the construction of utilities on the Property as any future development will be required to comply with construction and easement obligations related to utilities in accordance with the City of Port Orange Land Development Code.
NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit “B.”

IN WITNESS WHEREOF, the City, has executed this Release of the Temporary Access, Utilities, and Drainage Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: __________________________
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF TEMPORARY ACCESS, UTILITIES AND DRAINAGE EASEMENT was acknowledged before me this _____ day of ________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF TEMPORARY ACCESS, UTILITIES AND DRAINAGE EASEMENT was acknowledged before me this _____ day of ________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
EXHIBIT A

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY, THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
REPORT OF SKETCH OF DESCRIPTION
Temporary Blanket Utility Statement
Being a portion of the Southwesterly 1/4 of the Southwest 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

Sketch of Description:
See Sketch of Description being a portion of the Southwest 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

This report of sketch of description and numbered sheets of description is not valid without the signature and original seal of a Florida licensed surveyor and mapper, which shall be found at the end of this report. The sketch will require two full and complete without the seal. The sketch is not an actual boundary survey.

DESCRIPTION: The following described properties being subject to a Temporary Blanket Utility Statement for underground and aboveground utilities and facilities together with all appurtenances and rights incidental thereto, including the right of ingress and egress, to be granted by Garcia, B, L.C., a Florida Limited Liability Company, in favor of The City of Port Orange, Florida, said property being more particularly described as follows:

PARCEL "A":
A portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Parcel "A" is a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, ascertained and located by the South Line of Section 6, Township 16 South, Range 33 East, running along the South Line of Section 6 South 84 degrees 59 minutes 25 seconds East a distance of 266.00 feet in the thirtieth part point west of the West line of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, thence North 00 degrees 24 minutes 35 seconds East a distance of 213.00 feet; thence South 89 degrees 25 minutes 23 seconds East a distance of 660.00 feet; thence South 00 degrees 24 minutes 35 seconds West a distance of 110.12 feet; thence North 89 degrees 25 minutes 23 seconds West a distance of 660.00 feet to a point on the West line of the Northwest 1/4 of Section 7, Township 16 South, Range 33 East, thence North 00 degrees 24 minutes 35 seconds East along said West line a distance of 266.00 feet to the Point of Beginning. Containing 1.53 acres more or less.

AND PARCEL "B":
The Easterly 32.50 feet of the Northerly 110.50 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: At a point of reference from the Northwest corner of Section 6, Township 16 South, Range 33 East, run thence along the South Line to the South of Section 6, thence 89 degrees 35 minutes 25 seconds West a distance of 266.00 feet to a point on the West Line of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, thence North 00 degrees 24 minutes 35 seconds East along said West line a distance of 213.00 feet; thence South 89 degrees 25 minutes 23 seconds East a distance of 660.00 feet; thence South 00 degrees 24 minutes 35 seconds West a distance of 110.12 feet; thence North 89 degrees 25 minutes 23 seconds West a distance of 660.00 feet to a point on the West line of the Northwest 1/4 of Section 7, Township 16 South, Range 33 East, thence North 00 degrees 24 minutes 35 seconds East along said West line a distance of 266.00 feet to the Point of Beginning. Containing 1.53 acres more or less.

EXHIBIT "B"
RELEASE OF ON-SITE UTILITIES AND FACILITIES EASEMENT

THIS Release of On-Site Utilities and Facilities Easement is made this day of __________, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

W I T N E S S E T H:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City an On-Site Utilities and Facilities Easement that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4352, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4352 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the easement, on the attached Exhibit “B” will not adversely impact the operation and maintenance of utilities and facilities on the Property as any future development will be required to comply with easement obligations set forth in the City of Port Orange Land Development Code.
NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit "B."

IN WITNESS WHEREOF, the City, has executed this Release of the On-Site Utilities and Facilities Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: ________________________________
Printed Name: ________________________________

Witness: ________________________________
Printed Name: ________________________________

Witness: ________________________________
Printed Name: ________________________________

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: ________________________________
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF ON-SITE UTILITIES AND FACILITIES EASEMENT was acknowledged before me this ___ day of ____________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF ON-SITE UTILITIES AND FACILITIES EASEMENT was acknowledged before me this ___ day of ____________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
EXHIBIT A

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY; THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887; PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 650.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
EXHIBIT "B"

REPORT OF SKETCH OF DESCRIPTION
Perpetual Utilities and Facilities Easement

Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

Date: January 23, 2007

Sketch of Description:

See Sketch at Description. Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

This report of sketch of description and attached sketch of description is void without the signature and official raised seal of a Florida licensed surveyor and mapper, which can be found at the end of this report. The sketch and report are not full and complete without the other.

The sketch is not an actual Boundary Survey.

DESCRIPTION: Perpetual Utilities and Facilities Easement for underground and above ground utilities and facilities together with all appurtenances and rights thereto necessary, including the right of ingress and egress, to be granted by Gatlin B, LLC, a Florida Limited Liability Company, in favor of City of Port Orange, Florida.

Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida being more particularly described as follows:

Commencing at a point being a four inch by four inch concrete monument and the Southeast corner of Parcel Number: 6307-00-00-0050, said parcel being referred to as Parcel "A" as described in Official Records Book 3855, Page 653, thence run along the East line of said Parcel 1 N00°24'35"W, a distance of 640 feet from the Point of Beginning of the following described Perpetual Utilities and Facilities Easement: thence run S00°24'35"E, a distance of 36.47 feet; thence N89°35'15"W, a distance of 18.98 feet; thence S89°35'15"E, a distance of 21.42 feet; thence N89°35'12"W, a distance of 194.61 feet; thence S89°35'12"E, a distance of 193.63 feet; thence N89°35'15"W, a distance of 89.79 feet; thence S89°35'15"E, a distance of 118.46 feet; thence N89°35'15"W, a distance of 10.99 feet; thence N00°24'35"E, a distance of 11.24 feet; thence S00°24'35"W, a distance of 589.36 feet; thence N00°24'35"E, a distance of 34.31 feet; thence S00°24'35"W, a distance of 65.83 feet; thence N00°24'35"E, a distance of 38.85 feet; thence S00°24'35"W, a distance of 673.93 feet to the Point of Beginning.

Limitations: As described herein and as more particularly described in the attached sketch of description, and described Perpetual Utilities and Facilities Easement for underground and above ground utilities and facilities together with all appurtenances and rights thereto necessary, including the right of ingress and egress, to be granted by Gatlin B, LLC, a Florida Limited Liability Company, in favor of City of Port Orange, Florida.

Prepared for:

JAMES MARTIN BUNN
PROFESSIONAL SURVEYOR, INC.

Surveys and Maps prepared by:

JAMES MARTIN BUNN
PROFESSIONAL SURVEYOR, INC.

Affidavit:

I, James Martin Bunn, a Florida Professional Surveyor and Mapper, and holder of License Number 5816, having personally examined the sketch and description of the property described above, do hereby certify that the sketch and description thereof have been prepared and are true and correct to the best of my knowledge, information, and belief, and in the matter of which I am qualified as a Florida Professional Surveyor and Mapper, and that the same is true, correct, and in accordance with the truth and accuracy of the same, in all respects.

I hereby certify that the sketch of description of the subject property is true and correct to the best of my knowledge, information, and belief as prepared under my supervision on the date shown herein. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 61G17-4, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications herein above.

Signed: __________________________ DATE SIGNED: 01/23/2007
JAMES MARTIN BUNN PROFESSIONAL SURVEYOR, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 7027

211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-0998
SKETCH OF DESCRIPTION

Perpetual Utilities and Facilities Easement

A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007

SEE REPORT OF SKETCH OF DESCRIPTION

Perpetual Utilities and Facilities Easement

A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007

THIS SKETCH OF DESCRIPTION AND ATTACHED REPORT OF SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND Mapper WHICH CAN BE FOUND ON THE REPORT.

THE SKETCH AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

THIS SKETCH IS NOT AN ACTUAL BOUNDARY SURVEY.

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JAMES MARVIN BUNN PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7037
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-0998
Portion of Parcel No. 6306-00-00-0070

Cross Reference to Instrument No. 2007-104984
Official Records Book 6055 Page 4346

RELEASE OF PERPETUAL ACCESS, MAINTENANCE AND DRAINAGE
EASEMENT

THIS Release of Perpetual Access Maintenance and Drainage Easement is made this ______ day of _________________, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange Fl 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

WITNESSETH:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City a Perpetual Access Maintenance and Drainage Easement that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4346, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4346 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the Easement, on the attached Exhibit “B” will not adversely impact the operation and maintenance of the drainage utilities as any future development will be required to comply with with the City of Port Orange Land Development Code.
NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit “B.”

IN WITNESS WHEREOF, the City, has executed this Release of the Perpetual Access Maintenance and Drainage Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: ____________________________
Printed Name: _______________________

Witness: ____________________________
Printed Name: _______________________

Witness: ____________________________
Printed Name: _______________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF PERPETUAL ACCESS MAINTENANCE AND DRAINAGE EASEMENT was acknowledged before me this _____ day of ______________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF PERPETUAL ACCESS MAINTENANCE AND DRAINAGE EASEMENT was acknowledged before me this _____ day of ______________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
EXHIBIT A

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S 89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N 00°12'07"E, 220.00 FEET; THENCE S 89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY; THENCE S 03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 200.86 FEET; THENCE S 18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887; PAGE 2758; THENCE S 00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S 00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N 89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N 00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
EXHIBIT "B"

REPORT OF SKETCH OF DESCRIPTION

James Marvin Benson Professional Surveyor, Inc.
2912 W. New Smyrna Beach Blvd.
New Smyrna Beach, Florida 32168
(386) 424-0998

New Smyrna Beach, Florida, January 23, 2007

I. DESCRIPTION:

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 16 North, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

II. SKETCH OF DESCRIPTION:

The sketch of sketch of description is not full and complete without the signature and original seal of a Florida licensed surveyor and mapper, which can be found at the end of this report. The sketch and report are not full and complete without the other.

The sketch is not a Boundary Survey.

III. ACCESS, MAINTENANCE & DRAINAGE EASEMENTS:

A portion of SW 1/4 of the SE 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

The report of sketch of description and related sketch of description is not full and complete without the signature and original seal of a Florida licensed surveyor and mapper, which can be found at the end of this report. The sketch and report are not full and complete without the other.

The sketch is not a Boundary Survey.
REPORT OF SKETCH OF DESCRIPTION (continued)
Access, Maintenance & Drainage Easement
A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007

THIS SKETCH OF DESCRIPTION AND ATTACHED REPORT OF SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON THIS REPORT. THE SKETCH AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER. THIS SKETCH IS NOT AN ACTUAL BOUNDARY SURVEY.

Description: Legal description prepared by the undersigned at the request of Valley of Coast, LLC. owner.

Bearing Reference: Bank of Trust being the East line of Parcel Number: G0004-0004-0004, said to being referred to as Parcel "A" as described in Official Records Book 0005, page 001, as being N00'14'35"E.

Limitations:
1. Subject to restrictions, easements, covenants, conditions and rights of way, if any, appearing of record.
2. This sketch prepared without the benefit of an existing and no field work has been performed or provided.
3. This sketch is subject to any facts that may be disclosed by a full and accurate title search.
4. Underground utilities and features not located.

Prepared for: Tom Valley
Surveyor and Mapper in Responsible Charge:
James Marvin Bunn
Professional Surveyor and Mapper License Number 1948

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information and belief as prepared under my supervision on the date shown herein. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 591-5.144, as adopted by the Florida Board of Professional Surveyors and Mappers. Pursuant to Florida Statutes Ch. 672.627, subject to the certifications made hereon.

Signed: ___________________________ DATE SIGNED: 01/23/2007
JAMES MARVIN BUNN PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7037
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-8998

Seal:
Access, Maintenance & Drainage Easement
A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007
SHEET 2 of 4
SKETCH OF DESCRIPTION (LINE CHART)

A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007

SEE REPORT OF SKETCH OF DESCRIPTION
Access, Maintenance & Drainage Easement
A portion of SW ¼ of the SE ¼ of Section 6, T 16 S, R 33 E
And A portion of NW ¼ of the NE ¼ of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 23, 2007

THIS SKETCH OF DESCRIPTION AND ATTACHED REPORT OF SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON THE REPORT. THE SKETCH AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER. THIS SKETCH IS NOT AN ACTUAL BOUNDARY SURVEY.

Prepared By:
JAMES MARVIN BUNN PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7037
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-0998
Sketch of Description

Access, Maintenance & Drainage Easement

A portion of SE 1/4 of Section 6, T 16 S, R 33 E
And A portion of NW 1/4 of the NE 1/4
of Section 5, T 16 S, R 33 E

Volusia County, Florida
Dated January 23, 2007

This Sketch of Description and Attached Report of Sketch of Description
is not valid without the signature and original raised seal of a Florida
Licensed Surveyor and Mapper which can be found on the report.
This Sketch and Report are not full and complete without the other.
This Sketch is not an actual boundary survey.

Point-of-Commencement
4"x4" Concrete Monument
SE corner Parcel: 06307-00-00-0050
"Parcel 1" Per O.R. Book 5835, Pg. 863

Point-of-Beginning
Access, Maintenance & Drainage Easement

Certificate of Authorization Number 79137
NEW SMYRNA BEACH, FLORIDA 32169
(386) 740-0996
RELEASE OF ACCESS MAINTENANCE AND DRAINAGE EASEMENT

THIS Release of Access Maintenance and Drainage Easement is made this day of __________, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

WITNESSETH:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City Access Maintenance and Drainage Easement, that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4338, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4338 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the easement, on the attached Exhibit “B” will not adversely impact the operation and maintenance of drainage facilities on the Property as any future development will be required to comply with easement obligations set forth in the City of Port Orange Land Development Code.
NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit "B."

IN WITNESS WHEREOF, the City, has executed this Release of the Access Maintenance and Drainage Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF ACCESS MAINTENANCE AND DRAINAGE EASEMENT was acknowledged before me this ____ day of ____________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF MAINTENANCE AND DRAINAGE EASEMENT was acknowledged before me this ____ day of ____________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
EXHIBIT A

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 90 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY; THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
REPORT OF SKETCH OF DESCRIPTION

Drainage & Maintenance Easements "A" & "B"

This sketch of description has been prepared on or about the date of 01-12-2007 on a portion of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida.

Signed: DATE SIGNED
JAMES MARVIN DUNN PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7037
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-0998

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information, and belief as prepared under supervision of this named person. If the sketch is not to scale, it is disclosed on the sketch and shall be redisclosed at the time of surveying. This sketch is subject to all applicable laws and regulations. The sketch is prepared in accordance with the standards of the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472, subject to the qualifications noted herein.

Seal:
Drainage & Maintenance Conservation Easements "A" & "B"

A portion of SE 3/4 of SE 1/4 of Section 6, T 16 S, R 33 E &
A portion of the NW 1/4 of NE 1/4 of Section 7, T 16 S, R 33 E

Volusia County, Florida.
Dated: November 7, 2006

SHEET 1 of 2
SKETCH OF DESCRIPTION

DRAINAGE & MAINTENANCE EASEMENTS "A" & "B"

A portion of SW ¼ of SE ¼ of Section 6, T 16 S, R 33 E &
A portion of NW ¼ of NE ¼ of Section 7, T 16 S, R 33 E

Volusia County, Florida

Dated - November 7, 2006

SEE REPORT OF SKETCH OF DESCRIPTION

DRAINAGE & MAINTENANCE EASEMENTS "A" & "B"

A portion of SW ¼ of SE ¼ of Section 6, T 16 S, R 33 E &
A portion of the NW ¼ of NE ¼ of Section 7, T 16 S, R 33 E

Volusia County, Florida

Dated - November 7, 2006

JAMES MARVIN BUNN PROFESSIONAL SURVEYOR, INC.

CERTIFICATE OF AUTHORIZATION NUMBER 187037

211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168

(386) 424-0988
RELEASE OF INGRESS AND EGRESS EASEMENT

THIS Release of Ingress and Egress Easement is made this _____ day of __________, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

WITNESSETH:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City an Ingress and Egress Easement, that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4342, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4342 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the Easement, on the attached Exhibit “B” will not adversely impact the City’s right of access to the Property as any future development will be required to comply with granting the City access either via plat or separate instrument in accordance with the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit “B”.

PAGE 1
IN WITNESS WHEREOF, the City, has executed this Release of the Ingress and Egress Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

Witness: __________________________
Printed Name: __________________________

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: __________________________
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF INGRESS AND EGRESS EASEMENT was acknowledged before me this _____ day of ____________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF INGRESS AND EGRESS EASEMENT was acknowledged before me this _____ day of ____________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY; THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
EXHIBIT "B"

REPORT OF SKETCH OF DESCRIPTION

Ingersoll and Eisenhauer
Being a portion of the Southwest 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida

Date - January 24, 2007

Sketch of Description:

The sketch of description is not valid without the signature and original notarial seal of a Florida licensed surveyor and mapper, which can be found at the end of this report. The sketch and report are not to be complete without the latter.

The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

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The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

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The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

The sketch is not an actual Survey.

DESCRIPTION: A non-exclusive license is granted to the undersigned to work on the property described herein

This report of sketch of description and aerial photograph can be obtained from the County Surveyor's office. This report is not to be complete without the latter.

The sketch is not an actual Survey.
SKETCH OF DESCRIPTION
Ingress and Egress Easement
A portion of SW 1/4 of SE 1/4 of Section 6, T 16 S, R 33 E &
A portion of NW 1/4 of NE 1/4 of Section 7, T 16 S, R 33 E
Volusia County, Florida
Dated - January 24, 2007

THIS SKETCH OF DESCRIPTION AND ATTACHED REPORT OF SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGIN AL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON THE REPORT. THE SKETCH AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER. THIS SKETCH IS NOT AN ACTUAL BOUNDARY SURVEY.

LINE CHART OF INGRESS/EGRESS EASEMENT

LINE | Bearing | Length | Radius | Delta
--- | --- | --- | --- | ---
L1 | N0°21'03"W | 999.00 | | |
L2 | N09°54'50"W | 74.92 | | |
L3 | 44.37 | 30.00 | 340°49'55"
L4 | N09°22'35"W | 51.52 | | |
C1 | 34.98 | 35.00 | 500°00'00"
L4 | N08°31'55"W | 752.66 | | |
L5 | N08°16'38"E | 20.99 | | |
C2 | 39.22 | 35.00 | 600°00'00"
L7 | N08°35'55"W | 170.00 | | |
C4 | 28.27 | 18.00 | 90°00'00"
L8 | N09°24'35"E | 645.62 | | |
C5 | 42.04 | 27.00 | 90°00'00"
L9 | N08°37'27"W | 121.25 | | |
L10 | N08°31'37"E | 20.00 | | |
L11 | S09°31'55"E | 346.83 | | |
C6 | 45.46 | 35.00 | 810°12'52"
L12 | N09°09'12"E | 6.81 | | |
C7 | 187.22 | 75.00 | 810°34'48"
C8 | 225.54 | 35.00 | 800°39'34"
L13 | S08°31'37"E | 2.61 | | |
L14 | S08°13'34"E | 256.58 | | |

LINE CHART INGRESS/EGRESS EASEMENT EXCEPTION "A"

LINE | Bearing | Length | Radius | Delta
--- | --- | --- | --- | ---
L1A | N08°36'13"E | 397.27 | | |
L2A | N08°35'22"E | 177.00 | | |
L3A | N08°35'22"E | 124.00 | | |
C1A | 24.98 | 33.00 | 900°00'00"
L4A | N08°34'35"E | 600.02 | | |
C2A | 34.98 | 33.00 | 900°00'00"
C3A | 34.98 | 33.00 | 900°00'00"
L5A | S08°31'37"E | 124.00 | | |
C4A | 34.98 | 33.00 | 900°00'00"
L6A | S08°24'33"W | 600.62 | | |
C5A | 34.98 | 33.00 | 900°00'00"

LINE CHART INGRESS/EGRESS EASEMENT EXCEPTION "B"

LINE | Bearing | Length | Radius | Delta
--- | --- | --- | --- | ---
L1B | N09°02'52"E | 142.89 | | |
L2B | N09°16'25"W | 12.91 | | |
C1B | 80.41 | 39.00 | 821°34'47"
C2B | 43.97 | | | |
C3B | 25.19 | 15.00 | 111°00'45"
C4B | 66.68 | 55.30 | 68°19'17"
L4B | S08°35'23"E | 11.97 | | |
C5B | 37.68 | 36.00 | 111°58'16"
C6B | 4.39 | 10.00 | 111°29'53"

JAMES MARVIN BUNN
PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7037
211 LIVE OAK STREET
NEW SmyRNA BEACH, FLORIDA 32168
(386) 424-9998
RELEASE OF TREE CONSERVATION EASEMENT

THIS Release of Tree Conservation Easement is made this _____ day of ________, 2019, by and between CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and Gatlin Two, LLC, a Florida limited liability company, hereinafter “Gatlin Two”.

WITNESSETH:

WHEREAS, the Gatlin Two is the fee simple owner of the property where the Easement is located said property being legally in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on April 25, 2007 Gatlin Two granted to the City a Tree Conservation Easement, that document having been filed of record on May 7, 2007 in Official Records Book 6055, Pages 4331, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 6055, Pages 4331 of the Public Records Volusia County, Florida; and

WHEREAS, Gatlin Two granted the Easement to the City in a prior site plan submission to develop the Property; and

WHEREAS, the site development originally contemplated for the Property was abandoned several years ago; and

WHEREAS, Gatlin Two, has requested the City release the Easement because of new development plans that will cause required and necessary easements to be established in the platting of the Property or as may otherwise be required; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on Exhibit “B” attached hereto, and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the easement, on the attached Exhibit “B” will not compromise tree conservation efforts on the Property as any future development will be required to comply with tree preservation requirements set forth in the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, hereby releases to Gatlin Two, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached Exhibit “B.”
IN WITNESS WHEREOF, the City, has executed this Partial Release of the Tree Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: __________________________________________
Printed Name: ______________________________________

Witness: __________________________________________
Printed Name: ______________________________________

Witness: __________________________________________
Printed Name: ______________________________________

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: _______________________________________________
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing RELEASE OF TREE CONSERVATION EASEMENT was acknowledged before me this _____ day of _____________, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing RELEASE OF TREE CONSERVATION EASEMENT was acknowledged before me this _____ day of _____________, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:
EXHIBIT A

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE ALONG THE SOUTH LINE OF SECTION 6 SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 2640.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 1210.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CARLISLE DRIVE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF SAID SECTION 6 S89°47'53"E, 2640.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N00°12'07"E, 220.00 FEET; THENCE S89°38'23"E, 641.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CARLISLE DRIVE, A PRESCRIPTIVE RIGHT OF WAY, THENCE S03°47'16"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 203.96 FEET; THENCE S18°45'50"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 9.35 FEET TO THE BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758; THENCE S00°18'00"W ALONG SAID BOUNDARY LINE, 7.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE ALONG SAID BOUNDARY LINE S00°22'13"W, 990.86 FEET; THENCE CONTINUE ALONG SAID BOUNDARY LINE N89°33'54"W, 659.54 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG SAID WEST LINE N00°23'22"E, 990.00 FEET TO THE POINT OF BEGINNING.
REPORT OF SKETCH OF DESCRIPTIONS

Eight(8) Tree Conservation Easements A-H

Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida.

Date: January 22, 2007

Sketch of Description

See Sketch of Descriptions for a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida. This report contains the description of the property as described by the registered and original record and of a Florida licensed surveyor, which can be found attached to the end of this report. The sketch and report are not full and complete without the other.

DESCRIPTION:


Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

All Conservation Easements having a common Point of Convergence, and Point of Convergence being a four inch by four inch concrete monument, and monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement A: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement B: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement C: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement D: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement E: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement F: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement G: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

Tree Conservation Easement H: Commence at a four inch by four inch concrete monument, said monument being the Southeast corner of Parcel Number: A007-00-60405, and parcel being referred to as Parcel "1" as described in Official Records Book 5855, Page 863, Public Records of Volusia County, Florida.

JAMES MARVIN BURR PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7207
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-6998

EIGHT(8) TREE CONSERVATION EASEMENTS A-H
A portion of 5W 1/4 of SE 1/4 of Section 6, T 16 S, R 33 E & a
A portion of the NW 1/4 of NE 1/4 of Section 7, T 16 S, R 33 E
Volusia County, Florida

Dated - January 22, 2007

SHEET 1 of 4
REPORT OF SKETCH OF DESCRIPTIONS (Continued)

Elgin Trees Conservation Basements A-H:

Being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of Section 9, Township 16 South, Range 33 East, Volusia County, Florida.

Dated:  January 22, 2007

Sketch of Descriptions:

See Sketch of Descriptions, being a portion of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of Section 9, Township 16 South, Range 33 East, Volusia County, Florida.

This report of sketch of description and certified sketch of description is not vested without the signature and seal and official seal of a Florida licensed surveyor and mapper, which may be found at the end of this report. The sketch and report are not full and complete without the other.

The sketch is not an actual boundary survey.

Description Lines:

Legal description prepared by the undersigned at the request of Valley of Gardenia, owner.

Bearing Reference:

Sketch of Surveying being the best land of Parcel No. 4970.0094.0000, said parcel being referred to as Parcel "A" as described in Official Records Book 1991, page 661, as being M925X5.50L.

Landmark:

1. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
2. Title sketch prepared without the benefit of an abstract and no title work has been performed or reviewed.
3. Title sketch is subject to any facts that may be described by a full and accurate title search.
4. Underground utilities and features are located.

Prepared for:

Tom Valley

Surveyor and Mapper: Responsible Change:

James Mervin Dunn
Professional Surveyor and Mapper: License Number 4216

I hereby certify that this sketch of description of the subject property is true and correct to the best of my knowledge, information, and belief as prepared under my supervision on the date shown herein. I further certify that this sketch of description meets the minimum technical standards set forth in F.A.C. Rule 16-517, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statues Ch. 472, relating to the qualifications noted therein.

SIGNED:  JAMES MERVIN DUNN
PROFESSIONAL SURVEYOR, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 7057
211 LIVE OAK STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 424-0998

Dated:  January 22, 2007

Sheet:  2 of 4
**Tree Conservation Easement # A**

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<td>78.20'</td>
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<td>N12°33'05&quot;W</td>
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**Tree Conservation Easement # B**

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**Tree Conservation Easement # C**

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**Tree Conservation Easement # D**

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**Tree Conservation Easement # E**

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**Tree Conservation Easement # F**

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**Tree Conservation Easement # H**

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<td></td>
</tr>
<tr>
<td>L4</td>
<td>N90°35'25&quot;W</td>
<td>94.93'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L5</td>
<td>S10°48'56&quot;W</td>
<td>13.76'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L6</td>
<td>N89°35'25&quot;W</td>
<td>203.54'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L7</td>
<td>N66°58'28&quot;W</td>
<td>12.92'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L8</td>
<td>S83°10'32&quot;W</td>
<td>10.09'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L9</td>
<td>S85°32'36&quot;B</td>
<td>11.63'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L10</td>
<td>N89°55'28&quot;W</td>
<td>167.39'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L11</td>
<td>N43°09'34&quot;E</td>
<td>10.38'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L12</td>
<td>N46°50'06&quot;W</td>
<td>10.00'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L13</td>
<td>S43°59'54&quot;W</td>
<td>19.82'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L14</td>
<td>N89°53'25&quot;W</td>
<td>101.70'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L15</td>
<td>N00°23'35&quot;E</td>
<td>30.00'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L16</td>
<td>S89°35'25&quot;E</td>
<td>659.83'</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A portion of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida

A 4"x4" Concrete Monument
SE corner Parcel#:6307-00-00-0050
"Parcel 1" Per Or 5855, Pg 863

POINT-OF-COMMENCEMENT
Eight(8) Tree Conservation Easements A-H
SUBJECT: (F18b) Approval of Final Plat and Plans for the Bella Oaks Subdivision, west side of Clyde Morris Boulevard, between Pickwick Village and Colony in the Woods, Case No. 18-50000004

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Final Plat and Plans for the Bella Oaks Subdivision

SUMMARY:

Planning Commission Action (12/13/18): Recommended Approval
The applicant requests approval of the Final Plat and Plans of the Bella Oaks Subdivision. The subject property is located west of Clyde Morris Blvd., south of Colony in the Wood mobile home park and north of Pickwick mobile home park. If approved, the applicant intends to plat ±18.21 acres into a 138 lot multi-family townhome subdivision along with tracts for tree preservation, stormwater retention, private roads, and open space.

The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the variances previously approved by the Planning Commission and City Council in late 2018 (Case Number 18-90000004). Public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the 138 townhomes. The applicant has also applied for a license agreement (separate agenda item) with the City to add improvements to the Carlisle Drive right-of-way including landscaping and signage.

Project No.: Funding Account No.: Presenter: Penelope Cruz

ATTACHMENTS:

1. Staff Report   Staff Report.pdf
2. Bella Oaks Plat   Bella Oaks Plat.PDF

Melanie Schmotzer   Created/Initiated - 01/31/2019
<table>
<thead>
<tr>
<th>Name</th>
<th>Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Burman</td>
<td>Approved - 01/31/2019</td>
</tr>
<tr>
<td>Shannon Balmer</td>
<td>Approved - 02/06/2019</td>
</tr>
<tr>
<td>Jake Johansson</td>
<td>Approved - 02/06/2019</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval - 02/07/2019</td>
</tr>
</tbody>
</table>
DISCUSSION:
The applicant requests approval of the Bella Oaks Subdivision Plat and Plans. If approved, the applicant intends to subdivide the ±18.21-acre property into 138 townhomes lots along with tracts for tree preservation, stormwater retention, and open space. The subject property is located west of Clyde Morris Boulevard, between the Colony In The Wood Mobile Home Park and Pickwick Mobile Home Park.

Figure 1. Location Map for Bella Oaks Subdivision
The subject property is zoned “R-3L” (Multi-Family Residential) and has a Future Land Use designation of *Urban Medium Density Residential (4-8 units/acre)*. The R-3L zoning district is intended to accommodate low-density, multi-family residential housing up to 8 units per acre such as apartments, condominiums and townhome developments.

In 2006, the Bella Oaks project was initially submitted for review as a condominium townhome site plan for a 138-unit townhome development on ±18.21 acres. The required transportation fair-share payment was not made so a Development Order was not issued. The site plan application was resubmitted for review in 2017 and was issued a Development Order in May 2018 (Case No. 17-80000011).

In 2017 the site plan for the Bella Oaks condominium townhome project was reviewed and approved based on requirements in the Land Development Code (LDC) including setbacks, open space, building coverage, access, architecture, parking, stormwater retention, landscaping, and utilities. The site plan also includes common facilities such as visitor parking, mail kiosks, garbage collection areas, picnic areas, and gazebos to be maintained by the Homeowners Association (HOA).

After the site plan was approved and construction began in Summer 2018, the developer inquired about changing the site plan with condominium townhome units to a residential subdivision with individual townhome lots. According to the applicant, by subdividing the property into individual townhome lots, purchasers would own the townhome unit along with the property directly in front of and behind their townhome. In September 2018, variances were approved by Planning Commission and City Council in order to maintain the previously approved layout. The variances were required because there are specific development requirements in the LDC that only apply to the subdivision of land which did not apply when the project was reviewed as a site plan.

The proposed subdivision maintains the same layout as the approved site plan. The plat and subdivision plans have been designed according to the requirements of the City’s Land Development Code (LDC), the dimensional standards outlined in the R-3L zoning district of the LDC (Exhibit A), and the variances approved in Fall 2018 (Case No. 18-90000004).

The following subdivision improvements be completed before or simultaneously with the development of the first lot:

- Improvements to the Carlisle Drive right-of-way including:
  - Paving, sidewalks, grading & drainage improvements according to City Standard Construction Details for local roads
  - Landscaping & irrigation
  - Signage for the subdivision
- Water, sewer, and reclaimed water infrastructure;
- Stormwater drainage infrastructure;
- Private streets within the subdivision;
- Sidewalks and streetlights along the private streets;
- Landscape buffers around the perimeter of the property; and
- Common areas with conservation easements for tree preservation and specimen trees.
CONCURRENCY REVIEW:
Public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 138 residential lots (Table 1). The following discussion summarizes the impacts the proposed development will have on these public facilities and services.

Table 1 - Infrastructure Impact Assessment for 138 Lots

<table>
<thead>
<tr>
<th>DEVELOPMENT VARIABLE</th>
<th>IMPACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>311</td>
</tr>
<tr>
<td>A.M./P.M./Daily Peak Hour Trips</td>
<td>67/78/851 trips</td>
</tr>
<tr>
<td>Sanitary Sewer (gallons per day)</td>
<td>22,080 gallons</td>
</tr>
<tr>
<td>Potable Water (gallons per day)</td>
<td>24,840 gallons</td>
</tr>
<tr>
<td>Solid Waste (lbs. Per day)</td>
<td>998 pounds</td>
</tr>
<tr>
<td>Stormwater Drainage</td>
<td>See Note</td>
</tr>
<tr>
<td>Recreation &amp; Open Space</td>
<td>2.17 acres</td>
</tr>
</tbody>
</table>

Notes:
1. **Population**: 2.25 persons per household (per 2010 Census)
3. **Sanitary Sewer**: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. **Potable Water**: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. **Solid Waste**: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. **Stormwater Drainage**: LOS standard = 25 year, 24-hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. **Rec. & Open Space**: 7 acres per 1,000 persons (0.007 acres/person)

Water, Sewer, Reclaimed Water:
The City has available potable water, sanitary sewer, and reclaimed water capacity to accommodate the proposed 138 lot subdivision. The proposed subdivision will be served by potable water, sanitary sewer, and reclaimed water. All lots will be provided with stub-outs for utilities, and the developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this project.

Stormwater Drainage:
The City’s adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-year, 24-hour storm event without causing flooding or pollution of receiving waterbodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

Recreation and Open Space:
According to the City’s 2018 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from this subdivision phase.
School Capacity:
The Volusia County School District determined that the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed subdivision (Exhibit C).

Transportation:
According to the Bella Oaks, Traffic Impact Analysis (TIA) prepared by LTG Engineering & Planning, the 138 townhomes are expected to generate 78 PM peak-hour trips and 851 daily trips. The TIA indicates that all roadway segments and intersections identified in the TIA study area will operate within the adopted level of service standards with traffic generated from the 138-lot townhome development.

As part of the proposed subdivision improvements, the developer is improving the Carlisle Drive right-of-way as a City local road from the subdivision entrance to Clyde Morris Boulevard. A license agreement for the developer to maintain the proposed landscaping, irrigation, and signage will need to be approved by the City Council prior to installation of those improvements.

Consistency with the Comprehensive Plan:
The subject property has a Future Land Use (FLU) designation of Urban Medium Density Residential (4-8 units/acre) on the City’s Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for the 18.21-acre subject property is 145 units. The development of the proposed 138 townhome subdivision is consistent with the allowable density, locational criteria, and intent of the FLU designation.

RECOMMENDATION:
Staff recommends approval of the Plat and Subdivision Plans for the Bella Oaks Subdivision.

ATTACHMENTS:
1. Exhibit A – Subdivision Plat
2. Exhibit B – Subdivision Plans
3. Exhibit C – Volusia County School Board Letter
4. Exhibit D – Tree Preservation Chart
School Concurrency Determination
Concurrency Approval Letter

06 June 2018

Mr. Jim Paytas
/o Daniel Johns PE
Daniel Johns Professional Engineers
3869 S. Nova Road, Suite 3
Port Orange, FL 32124

RE: Bella Oaks Condominiums – City of Port Orange
School Concurrency Case #18-05-30-002-R

Dear Mr. Paytas,

The District has reviewed your information for the residential project known as Bella Oaks. The 18.33 +/- acre project site is located within the City of Port Orange addressed as 4068 Carlisle Drive. Information provided within the concurrency application packet indicates the new development activity will consist of one hundred thirty-eight (138) condominium units.

The district uses a county wide Student Generation Rate (SGR) of (0.104) per multi-family dwelling unit. By applying the SGR to the use types in Table 1 below, we find the project could generate fourteen (14) full time students.

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>SGR</th>
<th>UNIT COUNT</th>
<th>STUDENTS GENERATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Dwelling Unit</td>
<td>.104</td>
<td>138</td>
<td>14.35</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

The Concurrency Analysis (Page 2, Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.
Concurrency Analysis

Table 2

<table>
<thead>
<tr>
<th>Schools</th>
<th>Adopted LOS</th>
<th>SY 17/18 Enrollment</th>
<th>Adjusted Reservations</th>
<th>Existing LOS w/ Res</th>
<th>Students Generated by Request</th>
<th>Result LOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horizon Elementary</td>
<td>115%</td>
<td>775</td>
<td>9</td>
<td>108%</td>
<td>6</td>
<td>109%</td>
</tr>
<tr>
<td>Silver Sands Middle</td>
<td>115%</td>
<td>1168</td>
<td>35</td>
<td>104%</td>
<td>4</td>
<td>104%</td>
</tr>
<tr>
<td>Halifax High CSA</td>
<td>120%</td>
<td>7397</td>
<td>144</td>
<td>100%</td>
<td>4</td>
<td>100%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
    Daniel Johns P.E.
    Penelope Cruz, City of Port Orange
    Project File
Certificate of School Concurrency
Volusia County School Board

Project Information

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Bella Oaks</th>
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<tbody>
<tr>
<td>VCSB Project #</td>
<td>18-05-30-002-R</td>
</tr>
<tr>
<td>Jurisdiction Project#</td>
<td></td>
</tr>
<tr>
<td>Parcel ID Numbers:</td>
<td>6306-00-00-0070</td>
</tr>
<tr>
<td>Project Location:</td>
<td>4068 Carlisle Drive</td>
</tr>
<tr>
<td># of residential units:</td>
<td>138</td>
</tr>
<tr>
<td>Residential Unit Type:</td>
<td>Condominium</td>
</tr>
<tr>
<td>Property Owners:</td>
<td>Jim Paytas</td>
</tr>
<tr>
<td>Applicant/Agent Name:</td>
<td>Daniel Johns PE</td>
</tr>
</tbody>
</table>

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

<table>
<thead>
<tr>
<th>School Levels:</th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
<th>Other</th>
<th>Total Student Stations Reserved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students Generated</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>14</td>
</tr>
</tbody>
</table>

Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Eric Kozielski
Planning and GIS Specialist

06June2018
Issue Date
### Exhibit D - Tree Preservation Chart

#### 15% Tree Preservation Area

<table>
<thead>
<tr>
<th>Total Site Area</th>
<th>Required 15% Tree Preservation Area</th>
<th>Tree Preservation Area Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.21 Acres</td>
<td>2.73 Acres</td>
<td>2.91 Acres</td>
</tr>
</tbody>
</table>

#### Specimen Tree Calculations

<table>
<thead>
<tr>
<th>Total Site Area</th>
<th>18.21 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Specimen Trees</td>
<td>31 Specimen Trees</td>
</tr>
<tr>
<td>Specimen Trees Per Acre</td>
<td>1.7 Specimen Trees/Acre</td>
</tr>
<tr>
<td>Percentage of Specimen Trees to Remain [LDC, Ch 9, Sec 16]</td>
<td>80% (25 trees required)</td>
</tr>
<tr>
<td>Specimen Trees to Remain in Common Area</td>
<td>31 Specimen Trees</td>
</tr>
</tbody>
</table>

#### Minimum Tree Coverage Requirement - 1 Tree/2,500 SF

<table>
<thead>
<tr>
<th>Total Site Area</th>
<th>18.21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required # of New or Existing Trees (1/2,500 SF)</td>
<td>317 Trees</td>
</tr>
<tr>
<td>Trees Provided (New and Existing) as Part of Subdivision Plan</td>
<td>648 New* and 356 Existing Trees</td>
</tr>
<tr>
<td>Existing Trees in 15% Tree Preservation Area to Remain</td>
<td>320 Existing Trees</td>
</tr>
</tbody>
</table>

* Includes trees to be planted on residential lots prior to issuance of a Certificate of Occupancy

#### Tree Mitigation

Not Required with this Subdivision
Bella Oaks

A Portion of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 16 North, Range 33 East, and a Portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 16 South, Range 33 East, Volusia County, Florida, and the Easternly 220.00 Feet of the South 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, City of Port Orange, Volusia County, Florida.

Local Description:

A Portion of the Northeast 1/4 of the Section 6, Township 16 North, Range 33 East, City of Port Orange, and a Portion of the Southeast 1/4 of the Section 7, Township 16 South, Range 33 East, Volusia County, Florida, and the Easternly 220.00 Feet of the South 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, City of Port Orange, Volusia County, Florida.

These portions of land described herein are hereby granted and conveyed to the Bella Oaks Homeowners Association, Inc., for the purposes depicted on the subdivision plans approved by the City of Port Orange. All drainage easements, stormwater management and access easements, utility easements, and conservation easements shown or described on the plat are reserved.

I, _______, hereby join and consent to the dedication of the lands and plat and

ATTEST

SIGNED AND SEALED IN THE PRESENCE OF:

ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS DAY OF 20_
BELLA OAKS
A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

The Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation covenants and restrictions. The granting of such liens shall be subject to the restrictions and covenants stated herein.

The Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation shall be responsible for maintaining the facilities and services of an electric, telephone, gas, or other public utility. The Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation shall have the right to lien all owners of record in property for the cost of such maintenance, repair, and replacement, as deemed by the city to be necessary. In the event of termination, dissolution, or liquidation, the Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation shall be responsible for the operation and maintenance of the drainage system serving the area.

The Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation shall be responsible for the operation and maintenance of the drainage system serving the area.

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The Bella Oaks Homeowners Association, Inc. a Florida not-for-profit corporation shall be responsible for the operation and maintenance of the drainage system serving the area.
BELLA OAKS

1. The Articles of Incorporation for the Bello Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, shall be recorded in the Public Records of Volusia County, Florida. The declaration of covenants and restrictions for the conservation easement areas to perform maintenance, repair or replace the facilities; and, shall have nothing herein shall, however, be construed to prevent natural vegetation within the conservation easement areas from being maintained.

2. This plat is subject to all easements of record and reservations of easements, including utility easements provided on this plot include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, that any other utility having jurisdiction over the conservation easement shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

3. Accuracy turned.

4. All measurements shall use the 39.37/12=3.28083333333 equation for conversion from U.S. Survey foot or meter adopted by the National Institute of Standards and Technology.

5. No portion of the southwest 1/4 of the southeast 1/4 of the northwest 1/4 of the northeast 1/4 of section 7, township 16 south, range 33 east, Volusia County, Florida and the easternly 32.56 feet of the northerly 110 feet of the south 1/2 of the southwest 1/4 of the southwest 1/4 of the southeast 1/4 of section 6, township 16 south, range 33 east, City of Port Orange, Volusia County, Florida shall be used for residential or non-residential purposes.

6. NOTE: All measurements refer to horizontal plane in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology.

7. NOTICE: This plot, as recorded in its graphic form, is the official depiction of the Bello Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, and that may be found in the public records of this county.

8. This plat is subject to all easements of record and reservations of easements, including utility easements. Any proposed construction or other use within a conservation easement must be approved by the City of Port Orange.

9. Accuracy turned.

10. Utility easements provided on this plot include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, that any other utility having jurisdiction over the conservation easement shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

11. Accuracy turned.

12. The Bello Oaks Homeowners Association, Inc., a Florida not-for-profit corporation shall be responsible for maintaining all private roads granted to the Association by this plot.

13. Accuracy turned.


15. The City of Port Orange and any other authority having jurisdiction over the conservation easement shall allow the Association to enter the area for the purpose of performing necessary maintenance, repair or replacement of the facilities and from time to time, to check on the operation of the drainage system serving the area.
BELLA OAKS
Port Orange, Volusia County, Florida

QUADRANGLE MAP
SCALE: AS SHOWN

Drawing Index
Sheet # Description
1 Cover Sheet
2-3 Surveys
4 Tree Survey
5-6 Demo + SWPPP Plan
7 Site Plan
8 Easement Plan
9-11 Drainage/Grading Plans
12-16 Utility Plans
17-18 Sanitary Sewer Details
19-20 Water Details
21 Stormwater Details
22 Roadway Details
23-24 Misc. Details
25-28 Landscape Plans
29-32 Irrigation Plans
33-36 Architectural Plans

VARIANCE CASE NO. 18-0000000000
BELLA OAKS SUBDIVISION
40TH CARLISLE DR
At its regular meeting on August 23, 2018, the Planning Commission approved the request for variance(s): 1) allow for a single point of access in lieu of two points of access for a subdivision; 2) allow for a sidewalk on one side of a street; 3) allow for a right-of-way less than 50-feet wide; 4) allow for a minimum lot area less than the 2,000 square-foot lot area in the R-3L zoning district; 5) allow for a maximum building coverage more than the 45% required in the R-3L zoning district; 6) allow for a minimum space of 1,080 square feet per lot less than the 60% required in the R-3L zoning district; and 7) allow for a rear building setback less than the 25-feet required in the R-3L zoning district.
At its regular meeting on September 19, 2018, the City Council approved the request for subdivision variances to: 1) allow one point of access for a subdivision; 2) reduce the minimum right-of-way width from 50 feet to 28 feet; and 3) provide a 4-foot sidewalk on only one side of the right-of-way.
1. THIS PROPERTY IS LOCATED IN THE FLOOD INSURANCE RATE MAP (FIRM) ZONE AE & X.

2. MEASURED DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. THE DESCRIPTIONS THAT DESCRIBED IN OFFICIAL RECORDS BOOK 6887, PAGE 2758;

4. HENCE NORTH ALONG SAID BOUNDARY LINE.

5. HENCE ALONG THE SOUTH 22'13"W.

6. HENCE ALONG THE SOUTH 990.00' ALONG THE POINT OF BEGINNING.

7. Any ENCUMBERANCE OR LIMITATION.

8. CORPORATION CERIFIECATION NO. 3019.

9. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

10. BURY GAS LINE....

11. WATER METER....

12. WATER VOLUME.

13. WATER METER....

14. DISTANCE.

15. PARTIES CHIEF DRAWN.

16. MEASURED

17. CENLE LINI (DESC) DESCRIPTION

18. BURIAL GAS LINE.

19. CLEANOUT

20. POWER POLE.

21. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

22. BURY GAS LINE.

23. WATER VOLUME.

24. WATER METER.

25. DISTANCE.

26. PARTIES CHIEF DRAWN.

27. MEASURED

28. CENLE LINI (DESC) DESCRIPTION

29. BURY GAS LINE.

30. CLEANOUT

31. POWER POLE.

32. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

33. BURY GAS LINE.

34. WATER VOLUME.

35. WATER METER.

36. DISTANCE.

37. PARTIES CHIEF DRAWN.

38. MEASURED

39. CENLE LINI (DESC) DESCRIPTION

40. BURY GAS LINE.

41. CLEANOUT

42. POWER POLE.

43. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

44. BURY GAS LINE.

45. WATER VOLUME.

46. WATER METER.

47. DISTANCE.

48. PARTIES CHIEF DRAWN.

49. MEASURED

50. CENLE LINI (DESC) DESCRIPTION

51. BURY GAS LINE.

52. CLEANOUT

53. POWER POLE.

54. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

55. BURY GAS LINE.

56. WATER VOLUME.

57. WATER METER.

58. DISTANCE.

59. PARTIES CHIEF DRAWN.

60. MEASURED

61. CENLE LINI (DESC) DESCRIPTION

62. BURY GAS LINE.

63. CLEANOUT

64. POWER POLE.

65. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

66. BURY GAS LINE.

67. WATER VOLUME.

68. WATER METER.

69. DISTANCE.

70. PARTIES CHIEF DRAWN.

71. MEASURED

72. CENLE LINI (DESC) DESCRIPTION

73. BURY GAS LINE.

74. CLEANOUT

75. POWER POLE.

76. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

77. BURY GAS LINE.

78. WATER VOLUME.

79. WATER METER.

80. DISTANCE.

81. PARTIES CHIEF DRAWN.

82. MEASURED

83. CENLE LINI (DESC) DESCRIPTION

84. BURY GAS LINE.

85. CLEANOUT

86. POWER POLE.

87. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

88. BURY GAS LINE.

89. WATER VOLUME.

90. WATER METER.

91. DISTANCE.

92. PARTIES CHIEF DRAWN.

93. MEASURED

94. CENLE LINI (DESC) DESCRIPTION

95. BURY GAS LINE.

96. CLEANOUT

97. POWER POLE.

98. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

99. BURY GAS LINE.

100. WATER VOLUME.

101. WATER METER.

102. DISTANCE.

103. PARTIES CHIEF DRAWN.

104. MEASURED

105. CENLE LINI (DESC) DESCRIPTION

106. BURY GAS LINE.

107. CLEANOUT

108. POWER POLE.

109. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

110. BURY GAS LINE.

111. WATER VOLUME.

112. WATER METER.

113. DISTANCE.

114. PARTIES CHIEF DRAWN.

115. MEASURED

116. CENLE LINI (DESC) DESCRIPTION

117. BURY GAS LINE.

118. CLEANOUT

119. POWER POLE.

120. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

121. BURY GAS LINE.

122. WATER VOLUME.

123. WATER METER.

124. DISTANCE.

125. PARTIES CHIEF DRAWN.

126. MEASURED

127. CENLE LINI (DESC) DESCRIPTION

128. BURY GAS LINE.

129. CLEANOUT

130. POWER POLE.

131. LICENSED BUSINESS CERTIFICATION NUMBER 3019.

132. BURY GAS LINE.

133. WATER VOLUME.

134. WATER METER.

135. DISTANCE.

136. PARTIES CHIEF DRAWN.

137. MEASURED

138. CENLE LINI (DESC) DESCRIPTION

139. BURY GAS LINE.

140. CLEANOUT

141. POWER POLE.
FOR WATER CONNECTION — r — SPECIFIED OTHERWISE ON THESE

13. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, COUNTY AND CITY A
MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL ... SHOWN ADJACENT TO OR OUTSIDE LIMITS OF VI SI-BARRIER
CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND /

8.

3.

5. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED

9.

4.

6. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION COORDINATE WITH FPL REMOVE LINES
AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL 14

9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE

8. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE
619 WORK OUTSIDE THE TRAVEL WAY URBAN AREAS.

10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS VILlAGE 1

10. SPECIMEN TREE TO REMOVE

11. LAND DISTLRBING ACTIVITIES SHALL NOT COMMENCE UNTIL ZONEO RMA

13. DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL

DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL

MATERIAL SHALL BE BACKFILLED AND COMPACTED IN

1. LAND DISTLRBING ACTIVITIES ARE NOT ALLOWED TO COMMENCE UNTIL THE

TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.

TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.

TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.

70,000 C.F. OF STORAGE TREATMENT

50 0 50 100

18 LINE UNLESS SPECIFIED OTHERWISE ONRES#4060DEMOLITION AND SWPPP NOTES: THESE DRAWINGS. (3,700± LF TYPE Ill) 30±

BEGINNING AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON

NOTES: THESE DRAWINGS. (3,700± LF TYPE Ill) 30±

NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL CONTROL, FLAGMAN, ETC. (CURRENTLY UNDER CONSTRUCTION)EROSION CONTROL DEVICES HAVE BEEN INSTALLED.

IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE
619 WORK OUTSIDE THE TRAVEL WAY URBAN AREAS.

GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE WITH ALL ASPECTS OF THE CONSTRUCTION ENTRANCE & EXIT

YOU MUST BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.

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50 0 50 100

18 LINE UNLESS SPECIFIED OTHERWISE ONRES#4060DEMOLITION AND SWPPP NOTES: THESE DRAWINGS. (3,700± LF TYPE Ill) 30±
Description of Revision B
Daniel Johns, P.E.

20' OFFSITE UTILITY EASEMENT FOR LIFT STATION
Professional Engineer 54037
3869 S. Nova Rd., Ste. #3,
Port Orange, FL 32127
phone: 386·756·8582

NOTE: TEMP. EASEMENT SHOWN IN OR 6055, PG 4356 ENCOMPASSES THE ENTIRE SITE
Easement Plan
BELLA OAKS
Port Orange, Volusia County, Florida
Seal
file:* date: 8-2018 scale: shown sheet: of
11. **THE CONTRACTOR SHALL INSTALL A COMPLETE PACKAGE OF THE LIFT STATION.**

12. **THE CONTRACTOR SHALL COORDINATE WITH FLORIDA POWER AND LIGHT TO PROVIDE UPGRADED ELECTRICAL SERVICE TO THE CONTROL PANEL. ALL CHARGES INCLUDING BUT NOT LIMITED TO ALL ELECTRICAL, FITTINGS, CONTROL PANEL AND EQUIPMENT.**

13. **THE AS-BUILT SURVEY SHALL VERIFY THE ELEVATIONS SPECIFIED IN THE TABLE.**

4. **HOLES MADE IN WETWELL TO ACCOMMODATE PIPE SHALL BE 2" LARGER THAN OUTSIDE DIAMETER OF PIPE. THIS SPACE SHALL BE CLEANED AND BE CUT INTO IN FIELD.**

5. **TYPE II ACID RESISTANT CEMENT SHALL BE USED FOR SANITARY SEWER CONSTRUCTION 4000 PSI.**

6. **THE CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.**

10. **THERE SHALL BE NO ELECTRICAL JUNCTION BOXES IN WETWELL.**

11. **THE CONCRETE SEALING ADEQUATELY SEALS THE JOINTS AND FILL AROUND PIPES SHALL CONTAIN "HYDRATITE" OR SIMILAR ADMIXTURE.**

12. **THE MANUFACTURER'S REPRESENTATIVE AND CITY UTILITY DEPARTMENT IF ENCOUNTERED.**

WETWELL SHAPE SHALL BE CHECKED FOR DAMAGE AND INALIATION. IMMEDIATELY NOTIFY THE CITY UTILITY DEPARTMENT.

The diagram and schedule provide detailed specifications for the lift station wet well, including dimensions, materials, and installation instructions. The schedule lists pump data, with information on suction piping, connection through wall, and pump schedule details. The note states that float levels may be adjusted at the time of installation for any change in flow conditions and that the actual number of units built and occupied is noted.

**FILE NAME:** S22.DWG

**DETAIL REF:** S-22

**NOTE:** SEE SEWER STANDARD DETAIL SHEETS FOR ADDITIONAL LIFT STATION DETAILS.
FABRIC WEIGHT SHALL MEET OR EXCEED 5.3 OUNCE SQUARE YARD. TOP AND BOTTOM WILL HAVE BRASS GROMMETS EVERY 12 INCHES. WHITE THERMOPLASTIC STOP BAR (M.E). STOP SIGN (TYP.). CONCRETE SIDEWALK (TYP.). CONCRETE CURB (TYP.). WHITE THERMOPLASTIC TOP BAR (TYP.). CONCRETE (4' X 4'). GATES MUST BE CONSTRUCTED SO THAT THEY SWING IN TOWARDS THE CONSTRUCTION SITE.

NOTES:
1. FENCES SHALL BE CONSTRUCTED WITH A TOP AND BOTTOM RAIL.
2. GATES MUST REMAIN IN GOOD WORKING ORDER AND MUST BE CLOSED AND SECURED DURING NON-WORKING HOURS.
3. GATES SHALL BE CONSTRUCTED WITH THE SAME DESIGN CHARACTERISTICS AS THE TEMPORARY SIDEWALK (TYP.) CONSTRUCTION FENCE.
4. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
5. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKES PATH RAMP SPECIFICATIONS.
6. FABRIC SHALL BE ANCHORED IN EACH GROMMET WITH ALUMINUM TIES.
7. OPAQUE WOOD PRIVACY (OR SIMILAR MATERIAL) MAY BE ALLOWED IN LIEU OF THE CHAIN LINK.

FILE NAME: M25.DWG
STANDARD CONSTRUCTION DETAIL M19.DWG
TEMPORARY CONSTRUCTION FENCE SIDEWALK CONSTRUCTION AT INTERSECTIONS SIDEWALK CONSTRUCTION INTERSECTIONS DETAIL M-25 M-18 M-19 REV. 07/09 REV. 12/08 REV. 12/08

BELLA OAKS
PORT ORANGE, FLORIDA
DANIEL JUNGS, P.E.
#54037
REVISED 11/46-18
PORT ORANGE, FL. 32127
DATE: 6-21/17
MISC. DETAILS 386-75911582 - DANJOHNS@DJENGINEERS.COM SHEET
There are proposed as 30' wide, natural vegetation areas.  All ground equipment must be screened with landscaping of sufficient density and maturity to provide opaque screening at the time of planting.
NOTE:
A 20' PATH WILL BE CLEARED THROUGH NATURAL BUFFER AREA FOR SANITARY SEWER. THE CLEARING WILL BE 6'-8' WIDE WITH SMALLER SEEDING NATIVE PLANTS AND SHRUBS. PLANTS ARE TO BE AT LEAST 6'-8' HIGH WITH 5'-6' SPREAD TO FORM A SCREEN. PLANTS ARE TO BE 15'-17' IN CENTER. PLANT ON 24 SQUARE FEET APPROXIMATELY 1.5 PLANTS, LED BAY HORES AND AT PATIO HOUSE.

NOTE:
CONTRACTOR TO REMOVE INVASIVE VINES, FALLEN DEAD BRANCHES, INVASIVE SPECIES, LITTER AND CONSTRUCTION DEBRIS FROM THE NATURAL AREAS. BEDLINES AROUND NATURAL AREAS ARE TO BE EDGED WITH SMOOTH CURVES. ALL AREAS TO REMAIN NATURAL SHALL RECEIVE A 2'-3" LAYER OF MULCH FROM THE SOD LINE 2 FOOT WIDTH.)
SLEEVE NOTE:
At all places where the irrigation main is placed under sidewalks or pavement, the main shall be placed in a 5" sleeve and the wires in an adjacent 4" sleeve. All other irrigation pipes placed under sidewalks or pavement shall be placed in sleeves according to the pipe sleeve detail on this page.

NOTE:
Irrigation lines are shown diagramatically and are intended to show distribution only. All valves shall be located within planting areas not within paved areas. Lines located under pavement shall be kept to a minimum and all piping under paved areas shall be sleeved.

NOTE:
SLEEVE NOTE:
AT ALL PLACES WHERE THE IRRIGATION MAIN
IS PLACED UNDER SIDEWALKS OR PAVEMENT,
THE MAIN SHALL BE PLACED IN A 6" SLEEVE
AND THE MAIN IN MARKED AT SLEEVE.
ALL OTHER IRRIGATION PIPES PLACED UNDER
SIDEWALKS OR PAVEMENT SHALL BE PLACED
IN SLEEVES ACCORDING TO THE PIPE SLEEVE
DETAIL IN THIS PAGE.

NOTE:
IRRIGATION LINES ARE SHOWN DIAGRAMATICALLY
AND ARE INTENDED TO SHOW DISTRIBUTION
DONES ONLY. ALL LINES SHALL BE LOCATED
WITHIN PLANTING AREAS (NOT WITHIN
PAVEMENT). LINES LOCATED UNDER PAVEMENT
SHALL BE KEPT TO A MINIMUM AND ALL PIPING
UNDER SHOED AREAS SHALL BE SLEEVED.

NOTE:
IRRIGATION SPRINKLER RISERS SHALL BE
INSTALLED 12" MIN. DISTANCE FROM FACE
OF BUILDING PER 2001 FLORIDA BUILDING
CODE PLUMBING VOLUME 2001, EDITION
W/2003 REVISIONS.
SLEEVE NOTE:
At all places where the irrigation main is placed under sidewalks or pavement, the main shall be placed in a 6" sleeve and the wires in an adjacent 4" sleeve. All other irrigation pipes placed under sidewalks or pavement shall be placed in sleeves according to the pipe sleeve detail, this page.

NOTE:
LANDSCAPE NOTES:

1. The plants are specified in the Landscape Plan and all changes must be approved by the Landscape Architect.

2. All plants shall be grown under the conditions specified by the Landscape Architect.

3. All plants shall be grown in the Landscape Plan as indicated.

4. All plants shall be grown under the conditions specified by the Landscape Architect.

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18. All plants shall be grown under the conditions specified by the Landscape Architect.

19. All plants shall be grown in the Landscape Plan as indicated.

20. All plants shall be grown under the conditions specified by the Landscape Architect.
WORK IS DONE ON A BUILDER'S JOB. THE CONSTRUCTION CONTRACTOR IS
RESPONSIBLE TO VERIFY THE DIMENSIONS, SPECIFICATIONS, AND OTHER
DETAILS PRESENTED IN THESE DRAWINGS. THE CONTRACTOR AND
OWNER INDEMNIFIES DRAWING AND DESIGNS INC. FROM ANY
RESPONSIBILITY FOR ANY DRAWINGS RESULTING FROM PLAN ERRORS AND
OMISSIONS. BUILDER/HOMEBUYER TO VERIFY SETBACKS AND
BUILDABLE.

DATE: 03/28/17
CHECKED BY: RS/JM

SHEET #2 OF 7
SUBJECT: (G19) First Reading - Ordinance No. 2019-9 - Amending Section 2-186 through 2-189 relating to Administrative Officials

DEPARTMENT: Administrative Services

GOAL:


SUMMARY: Attached is an ordinance amending sections of Chapter 2 relating to Administrative Officials. This ordinance will effectuate the following changes:

1) Provide for updated and clarified language throughout the ordinance. Remove language that no longer applies to any personnel.

2) Update the definition of Administrative Official consistent with the most recent reorganization that combined the Public Works and Public Utilities Director.

3) Provide that the residency requirement, currently required of all Administrative Officials, be defined by position level and may be re-evaluated when a vacancy occurs. When there is an Administrative Official vacancy, having a residency requirement can occasionally be a deterrent to local talent applying.

4) Clarify language to indicate that occasionally a benefit offered to an Administrative Official may vary from other classified employees. For example, the life insurance plan and retirement plan offering for Administrative Officials have been separate from classified employees for many years.

5) Clarify and amend language relating to administrative leave, compensatory time, and overtime granted to Administrative Officials. Administrative Officials may be eligible for additional compensation during times of declared emergencies. The current language for Administrative Leave indicates an authority to grant leave for up to 3 days. This is being amended to clarify this should be limited to half day increments, not exceed 2 days.

6) Provide flexibility in the annual performance management of Administrative Officials.

Project No.:   Funding Account No.:

Presenter: Jamie Miller
<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. CURRENT ARTICLE IV. OFFICERS AND EMPLOYEES</td>
<td>ARTICLE_IV.Officers_and_Employees.pdf</td>
</tr>
</tbody>
</table>

Jamie Miller  
Created/Initiated - 01/14/2019

Jamie Miller  
Approved - 01/14/2019

Lori Bockelman  
Approved - 01/22/2019

Margaret Roberts  
Approved - 01/24/2019

Jamie Miller  
Approved - 02/07/2019

Jake Johansson  
Approved - 02/08/2019

Robin Fenwick  
Final Approval - 02/08/2019
ORDINANCE NO. 2019-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING AND RESTATING THE CODE OF ORDINANCES, SECTION 2-186 THROUGH 2-189, INCLUSIVE, RELATING ADMINISTRATIVE OFFICIAL REGULATIONS, REQUIREMENTS, EMPLOYMENT, TERMINATION, RIGHTS, BENEFITS, COMPENSATION AND EVALUATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-186 through 2-189, inclusive, regulates and defines “Administrative Officials” within the City of Port Orange (“City”); and

WHEREAS, the current Ordinance requires an update; and

WHEREAS, in Fiscal Year 2019, City reorganized the Public Utilities Department and the Public Works Department into a single department; and

WHEREAS, the City currently restricts the residency of all Administrative Officials; and the city manager recommends that the restriction be based on the needs of the specific position; and

WHEREAS, the City no longer has any Administrative Officials employed with a start date prior to October 1, 1999; and

WHEREAS, the City occasionally identifies a need to establish a benefit program for Administrative Officials that is different from classified employees; and

WHEREAS, the City finds it appropriate to clarify language relating to compensatory time, overtime, and administrative leave for Administrative Officials; and
WHEREAS, Performance Management should be a regularly occurring event rather than a once of year evaluation; and

WHEREAS, the City Council deems it to be in the public interest to amend the Code of Ordinances as hereinafter set forth.

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

Section 1. The City Council of the City of Port Orange hereby amends and restates Section 2-186. – Administrative officials, to read as follows:

Sec. 2-186. - Administrative officials.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public works & utilities director, finance director, heads of management departments, and any other employees in future equivalent type positions reporting to the city manager. The city manager shall designate each of the Administrative Officials positions that shall be required to maintain residency. The concurrence of the city council shall be required for each designated position. Administrative Officials who are hired or promoted to such position and shall be required to establish residency within six (6) months of the commencement of hiring or promotion; and shall thereafter continuously maintain residency while serving except when residency is no longer required. For purpose of this section the Florida driver’s license bearing a Port Orange address shall constitute proof of residency. The residency requirement for an administrative official as set forth in this section shall be subject to the requirements of applicable federal and state laws, including but not limited to, laws prohibiting discrimination. In the event council withdraws its concurrence, then the existing administrative who no longer complies with the residency requirement shall be grandfathered.

Section 2. The City Council of the City of Port Orange hereby amends and restates Section 2-187. – Employment and termination, to read as follows:

Sec. 2-187. - Employment and termination.

(a) Administrative officials shall be hired by the city manager and shall be dismissed by the city manager.
(b) The city manager may enlist the services of an advisory board in the selection process of hiring an administrative official.

(c) All administrative officials shall be at will employees with the city. No administrative official shall have any property interest in continuing employment with the city. The city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the period of the administrative official’s employment with the city. Such dismissal shall not be subject to review.

Section 3. The City Council of the City of Port Orange hereby amends and restates Section 2-188. – Rights and benefits, to read as follows:

Sec. 2-188. - Rights and benefits.

(a) The express general provisions for Administrative Officials in the Civil Service Rules and Regulations, Chapter 2, as amended from time to time, shall apply to administrative officials.

(b) Administrative officials shall generally be granted the same level of employee benefit programs as are provided to classified employees and as set forth in the Civil Service Rules and Regulations, chapters 13 and 14, or future amendments thereto. Additionally, variations to the benefit level for Administrative Officials may be defined by retirement plan document, policy, or other applicable employment conditions.

(c) Administrative officials shall not be eligible for overtime compensation or compensatory time accumulation, except as authorized in accordance with the policy during times of declared emergencies. The city manager and heads of departments are keenly aware of the work-life balance as a necessary part of leadership. Upon advanced request to the city manager and written authorization, the city manager is hereby authorized at his or her sole discretion to grant absences, generally in half day increments but not to exceed two days, from time to time, which will not be chargeable as leave time. This will be granted in consideration for the extra time administrative officials are required to spend in the course of their duties.

Section 4. The City Council of the City of Port Orange hereby amends and restates Section 2-189 – Compensation and evaluation, to read as follows:

Sec. 2-189. - Compensation and evaluation.

(a) The rate of compensation shall be agreed on between the administrative official and the city manager at the time of employment. Salary increases may be granted from time to time at the discretion of the city manager within the limitations of the budget.
(b) The city manager will regularly discuss with all administrative officials their performance. This discussion will be documented at a minimum annually.

**Section 5.** Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

**Section 6.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 7.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

**Section 8.** This Ordinance shall take effect immediately upon adoption.

________________________
MAYOR DONALD O. BURNETTE

ATTEST:

________________________
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of ____________, 2019

Passed and adopted on second and final reading on the _____ day of ________________, 2019

Reviewed and Approved: _______________________
Margaret T. Roberts, City Attorney
ARTICLE IV. - OFFICERS AND EMPLOYEES

Footnotes:

--- (7) ---

Land development code reference— Administrative official, ch. 3, § 1.

Sec. 2-186. - Administrative officials.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director. An administrative official who is hired or promoted to the position of administrative official after November 15, 2013 shall be required to reside within the corporate limits of the City of Port Orange, as amended from time to time; shall establish the permanent residency within the city within six months of the commencement of employment or promotion; and shall thereafter continuously maintain the permanent residence within the city. An employee of the city who is a permanent resident of the City of Port Orange and who is serving as administrative official upon adoption of the ordinance from which this section derives shall thereafter continuously maintain the permanent residence within the city. The residency requirement for an administrative official as set forth in this section shall be subject to the requirements of applicable federal and state laws, including but not limited to, laws prohibiting discrimination. Any request for a deviation from the requirements of this section shall be provided to city council for consideration.


Sec. 2-187. - Employment and termination.

(a) Administrative officials shall be hired by the city manager and shall be dismissed by the city manager.

(b) The city manager may enlist the services of an advisory board in the selection process of hiring an administrative official.

(c) The probationary period for administrative officials employed by the city before October 1, 1999, prior to attaining permanent status shall be six months. The city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the six-month probationary period. Such dismissal shall not be subject to review.

(d) After satisfactory completion of the six-month probationary period, the city manager may dismiss an administrative official employed by the city before October 1, 1999, when the city manager deems it to be for good cause and necessary for the good of the city. Prior to terminating any such person, the city manager shall provide the person with oral or written notice of the charges or basis for the proposed dismissal, an explanation of the reasons and/or evidence in support thereof, and an opportunity for the administrative official to respond thereto in person or in writing.

(e) All administrative officials who begin employment with the city on or after October 1, 1999, shall be at will employees with the city. No administrative official who begins employment with the city on or after October 1, 1999, shall have any property interest in continuing employment with the city. The
city manager shall have absolute authority to dismiss any such administrative official without cause at any time during the period of the administrative official's employment with the city. Such dismissal shall not be subject to review.


Sec. 2-188. - Rights and benefits.

(a) The general provisions of the Civil Service Rules and Regulations, chapter 2, or future amendments thereto, shall apply to administrative officials.

(b) Administrative officials shall be granted the same level of benefits regarding holidays and leave and employee benefit programs as are provided to classified employees and as set forth in the Civil Service Rules and Regulations, chapters 13 and 14, or future amendments thereto.

(c) Administrative officials shall not be eligible for overtime compensation or compensatory time accumulation. The city manager is hereby authorized to grant absences of up to three days, from time to time, which will not be chargeable as leave time. This will be granted in consideration for the extra time administrative officials are required to spend in the course of their duties.

(Code 1981, § 15-43)

Sec. 2-189. - Compensation and evaluation.

(a) The rate of compensation shall be agreed on between the administrative official and the city manager at the time of employment. Salary increases may be granted from time to time at the discretion of the city manager within the limitations of the budget.

(b) At the completion of the six-month probationary period, the city manager will complete a performance evaluation for each administrative official employed by the city before October 1, 1999. Thereafter, a performance evaluation will be completed annually during September of each year.

(c) The city manager will complete a performance evaluation for each administrative official who begins employment with the city on or after October 1, 1999, during September of each year.


Secs. 2-190—2-205. - Reserved.
SUBJECT: (G20) Resolution No. 19-7 - Approving the Revised Investment Policy of the City

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 19-7, revising the City's Investment Policy.

SUMMARY: Currently, the City's Investment Committee is made up of the City's Finance Director, accounting and Budget Manager, and a Council Member. Based on Council's discussion during the December 4, 2018 Regular Council Meeting and the recommendation of the Investment Committee, the Investment Policy is being revised to remove the Council Member requirement on the board. The Investment Committee meetings serve as a debriefing for Staff and the City Manager and any decisions to be made relating to the City's investing are brought to Council; therefore, the meeting does not meet the requirements of the Sunshine Law.

ATTACHMENTS:

1. Reso. No. 19-7
   Reso. No. 19-7 .pdf
2. Reso. No. 19-7 Exhibit A
   Reso. No. 19-7 Exhibit A.pdf
3. FS218.415
   FS218.415.pdf
4. Investment Minutes 11-28-18 DRAFT
   Investment Minutes 11-28-18 PROOFED.doc

Robin Fenwick Created/Initiated - 02/04/2019
Lori Bockelman Approved - 02/05/2019
Margaret Roberts Approved - 02/08/2019
Jake Johansson Approved - 02/08/2019
Robin Fenwick Final Approval - 02/11/2019
RESOLUTION NO. 19-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE CITY’S INVESTMENT POLICY; SUPERSEDING PRIOR RESOLUTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City of Port Orange Investment Policy, attached hereto as Exhibit “A”, is hereby adopted by City Council, establishing administrative policy for the City of Port Orange.

Section 2. Nothing in this Resolution or Exhibit “A” shall be interpreted or construed to abrogate or conflict with any specific provision of the Florida Statutes and Section 166, as amended and construed by the Courts.

Section 3. The attached Exhibit “A”, from time to time, will be modified, updated and amended by the City Council, based upon policies as determined by City Council, Statutory and other compliance requirements, changing market conditions, recommendations and proposed modifications from City Management, and Professional Investment Advisors.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

_________________________________
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Margaret T. Roberts, City Attorney
Investment Policy
City of Port Orange, Florida

REVISED 2019
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APPENDIX A: Glossary of Cash and Investment Management Terms
APPENDIX B: Investment Pool/Fund Questionnaire
I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of the funds of the City of Port Orange, (hereinafter “City”). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City and shall be identified as “general operating funds” or “portfolio” of the City with the exception of the City’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Investment Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.
IV. **DELEGATION OF AUTHORITY**

In accordance with the City’s Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. The management responsibility for all City funds in the investment program and investment transactions is delegated to the City’s Finance Director. The Finance Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and daily procedures for investment trades and to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City’s portfolios. Such Investment Manager must be registered under the Investment Advisers Act of 1940.

V. **STANDARDS OF PRUDENCE**

The standard of prudence to be used by investment officials shall be the “Prudent Person” standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The “Prudent Person” rule states the following:

> Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. **ETHICS AND CONFLICTS OF INTEREST**

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Clerk, in accordance with the appropriate state statutes governing conflicts of interest, any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment program.
VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City’s operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and “delivery vs. payment” procedures. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit for the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and appropriate staff shall annually complete a minimum 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as “Primary Dealers” by the Federal Reserve Bank of New York. Authorized City staff shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York. The City’s Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers. The Finance Director and/or designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) registered as a dealer under the Securities Exchange Act of 1934;
4) member of the Financial Industry Regulatory Authority, Inc. (FINRA);
5) registered to sell securities in Florida; and
6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
7) Public Depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City’s Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.
X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.

From time to time the above parameters may require modification in order to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations but in no event shall exceed thirty (30) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Finance Director shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Finance Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City’s custodian or their correspondent institutions
The Finance Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when the City may use this method include:

1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
2. When no active market exists for the issue being traded due to the age or depth of the issue
3. When a security is unique to a single dealer, for example, a private placement
4. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City’s depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

**XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION**

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

**Permitted Investments**

<table>
<thead>
<tr>
<th>Sector</th>
<th>Sector Maximum (%)</th>
<th>Per Issuer Maximum (%)</th>
<th>Minimum Ratings Requirement</th>
<th>Maximum Maturity</th>
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<tbody>
<tr>
<td>U.S. Treasury</td>
<td>100%</td>
<td>100%</td>
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<td>10 Years (5.50 Years avg. life(^4) for GNMA)</td>
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<td>GNMA</td>
<td>40%</td>
<td>10%</td>
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<td>Other U.S. Government Guaranteed (e.g. AID, GTC)</td>
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<tr>
<td>Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*</td>
<td>75%</td>
<td>40%(^3)</td>
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<td>10 Years</td>
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<tr>
<td>Federal Agency/GSE other than those above</td>
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<tr>
<td>Sector</td>
<td>Sector Maximum (%)</td>
<td>Per Issuer Maximum (%)</td>
<td>Minimum Ratings Requirement¹</td>
<td>Maximum Maturity</td>
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<tr>
<td></td>
<td>Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aa, or equivalent)</td>
<td>5.50 Years</td>
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<tr>
<td></td>
<td>Two Highest LT Rating Categories (Aa, AA or equivalent)</td>
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<td>Two Highest LT Rating Categories (Aa, AA or equivalent)</td>
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<tr>
<td></td>
<td>N/A</td>
<td>5.50 Years Avg. Life²</td>
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<td>N/A</td>
<td>5.50 Years Avg. Life²</td>
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<td>Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty’s parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent)</td>
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<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
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<td>Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)</td>
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<td>Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)</td>
<td>N/A</td>
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</tbody>
</table>

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization (“NRSRO”), unless otherwise noted. ST=Short-term; LT=Long-term.
² Maximum allocation to all corporate and bank credit instruments is 50% combined.
³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.
⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.
* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).

3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.

5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multifamily or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.

7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

8) **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

10) **Bankers’ Acceptances** - Bankers’ acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.

11) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
   
   a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
   
   b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
   
   c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City’s custodial account or in a separate account in the name of the City.
   
   d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
   
   e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
   
   f. Final term of the agreement must be 1 year or less.
12) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13) **Fixed-Income Mutual Funds and ETFs** - Shares in open-end and no-load fixed-income mutual funds or exchange-traded funds (ETFs) whose underlying investments would be permitted for purchase under this policy and all its restrictions.

14) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

15) **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”)** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Appendix B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

**General Investment and Portfolio Limits**

1. General investment limitations:
   a. Investments must be denominated in **U.S. dollars** and issued for legal sale in U.S. markets.
   b. Minimum ratings are based on the **highest rating** by any one Nationally Recognized Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
   c. All limits and rating requirements apply **at time of purchase**.
   d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Finance Director.
   e. The **maximum maturity** (or average life for MBS/ABS) of any investment is 10 years. Maturity and average life are measured from **settlement date**. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

2. General portfolio limitations:
   a. The **maximum effective duration** of the aggregate portfolio is 3 years.
   b. **Maximum exposure** to issuers in any non-U.S. country cannot exceed 10 percent per country.

3. Investment in the following are permitted, provided they meet all other policy requirements:
   a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
   b. Variable-rate and floating-rate securities
   c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
   d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
   e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
   a. Trading for speculation
   b. Derivatives (other than callables and traditional floating or variable-rate instruments)
   c. Mortgage-backed interest-only structures (I/Os)
   d. Inverse or leveraged floating-rate and variable-rate instruments
   e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
   f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
   g. Convertible, high yield, and non-U.S. dollar denominated debt
   h. Short sales
   i. Use of leverage
   j. Futures and options
   k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
   l. Equities, commodities, currencies and hard assets

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use, unless otherwise specified in Section XII of this Investment Policy. If the City Council approves the use of derivative products, the Finance Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director has sufficient resources and expertise to manage them.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios’ performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the S&P Rated GIP Index Government 30-Day Gross of Fees yield will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds. Investments of current operating funds should have maturities of no longer than twenty-four (24) months.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) should have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten (10) years.
XVII. REPORTING

The Finance Director and/or Investment Advisor shall provide the City Manager with a “Quarterly Investment Report” that summarizes but not limited to the following:

A. Recent market conditions, economic developments and anticipated investment conditions.

B. The investment strategies employed in the most recent quarter.

C. A description of all securities held in investment portfolios at month-end.

D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.

E. Any areas of policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the Finance Director shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider’s safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.
Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT COMMITTEE

An Investment Committee has been established for the purpose of formulating alternative investment strategies and short-range directions within the guideline herein set forth and for monitoring the performance and structure of the City’s portfolio. The Committee shall include the City Manager, Finance Director, the Assistant Finance Director, and may include other members as may be designated by the Finance Director and/or City Manager from time to time.

A designee of the Finance Director will provide the Committee members with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Committee or quorum of the committee shall meet as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided.

The Investment Committee activities shall include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, institutions and dealers, and any other functions as defined herein.

XX. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City resolution. The Finance Director and the Investment Committee shall review the policy annually and the City Council shall approve any modification made thereto. Any inconsistencies between the current portfolio and this policy will be considered acceptable as long as corrective measures are completed to adjust the portfolio in accordance with this policy.

APPROVED AND ADOPTED BY THE CITY COUNCIL ON FEBRUARY 19, 2019; RESOLUTION #_____
Appendix A
Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City’s investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada’s Model Investment Policy.

**Accrued Interest.** Interest earned but which has not yet been paid or received.

**Agency.** See "Federal Agency Securities."

**Ask Price.** Price at which a broker/dealer offers to sell a security to an investor. Also known as “offered price.”

**Asset Backed Securities (ABS).** A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that “own” the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

**Average Life.** The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**Bankers' Acceptance (BA's).** A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

**Basis Point.** One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

**Bearer Security.** A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer’s books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as “physical securities.”

**Benchmark Bills:** In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA’s Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

**Benchmark Notes/Bonds:** Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 30-year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo
market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

**Benchmark.** A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

**Bid Price.** Price at which a broker/dealer offers to purchase a security from an investor.

**Bond.** Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

**Book Entry Securities.** Securities that are recorded in a customer’s account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors’ concerns about the certificates themselves. The vast majority of securities are now book entry securities.

**Book Value.** The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called “amortized cost” as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called “carrying value.” Book value can vary over time as an investment approaches maturity and differs from “market value” in that it is not affected by changes in market interest rates.

**Broker/Dealer.** A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers, and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

**Bullet Notes/Bonds.** Notes or bonds that have a single maturity date and are non-callable.

**Call Date.** Date at which a call option may be or is exercised.

**Call Option.** The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

**Callable Bonds/Notes.** Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

**Certificate of Deposit (CD).** Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

**Collateral.** Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

**Collateralization.** Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.
Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond’s face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond’s true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.
**Designated Bond.** FFCB’s regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

**Discount Notes.** Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

**Discount Rate.** Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

**Discount Securities.** Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

**Discount.** The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

**Diversification.** Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

**Dollar Price.** A bond’s cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

**Duff & Phelps.** One of several NRSROs that provide credit ratings on corporate and bank debt issues.

**Duration.** The weighted average maturity of a security’s or portfolio’s cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

**Fannie Mae.** See "Federal National Mortgage Association."

**Fed Money Wire.** A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

**Fed Securities Wire.** A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

**Fed.** See "Federal Reserve System."

**Federal Agency Security.** A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.
Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.
**Federal Reserve Bank.** One of the 12 distinct banks of the Federal Reserve System.

**Federal Reserve System (the Fed).** The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

**Financial Industry Regulatory Authority, Inc. (FINRA).** A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

**Fiscal Agent/Paying Agent.** A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

**Fitch Investors Service, Inc.** One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

**Floating Rate Security (FRN or “floater”).** A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

**Freddie Mac.** See "Federal Home Loan Mortgage Corporation."

**Ginnie Mae.** See "Government National Mortgage Association."

**Global Notes:** Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

**Government National Mortgage Association (GNMA or "Ginnie Mae").** One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

**Government Securities.** An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, Bonds, and SLGS.”

**Government Sponsored Enterprise (GSE).** Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

**Index.** A compilation of statistical data that tracks changes in the economy or in financial markets.

**Interest-Only (IO) STRIP.** A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

**Internal Controls.** An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

**Inverse Floater.** A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

**Investment Advisor.** A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.
**Investment Adviser Act of 1940.** Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

**Investment Grade.** Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although “BBB” rated bonds are considered investment grade, most public agencies cannot invest in securities rated below “A-.”

**Liquidity.** Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

**Local Government Investment Pool (LGIP).** An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration’s Florida Prime Fund).

**Long-Term Core Investment Program.** Funds that are not needed within a one-year period.

**Market Value.** The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

**Mark-to-market.** Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

**Master Repurchase Agreement.** A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

**Maturity Date.** Date on which principal payment of a financial obligation is to be paid.

**Medium Term Notes (MTN’s).** Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

**Money Market.** The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptance, etc.) are issued and traded.

**Money Market Mutual Fund (MMF).** A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to “rule 2a-7” which significantly limits average maturity and credit quality of holdings. MMF’s are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

**Moody's Investors Service.** One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

**Mortgage Backed Securities (MBS).** Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.
Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

\[
\frac{(\text{Total assets}) - (\text{Liabilities})}{(\text{Number of shares outstanding})}
\]

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.


Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.
Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the “prudent person” rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., “qualified public depository” means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.

4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.

5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the
corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to “loan” the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.
STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.
**Treasury Notes.** Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

**Trustee.** A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

**Uniform Net Capital Rule.** SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

**Unrealized Gains (Losses).** The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

**Variable-Rate Security.** A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also “Floating Rate Note.”

**Weighted Average Maturity (or just “Average Maturity”).** The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

**Weighted Average Maturity to Call.** The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

**Yield Curve.** A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

**Yield to Call (YTC).** Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

**Yield to Maturity (YTM).** Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

**Yield.** There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."
Appendix B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?
The 2018 Florida Statutes

Title XIV
TAXATION AND FINANCE

Chapter 218
FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS

218.415 Local government investment policies.—Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government and maintained by the unit of local government or, in the alternative, such activity must be conducted in accordance with subsection (17). Any such unit of local government shall have an investment policy for any public funds in excess of the amounts needed to meet current expenses as provided in subsections (1)-(16), or shall meet the alternative investment guidelines contained in subsection (17). Such policies shall be structured to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. Each unit of local government shall adopt policies that are commensurate with the nature and size of the public funds within its custody.

(1) SCOPE.—The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses. The investment policy shall not apply to pension funds, including those funds in chapters 175 and 185, or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

(2) INVESTMENT OBJECTIVES.—The investment policy shall describe the investment objectives of the unit of local government. Investment objectives shall include safety of capital, liquidity of funds, and investment income, in that order.

(3) PERFORMANCE MEASUREMENT.—The investment policy shall specify performance measures as are appropriate for the nature and size of the public funds within the custody of the unit of local government.

(4) PRUDENCE AND ETHICAL STANDARDS.—The investment policy shall describe the level of prudence and ethical standards to be followed by the unit of local government in carrying out its investment activities with respect to funds described in this section. The unit of local government shall adopt the Prudent Person Rule, which states that: “Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.”

(5) LISTING OF AUTHORIZED INVESTMENTS.—The investment policy shall list investments authorized by the governing body of the unit of local government, subject to the provisions of subsection (16). Investments not listed in the investment policy are prohibited. If the policy authorizes investments in derivative products, the policy must require that the unit of local government’s officials responsible for making investment decisions or chief financial officer have developed sufficient understanding of the derivative products and have the expertise to manage them. For purposes of this subsection, a
“derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or index or asset values. If the policy authorizes investments in reverse repurchase agreements or other forms of leverage, the policy must limit the investments to transactions in which the proceeds are intended to provide liquidity and for which the unit of local government has sufficient resources and expertise.

(6) MATURITY AND LIQUIDITY REQUIREMENTS.—The investment policy shall require that the investment portfolio be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

(7) PORTFOLIO COMPOSITION.—The investment policy shall establish guidelines for investments and limits on security issues, issuers, and maturities. Such guidelines shall be commensurate with the nature and size of the public funds within the custody of the unit of local government.

(8) RISK AND DIVERSIFICATION.—The investment policy shall provide for appropriate diversification of the investment portfolio. Investments held should be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.

(9) AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.—The investment policy should specify the authorized securities dealers, issuers, and banks from whom the unit of local government may purchase securities.

(10) THIRD-PARTY CUSTODIAL AGREEMENTS.—The investment policy shall provide appropriate arrangements for the holding of assets of the unit of local government. Securities should be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of the unit of local government. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

(11) MASTER REPURCHASE AGREEMENT.—The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

(12) BID REQUIREMENT.—The investment policy shall require that the unit of local government’s staff determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in subsection (2) must be selected.

(13) INTERNAL CONTROLS.—The investment policy shall provide for a system of internal controls and operational procedures. The unit of local government’s officials responsible for making investment decisions or chief financial officer shall establish a system of internal controls which shall be in writing and made a part of the governmental entity’s operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically.
required of the unit of local government. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the unit of local government.

(14) CONTINUING EDUCATION.—The investment policy shall provide for the continuing education of the unit of local government’s officials responsible for making investment decisions or chief financial officer. Such officials must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

(15) REPORTING.—The investment policy shall provide for appropriate annual or more frequent reporting of investment activities. To that end, the governmental entity’s officials responsible for making investment decisions or chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.—Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.

(d) Direct obligations of the United States Treasury.

(e) Federal agencies and instrumentalities.

(f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.

(g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(h) Other investments authorized by law or by ordinance for a county or a municipality.

(i) Other investments authorized by law or by resolution for a school district or a special district.

(17) AUTHORIZED INVESTMENTS; NO WRITTEN INVESTMENT POLICY.—Those units of local government electing not to adopt a written investment policy in accordance with investment policies developed as provided in subsections (1)-(15) may invest or reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
(d) Direct obligations of the U.S. Treasury.

The securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

(18) SECURITIES; DISPOSITION.—

(a) Every security purchased under this section on behalf of the governing body of a unit of local government must be properly earmarked and:

1. If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body’s interest in the security;

2. If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or

3. If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

(b) The unit of local government’s governing body may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

(19) SALE OF SECURITIES.—When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government’s governing body may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

(20) PREEXISTING CONTRACT.—Any public funds subject to a contract or agreement existing on October 1, 2000, may not be invested contrary to such contract or agreement.

(21) PREEMPTION.—Any provision of any special act, municipal charter, or other law which prohibits or restricts a local governmental entity from complying with this section or any rules adopted under this section is void to the extent of the conflict.

(22) AUDITS.—Certified public accountants conducting audits of units of local government pursuant to s. 218.39 shall report, as part of the audit, whether or not the unit of local government has complied with this section.

(23) AUTHORIZED DEPOSITS.—In addition to the investments authorized for local governments in subsections (16) and (17) and notwithstanding any other provisions of law, a unit of local government may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

(a) The funds are initially deposited in a qualified public depository, as defined in s. 280.02, selected by the unit of local government.
(b) The selected depository arranges for depositing the funds in financial deposit instruments insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations, wherever located, for the account of the unit of local government.

(c) The full amount of the principal and accrued interest of each financial deposit instrument is insured by the Federal Deposit Insurance Corporation.

(d) The selected depository acts as custodian for the unit of local government with respect to each financial deposit instrument issued for its account.

History.—s. 1, ch. 95-194; s. 2, ch. 97-9; s. 3, ch. 2000-264; ss. 66, 141, ch. 2001-266; s. 2, ch. 2005-126; s. 1, ch. 2007-89; s. 42, ch. 2008-4; s. 2, ch. 2009-140.
A Regular Meeting of the Investment Committee was called to order by Jake Johansson at 4:03 p.m.

Pledge of Allegiance

Roll call: Present: Jake Johansson, City Manager
Lisa Pallante, Accounting and Budget Manager

Absent Scott Stiltner, Vice Mayor

Also Present: Scott Stitcher, Director, PFM
Shelby Field, Assistant City Clerk
Robin Fenwick, City Clerk
Lori Bockelman, Assistant Finance Director
Cynthia Burgess, Compliance Manager

B. DISCUSSION / ACTION

2. Approval of the August 21, 2018 Minutes

Motion to approve the minutes of August 21, 2018 was made by Lisa Pallante, Accounting and Budget Manager, and seconded by Jake Johansson, City Manager. Motion carried unanimously by voice vote.


Scott Stitcher, Director, PFM, provided an overview of the report for the quarter ending September 30, 2018. Mr. Stitcher stated that the Fed has a dual mandate, to keep inflation in check and keep employment high. The nation is at a 3.7% unemployment rate, an all-time low. Inflation has started to move towards the 2% Fed target. We have had a very strong second and third quarter, the first back to back quarters resembling this in many years. Mr. Stitcher stated that there are no concerns for a recession at this time. Yields are up 1.33% indicating that income is rising. The City's portfolio is highly diversified and at the most recent quarter end the portfolio was at a 4.2%.

Jake Johansson, City Manager, spoke on the unemployment rate and inquired as to who was taking credit for the low unemployment rate. Mr. Stitcher stated at this time new jobs are being created and they're being filled which influences the unemployment rate.
C. OTHER BUSINESS/REPORTS

5. Review City’s Investment statements ending September 30, 2018
6. Review 2006 GO Bond Funds statements ending September 30, 2018
7. Review 2004/2017 Capital Improvement Fund statements ending September 30, 2018

Cynthia Burgess, Compliance Manager, provided a brief overview of all three statements.

Lori Bockelman, Assistant Finance Director, passed out Investment Policy packets and asked that it be discussed at their next meeting. Mr. Stitcher stated it was discussed and revised in 2016 but was unsure why single A corporate wasn’t approved. He would like to discuss that further this year. The Board agreed.

Robin Fenwick, City Clerk, addressed the contradictory statements in the investment policy and the need or desire to have a Council member on the committee and whether the committee meets the Sunshine Law requirements or not. The Committee doesn’t believe a Council member is required as any changes are brought to Council for approval anyway. Mr. Stitcher advised other cities he works with do not have a Council member and do not meet in the “Sunshine” sometimes. Staff has found it difficult to discuss the investment needs of the City because of the requirements of the Sunshine Law. Ms. Fenwick doesn’t believe it is a committee of the Council because the City Manager has the responsibility based on the Charter, not Council. The Committee agreed.

Additional policy changes will be brought to Council after further discussions at the next meeting.

D. PUBLIC COMMENTS – there were none.

E. ADJOURNMENT 4:55pm

____________________________
M. J. Johansson, City Manager
CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/19/2019

Consent item: No

SUBJECT: (G21) Discussion Regarding Fire Service Fees

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: City Council provided direction to staff that they would like to consider a fire service fee beginning in FY 2020. The original reason for the analysis was the possibility of the passage of Amendment 1, which would have increased the homestead exemption and cost the city about $1,000,000 in ad valorem revenue. While Amendment 1 did not pass, adding a fire service fee has its advantages and Council expressed support in staff continuing to explore this issue.

On December 4th, 2018, Council approved resolution 18-59 providing notice to the Property Appraiser, Tax Collector and the Department of Revenue preserving the uniform collection method (on the tax bills) should the City decide to move forward with a fire service fee.

Since that time Government Services Group (GSG) has been assisting staff in the details of how to move forward with a legally defensible fire service fee methodology should we chose to do so.

Representative from GSG will present those details tonight along with possible fire service fee scenarios for Port Orange. Should Council want to proceed further, the next step would be a non-binding amendment to the City Code to allow for the collection of a fire service fee. Even if Council adopts this ordinance, the City does not have to move forward. However, without a change to the ordinance, the City will not have the option. Staff requests consensus on moving forward with a proposed ordinance change and a possible fee amount. The proposed fee amount can be changed up until September 13, 2019.

Project No.: Funding Account No.:

Presenter: Sandi Walker

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Name</th>
<th>Action/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Rosen</td>
<td>Created/Initiated - 02/04/2019</td>
</tr>
<tr>
<td>Ken Fustin</td>
<td>Approved - 02/05/2019</td>
</tr>
<tr>
<td>Lori Bockelman</td>
<td>Approved - 02/06/2019</td>
</tr>
<tr>
<td>Matthew Jones</td>
<td>Approved - 02/06/2019</td>
</tr>
<tr>
<td>Jake Johansson</td>
<td>Approved - 02/06/2019</td>
</tr>
<tr>
<td>Robin Fenwick</td>
<td>Final Approval - 02/06/2019</td>
</tr>
</tbody>
</table>
City of Port Orange
Fire Assessment Program

February 19, 2019
Government Services Group, Inc. (GSG)

Florida Corporation

- Headquartered in Tallahassee with offices in Longwood
- Over 20 years in business
- Specialize in local government finance and taxation issues

Special Assessment Experience

- Created some of the first assessment programs in the State
- Assisted in “Writing the Law” for special assessments in the State
- Court acknowledged expert in development and implementation of special assessments
  - Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010)
- Worked on more than 250 assessment programs throughout the State
  - Over 100 fire assessments
- Acknowledged Expert in area of Assessment Roll Development and Certification by the Florida Department of Revenue, Property Appraisers and Tax Collectors
Fire Assessment Experience

- GSG has worked with over 100 clients throughout the State of Florida on fire assessment:
  - 75 Cities
  - 32 Counties
  - 10 Special Districts
Purpose and Goals of Assessment Program

- **Revenue**
  - Will generate revenue for fire protection services

- **Diversification**
  - Non-ad valorem revenue source
  - Dependent on cost of services, not taxable values
  - Broadens “tax base” of those paying for fire protection services

- **Accountability**
  - Legally restricted funds for the provision of fire protection services, facilities and programs

- **Equity**
  - Property value bears no relationship to the provision of or demand for fire services
  - Patchwork of exemptions from property taxes and limitations on fair valuation (Save Our Homes) further distort and limit those properties that pay for fire services under ad valorem system
  - Fire assessments are driven by service costs and demand
  - All property fairly and reasonably pays for the availability and provision of fire protection services regardless of taxable value or available exemptions
What is a Fire Assessment?

• Charge imposed against real property to pay for fire protection services.
  • Fire services includes such things as:
    • Fire suppression
    • Hazmat response
    • Fire prevention
    • Emergency response and disaster preparedness
    • Safety education
  • Does **NOT** include EMS-type services above level of first responder
Case Law Requirements

1. Special Benefit to Property
   • Fire services (up to first responder) do provide benefit.

AND

2. Fair and reasonable apportionment
   • Logically and factually driven method must be developed to spread the costs among the benefited properties.
   • Does method of apportionment make sense in terms of what is being provided?
   • Legislative determination receives judicial deference.
Apportionment Methodology
Historical Demand Methodology*

- Court tested and approved
- Most widely adopted
- Historical demand is the driving factor
- Based on initial response; therefore, treats all calls equally

*Methodology was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).
Data Components

1. Service Delivery
   • ALS with transport
   • Fire flow available
     • no non-residential square foot cap
   • Benefit Area
     • Incorporated City of Port Orange

2. Assessable Budget
   • Allocate between Fire and EMS*

3. Call Data
   • Calendar Year 2017

4. Parcel Data/Preliminary Assessment Roll
   • Ad Valorem Tax Roll Data
     • Building/Property Use
     • Dwelling Units
     • Square Footage

* In June 2000, in the case of SMM Properties, Inc. v. City of North Lauderdale, the Fourth District Court of Appeals concluded that EMS did not provide a special benefit to property; however, it reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. Methodology was upheld by the 4th DCA in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487(Fla. 4th DCA Jan. 2010).
5-Year Assessable Budget

- 5-Year Proforma Fire Department Budget (Fiscal Year 2019-20 through Fiscal Year 2023-24)
  - Split between Fire and ALS/EMS*
    - Include 5-Year Capital Improvement Plan
    - Transportation Service Costs
    - Miscellaneous Assessment Expenditures
      - Study costs, collection costs, etc.
  - Total Net Assessable Expenditures
- 5-Year Average Assessable Budget - $7,940,484

* In June 2000, in the case of SMM Properties, Inc. v. City of North Lauderdale, the Fourth District Court of Appeals concluded that EMS did not provide a special benefit to property; however, it reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. Methodology was upheld by the 4th DCA in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487(Fla. 4th DCA Jan. 2010).
Cost Apportionment
Based on Historical Demand for Fire Services (Calendar Year 2017)

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of Calls</th>
<th>% Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>1,230</td>
<td>71.89%</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>152</td>
<td>8.88%</td>
</tr>
<tr>
<td>Commercial</td>
<td>202</td>
<td>11.81%</td>
</tr>
<tr>
<td>Industrial/Warehouse</td>
<td>22</td>
<td>1.29%</td>
</tr>
<tr>
<td>Institutional</td>
<td>105</td>
<td>6.14%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,711</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

![Pie chart showing the distribution of calls by category]
# Parcel Apportionment

<table>
<thead>
<tr>
<th>Category</th>
<th>Parcel Apportionment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Categories</strong></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>Dwelling Unit</td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Residential Categories</strong></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>Square Footage</td>
</tr>
<tr>
<td>Industrial/Warehouse</td>
<td></td>
</tr>
<tr>
<td>Institutional</td>
<td></td>
</tr>
</tbody>
</table>
## Assessment Rate Calculation
Based on 100% Fire Assessable Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>% Calls</th>
<th>Percentage of 5-Year Average Budget</th>
<th>Billing Units</th>
<th>Per Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>71.89%</td>
<td>$5,708,238</td>
<td>24,156</td>
<td>$237.00</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>8.88%</td>
<td>$705,408</td>
<td>3,876</td>
<td>$182.00</td>
</tr>
<tr>
<td>Commercial</td>
<td>11.81%</td>
<td>$937,450</td>
<td>4,567,222</td>
<td>$0.206</td>
</tr>
<tr>
<td>Industrial/Warehouse</td>
<td>1.29%</td>
<td>$102,099</td>
<td>2,346,795</td>
<td>$0.044</td>
</tr>
<tr>
<td>Institutional</td>
<td>6.14%</td>
<td>$487,289</td>
<td>1,997,013</td>
<td>$0.245</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td><strong>$7,940,484</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Rate Scenarios

<table>
<thead>
<tr>
<th>Category</th>
<th>33.3%</th>
<th>21%</th>
<th>14.75%</th>
<th>12.5%</th>
<th>10.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>$79.00</td>
<td>$50.00</td>
<td>$35.00</td>
<td>$30.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>$61.00</td>
<td>$39.00</td>
<td>$27.00</td>
<td>$23.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Commercial</td>
<td>$0.069</td>
<td>$0.044</td>
<td>$0.031</td>
<td>$0.026</td>
<td>$0.022</td>
</tr>
<tr>
<td>Industrial/Warehouse</td>
<td>$0.015</td>
<td>$0.010</td>
<td>$0.007</td>
<td>$0.006</td>
<td>$0.005</td>
</tr>
<tr>
<td>Institutional</td>
<td>$0.082</td>
<td>$0.052</td>
<td>$0.036</td>
<td>$0.031</td>
<td>$0.026</td>
</tr>
<tr>
<td><strong>Estimated Total Gross</strong></td>
<td>$2,644,181</td>
<td>$1,667,502</td>
<td>$1,171,221</td>
<td>$992,561</td>
<td>$833,751</td>
</tr>
<tr>
<td><strong>Estimated Buy-Down</strong></td>
<td>$167,268</td>
<td>$106,235</td>
<td>$73,688</td>
<td>$63,289</td>
<td>$53,118</td>
</tr>
<tr>
<td>Government</td>
<td>$134,907</td>
<td>$85,714</td>
<td>$59,481</td>
<td>$51,056</td>
<td>$42,857</td>
</tr>
<tr>
<td>Institutional Tax Exempt</td>
<td>$32,361</td>
<td>$20,251</td>
<td>$14,207</td>
<td>$12,234</td>
<td>$10,261</td>
</tr>
<tr>
<td><strong>Estimated Net Revenue</strong></td>
<td>$2,476,913</td>
<td>$1,561,267</td>
<td>$1,097,533</td>
<td>$929,271</td>
<td>$780,633</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
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<tbody>
<tr>
<td>Commercial</td>
<td>6,890</td>
</tr>
<tr>
<td>Industrial/Warehouse</td>
<td>7,387</td>
</tr>
<tr>
<td>Institutional</td>
<td>10,959</td>
</tr>
<tr>
<td>Government</td>
<td></td>
</tr>
<tr>
<td>Institutional Tax Exempt</td>
<td></td>
</tr>
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</table>
## Implementation Schedule

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Adopts Resolution of Intent</td>
<td>December 4, 2018</td>
</tr>
<tr>
<td>Workshop Presentation</td>
<td>February 2019</td>
</tr>
<tr>
<td>First Reading of Ordinance</td>
<td>May 2019</td>
</tr>
<tr>
<td>Advertise Ordinance</td>
<td>May – June 2019</td>
</tr>
<tr>
<td>Adopt Ordinance</td>
<td>June 2019</td>
</tr>
<tr>
<td>Adopt Initial Assessment Resolution</td>
<td>June 2019</td>
</tr>
<tr>
<td>Advertise Public Hearing</td>
<td>July – August 2019</td>
</tr>
<tr>
<td>Mail TRIM/First Class Notices</td>
<td>July – August 2019</td>
</tr>
<tr>
<td>Adopt Final Assessment Resolution</td>
<td>August – September 2019</td>
</tr>
<tr>
<td>Certify Fire Assessment Roll To Tax Collector</td>
<td>By September 13, 2019</td>
</tr>
<tr>
<td>Tax Bills Mailed</td>
<td>November 2019</td>
</tr>
</tbody>
</table>
Policy Direction

• Notice to Proceed with Implementation
  • Rates
• Exemption Policy
  • Government Parcels
  • Institutional Tax Exempt Parcels*
• Other Issues

*The importance of special assessments on non-governmental, tax exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) noting that religious organizations or entities owning developed real property that are exempt from ad valorem taxes but not from special assessments.

Non-governmental tax exemptions must be based upon a determination that such exemptions constitute a valid public purpose. The funding of exemptions for non-governmentally owned institutional property wholly exempt from ad valorem taxes could be based on a finding that such properties provide facilities and uses to their ownership, occupants or membership, as well as the public in general, that otherwise might be required to be provided by the City. Such a finding would be the basis for a determination that such properties serve a legitimate public purpose or provided a public benefit that merited the City’s funding of an exemption from the fire assessment.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City’s general fund. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.
THE END
SUBJECT: (G22a) First Reading - Ordinance No. 2019-10 - Amending the City's Regulations of Dangerous Dogs

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-10.

SUMMARY: This ordinance amends the City's regulations of dangerous dogs to be consistent with state law and to acknowledge the adoption of dangerous dog procedures by resolution.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:


Robin Fenwick Created/Initiated - 01/28/2019
Thomas Grimaldi Approved - 01/28/2019
Matthew Jones Approved - 02/06/2019
Jake Johansson Approved - 02/06/2019
Robin Fenwick Final Approval - 02/06/2019
ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3, CODE OF ORDINANCES, TO REVISE THE DEFINITION OF DANGEROUS DOG; AMENDING SECTION 10-9, CODE OF ORDINANCES, REGARDING THE CONFINEMENT REQUIREMENTS FOR A DANGEROUS DOG; AMENDING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to update its regulations related to dangerous dogs.

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

Section 1. Section 10-3 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to revise the definition of “dangerous dog” as follows:

Sec. 10-3. - Definitions.

Dangerous dog means any dog that, according to the records of the appropriate authority city:

(1) Has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property;

(2) Has more than once severely injured or killed a domestic animal while off the owner’s property;

(3) Has been used primarily or in part for the purpose of dogfighting or is a dog trained for dogfighting; or
(4) Has, when unprovoked, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority city.

Section 2. Section 10-9 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 10-9. – Dangerous dogs.

(a) The provisions of F.S. §§ 767.10 – 767.16, as amended, 767.11—767.13 are hereby adopted by reference as though fully published in this chapter. It is a violation of this chapter for any person to commit an act or omission, or cause an act to be committed, in violation of F.S. §§ 767.10 – 767.16, as amended, 767.11—767.13.

(b) In addition to If outside of a proper enclosure, a dangerous dog shall be confined:

(1) Inside a locked cage or animal carrier; or

(2) By a non-choke collar or harness, muzzled and securely tethered while being supervised and controlled by a competent adult. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal.

(c) It is a violation of this chapter for the owner of a dangerous dog to refuse or fail to confine such animal as required by this section.
(ORD. NO. 2019-10)

(d) It is a violation of this chapter for any person to release or remove a dangerous dog from a proper enclosure or any other confinement as required by this section.

(e) The due process hearing procedures to challenge the initial determination by an Animal Control Officer to classify a dog as a dangerous dog and the proposed penalty shall be as set forth by resolution of city council.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 6. This ordinance shall be become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

______________________________
Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of __________________, 2019.

Passed and adopted on second reading and final reading on the ____ day of ________________, 2019.

Reviewed and approved: ___________________________
Matthew J. Jones, Deputy City Attorney
CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/19/2019

Consent item: No

SUBJECT: (G22b) Resolution No. 19-3 - Revising Dangerous Dog Procedures for Hearings

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to adopt Resolution No. 19-3.

SUMMARY: Staff is recommending an update to the Dangerous Dog Hearing Procedures. The proposed changes include:

1) Changing the 3-member volunteer panel to a special magistrate
2) Allowing for the City Manager to designate the special magistrate.
3) Updating the procedures for consistency with state law

This amendment will also allow the City Attorney's Office to represent the Animal Control Officer at the hearing, as needed. Formerly, the City Attorney's Office operated as counsel to the volunteer board. The proposed procedure will be similar to our current code enforcement procedure.

Presenter:

ATTACHMENTS:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Resolution No. 19-3 - Dangerous Dog Procedures w Ex. A</td>
<td>Resolution No. 19-3 - Dangerous Dog Procedures w Ex. A.pdf</td>
</tr>
<tr>
<td>2.</td>
<td>Resolution No 04-18 - Current Procedures being Repealed and Replaced</td>
<td>Resolution No 04-18.docx</td>
</tr>
</tbody>
</table>

Robin Fenwick                        Created/Initiated - 01/07/2019
Thomas Grimaldi                      Approved - 01/07/2019
Matthew Jones                        Approved - 01/28/2019
Jake Johansson                       Approved - 01/29/2019
Robin Fenwick                        Final Approval - 01/29/2019
RESOLUTION NO. 19-3

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

WHEREAS, the City Council has determined a need to establish uniform dangerous dog procedures for hearings; and

WHEREAS, the procedures outlined below are consistent with subsection 767.12(3) of the Florida Statutes; and

WHEREAS, the use of a special magistrate will allow for the most efficient and professional resolution to dangerous dog cases.

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

Section 1. The Dangerous Dog Classification and Penalty Hearing Procedures, attached hereto as Exhibit “A” are hereby adopted.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution supersedes and replaces Resolution No. 04-18.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.
Section 4. This resolution shall become effective immediately upon adoption.

____________________
MAYOR DONALD O. BURNETTE

ATTEST:

____________________
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: ______________________________
Matthew J. Jones, Deputy City Attorney
CITY OF PORT ORANGE DANGEROUS DOG CLASSIFICATION AND PENALTY HEARING PROCEDURES

I. Initial Determination; Penalty; Notice; Request for Hearing; Failure to File

A. Following completion of the investigation of a reported incident involving a dog that may be dangerous, if the Animal Control Officer finds sufficient cause for an initial determination to classify a dog as dangerous, he/she shall provide written notification of the sufficient cause finding and the proposed penalty to the owner of the dog by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, Florida Statutes, relating to service of process.

B. The owner may request a hearing to contest the initial determination and/or proposed penalty by completing the Request for Hearing form included with the written notification and filing it with the City Clerk within seven (7) calendar days from the date of receipt of the notification of the sufficient cause finding.

C. The hearing shall be a public hearing held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request by the City Clerk from the owner. Failure by the owner to timely request a hearing shall result in the initial determination of a dangerous dog classification and/or proposed penalty becoming final by operation of law.

II. Special Magistrate; Record; Parties; Legal Counsel; Witnesses

A. The hearing on the initial dangerous dog classification and/or proposed penalty shall be held before a Special Magistrate designated by the City Manager. A veterinarian may be present at the hearing to advise and assist the Special Magistrate upon his/her request.

B. The owner will need to secure a verbatim record of the proceedings, at his or her own expense, including all testimony and evidence of the proceedings in the event that an appeal should be necessary.

C. The participants at the hearing shall be the investigating Animal Control Officer, the owner of the dog and any witnesses the parties may call to testify. Any person who decides to appeal any decision made by the panel shall need a record of the proceedings, and for such purposes he or she shall need to ensure, at his or her own expense, the taking and preparation of a verbatim record of all testimony and evidence of the proceeding being appealed.

D. The owner may be represented by legal counsel at the hearing at his or her own expense. The Animal Control Officer may be represented by the City Attorney or designee of the City Attorney.
III. Conduct of Hearing by Special Magistrate; Burden of Proof; Order of Proof; Cross-Examination of Witnesses; Due Process Standard; Findings of Fact and Conclusions of Law

A. The Special Magistrate shall preside over the hearing to ensure a fair and orderly process. The Special Magistrate shall administer oaths to parties and their witnesses, rule on all procedural matters, including objections to the admissibility of evidence, make substantive findings of fact and conclusions of law and enter a final appealable order. The Special Magistrate may order the removal of disorderly individuals from the hearing room.

B. The burden of proof shall be upon the Animal Control Officer to show by substantial and competent evidence that the dog is a dangerous dog as defined by Section 767.11, Florida Statutes and Sec. 10-3, City of Port Orange Code of Ordinances, and that the proposed penalty is appropriate under Section 767.12(5), Florida Statutes. The Animal Control Officer shall make the first presentation of evidence as to why he/she has determined that the dog is dangerous. This evidence may include, but is not limited to, testimony of the Animal Control Officer’s direct observations, videotaped evidence, testimony of neighbors and/or other individuals who have personal knowledge of the situation.

C. The owner, or his or her attorney, if any, may cross-examine the Animal Control Officer as to the substance of his or her testimony following direct examination and/or after the direct examination testimony of any witness called by the Animal Control Officer.

D. After the Animal Control Officer has concluded his/her case in chief, the dog’s owner shall have an opportunity to make his or her defense. The owner may present evidence to prove that the initial determination by the Animal Control Officer classifying the dog as dangerous is erroneous, or unsupported by substantial competent evidence. The owner may present evidence which may include, but is not limited to, his or her own testimony, documentary evidence and/or the testimony of other witnesses or persons who have personal knowledge of the particular situation. The Animal Control Officer or his/her attorney, if any, shall have the right to cross-examine the animal’s owner after testifying and/or the animal owner’s witnesses, if any. Thereafter, the Animal Control Officer shall have an opportunity to briefly rebut any issue raised by the owner not previously addressed by the Animal Control Officer.

E. Formal rules of evidence do not apply, but fundamental due process shall be observed and shall govern the proceedings to ensure that a correct dangerous dog determination and/or penalty has (have) been made.

F. After all the evidence is presented, the Special Magistrate shall make Findings of Fact and Conclusions of Law as to whether sufficient substantial and competent evidence has been established to sustain or overrule the initial determination that the dog be classified as dangerous and/or that the penalty is appropriate. The Special Magistrate shall prepare a written final order entering the findings of fact and conclusions of law.
IV. Appeal Procedure: Securing the Dog Pending Appeal

A. Upon a dangerous dog classification and/or penalty becoming final after a hearing or by operation of law, the animal control authority shall provide a written final order to the owner by registered mail, certified hand delivery or service. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with Rule 9.110, Florida Rules of Appellate Procedure, as may be subsequently amended or replaced, after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal. An appeal to the circuit court of any final or nonfinal order of the Special Magistrate shall be an appeal of the record created at the hearing in front of the Special Magistrate, and shall not require a de novo review. Failure by the appellant to produce a record for appeal may result in a dismissal of the appeal.
RESOLUTION NO. 04-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING DANGEROUS DOG PROCEDURES FOR HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that there is a need to establish dangerous dog procedures for hearings; and

WHEREAS, the City staff has established dangerous dog hearing procedures pursuant to Florida Statutes 767.12(1)(c); and

WHEREAS, the City staff recommends that the City Council review and accept the dangerous dog hearing procedures.

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

Section 1. The Dangerous Dog Hearing Procedures, attached hereto as Exhibit A, are hereby approved.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

______________________________
Kenneth W. Parker, City Manager

Adopted on the 2 day of March, 2004.

Reviewed and Approved: ________________________
                      City Attorney
City of Port Orange Dangerous Dog Hearing Procedures

1. After the Animal Control Officer has made a determination to classify a dog as dangerous, the Animal Control Officer shall provide written notification of the sufficient cause finding to the owner by registered mail, certified mail, hand delivery, or service in conformance with the provisions of Chapter 48, Florida Statutes, relating to service of process.

2. The owner may file a written request for a hearing within seven (7) calendar days from the date of receipt of the notification of sufficient cause finding.

3. The hearing shall be held before a three member panel. A veterinarian may be included as a member of the panel depending on availability. The members of the panel shall be persons who are experienced in hearing procedures, if possible. The panel members shall be selected by the City Manager, who may vary the composition from hearing to hearing.

4. Present at the hearing shall be a recording secretary who shall tape record the proceedings, the Animal Control Officer, and the owner of the dog. Any person who decides to appeal any decision made by the panel shall need a record of the proceedings, and for such purposes he or she shall need to ensure, at his or her own expense, the taking and preparation of a verbatim record of all testimony and evidence of the proceeding being appealed.

5. The owner may be represented by legal counsel at his or her own expense. The hearing shall be a public hearing.

6. The panel, before hearing commences, shall select a chairman. The Chairman shall preside over the hearing and control the hearing ensuring a fair and orderly process. The Chairman shall have the right to ensure that any evidence presented is relevant to the issue, and admit or exclude evidence subject to majority vote by the full panel. Further the Chairman will ensure that there are no personal attacks on any of the participants, and that the proceedings are orderly, and the Chairman may cause the removal of disorderly individuals from the hearing room.

7. The burden of proof shall be upon the Animal Control Officer, and he/she shall make the first presentation before the panel presenting the evidence as to why he/she has determined that the dog is dangerous. This evidence may include but is not limited to, the Animal Control Officer's direct observations, video taped evidence, testimony of neighbors or other individuals who have personnel knowledge of the situation.

8. All witnesses offering testimony shall be placed under oath or affirmation by a person duly authorized to administer oaths.
9. During the presentation of the Animal Control Officer's case, the owner may, after any witness have finished testifying and before they leave the witness chair, cross-examine the witness as to his or her testimony. Cross-examination is for the purpose of bringing out any inconsistencies or errors in the testimony of the witnesses.

10. After presentation by the Animal Control Officer, any member of the panel may ask relevant questions. The panel shall wait until the end of the initial presentation by Animal Control. The panel shall be a neutral factfinding body and shall not either advocate the Animal Control Officer's case or the animal owner's position.

11. After the Animal Control Officer has made the initial presentation then the dog's owner shall have an opportunity to make his or her presentation. The owner may present evidence demonstrating that the determination by the Animal Control Officer classifying the dog as dangerous is erroneous. The owner may present live testimony, documentary evidence, or the testimony of other witnesses or persons who have personal knowledge of the particular situation.

12. After the dog's owner has finished presenting his or her case, the Animal Control Officer shall have the right to cross-examine the animal owner and the animal owner's witnesses. Thereafter, the Animal Control Officer shall have an opportunity to briefly rebut any issue raised by the owner not previously address by the Animal Control Officer.

13. This is not a formal court procedure, but rather an informal proceeding to ensure that a correct dangerous dog determination has been made.

14. After all the evidence is presented, the panel shall deliberate in public and shall reach a decision either finding that there is competent substantial evidence to uphold the determination by the Animal Control Officer that the dog is dangerous, or that there is not enough evidence to declare the dog dangerous. The panel shall prepare a written order setting forth brief findings or fact and conclusions of law.

15. After the order is entered, written notice of dangerous dog classification shall be provided to the owner by registered mail, certified, hand delivery, or service in conformance with chapter 48. After receipt the owner may file a written request for a hearing in the County Court to appeal the classification within ten (10) business days after receipt of written determination. The ten (10) business days exclude Saturday, Sunday and legal holidays. If the written request for a hearing is made after ten days the County Court will not hear it. If a timely appeal is made the dog owner shall ensure that the judge is provided a copy of the transcript and documentary evidence of the hearing.
SUBJECT: (G23) Approval of Interlocal Agreement to participate in the CARE Program with Volusia County

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with Volusia County to participate in the CARE program.

SUMMARY: This interlocal agreement provides a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations.

Closest Available Response Element (CARE): The County and municipal provider agree to operate in a coordinated closest available transport unit response strategy. All transport capable units will respond and provide patient transport service to any address in which a Priority E or a Priority 1 emergency request is made. The closest available unit will be determined by Automatic Vehicle Locator (AVL). Municipal fire transport units will respond as the closest available transport unit to priority 2 non-emergency calls located within the boundaries of that fire unit’s municipality.

Project No.: Funding Account No.: 001-0000-342.32-00

Presenter: Ken Fustin, Jake Johansson

ATTACHMENTS:

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Krista Williams Created/Initiated - 01/29/2019
Ken Fustin Approved - 02/04/2019
Lori Bockelman Approved - 02/06/2019
Matthew Jones Approved - 02/08/2019
Jake Johansson Approved - 02/08/2019
Robin Fenwick Final Approval - 02/11/2019
INTERLOCAL AGREEMENT AND APPLICATION FOR PARTICIPATION IN THE MUNICIPAL TRANSPORT PROGRAM

Division of Emergency Medical Administration
3825 Tiger Bay Road
Daytona Beach, Florida 32124-1003
Northeast Volusia (386) 248-8149 Southeast Volusia: (386) 423-3307
West Volusia: (386) 740-5201 Facsimile: (386) 626-6618
Instructions

Complete the applicant information section of this interlocal agreement and application.

Sign and notarize the application for participation in the Municipal Transport Program.

Remit the completed application and business associate agreement with original signature by the applicant city’s governing body to:

County of Volusia  
Division of Emergency Medical Administration  
3825 Tiger Bay Road  
Daytona Beach, Florida 32124-1003
Municipal Transport Program Application

In support of a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations, as a condition of participation as a municipal transport provider, the applicant agrees to:

1. Operate under the Certificate of Public Convenience and Necessity, Advanced Life Support Transport issued to the County of Volusia.

2. Operate within the parameters outlined below, or amended in writing by the County of Volusia.

   Closest Available Response Element (CARE): The County and municipal provider agree to operate in a coordinated closest available transport unit response strategy. All transport capable units will respond and provide patient transport service to any address in which a Priority E or a Priority 1 emergency request is made. The closest available unit will be determined by Automatic Vehicle Locator (AVL). Municipal fire transport units will respond as the closest available transport unit to priority 2 non-emergency calls located within the boundaries of that fire unit’s municipality.

3. To optimize the availability of transport capable units and eliminate duplication, only one transport unit shall be assigned to the initial dispatch response request for both emergency and non-emergency assignments.

4. Municipal transport units dispatched to any working fire incident shall serve as the sole assigned transport unit for standby. Note: If a known patient requires treatment/transport upon initial dispatch, the closest transport unit will be dispatched as closest unit response. At that point the next arriving municipal transport unit will become the primary fire standby unit.

5. Municipal transport units must operate in shifts of not less than twelve (12) hours per shift and operate on a set weekly schedule. Any alterations to the deployment schedule must be approved by the Emergency Medical Administration Division. Additionally, the city shall immediately advise the communications center of any temporary changes in unit availability. Municipal transport units are permitted to be placed out of service for no greater than one (1) hour per shift. For any instance greater than 1 hour, the agency must report the out of service time with explanation to the Emergency Medical Administration Division for review.
6. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated there under and in accordance with local requirements established by the EMS Medical Director.

7. The Applicant agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS Medical Director and/or Emergency Medical Administration Division. The Emergency Medical Administration Division may review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Agency Chief.

8. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff. The applicant shall notify the Emergency Medical Administration Division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.

9. As determined by the Emergency Medical Administration Division, failure to satisfactorily comply with any provisions of this agreement may result in forfeiture of reimbursement related either to the transport event in question and/or for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this agreement.

   i. First offense = Notice of Non-Compliance - Warning
   ii. Second offense (like infraction in 26 week period) = Notice of Non-Compliance - Probation (26 weeks)
   iii. Third offense (like infraction during probation) = Notice of Non-Compliance - Termination of Agreement (County Manager Signature)
   iv. Any agency which is issued a termination of agreement letter would have to appeal to the County Manager.

10. The applicant shall ensure that the Emergency Medical Administration Division has current employment data on all employees eligible to participate in the Municipal Transport Program. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The applicant shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General.

11. The applicant shall indemnify and hold harmless the County of Volusia for claims that may arise from the applicant’s negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney’s fees; expense of
defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the applicant. Regardless of the foregoing, both the city and the county expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the city’s indemnification obligations hereunder shall not be interpreted or construed as requiring the city to insure or indemnify the county for the county’s negligence or to assume any liability for the county’s negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

12. The city shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched. Billing submissions will be subject to review and approval by the County. The city will provide and maintain the requisite hardware and software.

13. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of ten percent (10%). Fees for services are set by the Volusia County Council.

14. As a condition of participation under the Municipal Transport Program, the applicants shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.

15. Should the City wish to discontinue participation in the Municipal Transport Program, the City shall submit a letter to the County no less than ninety (90) days in advance of requested cancellation date. The city shall continue to provide the agreed upon service for the duration of the 90 day notice. Withdrawal from the Municipal Transport Agreement precludes the city from reapplying into the Municipal transport program for a period of two years.

16. Consideration for increasing the number of municipal transport units shall be evaluated and approved by EMA.

17. The parties agree that upon acceptance and approval by the City and County, all prior transport agreements, including but not limited to the contingency emergency medical transport (CEMT), non-emergency transport program (NETP), and peak load utilization strategy (PLUS), between the City and County are terminated. This Agreement supersedes all prior transport agreements between the City and County.

18. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the Applicant City) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, this application shall become a binding interlocal agreement between the City and the County.
authorizing the City to conduct emergency or non-emergency transport within or outside its municipal boundaries pursuant to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Applicant City to this Interlocal Agreement with the County of Volusia, affirms that all of the above requirements in the application for participation in the Municipal Transport Program have been met and will be maintained for the duration of the municipality’s participation in the Municipal Transport Program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

ATTEST: COUNTY OF VOLUSIA

By: ______________________________ By: ______________________________
Name: George Recktenwald Name: Ed Kelley
Title: Interim County Manager Title: County Chair
Dated: ________________ Dated: ________________

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ATTEST:

CITY OF ___________________________

By: ________________________________  By: ________________________________
Name: ______________________________  Name: ______________________________
Title: ________________________________ Title: ________________________________

Dated: ________________________________ Dated: ________________________________

Approved as to form and legal sufficiency:

______________________________, City Attorney

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### Applicant Information

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Application for participation in the Municipal Transport Program

Revised November 29, 2018
SUBJECT: (H25) City Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: The City Manager would like City Council concurrence to demolish the residence at 3900 Halifax Drive to make the city property ready for possible development. Demolition of the property will reduce the maintenance obligations typically associated with real property ownership and preclude future nefarious activity. A cleared lot will be more attractive for the promotion of future development.

Presenter:

ATTACHMENTS:

Robin Fenwick Created/Initiated - 02/06/2019
Shannon Balmer Approved - 02/07/2019
Jake Johansson Approved - 02/06/2019
Robin Fenwick Final Approval - 02/07/2019