



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 28, 2017

REVISED 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. Pledge of Allegiance
2. Invocation by Rev. David Stork of Center for Spiritual Living
3. Roll Call

B. TOWN CENTER CRA MEETING

C. EASTPORT CRA MEETING

D. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 28, 2017 - Special City Council Meeting/Workshop
 - b. March 7, 2017 - Regular City Council Meeting
7. Resolution No. 17-13 - Budget Appropriation
8. Resolution No. 17-14 - Economic Incentive Agreement Program for Town Center CRA
9. Resolution No. 17-15 - Temporary Waiver of Sewer Connection Fees

10. Resolution No.17-16 - FIND Grant Application Boat Ramp and Floating Dock

11. Resolution No. 17-17 - FIND Grant Application T-Pier Reconstruction and Demolition of East Pier

12. Cypress Creek PTA Fee Waiver Request

13. Purchasing Manual Section 3.01 revision relating to Purchasing Authority

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

15. Youth Advisory Board Appointment

16. Parks & Recreation Advisory Board Appointments

17. Golf Advisory Board Appointments

F. CITIZEN PARTICIPATION (Agenda)

18. One Church Easter Egg Hunt

G. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

H. COUNCIL COMMENTS

19. Comments/Concerns from Council Members

I. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

20. Report on Retirement Plans

21. Actuarial Report from Chad Little - Police Pension Plan

J. PUBLIC HEARING

22. First Reading - Ordinance No. 2017-3 – Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000006

23. First Reading - Ordinance No. 2017-4 – Benton House Assisted Living and Memory Care Facility Small-Scale Comprehensive Plan Amendment
Case No. 16-20000003

24. First Reading - Ordinance No. 2017-6 – PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan, CASE NO. 16-65000001

25. Economic Incentive Agreement with B.D.W. Land Holdings, LLC (Atlantic Marine)

26. Second Reading – Ordinance No. 2017-5 – Cornerstone Grove PUD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000007

K. REGULAR AGENDA

27. Proposed projects for the River to Sea TPO 2017 Transportation Improvement Program Priority List

28. First Reading - Ordinance No. 2017-7 - City Logo/Seal Ordinance Amendment

29. First Reading - Ordinance No. 2017-8 - Minor Chapter 50 Clean-up Amendment

30. FY2016 Audit (CAFR)

31. Financial Report-February 2017

L. COMMENTS

32. City Attorney Comments

33. City Manager Comments

M. COUNCIL COMMITTEE REPORTS

34. City Council Committee Reports

a. ArtHaus

b. Port Orange/South Daytona Chamber of Commerce

c. Roundtable of Elected Officials

N. 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 ANY 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, 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.

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.

PORT ORANGE CITY COUNCIL
SPECIAL MEETING/WORKSHOP MINUTES
COUNCIL CHAMBERS
1000 CITY CENTER CIRCLE
FEBRUARY 28, 2017

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP of the City of Port Orange was called to order by Mayor Burnette at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

PRESENT:	Councilman Chase Tramont
	Councilman Drew Bastian
	Councilman Scott Stiltner
	Vice Mayor Bob Ford
	Mayor Donald Burnette

ALSO PRESENT:	Jake Johansson, City Manager
	Margaret Roberts, City Attorney
	Robin Fenwick, City Clerk

Mr. Johansson introduced Christine Martindale, Public Information Officer, and Council welcomed her to the City Staff.

SPECIAL MEETING ACTION ITEMS

4. Employee Insurance Brokerage Services RFP #17-16

Motion to approve as presented was
made by Vice Mayor Ford, and
Seconded by Councilman Bastian.

Jamie Miller, Interim Administrative Services Director, provided details of the item. The Committee who evaluated the proposals recommended approval of award to Brown & Brown for negotiating employee insurance.

Motion carried unanimously by roll call
vote.

5. Volusia County Mutual Aid Agreement

Motion to approve as presented was
made by Councilman Bastian, and
Seconded by Councilman Tramont.

Mr. Johansson advised this agreement is being requested by the County because of the change in the sheriff.

Motion carried unanimously by roll call vote.

DISCUSSION ITEMS

6. Vision for City Center Future

Mr. Johansson showed a few videos of other city centers to provide discussion items for Council. Wayne Clark, Community Development Director, discussed ownership of the property around City Center Complex, which is about 120 acres. The properties are currently set up for civic, community, and institutional usage but changes can be made if Council wishes to go in a different direction. There are some limiting factors to some development, for instance, power lines and pipes.

Mayor Burnette asked Council if they are happy with the current usage of the complex or would Council like to make changes.

Councilman Tramont doesn't believe City Center Complex is "broken" but would consider changes if the citizens are inclined. He wants to keep the family atmosphere.

Vice Mayor Ford believes the videos shown should be at Riverwalk not City Center Complex. He would like to see a focus on a city center along the Ridgewood Corridor. He doesn't want to do it in two places. He is happy with the complex as is.

Councilman Bastian agreed with Vice Mayor Ford regarding the need at Riverwalk. He would like to see some beautification at City Center Complex. He's not opposed to selling the Allen Green Center to Palmer. He doesn't believe major changes are needed at City Center.

Councilman Stiltner wants to discuss the current demographics of the City and the trends. He wants to know all possibilities no matter the cost to be able to discuss the vision for the future. Councilman Stiltner doesn't want to wait until this Complex is stale and old to make changes. He thinks this discussion needs to be very broad so Council can decide how/if to move forward.

Mayor Burnette wants to discuss and view each of the three "city centers" (City Center Complex, Riverwalk, and The Pavilion). He would like to see a multi-cultural performing arts center within the complex. He is content with Palmer in the Complex as well as the Allen Green Center.

Councilman Tramont would like to see options of comparable land size.

Special Meeting/Workshop

February 28, 2017

Page **3** of **3**

Council is in favor of pursuing Thompson Pump if/when it becomes available. Council would also like to keep Palmer as part of the complex. They would entertain selling the Allen Green Center to Palmer. Mr. Johansson will provide additional options based on the discussion.

Newton White, citizen, enjoyed the discussion but cautioned Council that people are needed to make it work. He wants to ensure the changes aren't too big to be sustained.

Sarah Jones, citizen, suggested an option of first right of refusal with the Allen Green Center. She cautioned Council to get the opinion of the citizens.

ADJOURNMENT – 8:01 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 7, 2017

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

Pledge of Allegiance

Invocation was given by Fr. Rick Burhans of Grace Episcopal Church

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Items #8 & 11 were pulled for further discussion by Mayor Burnette.

6. Approval of Minutes

a. February 21, 2017 - Regular City Council Meeting

7. Extend Contract with Applied Aquatic Management Inc. for Aquatic Treatment Services.

8. FY 2018 Budget Calendar

9. Approval of Lease Agreement Between the City of Port Orange and Representative Ron DeSantis

10. Major Special Event Request – Winner's Pub – 5934 South Ridgewood Avenue

11. Volusia County EMS Municipal Transport Program with Application Interlocal Agreement and Business Associate Agreement

12. Resolution No. 17-10 - Budget Appropriations

13. Resolution No. 17-11 - LAP Agreements for construction of the McDonald Road sidewalk and the Victoria Gardens Boulevard sidewalk

14. Resolution No 17-12 - Ratifying Connection Fees for Rains Drive and Lighthouse Shores Sewer Extension Project located in Ponce Inlet

15. City Attorney's Report FY17 - First Quarter

16. Crime Report

17. Other Post Employment Benefits Actuarial Valuation Report

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

Item #8 – FY 2018 Budget Calendar

Mayor Burnette asked how Council should get their feedback during July 1-3rd. Mr. Johansson advised Council that they can email or call with any feedback they may have. They do not have to wait until July to provide feedback.

Motion to approve the Consent Agenda as presented was made by Councilman Tramont, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Item #11 - Volusia County EMS Municipal Transport Program with Application Interlocal Agreement and Business Associate Agreement

Ken Fustin, Fire Chief, provided information regarding the PLUS Program, which will allow the Port Orange Fire/Rescue to transport patients when EVAC is unavailable. Staff recommends approval. Anticipated costs and revenue was discussed. This program will provide an expanded level of service to the citizens and increases public safety. The average collection rate for neighboring cities is around 47%.

Councilman Stiltner asked how to stop people from calling 911 when they have a medical concern rather than an emergency. Chief Fustin doesn't have a solid answer but believes education can help. There are talks with doctors and the County to work on this issue. Councilman Stiltner is pleased with the phase approach.

Councilman Tramont has some concerns due to the costs involved. He wants to know where the need is and asked what the wait time is for calls. He's not inclined to pay twice for a County function. He wants to hold the County accountable rather than bail them out. Chief Fustin believes it is a partnership with the County rather than a bail out. He believes the citizens of Port Orange deserve the service.

Councilman Bastian said it has always been difficult to get the numbers requested from the County. He sees this as a service to the citizens and not a bail out of the County.

Vice Mayor Ford agreed with the idea to set some of the revenue aside for unfunded liability costs. He believes the service is needed, but also agreed with Councilman Tramont that it should be handled by the County. He supported the implementation by phases.

Mayor Burnette asked how the County assigns the calls to an ambulance. Chief Fustin explained the process for the dispatcher. Mayor Burnette believes there is a need. He would like to see Phase I run a little longer to get sufficient data.

Mayor Burnette asked for public comments.

Robert Reinhausen, 1425 Dexter Drive, suggested rejecting the PLUS Program and rather proposed taking full transport from the County.

Councilman Stiltner believes Port Orange Fire Rescue can do a better job than the County for our residents.

Discussion was held regarding a longer pilot program. Chief Fustin has a hard time with a longer pilot period because of the need to borrow an ambulance from sister cities. He offered to provide Council a monthly report of the program.

Council prefers to extend the pilot program from 90 days to 180 days. Mr. Johansson said staff can work to extend the request to borrow and can look into leasing an ambulance.

Motion to approve the draft Municipal Transport Agreement with Volusia County EMS; to delegate to the City Manager the authority to modify and approve the final interlocal agreement as agreed to by Volusia County County Manager for the purposes of EMS transport, subject to appropriation and any other requirements of City Council and to authorize the Mayor and City Clerk to execute the required documents was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Motion to amend the plan to a nine month pilot program rather than only three months was made by Vice Mayor Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Main Motion as amended to 9-months
carried 4-1 by roll call vote with
Councilman Tramont voting no.

CITIZEN PARTICIPATION (AGENDA)

18. 866 Chickadee Drive - Nik Foster

Nik Foster, property owner, requested a waiver of the penalty portion of the outstanding utility bill on 866 Chickadee Drive. The property was vacant for seven years and he intends to do repairs. He asked for a waiver of the penalty fees only.

Motion to waive the penalty amount of
\$2,723.76 (all but \$1.00) was made by
Councilman Tramont, and Seconded by
Vice Mayor Ford. Motion carried
unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Councilman Tramont thanked Giuseppe's Pizza for helping feed veterans recently in his classroom. He asked for the status of the batting cages at City Center fields. He would like them to be replaced and modernized.

Vice Mayor Ford is concerned with issues within Commonwealth and surrounding areas. He wants a more proactive code enforcement program in the area. He asked Council to think about ideas to strengthen the Code division. Mayor Burnette asked for a discussion item relating to the division.

Councilman Bastian asked that staff look at the property located just opposite of Farmbrook Road. There are several cars parking there every day that he doesn't believe should be there since it's not a parking lot.

Councilman Stiltner thanked Family Days and City Staff for the Spring Fling event. He would like a better plan of taking care of the grounds at City Center Complex.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

20. Port Orange South Daytona Chamber of Commerce Quarterly Report

Debbie Connors, President of the Chamber, provided the quarterly report to Council for the Port Orange/South Daytona Chamber of Commerce.

21. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details of the January 2017 financial report.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

22. Citizen Advisory Committee for TPO

This item will be brought back on March 28, 2017.

PUBLIC HEARING

23. First Reading - Ordinance No. 2017-5 – Cornerstone Grove PUD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000007

Mayor Burnette read Ordinance No. 2017-5.

ORDINANCE NO. 2017-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT (MDA) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-5 on first reading was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Tim Burman, Planning Manager, described the request for an MDA. There are no proposed deviations and the developer made changes as recommended by the Planning Commissioners. The streets will be public streets.

Vice Mayor Ford will not support the project because of the parking issues.

Councilman Tramont also expressed concerns with the parking.

Mayor Burnette believes the extra parking lots have addressed the parking concerns expressed.

James Stowers, General Counsel for Geosam Capital US, addressed Council's concerns regarding the parking.

Sarah Jones, citizen, is concerned that families with children will buy or rent in the complex and there's nothing for them to do.

Mr. Reinhausen would like to see Amber Lane extend through to Yorktowne Blvd. rather than Pham Road. He also suggested the developer be responsible for noise abatement.

Margaret Tisza, 3828 Bourbon Street, is concerned regarding traffic speeds on Yorktowne Blvd. She suggested having the speed limit lowered.

Mr. Stowers said there is a park designated for children and the Planning Commissioners requested Pham Road be extended.

Councilman Stiltner said there is also a City park across the street.

Motion carried 4-1 by roll call vote with
Vice Mayor Ford voting no.

REGULAR AGENDA

24. Discussion Regarding Lease with Smokey Hunt Club

Alan Rosen, Assistant City Manager, explained the current lease agreement with the Smokey Hunt Club and advised Council of a recent issue of the Smokey Hunt Club having permanent structures on the property in non-compliance with the lease. Mr. Rosen is working with the County to verify the structures are permanent. He also discussed the pricing of the leased lands. He asked Council to discuss and provide direction as to the lease agreement renewal; whether they want to continue to renew the lease with Smokey Hunt Club or go out to bid.

Steve Edgar, City's Forester, confirmed that there are no issues with sewage in the ground.

Council agreed to the recommendation to extend for one (1) year and then go out to bid if they come into compliance with the current issues.

Motion to approve a one (1) year
extension before submitting an RFP was
made by Vice Mayor Ford, and
Seconded by Councilman Stiltner.

Motion carried unanimously by voice
vote.

25. Financial Report - January 2017

Tracey Riehm, Finance Director, discussed the January 2017 financial report. Mayor Burnette asked for a quarterly report regarding the reimbursements from Hurricane Matthew. Mr. Johansson said Staff will provide same.

COMMENTS

26. City Attorney Comments

Margaret Roberts, City Attorney, asked Council to consider policy changes relating to fee waiver requests. She suggested Council also consider collecting interest when they consider waivers. She would like Council to consider criteria so Staff can apply their policy to save their time. Council will provide feedback to the City Attorney.

Ms. Roberts advised of an upcoming agenda item relating to economic incentives.

27. City Manager Comments

Mr. Johansson asked Council to consider cancelling the June 6, 2017 Council meeting as two Council Members will not be in attendance. Council agreed.

COUNCIL COMMITTEE REPORTS

28. City Council Committee Reports

- a. River to Sea TPO – Councilman Bastian was unable to attend due to Ethics Training.
- b. General Employees' Pension Plan – Councilman Stiltner will forward the minutes to Council.

ADJOURNMENT: 9:33 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (D7) Resolution No. 17-13 - Budget Appropriation

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 17-13.

SUMMARY: Resolution No. 17-13 - Budget Appropriation

*\$5,275 Supplemental Amendment to the McDonald Road Sidewalk Design LAP Agreement

*\$56,000 Fund Air Conditioner Replacement at Allen Green Center

*\$25,016 Fund Paramedic Training Program

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-13 - Budget Appropriations	Reso. No. 17-13.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/10/2017
Approved - 03/12/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

RESOLUTION NO. 17-13

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS TO BUDGET FOR
SUPPLEMENTAL AMENDMENT NO. 1, LOCAL
AGENCY PROGRAM (LAP) AGREEMENT FPN:
435500-1-38-01 CONTRACT NO. G0073; RE-
APPROPRIATE AND INCREASE FUNDING TO
REPLACE AN AIR CONDITIONER AT THE ALLEN
GREEN CENTER; TO BUDGET FOR THE PARAMEDIC
TRAINING PROGRAM; SETTING FORTH REVENUES
AND EXPENDITURES; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City Council approved Supplemental Amendment No. 1 to the Local Agency Program (LAP) Agreement FPN: 435500-1-38-01 Contract No: G0073 for design services for the McDonald Road Sidewalk; and

WHEREAS, the City Council has approved the funding for the replacement of the Addison Fresh Air/10 Ton air conditioner system at the Allen Green Center; and

WHEREAS, the City Council has approved the funding for the Paramedic Training Program; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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, 2016 through September 30, 2017.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected 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.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2017 **General Fund 001**
Prepared: **March 10, 2017**
Finance: **Lisa Pallante**

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	\$ 56,000
Total Revenues:	<u><u>\$ 56,000</u></u>
<u>Expenditures:</u>	
Parks & Recreation	\$ 56,000
Non-Departmental	(25,016)
Fire Services	25,016
Total Expenditures:	<u><u>\$ 56,000</u></u>

To re-appropriate \$40,000 from FY2016, along with an additional \$16,000, to fund the replacement of the Addison Fresh Air / 10 Ton Air Conditioner System at the Allen Green Center, Project QPC075. The \$40,000 that was appropriated in FY16 (via Budget Reso. No. 16-35) was not attached to a project and did not carry over during our year-end process. To fund the Paramedic Training Program, Project FIR017, from Council Priorities contingency.

FY2017 **Transportation Impact Fee Fund 312**
Prepared: **March 10, 2017**
Finance: **Lisa Pallante**

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
FDOT Grant LAP - FPN: 435500-1-38-01 (Suppl. Amendment #1)	\$ 5,275
Contract No. G0073	
Project: Design Services for McDonald Road Sidewalk from Sugar House Drive to 6th Street	
Total Revenues:	\$ 5,275
<u>Expenditures:</u>	
Public Works - Transportation	\$ 5,275
	-
	-
	-
Total Expenditures:	\$ 5,275

To budget for Florida Department of Transportation (FDOT) Supplemental Amendment #1 to LAP Agreement 435500-1-38-01 Contract No. G0073 for design services for the McDonald Road Sidewalk.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (D8) Resolution No. 17-14 - Economic Incentive Agreement Program for Town Center CR

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-14.

SUMMARY: See Resolution No. 17-14 attached. This resolution establishes a program for economic the Community Redevelopment Area for Port Orange Town Center. The program is slightly different from since Riverwalk includes the obligation for the bond payments as a priority before a development is eligible of the increased tax generated by the new development activity. The City's payment of interest to the Page 8 in Section 9.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No 17-14	Resolution No 17-14.pdf
2.	TownCenter_SpecialCharacterDistricts_11x17_wParcelsmxd	TownCenter_SpecialCharacterDistricts

Tracy London
Margaret Roberts
Tracey Riehm
Alan Rosen
Robin Fenwick

Created/Initiated - 03/06/2017
Approved - 03/16/2017
Approved - 03/17/2017
Approved - 03/17/2017
Final Approval - 03/17/2017

RESOLUTION NO. 17-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AN ECONOMIC INCENTIVE PROGRAM FOR A PORTION OF THE COMMUNITY REDEVELOPMENT AREA FOR PORT ORANGE TOWN CENTER; ESTABLISHING A PROGRAM AGREEMENT; ESTABLISHING PROGRAM REQUIREMENTS FOR AREA, AGREEMENT, TERM PERCENTAGE, MINIMUM CAPITAL INVESTMENT, PROGRAM ADMINISTRATION, APPLICATION DELEGATING AND AUTHORIZING THE CITY MANAGER TO REVIEW AND APPROVE ALL REVISIONS AND EXECUTION OF THE PROGRAM DOCUMENTS; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Area for Port Orange Town Center, "Town Center CRA", was established in 1998, and

WHEREAS, the City of Port Orange has previously executed an Economic Incentive Agreement for a portion of the Riverwalk District within the Town Center CRA; and

WHEREAS, the City of Port Orange and Town Center CRA adopted Ordinance No. 2014-22 on November 11, 2014, which authorized incentives in the form of reimbursement to developers from increment revenues attributable to a project for costs of improvements, facilities, or services which provide public benefits by written agreement; and

WHEREAS, the City of Port Orange has invested in the Riverwalk District of the Town Center CRA and continued its obligation for repayment of bonded indebtedness together with the property owners who propose to develop within the Riverwalk District; and

WHEREAS, the City Manager recommends the establishment of an economic incentive program for the portion the Town Center CRA area that is not located within the Riverwalk District; and

WHEREAS, the Town Center CRA Agency finds that the other districts in the Town Center CRA require additional economic incentives; and

WHEREAS, the Town Center CRA Agency finds that the proposed economic incentive program is consistent with the Town Center Plan, as amended; and

WHEREAS, at the time of adoption of this Resolution No. 17-14, seven (7) jurisdictions contribute to the funding of tax increment revenues, including Volusia County, Volusia Forever, Volusia Echo, Volusia Mosquito Control, Ponce Inlet Port Authority, City of Port Orange, and Halifax Hospital Authority; and

WHEREAS, the Town Center CRA Agency has recommended and approved the establishment of the proposed economic incentive program and the sharing of tax revenues generated by development activity encouraged by the proposed program for the area within the Dunlawton Village District, the Down Under District, the Causeway District and the Ridgewood Avenue District, the "Program Districts"; and

WHEREAS, the City Council of the City of Port Orange finds that it is in the best interests of the citizens of the City of Port Orange to establish an economic incentive program for certain districts of the Town Center CRA, as more set forth hereinafter.

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

SECTION 1: The City Council of the City of Port Orange hereby establishes the Town Center District Economic Incentive Program, the "Program", for the Community Redevelopment Area for Port Orange Town Center as defined herein. The Program shall provide an economic incentive opportunity by sharing a portion of the increased tax revenues that are generated by the development of eligible real property and shall include all requirements as set forth in this Resolution No. 17-14. The City and the approved applicant shall execute a recordable economic incentive agreement, "the Program Agreement" consistent herewith. The Program Agreement shall provide for the economic development of residential or commercial facilities, including construction and expansion of permitted real property uses within the eligible area.

SECTION 2: The Program shall operate from the effective date of this Resolution No. 17-14 to the earlier of March 27, 2029 or the next business day thereafter, unless otherwise terminated by a resolution repealing or amending or termination of the CRA.

SECTION 3: The City Council of the City of Port Orange, hereby establishes the following:

PROGRAM REQUIREMENTS:

AREA LIMITS: The eligible area for the Program shall be defined to include the real property as graphically described in **Exhibit "A"**, attached hereto and shall include the

following Districts of the Town Center CRA as follows:

Dunlawton Village District
Down Under District
Causeway District
Ridgewood Avenue District

REVENUE SHARING PROGRAM AGREEMENT ("Program Agreement"): The City and the Town Center CRA, subject to the limitations prescribed in the Program Requirements, shall commence sharing the increased tax revenue generated by development and received by the City upon the applicant's compliance with the Program Requirements and upon execution of the Program Agreement, **Exhibit "B"**, attached hereto in substantially the same Program form and content, except for the particular applicant specific data. The City shall not distribute a share of increased tax revenue until completion of the development construction and the issuance of a certificate of occupancy for the required improvements, the "Commencement of Revenue Sharing". In the event that the development activity of the applicant fails to generate an increase in tax revenue in one or more of the term years for the applicant's property, then the City and Town Center CRA shall not have any obligation to the applicant and shall not distribute any revenue to the applicant for each year without a tax revenue increase.

REVENUE SHARING PERIOD: The period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer's failure to timely commence and timely complete the Development Plan.

REVENUE SHARING TIME AND PERCENTAGE LIMITS: The Program shall permit each approved agreement applicant who has complied with all terms of this Resolution No. 17-14 to share for the duration of the Program Agreement in the following percentages of increased tax revenue as received by the city based on the date of execution of the Program Agreement as set forth below.

March 28, 2017 to March 27, 2020	50%
March 28, 2020 to March 27, 2022	40%
March 28, 2022 to March 27, 2024	30%
March 28, 2024 to March 27, 2029	10%

CAPTIAL INVESTMENT AND LIMITS: The applicant shall demonstrate by a professional engineer's sealed estimate of construction value for all site and building improvements as shown on a site plan or building plan approved consistent with city ordinance requirements. The proposed development combined site and building construction value shall exceed one million dollars (\$1,000,000.00).

MAXIMUM PARTICIPATION LIMITS: The maximum share of increased tax increment revenue and the maximum number of years for reimbursement shall be established in the Program Agreement.

ADMINISTRATION: The Program shall be administered by the Finance Department in accordance with its forms and procedures.

APPLICATION: Each Program participant shall complete and execute a program application and shall evidence by deed or contract right to the fee simple ownership of the real property that is the subject of the application. The form of the application shall be established and recommended for approval by the Community Development Department. The City Attorney or a designee, in writing shall review each application and shall recommend action consistent with the intent of the Program Requirements.

SECTION 4: Each Program Agreement shall be subject to approval by the Town Center CRA and the City Council.

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

SECTION 6. 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 7. 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: _____
Margaret T. Roberts, City Attorney

Exhibit “A”

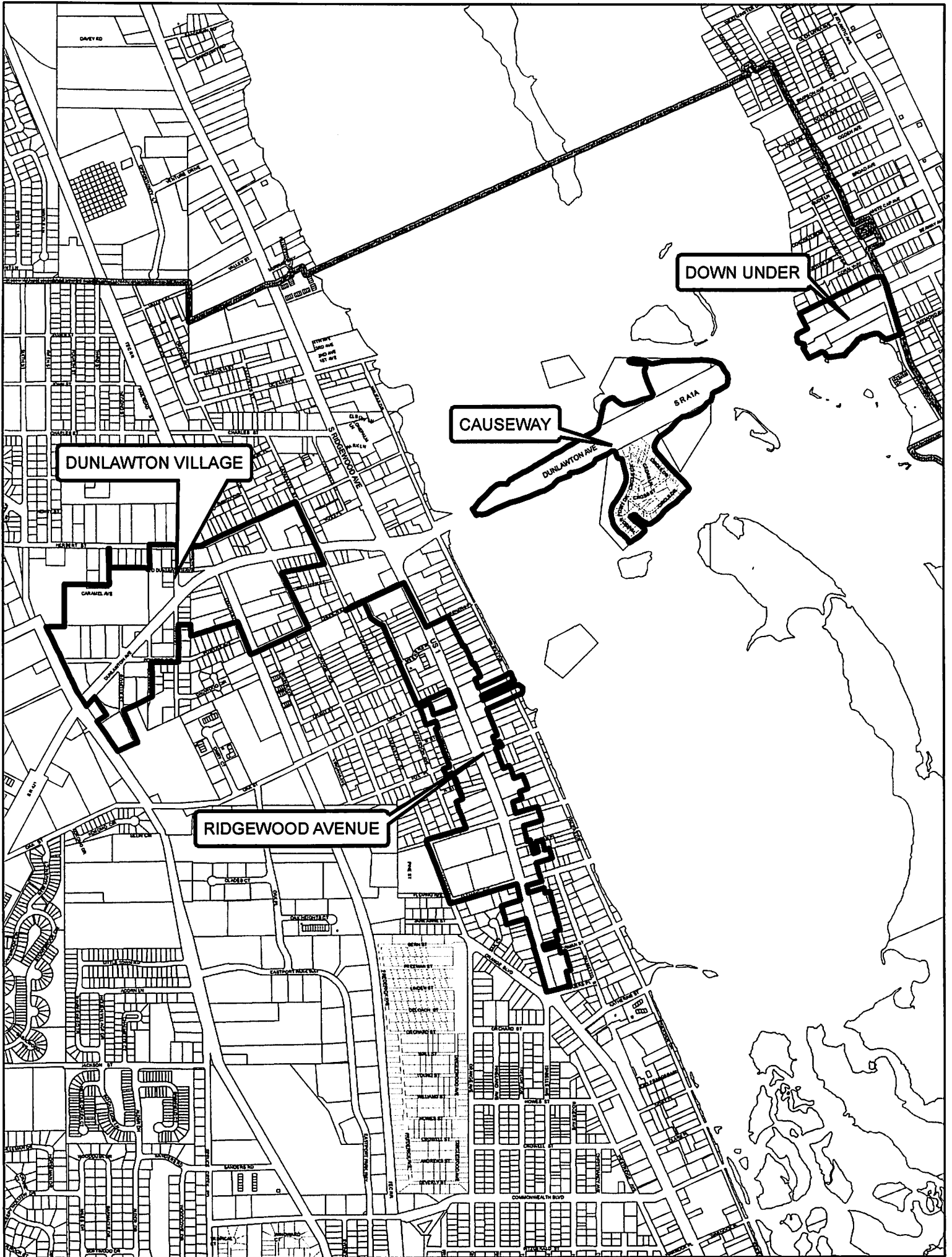


Exhibit "B"
Attached to Resolution No. 17-14

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

BY AND BETWEEN

**PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
and**

CITY OF PORT ORANGE, FLORIDA,

and

Dated as of _____, 2017

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

This Economic Development Incentive Program Agreement by Resolution No. 17-14 (the "Incentive Agreement"), dated as of _____, 2017, is entered into by and between the **Community Redevelopment Agency for Port Orange Town Center**, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the "Agency") and the **City of Port Orange**, Florida, a municipal corporation (the "City") and _____ (the "Owner").

WITNESSETH:

WHEREAS, for purposes of this Incentive Agreement, the Definitions have been set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency was formed for the purpose of removing slum and blight in the Port Orange Town Center Redevelopment Area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, the Owner is the owner of certain land located within the jurisdiction of the Agency more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City has established an Economic Incentive Program in Resolution No. 17-14, attached hereto as Exhibit "C" and made a part hereof by reference, consistent with the Redevelopment Plan, as amended; and

WHEREAS, the Owner has entered into a Master Development Agreement with the City dated _____, recorded Official Records Book _____, Page _____, Public Records, Volusia County, Florida; and *[THIS RECITAL MAY NOT APPLY T ALL PROJECTS]*

WHEREAS, the Owner has requested certain economic development incentives related to the development of the Property; and

WHEREAS, the Agency is authorized pursuant to Chapter 163, Part III, Florida Statutes (the "Act") and the Port Orange Town Center Redevelopment Plan, dated December 1, 1998, as amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2007-10 dated March 20, 2007; as further amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2014-22 dated November 11, 2014; and as further amended by Amendment to Redevelopment Plan, pursuant to Ordinance No. 2016-14, dated September 20, 2016, as amended, from time to time ("Redevelopment Plan"), to utilize economic incentives and to expend tax increment funds in order to promote and encourage development activity within the boundaries of the Port Orange Town Center Redevelopment Area; and

WHEREAS, the Agency, finding it to be in the best interest of the Agency and the health, safety and welfare of the citizens of the City of Port Orange, Florida (the "City"), intends to provide certain economic incentives to the Owner in order to facilitate the development of the

Property with the expectation that the Agency's involvement will encourage and accelerate the timing of the development, thus preserving the property values in the Port Orange Town Center Redevelopment Area, enhancing and expanding economic development and activity within Port Orange Town Center Redevelopment Area in order to provide a stronger, more balanced, and stable economy, enhance and preserve employment opportunities for residents, promote and further the redevelopment of the Port Orange Town Center Redevelopment Area and assist in the funding of certain public improvements as described herein (collectively, the "Public Benefits"); and

WHEREAS, the nature of the proposed development of the Property as more particularly described in Exhibit "D" (the "Project") and its location in the Port Orange Town Center Redevelopment Area will further the goals and objectives of the Redevelopment Plan as set forth in Section 5.2 of the Redevelopment Plan, as may be amended from time to time; and

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, the Agency, City and the Owner wish to reduce to writing the understanding of the economic incentives provided by the Agency and the Owner's obligations with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein by this reference as if fully set forth below.

Section 2. Capitalized Terms. Capitalized terms in this Agreement have the meanings set forth in Exhibit A or otherwise defined herein.

Section 3. Effectiveness of Agreement. This Agreement will become effective upon complete execution hereof.

Section 4. Term. Unless earlier terminated pursuant to Section 12.C hereof, the term of this Agreement ("Term") will commence on the Effective Date and will continue through and including the expiration of the Revenue Sharing Period. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term.

Section 5. Nature of and Authority for Agreement. This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the Agency and the business development objective of the Owner, and does not constitute the creation of a joint venture, partnership or any other form

of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the Community Redevelopment Agency for Town Center Trust Fund of significant costs to be incurred by the Owner to construct public improvements needed for the Project, including but not limited to water, sewer, roadway improvements and stormwater retention/detention and to otherwise promote Public Benefits. The Agency and the City have determined that payment of the amounts set forth herein furthers a critical public interest of the Agency to attract and retain retail and residential development in the Community Redevelopment Area for Port Orange Town Center.

Section 6. Agreement to Develop Property. The Owner hereby represents and warrants to the Agency and the City that Owner will expend not less than [REDACTED] Dollars (\$ [REDACTED]) in Development Costs in connection with the development of the Property as shown on the plans stamped "Approved for Construction." Within sixty (60) days of the Substantial Completion of the Project, the Owner shall submit to the Agency and the City, the Development Costs Certificate (certified as being true and correct by the Owner). Owner shall not be entitled to any Development Increment TIF pursuant to this Section until Owner provides the Development Costs Certificate.

The Owner agrees the improvements constituting the development of the Property having an estimated assessed value of not less than \$ [REDACTED] shall be permitted and construction shall commence not later than 12 months from the date of this Agreement. Construction of the Project and shall be complete and a Certificate of Occupancy obtained not later than 24 months after the date of this Incentive Agreement.

Section 7. Relationship to City Code. The express terms and provisions of each element of the Development Agreement, and any subsequently approved amendment to any element of the Development Agreement, are subject to all provisions of City Code and the City Code will apply to the Property in the same manner as it applies to all other properties located within City.

A. **Zoning.** Zoning and development of the Property will be governed by the terms and conditions of the City Code and Development Agreement, if any. The Parties recognize and agree that the Owner's ability to move forward with the acquisition and development of the Property and the construction of the Project is subject to the Owner's ability to construct buildings upon the Property that are consistent in cost and general appearance with its intended development. If the Owner does not obtain City Council approval to construct buildings upon the Property pursuant to current applications filed with the City and consistent in cost and general appearance with its intended Development Plan, then the Owner shall have the right to terminate this Agreement without any further liability hereunder.

B. **Application of City Code.** All procedures for processing of Development Applications, and all substantive, procedural, engineering, architectural design and development standards and other technical requirements and standards set forth in the City Code will, notwithstanding any provision of this Agreement, govern and control with respect to zoning, subdivision, site development, and other matters affecting development of the Property, the Public Improvements and obligations with respect thereto. Procedures, standards and

requirements associated with Public Improvements and assurance of completion obligations will be governed by the plans stamped "Approved for Construction", subdivision or site improvement agreements and the issuance of a Development Order. The Owner will be obligated to pay to the City all nominal application and permit fees related to its development of the Property, including but not limited to application and permit fees for sign permits, impact fees, Building Permits, construction documents, construction inspections, right-of-way permits, amendments to approved Development Plans, Grading, Erosion, Sediment Control ("GESCC") permits, or other applications or permits required by other service providers or agencies having jurisdiction over the Property except as otherwise described herein.

Section 8. Tax Increment Rebate. As an inducement to Owner to undertake the development of the Property, the Agency agrees to pay the Owner a percentage of the Tax Increment Revenue actually generated from the Property as follows:

A. If the Owner expends not less than [REDACTED] Dollars (\$ [REDACTED]) in Development Costs in connection with the development of the Project, the Agency hereby agrees to provide an economic incentive to the Owner in the form of a rebate of [REDACTED] percent ([REDACTED]%) of the portion of the Tax Increment Revenue received by the Agency and directly attributable to the Property ("Tax Increment Rebate"), provided, however, that the total amount so shared shall be limited to the lesser of (i) the cost of the Public Improvements and Public Benefits expended by Owner and (ii) the Revenue Sharing Cap Amount (the "Total Tax Increment Rebate").

B. Calculation Base. For purposes of calculating the Tax Increment Revenue for the entire Property, it is agreed that the Base Year shall be defined as the valuation of the taxable assessed value of the Property as shown on the records of the Volusia County Tax Appraiser the earlier of the date of issuance of the (1) site construction development permit or (2) building construction permit. Issuance of a permit shall mean plans stamped "Approved for Construction" and permits issued.

C. Rebate Amount. Once Tax Increment Revenue is generated for the Project, the following shall apply.

i. The Tax Increment Rebate will be calculated in each year during the Revenue Sharing Period and paid on or before July 30th. The Tax Increment Rebate shall be calculated each year as [REDACTED] percent ([REDACTED]%) of the Tax Increment Revenue received by the Agency from the Tax Collector for such year attributable to the increase, if any, of the taxable value of the Property over the Base Year.

Each year during the Term of this Agreement the Agency will endeavor to provide the Owner with notice of the amount of the estimated Tax Increment Rebate for such year by November 1. The notice shall be delivered to the Owner on or about November 1st of each year. The actual Tax Increment Rebate will be based on actual tax increment revenue received with respect to the Property and may vary from the estimated amount.

ii. The millage rate applied to determine the contribution to the Community Redevelopment Agency for Town Center Trust Fund is based upon the millage rates

of the taxing authorities which contribute to the Community Redevelopment Agency for Town Center Trust Fund, including the City, and is subject to change as provided by law.

iii. The Owner may designate third parties to receive all or any portion of the Total Tax Increment Rebate provided that the Owner provides written notice of such designation to the Agency signed by all affected parties. Any such payment to a third party shall be subject to all the terms and conditions hereof.

iv. Tax Increment Rebate payments from the Agency shall be payable solely from assets in the Redevelopment Tax Fund and shall not be a general obligation or debt of the Agency or the City.

v. In the event that the Project of the Owner fails to generate an increase in Tax Increment Revenue in one or more of the term years for the Owner's Property, then the City and the Agency shall not have any obligation to the Owner and shall not distribute any Tax Increment Rebate to the Owner for each year without a Tax Increment Revenue.

D. Compliance Conditions. The Agency's obligation to provide the Tax Increment Rebate is contingent upon the Owner's compliance with the following provisions of this Section 8.D.

i. The Project shall be developed in accordance with the plans stamped "Approved for Construction" by the City.

ii. The Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for the project as approved by the City in connection with the issuance of the building permits for its construction.

iii. Each phase of development of the Property is commenced and completed in accordance with the descriptions and timeframes set out in Section 6.

E. Funding Disbursements; Reporting and Disbursement. Within thirty (30) days after each June 30 of each year of the Revenue Sharing Period, the Agency will remit to the Owner a lump sum payment (a "Funding Disbursement") in the amount required by Section 8.C. Unless the Owner otherwise directs the Agency in writing, each such Funding Disbursement will be remitted to the Owner at the address set forth in Section 23 .

F. Audits. The Owner will have all rights available at law or in equity to audit or contest, at its sole expense, the Agency's computation of the Tax Increment Rebate and Funding Disbursements. Audits may be requested by the Owner in writing from time to time, but will not occur more than once annually at the time the Agency subjects its records to audits required by state law, and the scope of any such audit may include any prior period so designated by the Owner in such request. Audits will be performed by an independent auditor using generally accepted governmental accounting principles. The costs of any such audit will be paid by the Owner. The foregoing audit rights and the Agency obligations will survive termination of the Revenue Sharing Period and expiration of the Term for the longer of twelve (12) months after the date on which the Agency is required to subject its records to audits required by state law for the last year of the Revenue Sharing Period or the Parties' full performance of their

respective obligations hereunder with respect to any audit request delivered to Agency prior to termination of the Revenue Sharing Period.

Section 9. Use of Funding Disbursement Revenues by the Owner. Funding Disbursements distributed to the Owner will be applied only for a public purpose which will advance (or which has advanced) the redevelopment of the Community Redevelopment Area for Port Orange Town Center and is permitted by the Port Orange Town Center Redevelopment Plan, including, without limitation, Public Improvements and Public Benefits. For purposes of this Agreement, "public purpose" will include, without limitation, the acquisition, design, construction, installation, erection, repair or maintenance of Public Improvements and other activities that promote Public Benefits, which for purposes of this Agreement include but are not limited to:

A. Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the Property, the Development and/or proximate areas.

B. Parking structures, parking lots, drive aisles, streets, and ways within the Property, the Development and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public. Excepting the public trail and park, such areas shall at all times remain the private property of the Owner and its successors and assigns.

C. Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the Property, the Development and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.

D. Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the Property, the Development and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, public infrastructure and adjacent private property.

E. Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the Property, Development and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the Owner and are not within the responsibility or obligation of the utility service provider; and for purposes of clarification, costs incurred by the Owner for any such utilities improvements prior to the dedication of such utilities improvements to a utility provider (e.g., design and construction costs) or payments or reimbursements made to a utility provider for design and construction costs shall be eligible for Funding Disbursements.

F. Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the Property, the Development or proximate areas or within the parking areas or other areas within the Property, the Development or proximate areas which are routinely accessible to the general public.

G. Physical improvements and amenities intended to serve the general public while upon the Property, the Development and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.

H. Traffic control devices including traffic lights and crosswalk signals within the Property, the Development and/or proximate areas.

I. Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the Property, the Development and/or proximate areas which are intended for public access.

J. Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the Property, the Development and/or proximate areas.

K. Any Public Improvements identified in the Subdivision or Site Improvement Agreement or on approved development plans stamped "Approved for Construction" by the City for the Property, the Development and/or proximate areas.

L. Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose and determined by Agency to provide a public benefit, including but not limited to promoting Public Benefits, and/or advance the health, safety and welfare of the community or public convenience.

M. Any other improvements, property, equipment, materials, services and/or undertakings directly or indirectly related to the promotion of the Public Benefits.

N. Any easement granted by Owner to the City/Agency for a public purpose or for a Public Benefit (other than easements granted pursuant to the Property Exchange Agreement or as required by the Development Plan).

The actual costs and expenses incurred by the Owner directly or indirectly related to any of the foregoing plus percent (%) per annum from the date the expense was incurred by the Owner shall, without limitation, be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Agreement; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Agency and the Owner acknowledge and agree that the Property and the Project shall at all times remain the private property of the Owner, subject to a public access deed and use easement rights.

The Owner shall submit to Agency such evidence of payment of such costs as Agency reasonably determines is necessary to verify expenditures for public purposes defined above and to verify that the costs and expenses for which reimbursement is sought were obtained or provided at a reasonable market price consistent with the Public Improvements and Public Benefits provided. The Agency shall have the right to require an audit of the expenditures and

the procurement or bidding process by which contracts and subcontracts were entered into; the Owner shall pay the cost of any such audit.

Section 10. Certification of Use of Funding Disbursement Revenues by the Owner. The Owner may apply revenues from Funding Disbursements toward payment or reimbursement of its costs and expenses in accordance with Section 9 above (whether incurred and/or paid prior or subsequent to commencement of the Revenue Sharing Period) up to the Revenue Cap Amount. Not later than 60 days prior to the due date of Agency's initial Funding Disbursement, the Owner will provide Agency with a certification of the actual amount of costs and expenses incurred in accordance with Section 9 above. The reasonable costs and expenses incurred by the Owner in the preparation of the initial certification and any supplemental certification contemplated by Section 9 will be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Incentive Agreement.

Section 11. Chapter 20 Economic Development Incentives. Pursuant to the Targeted Businesses Program ("TBP") as established in Chapter 20 of the City of Port Orange Land Development Code, as may be amended from time to time, City shall grant to the Owner a credit of \$ [REDACTED] that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.

Section 12. Defaults and Remedies.

A. Default by a Party. A breach or default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party stated in this Agreement.

B. Notices of Default. In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 24, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the Defaulting Party gives written notice to the non-Defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the Defaulting Party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the Defaulting Party is at all times within the additional time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. Remedies. If an Owner Default under this Agreement is not cured as described above, City and Agency may enforce the Owner's obligations hereunder by an action for injunction, specific performance, and/or contract damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other hereunder, except that the Owner will remain obligated to pay to City and Agency any amounts due and owing to City and Agency as provided in Section 23. If the Agency or City Default under this Agreement is not cured as described above, the Owner will have the right to enforce Agency's or City's obligations hereunder by an action for injunction, specific performance, and/or contract damages.

Section 13. Representations. In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section 13 .

A. **Full Authority.** Each Party has the full right, power and authority to enter into, perform and observe this Incentive Agreement.

B. **Other Instruments.** Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. **Covenants.** Each Party will keep and perform all of the covenants and agreements of such Party contained herein.

Section 14. Costs. The Owner shall pay any expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, execution, delivery, filing and recording, as the case may be, of this Agreement and all other agreements, instruments, certificates and documents required in connection with the consummation of the transactions contemplated hereby; and (ii) the reasonable fees and disbursements of counsel and any financial advisor for the Agency and the City.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective and commence on the date of its approval by the City Council and the Community Redevelopment Agency for Port Orange Town Center and upon execution by the City, Agency and the Owner, subject to the termination, severability and survival provisions set forth herein.

Section 17. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 4 .

B. Termination of this Agreement by the Owner pursuant to Section 7.A. hereof, or termination of the Agreement by its Agency pursuant to Section 12.C hereof.

Section 18. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Agency, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its

own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 19. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Agency and the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Agency hereunder.

Section 20. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in the Circuit Court of the Seventh Judicial Court in and for Volusia County, Florida.

Section 21. Assignment. It is acknowledged that the Owner, as the fee simple owner of the Property, is free to convey title (fee simple, leasehold or otherwise) to third parties of all or portions of the Property. Such third parties shall acquire no right or interest in this Agreement unless expressly granted in a written instrument executed by the Owner. In connection a conveyance to a third party, the Owner (as to the Owner's interest) shall have the right to assign all or any portion of its interests in this Agreement, and the assignee of any interests in this Agreement shall also have the right to assign such interests to another party, provided that: (i) the Owner's interest hereunder shall only be assignable in whole and not in part, and (ii) the assignee shall assume in writing the responsibilities, obligations and duties associated with the interests being assigned by the assignor and which may arise after the effective date of the assignment.

Upon the assignee's assumption of such responsibilities, obligations and duties, the assignor shall be relieved of same. The assignor of the Owner's interests in this Incentive Agreement shall provide notice to the Agency of such assignment within fifteen (15) days of the effective date of the assignment. The assignment instrument must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision below.

Section 22. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 23. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation, appeal or post judgment collection proceedings.

Section 24. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand-delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the Agency: Community Redevelopment Agency for Port Orange Town Center
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To the City: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To the Owner:

With a copy to:

The parties hereby agree to notify each other in writing of any change of address.

Section 25. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 26. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and although the Owner's interests may be expressly assigned in accordance with the provisions of Section 21 , they do not run with the land. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.

Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the Agency under this Incentive Agreement including, but not limited to, the Tax Increment Rebate. In connection with its sale of the Property within the Project, the Owner shall hereafter provide notice of the foregoing limitation

to successor owners at such time that such purchasers give a deposit for a contract for sale and purchase.

Section 27. No Delegation of Police Power. The Owner's shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to the Owner.

Section 28. Compliance Monitoring. The Owner agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that the Owners' implementation of the municipal purposes declared by the Agency herein.

Section 29. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement or any constituent element of the Development Plan, the Parties will cooperate in the defense of such challenge and will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of the Development Plan, or any portion thereof, or this Agreement, the Parties will cooperate to cure the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

Section 30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement executed simultaneously herewith or any other written agreement between the parties relating to road impact fees assessed in connection with development of the Property.

Section 31. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telecopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 32. Conflicting Terms. In the event that this Incentive Agreement conflicts with Resolution No. 17-14, the Incentive Agreement shall control.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY
for PORT ORANGE TOWN CENTER**

Attest:

_____, Chairman

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as the Chairman of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the City has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

By: _____
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as the Mayor of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the Owner has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

Printed Name: _____

By: _____

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ a _____ on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

Exhibit "A"

Definitions

For purposes of the foregoing Agreement, the following terms and references will have the following meanings:

1. **"Affiliate"** means any person (a) that directly or indirectly controls, is controlled by or is under common control with the Owner, (b) who is an officer, manager, employee, or agent of, partner in, or trustee of, or serves in a similar capacity with respect to, the Owner, (c) of which the Owner is an officer, manager, employee, agent, partner, or trustee or serves in a similar capacity, or (d) who is a member of the Owner's family.
2. **"Agency"** has the meaning set forth in the initial paragraph of this Agreement.
3. **"Agreement"** means this Incentive Agreement and any Exhibits attached hereto, all of which are incorporated herein by this reference, as amended from time to time in accordance with its terms.
4. **"Base Year"** shall have the meaning ascribed to such term in Section 8.B.
5. **"Building Permit"** means any site development approved by the city, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City's development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.
6. **"Building Codes"** means City's adopted building code, electrical code, plumbing code, fire code, and other similar codes, as in effect from time to time.
7. **"City"** has the meaning set forth in the preambles of this Agreement.
8. **"City Code"** means the Municipal Code of City of Port Orange, Florida (including the Land Development Code and the Building Code and any similar separately codified regulations), as in effect from time to time (or, where the Agreement expressly states, at a particular time stated).
9. **"City Council"** means City Council of the City.
10. **"Default"** has the meaning set forth in Section 12 of this Agreement.
11. **"Development Agreement"** means **"Project"** and approved development plans stamped "Approved for Construction" by the City.
12. **"Development Application"** means the substantially complete application submitted to City by the Owner for any development, subdivision, zoning, site plan or similar land use approval relating to development of any property within the Property, including, without limitation, an application for any zoning or re-zoning, site plan, subdivision plat, Building

Permit, construction permit or other form of development permit, or any amendment to or modification of any of the foregoing.

13. **“Development Costs”** means the hard and soft costs actually incurred by Owner in connection with the design and construction of the Project through Completion, excluding land costs and costs paid to any Affiliates and as further certified by Owner in the Development Costs Certificate.

14. **“Development Costs Certificate”** means the certificate from Owner of the Development Costs in substantially the form of Exhibit “E”, which certificate shall have appropriate backup, reasonably acceptable to the City Manager, to substantiate the Development Costs, certified as being true and correct by Owner.

15. **“Development Order”** means an *order* granting, with or without conditions, approval of an application for development, including any subdivision, site plan, rezoning, special exception, and variance, [Chapter 2, Section2, LDC.]

16. **“Development Plan”** means **“Project”** and approved development plans stamped, “Approved for Construction” by the City.

11. **“Effective Date”** means the date on which this Agreement is executed by both Parties and as set forth in Section 3.

12. **“Exhibits”** means the following Exhibits to this Agreement, all of which are incorporated by reference into and made a part of this Agreement:

Exhibit A — Definitions

Exhibit B —Legal Description of the Property

Exhibit C —Resolution No. 2017-14

Exhibit D — Approved Site Plan or equivalent

Exhibit E —Developer’s Cost Certificate

13. **“Funding Disbursement”** has the meaning set forth in Section 8.D.

14. **“Legal Challenge”** means either of the following: (1) any third party commences any legal proceeding that directly or indirectly challenges this Incentive Agreement, the Project, and/or any of the Agency’s or City’s resolutions or ordinances approving or ratifying this Agreement or the Project, or (2) any third party submits a petition for a referendum seeking to reverse or nullify any such ordinances.

15. **“Owner”** has the meaning set forth in the initial paragraph of this Agreement.

16. **“Party(ies)”** means, individually or collectively as applicable, the Owner, the Agency and the City.

15. **“Project”** means **“Development Plan”** and approved development plans stamped “Approved for Construction” by the City.

18. **“Property”** means the real property that is legally described in Exhibit B.

19. **“Public Improvements”** means, as more fully discussed in Section 9 of the Agreement, any and all on-site and/or off-site improvements or property, including but not limited to roadways, water lines, sewer lines, storm water facilities, open space, landscaping, traffic control devices, sidewalks, transportation improvements, signage, parking areas or structures and similar or other infrastructure and related or other improvements or property, to be designed, constructed, improved and/or acquired, which will be dedicated for public use or which will be generally accessible to the public, or which otherwise serves a public purpose, in accordance with the Project and the Agreement.

20. **“Redevelopment Area”** means the areas as more particularly described in the Redevelopment Plan, as amended, referenced herein.

21. **“Revenue Sharing Cap Amount”** means an amount which shall not exceed the cost of the Public Improvements consistent herewith and subject to the increased tax revenue received by the City and generated by the Project.

“Revenue Sharing Period” means the period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer’s failure to timely commence and timely complete the Development Plan.

22. **“Tax Increment Rebate”** has the meaning ascribed to such term in Section 8.A.

23. **“Tax Increment Revenue”** shall mean the tax increment funds, if any, actually received by the Agency from the County and City generated from the Project for the applicable year after deducting all administrative charges imposed by the County and the City.

24. **“Term”** has the meaning set forth in Section 4.

Exhibit "B"

Legal Description of the Property

Exhibit "C"

Resolution No. 17-14

Exhibit "D"

Approved Site Plan or Equivalent

Exhibit "E"

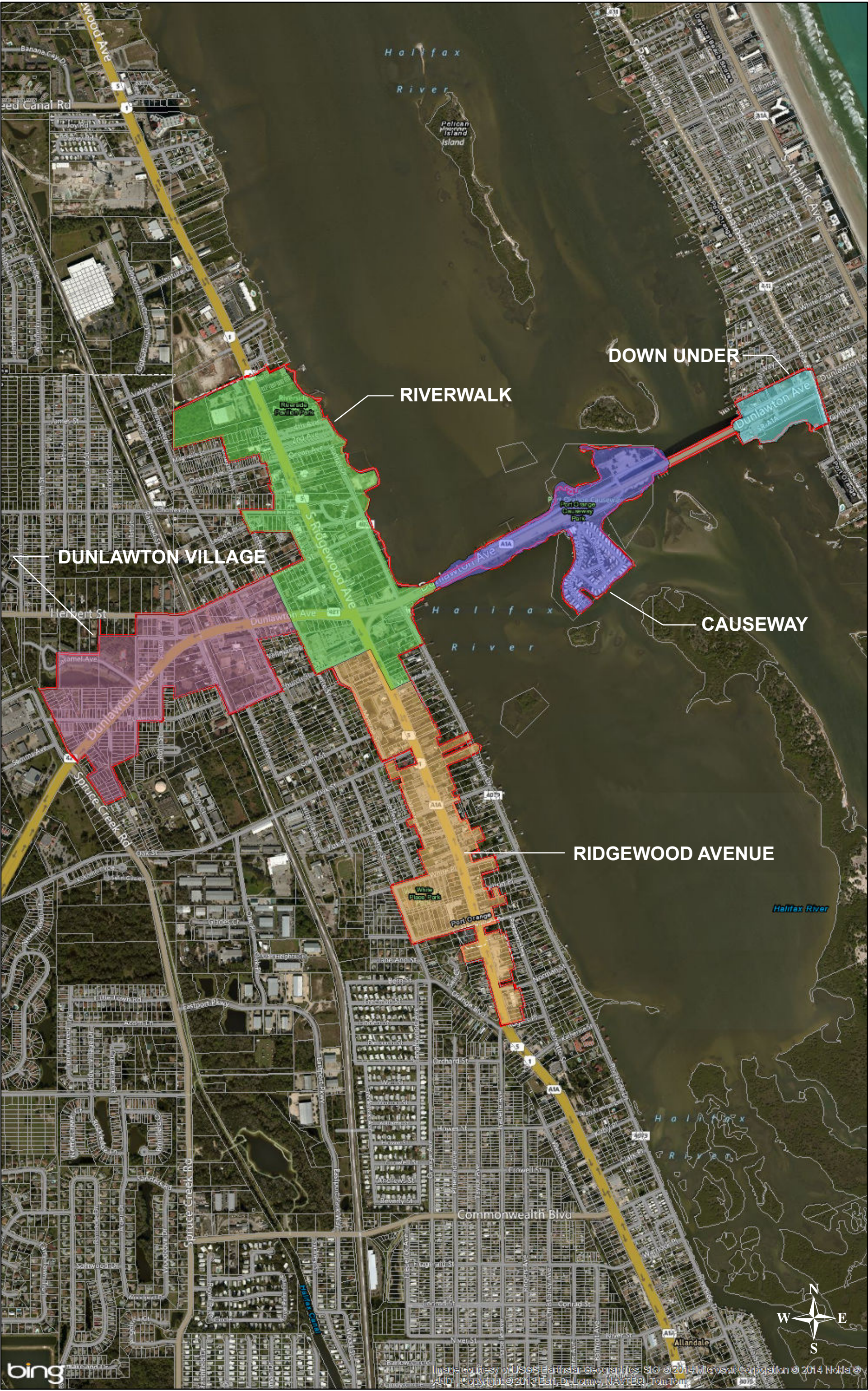
Development Costs Certificate

DEVELOPMENT COSTS CERTIFICATE

The undersigned hereby certifies to the City of Port Orange and the Community Redevelopment Agency for Port Orange Town Center, a public agency and body corporate created pursuant to 163.356, Florida Statutes ("Agency"), that _____, a _____ has actually paid \$ _____ in hard and soft costs to third parties unaffiliated with Owner in connection with the development of the Project, as defined in the Economic Development Incentive Program Agreement dated _____, and pursuant to Resolution No. 17-14, by and between the Agency, the City of Port Orange, and _____, as reflected in the Certified Engineers Cost Estimate, attached hereto as **Exhibit "1"** and the approved site or subdivision plan, conceptual development plan as contained in a Master Development Agreement, or building plans approved by the City. All statements made and incorporated herein are true and correct in all material respects.

_____, a

By: _____





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: Yes

SUBJECT: (D9) Resolution No. 17-15 - Temporary Waiver of Sewer Connection Fees

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution 17-15 Establishing an incentive program for sanitary sewer connections and a temporary waiver of connection charges.

SUMMARY: There are approximately 1,700 septic tanks in the City of Port Orange sewer service area with approximately 800 of those inside city limits. Approximately 200 out of the 800 inside city limits have access to city sewer but have not yet connected. The requested resolution (17-15) provides a waiver of connection fees to property owners where sewer is currently available but the property owner has not yet connected. This waiver will be limited and effective for 9 months from date of the resolution.

The resolution does not include waiver of any availability or impact fees. The waiver applies only to existing structures on septic systems. It does not modify the current requirements for new developments or new construction fees.

When a property owner wishes to apply for the waiver of connection fee, they must sign an agreement to properly abandon the existing septic system upon connection to the city sewer system. All construction permit fees remain in effect.

Bond counsel for the city has indicated that the waiver of connection fees is permissible, however, the city has a continuing obligation to adhere to the bond covenants, including its reserves and debt service obligations. The Finance Department concurs that the city's existing bond obligations will be sufficient for the connection fee waivers.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-15	Resolution No. 17-15.pdf
2.	Department Justification Memo	sewer connection fee waiver memo revised (005) (003).pdf
3.	City Ordinance 74-63,74-64,74-67, and 74-77	City Ordinance.pdf
4.	Resolution 14-82	Resol 14-82.pdf

Robin Fenwick	Created/Initiated - 03/13/2017
Lynn Stevens	Approved - 03/16/2017
Tracey Riehm	Approved - 03/16/2017
Margaret Roberts	Approved - 03/17/2017
Alan Rosen	Approved - 03/17/2017
Robin Fenwick	Final Approval - 03/17/2017

RESOLUTION NO. 17-15

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A TEMPORARY PROGRAM TO ASSIST WITH PROTECTING, PRESERVING AND PROMOTING THE ENVIRONMENT AND THE CITY WATER RESOURCES; PROVIDING AN ALTERNATIVE TO THE USE OF SEPTIC TREATMENT SYSTEMS; ENCOURAGING SANITARY SEWER CONNECTIONS; ESTABLISHING A TEMPORARY WAIVER FOR CONNECTION CHARGES BEGINNING MARCH 28, 2017 AND ENDING ON JANUARY 3, 2018; PROVIDING FOR ADMINISTRATION; PROVIDING FOR NOTICE AS REQUIRED BY LAW; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to implement opportunities that may assist with protecting the environment and the water quality in the waterways and ground water within and adjoining the boundaries of the City of Port Orange; and

WHEREAS, the City Council has considered the environmental degradation to the water quality of the rivers, streams and ground water including, but not limited to, the nutrient loading of nitrogen and phosphorus generated from septic treatment systems; and

WHEREAS, the City Council desires to encourage property owners within the City of Port Orange to connect to sanitary sewer services connected to the city system for a higher quality treatment and to abandon septic treatment systems; and

WHEREAS, approximately 200 residential properties may be connected to the existing public sanitary sewer service infrastructure; and

WHEREAS, the City Council recognizes the financial commitment that is required when connecting to the sanitary sewer system; and

WHEREAS, the City Council may waive the connection charges to mitigate the financial burden for a property owner who seeks to convert to sanitary sewer service rather than an existing septic system and who is willing to abandon the existing septic system; and

WHEREAS, the proposed program for the temporary waiver of connection charges for approximately 200 residential properties is consistent with the city's bond obligations; and

WHEREAS, the Resolution No. 14-82 establishes a connection charge for sanitary sewer service in the minimum amount of \$1,400 plus actual cost, as applicable; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to implement a temporary program for waiver of connection charges as set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby temporarily waives as provided herein, the connection charge as set forth in Resolution No. 14-82 for each connection that complies with each of the following requirements:

- a. The Applicant is a property owner within the City of Port Orange, the "Subject Property";
- b. The Subject Property is immediately adjacent to an operating public sanitary sewer system that has been constructed for sanitary sewer connections.
- c. The Subject Property is serviced by a septic system for waste water treatment.
- d. The Applicant has executed an application and agreement as approved by the Finance Department and Public Utilities Department, including, but not limited to, (1) the Applicant's request to connect to sanitary sewer service with the City of Port Orange, (2) the Applicant's delivery of a fully executed agreement, (3) the recording of a lien against the Subject Property in the amount of the connection charge as waived and for financing, if any, of the sanitary sewer impact fees, (4) the Applicant's submittal of proof for the abandonment of the existing septic system as required by local and general law; and (5) the requirement that the Applicant repay the amount of the connection charge as waived in the event that the Applicant fails to lawfully abandon the septic system.
- e. The city council has budgeted the city funding requirements, if any, for the program.
- f. The Applicant has agreed to all such other terms and conditions as required for the purposes provided herein.

SECTION 2: The City Manager is hereby authorized to provide financing for sanitary sewer connection impact fees for up to three (3) years with the establishment of a lien and at no interest, subject to local and state law. The Finance Department in cooperation with the Public Utilities Department shall provide notice, to the extent required by law, and shall administer the records for the application, agreement, waiver, lien and financing for the program. The City Attorney shall review each lien prior to recording in the public records. Upon approval of this Resolution No. 17-15, the Finance Director may credit an Applicant who has paid a connection charge, between March 1, 2017 and the effective date of this resolution, and who otherwise complies with the terms of the program.

SECTION 3: The City Manager shall monitor with the assistance of the Finance Director, the city's continuous compliance with bond requirements for each financial aspect of the program and for the duration of the program.

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: 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 6: This Resolution No. 17-15 shall become effective on March 28, 2017 and shall sunset on January 3, 2018, unless otherwise amended by subsequent resolution adopted by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director

FROM: Lynn Stevens, Public Utilities Director

DATE: March 15, 2017

SUBJECT: Waiver of Sewer Connection Fees – Resolution 17-15

REQUEST

The Utilities Department requests City Council approve Resolution 17-15 Waiver of Sewer Connection Fees to property owners within city limits who are currently on septic systems.

PURPOSE

The purpose of this request is to encourage conversion from septic tanks to city sewer service to protect the environment.

CONSIDERATION

There are approximately 1,700 septic tanks in the City of Port Orange sewer service area with approximately 800 of those inside city limits. Approximately 200 out of the 800 inside city limits have access to city sewer but have not yet connected. Septic tanks can cause significant impacts to the surrounding environment depending on the age of the septic system, the surrounding soils, groundwater elevations, maintenance performed on the systems, and proximity to surface waters. In an effort to preserve and protect the environment, staff has been tasked with encouraging connection to city sewer service, where available but not utilized by property owners. Of major concern is the cost associated with conversion from septic to sewer including construction costs to the city and various fees to the customer. The cost to the customer includes connection fees, impact fees, plumber fees (to connect the customer to the sewer system), and a septic tank company fee to properly abandon the existing septic tank. These fees can easily exceed \$5,000 per household.

When construction of a city sewer main is completed, the property owners are notified of sewer availability. City Ordinance 74-64 requires the property owner to connect to the system within 12 months of notice of availability. Resolution 14-82 establishes impact

and connection fees. Residential connection fees are a minimum of \$1,400 per connection and impact fees are \$1,540.

The requested resolution (17-15) provides a waiver of connection fees to property owners where sewer is currently available but the property owner has not yet connected. This waiver will be in effect for 9 months from date of the resolution. The resolution does not include waiver of any availability or impact fees.

The waiver applies only to existing structures on septic systems. It does not modify the current requirements for new developments or new construction fees.

When a property owner wishes to apply for the waiver of connection fee, they must sign an agreement to properly abandon the existing septic system upon connection to the city sewer system. All construction permit fees remain in effect.

In addition to waiving the connection fees, staff is investigating possible grant funding for property owners to offset the remaining costs associated with abandoning a septic system. The finance department is also investigating options for financing impact fees for property owners.

The pipelines for the current sewer collection system are readily available to service the estimated 200 property owners currently on septic systems. However, the piping system must be extended to accommodate the remaining property owners within city limits currently using septic tanks. Capital funds for design of new sewer mains to extend service are being requested in FY 2018. Once designed, staff will aggressively apply for state and federal grants for construction to offset the costs.

FUNDING:

There are approximately 200 of the 800 property owners within city limits that could currently connect to the existing sewer system. The estimated cost to waive connection fees to these customers is \$280,000.

RECOMMENDATION:

The Public Utilities Department recommends City Council approve Resolution 17-15 Waiver of Sewer Connection Fees to property owners within city limits who are currently on septic systems.

ATTACHMENTS:

- a.) City Ordinance 74-63, 74-64, 74-67, and 74-77
- b.) Resolution 14-82

- **Sec. 74-63. - Connection required to existing sewer collection facilities.**

Connection to the sewer collection facilities of the city by a property owner, where such service is available within the municipal boundaries of the city, shall be mandatory for each lot or parcel of land except unimproved and unused property. Connections to existing improved properties shall not be mandatory when the nearest sewer collection facilities (sewer line) are more than 100 feet from the closest point of the subject property. Should an existing improved property be proposed to connect to a sewer service, then all existing and proposed future buildings and all other wastewater generators on the property shall be required to be connected at that time as well. No person shall be required to cross the private property of another to make connection to the sewer collection facilities of the wastewater treatment system unless there exists an appropriate easement or right-of-way. At the time connection is mandatory by the city manager or his designee, such owner shall become liable for payment of all applicable development fees, connection charges and/or other fees, charges and deposits as may be established by ordinance or resolution by the city council.

- **Sec. 74-64. - Connections required to sewer collection facilities when service extended.**

If the sewer collection facilities of the city's wastewater treatment system are expanded or extended to an area where such service was previously unavailable, the owner of property in such area shall be required to connect thereto, as provided in [section 74-63](#), within one year of the date the service becomes available and to pay all applicable development fees, connection charges and/or other fees, charges and deposits as may be established by ordinance or resolution by the city council.

- **Sec. 74-67. - Service extensions.**

Where sewer service is requested beyond the limits of the present collection system, the person requesting such service prior to construction shall pay all costs of such extension, including the costs of any pumping stations required. All such extensions shall have plans and specifications prepared by a registered engineer and approved by the city manager or his designee before any extension is commenced.

- **Sec. 74-77. - Connection charges.**

There shall be no sewer connection charge for any connection made to the sewer system if such service is made at the same time as construction of sewer mains and is developer installed. If, however, a service connection is required after construction of the sewer main or the city pays for a service connection concurrent with line extensions, the city may provide materials and/or labor to bring the service main to the property line of the lot or parcel to be connected, then a minimum charge per sewer connection shall apply. The actual sewer connection charge may be greater than the minimum charge, if the actual cost to the city is greater than the minimum charge set forth.

- **Sec. 74-63. - Connection required to existing sewer collection facilities.**

Connection to the sewer collection facilities of the city by a property owner, where such service is available within the municipal boundaries of the city, shall be mandatory for each lot or parcel of land except unimproved and unused property. Connections to existing improved properties shall not be mandatory when the nearest sewer collection facilities (sewer line) are more than 100 feet from the closest point of the subject property. Should an existing improved property be proposed to connect to a sewer service, then all existing and proposed future buildings and all other wastewater generators on the property shall be required to be connected at that time as well. No person shall be required to cross the private property of another to make connection to the sewer collection facilities of the wastewater treatment system unless there exists an appropriate easement or right-of-way. At the time connection is mandatory by the city manager or his designee, such owner shall become liable for payment of all applicable development fees, connection charges and/or other fees, charges and deposits as may be established by ordinance or resolution by the city council.

- **Sec. 74-64. - Connections required to sewer collection facilities when service extended.**

If the sewer collection facilities of the city's wastewater treatment system are expanded or extended to an area where such service was previously unavailable, the owner of property in such area shall be required to connect thereto, as provided in section 74-63, within one year of the date the service becomes available and to pay all applicable development fees, connection charges and/or other fees, charges and deposits as may be established by ordinance or resolution by the city council.

- **Sec. 74-67. - Service extensions.**

Where sewer service is requested beyond the limits of the present collection system, the person requesting such service prior to construction shall pay all costs of such extension, including the costs of any pumping stations required. All such extensions shall have plans and specifications prepared by a registered engineer and approved by the city manager or his designee before any extension is commenced.

- **Sec. 74-77. - Connection charges.**

There shall be no sewer connection charge for any connection made to the sewer system if such service is made at the same time as construction of sewer mains and is developer installed. If, however, a service connection is required after construction of the sewer main or the city pays for a service connection concurrent with line extensions, the city may provide materials and/or labor to bring the service main to the property line of the lot or parcel to be connected, then a minimum charge per sewer connection shall apply. The actual sewer connection charge may be greater than the minimum charge, if the actual cost to the city is greater than the minimum charge set forth.

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE PURPOSE FOR REVISED UTILITY SERVICE FEES, RATES AND CHARGES; ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; SUPERSEDING PRIOR RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, said Chapter 74 requires the annual review and adjustment of utility fees and charges by the City Council, and a rate study and analysis has been completed resulting in recommended rate changes as reflected herein; and

WHEREAS, the City Council has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

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

Section 1. Purpose.

The City Council finds that adjustments are necessary to offset the change in price of labor, materials, non-operating cost, and requirements of the bond covenants.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service.

The Development Fees shall be as follows:

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

<u>Water Service Development Fee</u>	\$ 1,555.00
<u>Sewer Service Development Fee</u>	\$ 1,540.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

<u>Water Service Development Fee</u>	\$ 622.00
<u>Sewer Service Development Fee</u>	\$ 616.00

3. For each motel, hotel, commercial or industrial use connected to the system:

<u>Water Service Development Fee</u>	\$1,555.00 per equivalent living unit at a minimum plus an amount computed as follows:
--------------------------------------	--

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	103.67	15
31 & Above	77.75	30

<u>Sewer Service Development Fee</u>	\$ 1,540.00 per equivalent living unit plus the following amount:
--------------------------------------	---

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	102.67	15
31 & Above	77.00	30

B. Outside City Limits:

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems):

<u>Water Service Development Fee</u>	\$ 1,805.00
<u>Sewer Service Development Fee</u>	\$ 1,868.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

<u>Water Service Development Fee</u>	\$ 722.00
<u>Sewer Service Development Fee</u>	\$ 747.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee \$1,805.00 per equivalent living Unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	120.33	15
31 & Above	90.25	30

Sewer Service Development Fee \$ 1,868.00 per equivalent living unit plus the following amount.

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	124.53	15
31 & Above	93.40	30

C. City of Daytona Beach Shores: (treatment only)

1. For each equivalent living unit connected to the system (including: single family and multi-family for public or private utility systems):

Sewer Service Development Fee \$ 956.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee \$ 956.00 per equivalent living unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	63.73	15
31 & Above	47.80	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service Potable & Reclaimed

Connection Charges

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>	
	<u>POTABLE</u>	<u>RECLAIMED/IRRIGATION</u>
¾ inch	\$ 605	\$ 605
1 inch	825	825
1 ½ inch	980	980
2 inch	1,905	1,535
3 inch or larger	425 + actual material & labor	

B. Outside City Limits:

The following charges shall be required for each connection made to the water system outside the City limits:

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>	
	<u>POTABLE</u>	
¾ inch	\$ 755	
1 inch	1,030	
1 ½ inch	1,225	
2 inch	2,380	
3 inch or larger	530 + actual material & labor	

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service.

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,400.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES**Section 5. Application and Deposits for Service.****A. PRIMARY UTILITY METER DEPOSIT**

Upon a request for utility service at a new location, including water, sewer, reclaimed and garbage, the following minimum deposit (for each meter: potable; reclaimed; or pre-existing irrigation) shall be required for each new or existing customer. Where the property has changed hands, a new deposit will be required in the name of a deed holder.

For estates where the surviving spouses' name is on the deed, the deposit will be transferred to an account in the surviving spouses' name. In cases of divorce, a new deposit will be required unless the court instructs otherwise.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Owner of Property</u>	<u>Tenant</u>
¾ inch	\$ 100.00	\$ 175.00
1 inch	\$ 200.00	\$ 350.00
1 ½ inch	\$ 300.00	\$ 525.00
2 inch	\$ 760.00	\$ 1,330.00
3 inch	\$ 1,050.00	\$ 1,838.00
4 inch	\$ 1,400.00	\$ 2,450.00
6 inch	\$ 3,500.00	\$ 6,125.00
8 inch	\$ 4,200.00	\$ 7,350.00
10 inch	\$ 6,000.00	\$10,500.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above for single family homes (owner occupied) an additional deposit will be required for an additional tenant reclaimed or potable meter.

ADDITIONAL METER DEPOSITS ARE AS FOLLOWS:

<u>Meter Size</u>	<u>Owner Occupied Reclaimed Meter</u>	<u>Tenant Reclaimed or Potable Meter</u>
¾ inch	\$ 35.00	\$ 80.00
1 inch	\$ 70.00	\$ 160.00
1.5 inch	\$ 105.00	\$ 240.00
2 inch	\$ 266.00	\$ 608.00
3 inch	\$ 367.50	\$ 840.00
4 inch	\$ 490.00	\$ 1,120.00

- C. Multiple Property Ownership – Single Customer - Shared Deposit – The following minimum deposit for utility (potable water and reclaimed) service shall be required for each customer owning multiple properties (In addition to Section 5A) serviced by a ¾ - inch meter or owning one (1) parcel of rental property serviced by multiple meters:

NUMBER OF UNITS OR METERS MINIMUM DEPOSIT

Three (3) or less	\$100.00
Four (4) or more	\$100.00 plus \$35.00 for each additional unit or meter over three (3)

- D. For customer who has been charged the reconnect fee subsequent to a disconnect for non-payment two times within a twelve month period, or has a credit history evidencing delinquent payments on their accounts, an additional deposit equal to two (2) month's average bills shall be required. All accounts processed for discontinuation of service for non-payment shall be required to pay the reconnect fee whether service has been interrupted or not.

- E. The application shall require background and credit history information. Should an applicant refuse to provide a valid driver's license or State of Florida issued identification card the applicant shall be required to provide a credit report from a nationally recognized credit reporting company. Prior to utility service initiation, utility customers at new service locations shall provide proof of ownership or for tenants, a lease agreement showing parties to the lease.
- F. The deposits outlined in this section apply to all residential and commercial property owners and are not refundable until disposition or demolition of structures. Deposits will be applied after the initiation of the collections process. Tenant deposits will be applied or refunded as applicable.

Section 6. Portable Water Meter Charges

- A. Portable Truck Mounted Meters – Upon receipt of the meter, the customer will pay a security deposit equal to the actual cost of the meter. Upon return of the meter in good working condition, the individual or firm will receive a refund equal to 85% of the cost of the original meter reduced by the replacement cost of the any damaged meter components.
- B. Cart Mounted Meter with Backflow Device - The customer will pay \$1,500.00 security deposit upon receipt of the portable meter. Upon return of the meter in good working condition, the individual or firm will receive a refund of the lesser of \$1,275.00 or this amount reduced by replacement cost of the damaged meter and/or other components. All portable meters must be read or usage reported monthly and charged a standard inside commercial water rate based on their meter size plus a \$25.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read. Under special circumstances that include semi-permanently installed meters and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to cause the meter to be read on a monthly basis, a penalty equal to two (2) times the estimated usage will be charged. If Portable Water Meters are destroyed, damaged, or abused, the Finance Director or Designee shall notify the utility customer that all future connections to the City water system of any nature shall be made only by City staff and that any future use of portable meters by such utility customer is prohibited. Where abuse has been determined, the utility account established by the customer for a portable meter shall be closed, the meter and backflow prevention device shall be returned to the City immediately, and a penalty equal to three (3) times the estimated dollar amount of the repair plus \$105 will be assessed.

Section 7. Account Service Charges.

- A. There will be a \$40.00 service charge for a new account or reconnect to turn on water where connection to the water system and installation of a meter has previously been made. The charge is not applicable to the original connection to the water system and installation of a meter.

- B. There will be an \$80.00 service charge for a new account or reconnect requiring unscheduled service or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.
- C. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply if all meters at the location are turned on or off during the same service call.
- D. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.
- E. If the water meter is tampered with by action of the customer, tampering fees as outlined by City Ordinance and Florida Statute apply. The minimum fee for tampering will be three times the estimated dollar amount of service unlawfully obtained plus a \$105.00 service charge.

Section 8. Extraordinary Service Call Charges.

- A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum \$40.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.
- B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 2:00 p.m., Monday through Friday shall require a \$105.00 service charge together with the additional charges set forth in Paragraph A of this section.
- C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance.

Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 A.M. to 3:30 P.M.

Section 9. Meter Test Charges.

- A. Bench Test
There shall be a \$105.00 service charge for customers requesting a meter bench test for accuracy on a $\frac{3}{4}$ inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean greater than two and one-half percent (2 ½ %) plus or minus from perfect registration.

B. Meter Check – At Service Location

There will be a \$20.00 service charge for a meter check requested by a customer. If the reading is found to be in error or the meter is not functioning properly then there will be no charge.

Section 10. Swimming Pool Service Charges.

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge will be given for the amount of water used to fill the swimming pool. There shall be a \$40.00 service charge for reading the water meter, if applicable, immediately before and after the pool is filled. There shall be no service charge if the service visit is not required because the customer provides a letter from the pool contractor documenting pool water volume or if pool capacity can be determined using an alternate reasonable process.

Section 11. Backflow Inspection/Testing Charge.

All owners of non-single family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional. Certified test results are to be provided to the City immediately thereafter. If the owner does not inspect and test these devices annually then the City or its agent may elect to provide this service and charge the actual cost of testing (including direct or indirect cost) to the owner.

There shall be a monthly charge of \$2.92 for inspection and testing of each single family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges.

The following minimum charges shall apply for taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

<u>TAP SIZE</u>		<u>PRESSURE MAIN</u>	<u>SEWER MANHOLE CORING</u>
1	inch	\$ 300	N/A
2	inch	340	N/A
4	inch	560	\$ 780
6	inch	560	780
8	inch	560	780
10	inch	615	990
12	inch	670	1,195

The above charges do not include jacking and boring or crossing of City streets, related restoration, permitting, and valves and related parts. If extenuating circumstances exist additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges.

- A. All Fire Hydrants either private or public shall be maintained by the City of Port Orange and charged as noted in paragraphs "B" and "C".
- B. There shall be a monthly charge of \$9.00 for each fire hydrant located within the City limits and outside of City right-of-way or public utility easements.
- C. There shall be a monthly charge of \$11.25 for each fire hydrant located outside the City limits and outside of City right-of-way or public utility easements.

Section 14. Fire Sprinkler System Charges.

- A. Single Family Residential and Multi-Family Residential.
 - 1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. The required backflow prevention device shall be installed on the fire sprinkler system extension after the meter.
 - 2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable
- B. Motel, Hotel, Commercial and Industrial.

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable.
- C. New Fire Sprinkler Service Installations.

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution.

The required backflow prevention device shall be installed and tested annually by the customer at the customer's expense.

D. Monthly Charges for Unmetered Fire Sprinkler Systems.

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

<u>SERVICE SIZE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
2 inch	\$ 4.40	\$ 5.50
3 inch	8.25	10.31
4 inch	13.75	17.19
6 inch	27.50	34.38
8 inch	44.00	55.00
10 inch	63.25	79.06
12 inch	118.25	147.81

Section 15. Collections Process Charges.

- A. Any account that is sent to collections will be charged the collection agency fee plus a \$40.00 administration fee.
- B. Any account that has been processed for a lien or satisfaction of lien will be charged the appropriate processing fee charge us by Volusia County for processing plus an additional \$40.00 administration fee.

PART C – WATER AND SEWER CONSUMPTION CHARGES**Section 16. Schedule of Monthly Water Charges.**

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings to have been delivered. If connection is required pursuant to Section 74-31, Code of Ordinances, City of Port Orange, Florida, water service is deemed available for use. The monthly usage charges shall be computed to the nearest thousand gallons.

A. Residential

- 1. Inside the City limits of Port Orange, the minimum monthly charges shall be \$9.90 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.48 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	3.88 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	6.70 per thousand gallons
Block 4 (18,000+ gallons)	10.72 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

- 2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.85 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	4.85 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	8.38 per thousand gallons
Block 4 (18,000+ gallons)	13.40 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreational room, bathhouse, and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park/Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 9.90
1 inch	16.50
1 $\frac{1}{2}$ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 12.38
1 inch	20.63
1 $\frac{1}{2}$ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$4.01 per thousand gallons.

E. Town of Ponce Inlet.

The Town of Ponce Inlet shall be charged a minimum rate of \$50.00 per month per master meter, plus usage billed at \$4.24 per thousand gallons.

- F. Water service utilized by a customer for any part of a month shall render the customer subject to not less than the minimum monthly charge plus usage billed as provided herein.

Section 17. Schedule of Monthly Sewer Charges.

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City based on water consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons.

A. RESIDENTIAL

1. Inside the City limits of Port Orange the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Each non-connected 4 kgal Min unit shall be billed a minimum monthly charge of \$29.10, and non-connected customers shall be billed a minimum monthly charge of \$11.70.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly charge of \$14.63.

B. MULTI-FAMILY RESIDENTIAL (Apartment, Condominium, Time Share Resort, and Mobile Home Park with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each equivalent full time or short term unit, plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each equivalent full time or short term unit plus usage billed at \$5.44 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$4.35 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 11.70
1"	meter	19.50
1 ½"	meter	39.00
2"	meter	62.40
3"	meter	117.00
4"	meter	195.00
6"	meter	390.00
8"	meter	624.00
10"	meter	897.00
Non-Connected		11.70

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$5.44 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 14.63
1"	meter	24.38
1 ½"	meter	48.75
2"	meter	78.00
3"	meter	146.25
4"	meter	243.75
6"	meter	487.50
8"	meter	780.00
10"	meter	1,121.25
Non-Connected		14.63

E. Dump Stations.

In addition to the charges set forth in Section 17C, for each campground or recreational park with one (1) or more dump station(s), the monthly charge shall be \$60.00 per campground or recreational park. For each dump station at any other location, the

monthly charge shall be \$20.00 per dump station. Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract to and on behalf of the City of Port Orange. In such instances any charges shall be defined in the contract.

F. City of Daytona Beach Shores.

The City of Daytona Beach Shores shall be charged usage at \$3.46 per thousand gallons of untreated sewage flow.

G. Sewage service utilized by a customer for any part of a month shall render the customer subject to sewer billing based on water consumption for that month, not less than the minimum monthly charge plus actual usage billed as provided herein.

Section 18. Minimum Billing for Partial Monthly Service.

The minimum monthly water and sewer utility charges shall apply to all accounts. Minimum monthly charges will be prorated during the initial and final month of service.

Section 19. Voluntary Suspension of Service & Minimum Charges to Vacant Developed Properties.

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. Not less than the minimum monthly charges shall be billed as provided and established by this resolution.

In order to prevent unauthorized water usage while a customer is on vacation (for a minimum three months) the customer may request that the City lock off the meter at no cost to the customer. The customer will not be required to pay a reconnect fee if a telephoned request is received the day prior to the need to resume service. If this type of notice is not provided to the City by the customer and service is resumed by action of the customer, tamper fees may apply as outlined in City Ordinance 74.40 and Florida Statute 812.14(2) b & c5. The minimum fee for tampering with utility services will be three times the estimated dollar amount of service unlawfully, obtained plus a \$105.00 service charge or at a minimum the account will be back billed all applicable services for the period of time in question and water usage plus a \$40.00 service charge.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 20. Reclaimed Water System Charges.

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest

thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

Inside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 8.75
1"	meter	14.58
1 ½"	meter	29.17
2"	meter	46.67
3"	meter	87.50
4"	meter	145.83
6"	meter	291.67
8"	meter	466.67
10"	meter	670.83

Usage Charges:

Block 1	\$0.22 per thousand gallons
Block 2	0.39 per thousand gallons
Block 3	0.44 per thousand gallons

Outside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 10.94
1"	meter	18.23
1 ½"	meter	36.46
2"	meter	58.34
3"	meter	109.38
4"	meter	182.29
6"	meter	364.59
8"	meter	583.34
10"	meter	838.54

Usage Charges:

Block 1	\$0.28 per thousand gallons
Block 2	0.48 per thousand gallons
Block 3	0.55 per thousand gallons

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>
¾ inch	0-12,000	12,001-18,000	18,000+
1 inch	0-20,000	20,001-30,000	30,000+
1 ½ inch	0-40,000	40,001-60,000	60,000+

2	inch	0-64,000	64,001-96,000	96,000+
3	inch	0-120,000	120,001-180,000	180,000+
4	inch	0-200,000	200,001-300,000	300,000+
6	inch	0-400,000	400,001-600,000	600,000+
8	inch	0-640,000	640,001-960,000	960,000+
10	inch	0-920,000	920,000-1,380,000	1,380,000+

B. Interruptible Service Rate.

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or his Designee the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A of this section, plus usage billed at \$0.22 per thousand gallons inside the City and \$0.28 per thousand gallons outside the City.

Service under this category may be interrupted at any time by the City.

Section 21. Irrigation/Sprinkler Charges.

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 12.38
1 inch	20.63
1 ½ inch	41.25

2 inch 66.00

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 9.90
1"	meter	16.50
1 ½"	meter	33.00
2"	meter	52.80
3"	meter	99.00
4"	meter	165.00
6"	meter	330.00
8"	meter	528.00
10"	meter	759.00

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 12.38
1"	meter	20.63
1 ½"	meter	41.25
2"	meter	66.00
3"	meter	123.75
4"	meter	206.25
6"	meter	412.50
8"	meter	660.00
10"	meter	948.75

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 12.38
1 inch	20.63
1 ½ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$6.56 per thousand gallons.

Section 22. Rate Review.

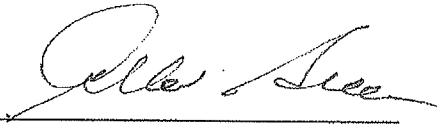
The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein.

Section 23. Prior Resolutions Superseded.

This Resolution shall supersede all prior rate Resolutions including Resolution No. 13-41.

Section 23. Effective Date.

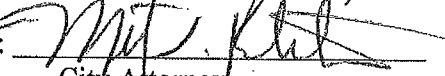
This resolution shall become effective for all bills rendered after April 1, 2015.


MAYOR ALLEN GREEN

ATTEST:


Robin L. Fenwick, CMC, City Clerk

Adopted on the 20 day of January, 2015

Reviewed and Approved: 
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: Yes

SUBJECT: (D10) Resolution No.17-16 - FIND Grant Application Boat Ramp and Floating Dock

DEPARTMENT: Parks & Recreation

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 17-16 grant application for FIND and authorize the City Manager to execute the necessary agreements.

SUMMARY: The Parks and Recreation Department is requesting permission to apply for a Florida Inland Navigation District (FIND) grant to rebuild the Northwest boat ramp and remodel it as a floating boat dock. The boat ramp was damaged during Hurricane Matthew and needs to be replaced. We are looking at changing the design of the northwest boat ramp from a fixed dock to a floating dock to accompany the adjacent boat ramp, which will match the same design as the southwest boat ramps. Staff believes it will withstand storm surge and extreme tide changes better than the fixed design. This grant requires a 50-50 match. The total estimated cost of this project is \$200,000 and we will be requesting \$100,000 from FIND. The City's match will be requested in the FY 18-23 Capital Improvement Plan.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-16	Reso. No. 17-16.pdf
2.	Terms and Conditions	66B-2 FAC Terms and Conditions.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/10/2017
Approved - 03/10/2017
Approved - 03/14/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

RESOLUTION NO. 17-16

**ATTACHMENT E-7
RESOLUTION FOR ASSISTANCE 2017
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE CITY OF PORT ORANGE is interested in carrying out the following described project for the enjoyment of the citizenry of City of Port Orange, Volusia County and the State of Florida:

Project Title:	Causeway Boat Ramp and Floating Dock
Total Estimated Cost:	\$200,000.00

Brief Description of Project: Design and construction of boat ramp and floating dock.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above.

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE that the project described above be authorized.

AND, be it further resolved that said City of Port Orange make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said CITY OF PORT ORANGE.

AND, be it further resolved by the City of Port Orange that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port Orange for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Port Orange City Council at a legal meeting held on this _____ day of _____ 20_____.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

CHAPTER 66B-2 WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

- (10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.
- (11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.
- (12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.
- (13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.
- (14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.
- (15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.
- (16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.
- (17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.
- (18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.
- (19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.
- (20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.
- (21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.
- (22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.
- (23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.
- (24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.
- (25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.
- (26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.
- (27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.
- (28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.
- (29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.
- (30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District’s intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568> and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more public accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: All land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a

regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an

interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;
13. Maritime Management Planning;
14. Waterways boating safety programs and equipment;
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
16. Environmental restoration, enhancement or mitigation projects; and
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture;
9. Vehicles to transport vessels; and
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection;
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
 - c. Restoration of sites disturbed during the construction of an approved project;
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting vessels are eligible for a maximum of \$60,000 in initial District funding. Marine law enforcement and other vessels are eligible for a maximum of \$30,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has

been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) **Project Agreement:** For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) **Matching Funds:** The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) **Agreement Modification:** All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) **Project Reporting:** The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) **Reimbursement Requests:** The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) **Project Inspection:** Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) **Project Completion:** The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) **Project Completion Requirements:** Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The

applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: Yes

SUBJECT: (D11) Resolution No. 17-17 - FIND Grant Application T-Pier Reconstruction and Demolition of East Pier

DEPARTMENT: Parks & Recreation

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

Move to approve Resolution No. 17-17 grant application for FIND and authorize the City Manager to execute the necessary agreements.

SUMMARY: The Parks and Recreation Department is requesting permission to apply for a Florida Inland Navigation District (FIND) grant to rebuild the T-Pier and demolish the East Pier at the Causeway. The piers were damaged or destroyed during Hurricane Matthew and the T-Pier needs to be replaced.

The East Pier was scheduled for demolition in the near future, when it was no longer safe for use. Hurricane Matthew sped up that timeline with the damage it inflicted. This pier was our least used fishing pier and the cost to maintain it was not seen as beneficial when we have (or will have) three other docks from which to fish (T-Pier, West Pier and Riverwalk Park Pier).

This grant requires a 50-50 match. The total estimated cost of the project is \$250,000. We will be requesting \$112,500 from FIND. Staff will request the match of an additional \$112,500 in the FY 18-23 Capital Improvement Plan.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-17	Reso. No. 17-17.pdf
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Robin Fenwick
Alan Rosen
Susan Lovallo
Tracey Riehm
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/15/2017
Approved - 03/15/2017
Approved - 03/15/2017
Approved - 03/16/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

RESOLUTION NO. 17-17

**ATTACHMENT E-7
RESOLUTION FOR ASSISTANCE 2017
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE CITY OF PORT ORANGE is interested in carrying out the following described project for the enjoyment of the citizenry of City of Port Orange, Volusia County and the State of Florida:

Project Title: Causeway T-Pier and Demolition
Total Estimated Cost: \$250,000.00

Brief Description of Project: Construction T-pier on NW side of Causeway and demolition of NE fishing dock.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above.

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE that the project described above be authorized.

AND, be it further resolved that said CITY OF PORT ORANGE make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of Port Orange.

AND, be it further resolved by the CITY OF PORT ORANGE that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port Orange for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Port Orange City Council at a legal meeting held on this _____ day of _____ 20_____.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (D12) Cypress Creek PTA Fee Waiver Request

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Approve the write off of \$120.00 to correct the billing and procedure error for Cypress Creek PTA.

SUMMARY: The race coordinator acting on behalf of the Cypress Creek PTA requested an officer on November 30, 2015 for a December 5, 2015 5 K race. The officer responded to the race location for his duty assignment and then discovered that the race was cancelled. The PD was not notified of the cancellation, there is no record of the permit application indicating that the race was going to happen either. We are obligated to pay the officer for a minimum of three (3) hours at \$32.00 per hour plus an \$8 per hour administrative fee for the city. Therefore, the PTA was billed \$120.00. We already paid the officer from the budget. We are unable to locate the signed contract with the PTA for this event.

Since we do not have a signed contract between the PTA, School or Race coordinator, staff is of the opinion that this bill was sent in error. It is being brought to the attention of Council for approval because the City Manager's wife is the Vice President of the PTA and staff is ensuring there is no perceived conflict of interest. Mrs. Johansson was not an officer of the PTA when the event occurred.

The procedural guidelines have since been standardized to ensure this doesn't happen again and we are standardizing the form to ensure ease of application as well.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
William Proctor
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 03/01/2017
Approved - 03/01/2017
Approved - 03/03/2017
Approved - 03/09/2017
Final Approval - 03/09/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (D13) Purchasing Manual Section 3.01 revision relating to Purchasing Authority

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Purchasing Manual, Section 3.01 effective immediately.

SUMMARY: Current City ordinances require Council approval for changes to the purchasing manual. This item proposes changes to section 3.01 of the manual relating to purchasing authority. The proposed changes do not conflict with city purchasing ordinances or Florida law. Rather, it outlines how the city manager may delegate purchasing authority (within his perview) to department heads. These amendments do not in any way increase the authority the Council delegates to the city manager.

The changes allow the manager to delegate to a department head (in writing, if he or she so choses) the approval and execution of a contract that does not exceed \$25,000. The manual also indicates that purchases completed using a current vendor application and purchase order not exceeding \$25,000 are not required to be reviewed by the City Attorney unless otherwise requested by the city manager, finance director or department director.

The City Attorney has substantially participated in the preparation of the revised vendor applications and purchase orders, and the Finance Department has integrated the new forms with its current purchasing process.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Section 3.01	Section 3.01.pdf
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Tracey Riehm
Kelly Conard
Tracey Riehm
Margaret Roberts
Alan Rosen

Created/Initiated - 03/07/2017
Approved - 03/10/2017
Approved - 03/13/2017
Approved - 03/17/2017
Approved - 03/17/2017

Robin Fenwick

Final Approval - 03/17/2017

Purchasing Manual Policy and Procedures
Effective March 28, 2017

Section 3.01 Purchasing and Contract Authority

Purchases and contracts having a cost of greater than \$25,000, unless otherwise exempt, shall be approved by council. (Code Sec. 2-267)

The city manager is responsible for the procurement of goods and services paid for by city funds and is authorized to expend monies for purchases when (1) the total is \$25,000 or less, or when (2) the purchase is exempt from the \$25,000 limit, both as prescribed by council ordinance, as amended and restated from time to time. The finance director shall promptly revise this policy to conform to each adopted council ordinance. The city manager may delegate authority in writing to a department head for the approval and execution of a contract that does not exceed \$25,000.

The city manager may permit the procurement of goods and services not exceeding the city manager authority by use of a current vendor application as approved by the Finance Director and a purchase order based upon vendor quotations, as required by this policy. Purchases based only on a current vendor application and purchase order not exceeding \$25,000 shall not require review by a city attorney for sufficiency and compliance with formally adopted laws and regulations, unless otherwise requested by the city manager, the finance director or applicable department director.

Only authorized persons may make purchases, obligate the city, or sign contracts involving the expenditure of city funds. The city shall not recognize a contract or agreement as binding unless executed by an authorized employee in accordance with this policy. Employees who enter into contracts or agreements that are not consistent with this policy or otherwise make unauthorized purchases shall be subject to disciplinary action and may be subject to legal liability.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (E15) Youth Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY: Alyssa Christen has submitted her application to serve on the Youth Advisory Board. Her application is attached for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Alyssa Christen Application	Christen, Alyssa.pdf
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Robin Fenwick

Created/Initiated - 03/09/2017

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Alyssa Christen
Date: Tuesday, March 07, 2017 10:18:28 PM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Alyssa Christen on 03/07/2017

Personal Information

Name:	Alyssa Christen
Date of Birth:	10/29/2000
Telephone:	3863167239
E-mail:	Alyssa.christen@yahoo.com
Business Telephone:	3863167239
Address:	1854 Chantel Ct Port Orange Fl
Are you a registered voter in Port Orange?	No
City Council District:	2
How long have you been a resident of Port Orange?	16
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Mary Gelow Dessoye 3851 Sunset Cove Port Orange 386-212-9286
Reference 2:	Blanca Gonzalez 512 Mark Avenue Daytona Beach 3862580274
Reference 3:	Kari Nagus 5324 Georgia Peach Port Orange 386-451-9739

Education

High School:	Spruce Creek
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Date Graduated High School:

//

College:

Date Graduated College:

//

Degree:

Work Experience

Interests / Activities

Dance, Singing , acting and working with special needs children

Community Involvement

Performing Arts/Community Theater

Why do you desire to serve on these boards?

I have a desire as a student in my community to have a voice that represents issues which which may impact our youth.

Resume / Additional Information

Selected Boards / Commissions

Youth Advisory Board

Order of Preference

Signature:

Alyssa Christen

Date:

03/07/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (E16) Parks & Recreation Advisory Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Appoint four (4) members to the Parks & Recreation Advisory Board.

SUMMARY: The Parks and Recreation Advisory board has one vacancy and three (3) positions up for re-election. Jack Wiles and Patricia Barraco have requested to continue serving on the board. Diane Gardner is not seeking re appointment. Please appoint four (4) people from the list below to serve on this board.

Jack Wiles
Patricia Barraco
Sarah Jones
James Richard
Garry "Jay" White
Dennis Young
John McClellan
Michael Navarro

All applications are attached, in no particular order, for your consideration. All applicants have been invited to attend this meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Patricia Barraco Application	Barraco, Patricia.pdf
2.	Jack Wiles Application	Wiles, Jack.pdf
3.	James Richard Application	Richard, James.pdf
4.	Garry "Jay" White Application	White, Garry Jay.pdf
5.	Dennis Young Application	Young, Dennis.pdf
6.	John McClellan Application	McClellan, John.pdf
7.	Sarah Jones Application	Jones, Sarah.pdf
8.	Michael Navarra Application	Navarra, Michael.pdf

Robin Fenwick	Approved - 03/03/2017
Susan Lovallo	Approved - 03/10/2017
Jake Johansson	Approved - 03/10/2017
Robin Fenwick	Final Approval - 03/10/2017



City of Port Orange

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Patricia Barraco on 12/04/2013

Personal Information

Name: Patricia Barraco

Date of Birth: 09/03/1945

Telephone: 386-767-4595

E-mail: g17gc@aol.com

Business Telephone:

Address: 5687 Riverside Dr. Port Orange, Fl. 32127

Are you a registered voter in Port Orange? Yes

City Council District: District 1

How long have you been a resident of Port Orange? 17 Years

Are you currently serving on a City Board? No

If yes, when and which board?

References

Reference 1: Mr. & Mrs. Robert Moore, 5700 Riverside Dr. P.O. 32127
3867677085

Reference 2: Pastor Christopher A. Hoffmann, Our Lady of Hope Church, 386-788-6144

Reference 3: Mr. John Parziale, 1163 Silver Creek Run, PO 32129 386-310-7273

Education

High School: Hastings High School

Date Graduated High School: 05//1964

College:

Date Graduated College: //

Degree:

Work Experience

1966-1989 Delivery Room Technician, St. John's Hospital, Yonkers, NY Office Manager for Obstetrics and gynaecology Office, Dr. Anthony Barraco, 1978- 1993

Interests/Activities

Photography, Kayaking, fishing, enjoying activities with our 14 grandchildren.

Community Involvement

Served on the Port Orange City Centennial Committee for 2013 On the Board of the Council of Catholic Women, Our Lady of Hope Catholic Church, Port Orange, FL On the Board for Port Orange Camera Club, 2nd Vice President, Treasurer and Banquet Committee, Organizing events and team building for Port Orange Camera Club. Served as a Mentor for Family Renew in Daytona Beach

Why do you desire to serve on these boards?

I would like the opportunity to serve on the City of Port Orange Parks and Recreation Board and be involved with organizing events and serving the public of Port Orange. I enjoyed working and meeting people while serving on the Port Orange Centennial Committee and would like to continue being involved with City activities.

Resume/Additional Information

Selected Boards/Commissions

Parks and Recreation Board

Order of Preference

Signature:

Patricia Barraco

Date:

12/04/2013

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATION

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☒ Library Advisory Board
☐ Construction Regulation Board *	☒ Parks and Recreation Board
☐ Code Enforcement Board *	☐ Planning Commission *
☐ Charter Review Board	☐ Pension Boards *
☐ Civil Service Board	☒ General Employees
☐ Districting Commission *	☐ Police
☐ Golf Course Advisory Board	☐ Fire

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW".

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Jack D. Wiles Date of Birth 11-22-54

Address 5885 Riverside Drive

Home Telephone 386-761-0299

Business Telephone 386-258-2551

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 18 yrs.

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board Parks & Rec. Advisory Board

2. REFERENCES - Please list three references (business and/or personal).

Tom Bledsoe - 281 Packwood Dr., Edgewater, FL 32141

Name, address and telephone number

Chris Augat - 782 N. Beach St., O.B., FL 32174 - 386-322-3411

Name, address and telephone number

Chuck Moore - 691 Ferncliff Dr., P.O., FL 323-1904

Name, address and telephone number

3. EDUCATION

High School Mainland SR. HS. Date Graduated 73College DBCC Date Graduated 78 Degree AA

4. WORK EXPERIENCE

Banking - 23 YRS

5. INTERESTS/ACTIVITIES

Family Coaching Fastpitch Softball
Fishing
Church

6. COMMUNITY INVOLVEMENT

Past President of Port Orange Rotary
Member of ECHO Board
Daytona Rotary Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARD(S)?

I have been involved with the Port Orange Rec.
Dept. for over 12 yrs and coached in every sport.
I have served as Chairman of the Parks & Rec. Adv. Board for
the past 4 years and enjoy be a part of the solution to issues
in our growing City. Also I enjoy working with the City employees.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature [Signature]Date 2-5-03

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office, 756-5212.

Return this form to the Deputy City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32119.

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☒ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name James H Richard Jr, RN Date of Birth 03-26-73

Address 5740 Stewart Av Port Orange, FL

Home Telephone 386 852-3724

E-Mail Address selahliving@gmail.com

Business Telephone 386-852-3724

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District District 3

How long have you been a resident of Port Orange? 28 yrs

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? N/A

2. **REFERENCES** – Please list three references (business and/or personal)

Jim Richard Sr. 1027 Tomkins Dr PO 386-852-3725

Name, address, and telephone number

Tracy Riehm 4668 Halifax Dr. Port Orange 32127

Name, address, and telephone number

Don Burnett 386-295-5760

Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek High School Date Graduated 1992

College DBCC, UCF Date Graduated 2002 Degree BS- Business
ADN-Registered Nurse

4. **WORK EXPERIENCE** I have been an RN at Halifax Hospital for the 12 years. I worked in ICU/Trauma for 8

years before moving to the Hospice Care Center in Port Orange. I served as a manager at Hospice for a year, which inspired my wife and I to start our own assisted living facility in Port Orange. I now work part-time for Hospice and own and operate our 6 bed assisted living facility.

5. **INTERESTS/ACTIVITIES** I enjoy out door activities such as biking and exercising on the beach.

My wife and I like to support local businesses and restaurants, often going out to support them. We also enjoy participating in community and church activities i.e. PO Family Days and the Spring Festival. We are huge political junkies and follow both local and national politics. We enjoy traveling and spending time with our family members

6. **COMMUNITY INVOLVEMENT** I was one of the chore nurses that opened up the Port Orange Hospital

I support several community charitable organizations having participated in the Hospice 5K several years in a row now. My wife and I support the local chapter of the Tears Foundation. We help with the fund raising and the annual walk held at the PO city center. Over the years, we have worked with various community sports programs, such as PAI S, as our son participated. We are actively involved church members, and do various community building activities through our church. We believe strongly in the political process, especially locally. We supported several local politicians in there bid for office, including our Major Don Burnette. We are active member of the Tiger Bay political club. We believe local businesses are the key to community growth. We choose to dine and shop from small businesses like Mel's Diner and 95 and Vine whenever possible.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

My dad taught me the importance of community service. He himself has serviced as a Port Orange Police VIP for 25 plus years. Since politics and local government is a great interest of mine, I believe that is a way I can get involved and serve my community. Now that I own my own business, I have the time to dedicate to serving my community.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

James H. Richard Jr. RN

Signature

1/18/16

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

JAMES H. RICHARD JR. RN

5740 Stewart Ave, Port Orange, Florida 32127 (386) 852-3724 E-mail: selahliving@gmail.com

PROFILE

- Focused, detail-oriented individual who enjoys challenges and strives to maintain excellence.
- Problem solver—Skilled in troubleshooting and making decisions for corrective action.
- Experienced in working with patients to identify their individual needs and expectations. Effective in resolving patient/family issues to mutual satisfaction.
- Flexible; able to function well in a constantly changing environment.
- People oriented; well developed communication and interpersonal skills, having dealt with a wide variety of professionals, patients, and staff members.
- Cooperative team player; equally effective working independently.
- Ability to work under pressure in a fast-paced environment and manage multiple tasks.
- Strengths: complete head to toe assessments, the management of the labor patient, patient/family education, safety and infection control, transfer/discharge patients, code response, regulatory compliance, and advanced procedures

OBJECTIVE

To continue to build a career in nursing or a related healthcare field to provide nursing services, education, and community relations To establish a proven record of nursing with clinical and surgical expertise developed through a specialized nursing setting. To continue to experience acute and outpatient settings with solid care management, patient/family education, and skills transferable to any medical/nursing setting.

EDUCATION

Associates Degree in Nursing RN, May 2005
Daytona Beach Community College, Daytona Beach, Florida

Bachelor of Science in Business Administration, May 2002
University of Central Florida, Orlando, Florida

Associates Degree in Business Administration, May 1999
Daytona Beach Community College, Daytona Beach, Florida

Certifications/Licenses: Registered Nurse - State of Florida active since 6/2005
■ ACLS Certified - American Heart Association
■ BLS Certified - American Heart Association
■ TNCC Certified - American Heart Association

WORK HISTORY

2/2004-Present

Registered Nurse

Halifax Health Medical Center/ ICU, Trauma, Hospice, Daytona Beach, Florida

- Working 12-hour shifts, provide comprehensive care on two patient ratio from admittance through discharge. Involved with nurse/family /physician communication and patient/family education
- Demonstrated clinical proficiency in areas including but not limited to: care of both the low and high risk patient, rapid assessment and treatment of the triage patient, IV insertion, IV medication titration/administration, blood transfusions, lab value interpretation

5/2015-Present

Owner/Administrator

Selah Living LLC Daytona Beach, Florida

- Utilize advanced nursing skills as a patient advocate, work with patients, their physicians, and families in coordinating necessary care and services. Serve as a liaison between the patient, the health care providers and the health plan while facilitating coordination of care and communication among the health care providers and the patient.
- Coordinate the care and management of 6 full time residents 24-hours a day. Management of 8 employees, their duties, their schedules, payroll, and training. Coordinate and prepare for state inspections and compliance.

COMPUTER SKILLS

Microsoft Office (Word, Excel, PowerPoint), Windows, Meditech, Pages, Numbers, Quickbooks

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☒ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☒ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Garry "Jay" White Date of Birth 09 Jan 80

Address 902 Smokerise Blvd Smokerise

Home Telephone 321-427-3791

E-Mail Address garry.whitejr@yahoo.com

Business Telephone _____

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 3

How long have you been a resident of Port Orange? ~ 3 years

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? _____

2. **REFERENCES** – Please list three references (business and/or personal)

Lind White, Same 321-213-5539

Name, address, and telephone number

Danny Parrish 386-679-8989

Name, address, and telephone number

David Taylor 386-341-3613

Name, address, and telephone number

3. **EDUCATION**

High School _____ Date Graduated _____

College Tru / ERAU Date Graduated 13/16 Degree BS/MS

4. **WORK EXPERIENCE**

2000-Pres U.S. Army (Active-Duty) currently teaching
@ ERAU.

5. **INTERESTS/ACTIVITIES**

Spending time w/ my family to
make up for time missed during 5x deployments.

6. **COMMUNITY INVOLVEMENT**

Coached for PO 1x basketball,
2x baseball and 2x Soccer seasons.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

To improve the quality of life in PO.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]

Signature

31 Jul 16

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

- | | | | |
|----------|--------------------------------|----------|----------------------------------|
| <u>3</u> | Environmental Advisory Board | _____ | Library Advisory Board |
| <u>2</u> | Construction Regulation Board* | <u>1</u> | Parks and Recreation Board |
| _____ | Code Enforcement Board* | _____ | Planning Commission* |
| _____ | Charter Review Board | _____ | City Manager Selection Committee |
| _____ | Civil Service Board | | |
| _____ | Districting Commission | | |
- CRA Boards**

- _____ Eastport Community Redevelopment Agency*
- _____ Town Center Community Redevelopment Agency*
- Pension Boards**
- _____ General Employees*
- _____ Police*
- _____ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name Dennis Young Date of Birth 05/01/1949

Address 6662 Mennyvale Lane Port Orange, FL 32128

Home Telephone (386) 304-5015

E-Mail Address dp.young@att.net

Business Telephone _____

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District District #4

How long have you been a resident of Port Orange? 8 years

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? _____

2. **REFERENCES** – Please list three references (business and/or personal)

Allen Green (Mayor) P.O. Drawer 290126 P.O. (386) 322-9242 (Business/Personal)
Name, address, and telephone number

Steve Messenger 3741 S. Nova Rd. P.O. (386) 761-9377 (Personal)
Name, address, and telephone number

Alexis Lenssen 444 Seabreeze Blvd D.R. (386) 506-4902 (Business)
Name, address

3. **EDUCATION**

High School Richmond Senior H.S. Date Graduated 1968

College Ball State University Date Graduated 1972 Degree B.S.

4. **WORK EXPERIENCE**

Hospitality ; Property Management ;
Human Resources ; Educator ; Developer

5. **INTERESTS/ACTIVITIES**

Youth Sports ; Cycling Jogging ;
Physical Fitness ; Scale Modeling ; Woodworking

6. **COMMUNITY INVOLVEMENT**

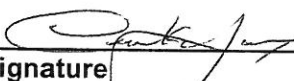
HOA Board Member ; Coaching
Youth Sports, New Development zoning

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

With my extensive years of experience in management, human resources,
planning & development, construction and safety awareness ; I
would offer my services in assisting in the continuous growth and
improvement to the "Great City of Port Orange."

8. **A resume or separate sheet with additional information may be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

10/26/2012
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, Deputy City Clerk,
1000 City Center Circle, Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board
☐ Construction Regulation Board*
☐ Code Enforcement Board*
☐ Charter Review Board
☐ Civil Service Board
☐ Districting Commission

☐ Library Advisory Board
☒ ~~Parks and Recreation Board~~
☐ Planning Commission*
☐ City Manager Selection Committee
☐ Audit & Budget Advisory Board
☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John McClellan Date of Birth 29 Feb 1964
Address 995 Mori Ct., Port Orange, FL 32127
Home Telephone (386) 256-2160
E-Mail Address johnmc82@cf1.vr.com
Business Telephone C (781) 686-0660
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 3
How long have you been a resident of Port Orange? Since Sep 2014
Are you currently serving on a City Board? NO
Have you ever served on a City Board? NO
If yes, when and which Board? N/A

2. **REFERENCES** – Please list three references (business and/or personal)

(B) Joe Moore, City Manager - Fond Du Lac, WI, 920-322-3430 (Army colleague.)
Name, address, and telephone number

(P) Bill Texeira, 220 East Hornbeam Rd. Longwood, FL
Name, address, and telephone number 407-718-7921

(P) Alan & Elaine Brayton, 3033 Oak Hammock Dr. Port Orange, FL
Name, address, and telephone number 386-760-1410

3. **EDUCATION**

High School Sewanhaka, NY Date Graduated 1982

College R.P.I. Date Graduated 1986 Degree B.S. - Biology Sciences
SUNY Brockport 1998 M.P.A.

4. **WORK EXPERIENCE**

See attached resume', and -
currently working part-time @ Daytona Convention Ctr (AUE Staffing)

5. **INTERESTS/ACTIVITIES**

Walking / Hiking; Veterans' Issues;
Swimming; Movies

6. **COMMUNITY INVOLVEMENT**

I am the Post Adjutant at VFW
#3282 and volunteer there. I am also President of the
Happy Wanderers Walking Club here in Port Orange.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

To participate / support my Community.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

23 Jan 2016
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

John C. McClellan Jr.
995 Mori Ct.
Port Orange, FL 32127

Email: johnmc82@cfl.rr.com

Cell phone: (781) 686-0660

Executive Summary. An engineering leader with a Masters degree in Public Administration and 28 years of executive experience including as a Director of Engineering, Director of Public Works, Director of Training, and multiple tours as Commander (CEO) or Executive Officer (Staff Director) in the United States military. A highly focused, adaptive, and strategic thinker with proven record for achieving results. Possesses written, oral and diplomatic communications skills honed under high-pressure operational conditions in complex settings. Currently hold a government security clearance and US passport. Computer and social media savvy.

Relevant Accomplishments and Experiences.

- 15+ years of senior leadership experience as a Director or Staff Principal, Commander or Deputy; a disciplined follower as well as leader.
- Has led and managed large civilian workforces at least twice previously
- Extensive experience in Master Planning and Community Development, particularly as Director of Engineering (2011-14) and Director of Public Works (1999-00)
- Interagency experience in Economic Development with Departments of State, Agriculture, Justice and the US Agency for International Development in Iraq (2010-11)
- Trained in emergency management and FEMA disaster response processes
- Trained in environmental regulations, assessments and studies under the National Environmental Protection Act (NEPA)

Education:

- *Master of Public Administration* (Information Systems), SUNY College at Brockport
- *B.S. Building Sciences* (School of Architecture), Rensselaer Polytechnic Institute
- Command & General Staff College, United States Army (Strategy, Planning & Leadership)

Work History:

1986-2014: United States Army -- Corps of Engineers, from Second Lieutenant to Colonel
Promoted 5 times, with more than 20 awards or decorations for achievement/service

- Director of Engineering, US Army Pacific, Fort Shafter, Hawaii (Aug, 2011- July, 2014)
Led Army engineer staff operations in support of US Pacific Command, including construction requirements programming in excess of \$3 billion dollars across Alaska, Hawaii, Japan, Korea, Guam and Kwajalein. Supervised environmental programs and good stewardship under NEPA. Regular interaction with the US Army Corps of Engineers. Extensive planning support to Humanitarian Assistance / Disaster Relief at home and internationally.
- Stability Transition Team, Provincial Reconstruction Team, Salah Ad Din, Iraq (2010-11)
Senior military advisor to the PRT, linking military and civilian efforts in a whole-of-government approach. Worked directly with the US State Department, USAID and other inter-agency partners in an austere, hostile environment. Provided analysis and recommendations to address Drivers of Instability (DOI) – including economic development; restoration of

essential services and piloted vocational training programs for former Sons of Iraq. Provided focused emergency management after a major insurgent attack on the Baiji Oil Refinery.

- Director of Training, US Army Maneuver Spt Ctr & Ft. Leonard Wood, MO. (2008-2010)
Managed \$9.2 million dollar budget annually. Supervised 8 divisions and led a mostly civilian workforce of 150+ supporting 3 Army schools (Engineer, Chemical, Military Police), the Non-commissioned Officer's Academy and the International Student Detachment.
- Professor of Military Science, Northeastern University, Boston, MA. (2006-08)
Academic Chairman and military Commander for 14 instructors/staff and 100+ Cadets. Led a Top 5 - rated program for the Northeast area. Managed a multi-million dollar scholarship program and negotiated University incentives with Vice-Provost. Routinely updated University President, staff and alumni on program performance. Personally cited for excellence in leadership by the Governor and State Senate of Massachusetts.
- CEO (Battalion Commander), 1-361st Engineers (2004-06) and Staff Director (Executive Officer), 2d Brigade, 91st Division (Training Support); (2003-04)
Led 150-250 Soldiers and officers. Supervised hiring and performance of hundreds of civilian as indigenous role-players in training scenarios. Developed training programs and facilities construction supporting mobilization of thousands of Army Reserve and National Guard Soldiers. Assembled and mentored new teams of advisors for Iraqi and Afghan militaries.
- COO (Battalion Operations Officer), 9th Engineers (2000-01); Contingency Operations Officer, and Chief of Operations, 18th Engineer Brigade (2001-2003)
Planned operations and training for large organizations up to 500; assessed current activities and implemented changes to optimize processes. Authored/edited 2d edition of contingency construction handbook for the Balkans and oversaw major basecamp planning and contingency construction in Bosnia, Kosovo, Macedonia and Turkey.
- Director of Public Works, 280th Base Support Battalion, Schweinfurt, Germany (1999-00)
Managed \$95 million budget, including \$51M in construction. Led 180+ civilian employees. Supervised all engineering and housing in a Military Community of 10,000 people, with 8 installations, 1,050 buildings and 2,647 housing units; a railhead, airfield, and training areas covering 50,000 acres. Supervised the Fire Department and oversaw fire & safety inspections.

Professional Skills:

- Planning, organizing, directing, and coordinating activities of a staff
- Critical thinking and analysis; problem solving and policy development
- Project management, especially in construction
- Balancing competing priorities; budgeting and managing resources
- Personnel administration, including: performance counseling, evaluations and handling confidential information and situations with discretion
- Work effectively under pressure and manage stress in a complex, dynamic atmosphere

References provided upon request.

johnmc82@cfl.rr.com

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

10/20/15
appt'd

Submitted by Sarah Jones on 09/13/2015

Personal Information

Name: Sarah Jones
Date of Birth: 09/19/1943
Telephone: 386-760-2177
E-mail: sarahjanejones@mac.com
Business Telephone: 386-290-2653 (Cell)
Address: 44 Woodfield Dr, Port Orange, FL 32129
Are you a registered voter in Port Orange? Yes
City Council District: 2
How long have you been a resident of Port Orange? 20 years
Are you currently serving on a City Board? No
If yes, when and which board?

csealocal952@
bellsouth.net

References

Reference 1: Drew Bastian, Port Orange City Hall, 1000 City Center Circle, Port Orange, FL 32129; 386-506-5524
Reference 2: Stacy Stepanovich, VTO Building, 1381 Educators Rd, Daytona Beach, FL 32114; 386-235-5751
Reference 3: Toni Strange, 1945 Avocado Dr, Port Orange, FL 32128; 386-290-8115

Education

High School: Onondaga Valley Academy, Syracuse, NY
Date Graduated High School: 06/27/1961
College: Smith College, Northampton, MA
Date Graduated College: 05/10/1965
Degree: B.A.

Work Experience

cook-housekeeper, mail handler, college teaching assistant, public health chemist, labor union elected officer

Interests/Activities

Government with an emphasis on working women & men; Athletics with an emphasis on spinning and swimming; Travel with an emphasis on the unusual; Reading with an emphasis on history and science

Community Involvement

President CSEA/AFSCME N FL Retiree Local 952 representing CSEA Retirees (They worked for government in NYS.) who are now residents of the northern half of FL; Member Volusia/Flagler AFL-CIO Executive Board; Volusia Democratic Women's Club Secretary; Volusia Northeast Democratic Club Board

Why do you desire to serve on these boards?

I want to become more active in my city. CRA's - I am interested in CRA's because I know that they are intended to divert any increases in an area's taxes to that area exclusively to encourage development of that area and that this can be very important to not just that area, but the city and county. I hope to learn more about CRA's (the good and the bad) by serving on one of these Boards. And, I believe the Board would benefit from my experience in labor and politics. Civil Service - I spent most of my working career as a government employee covered by the regulations of civil service. I have an understanding of this employment system and would be able to contribute to the Board. Charter Review - I have participated in writing Charters/ ByLaws for several organizations and would be able to contribute to the Board.

Resume/Additional Information

Selected Boards/Commissions

Charter Review Board
Civil Service Board
Eastport Community Redevelopment Agency
Town Center Community Redevelopment Agency

Order of Preference

Town Center CRA, Eastport CRA, Civil Service, Charter Review

Signature:

Sarah Soule Jones

Date:

09/13/2015

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Michael Navarra
Date: Monday, March 06, 2017 3:12:13 PM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Michael Navarra on 03/06/2017

Personal Information

Name:	Michael Navarra
Date of Birth:	09/11/1971
Telephone:	3865660654
E-mail:	Navarraconstruction@yahoo.com
Business Telephone:	
Address:	6310 Palmas Bay circle Port Orange FL 32127
Are you a registered voter in Port Orange?	Yes
City Council District:	4
How long have you been a resident of Port Orange?	20 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Don Burnette Port Orange 386 295 5760
Reference 2:	Tom Strickland 3636 Sunset Cove Drive Port Orange 386 341 5118
Reference 3:	Edward Donnini 6309 Palmas Bay Cir Port Orange 386 846 6007

Education

High School:	Sea breeze
---------------------	------------

Date Graduated High School:

06/01/1990

College:

Daytona State College

Date Graduated College:

06/01/2005

Degree:

Associates

Work Experience

20 years contractor and building inspector

Interests / Activities

Youth Sports, Recreation

Community Involvement

Coached recreational youth sports for 10 years. Led community involvement to help build Lemerand Field Coached travel baseball for 5years President of Port Orange Baseball Club

Why do you desire to serve on these boards?

To help with youth sports in our community. The longer we keep our youth in sports the better they are prepared for life. Sports teach teamwork, responsibility, leadership and discipline.

Resume / Additional Information

Selected Boards / Commissions

Parks and Recreation Board

Order of Preference

Signature:

Michael Navarra

Date:

03/06/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (E17) Golf Advisory Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Appoint three (3) members to the Golf Advisory Board.

SUMMARY: The Golf Advisory Board has one vacancy and two positions that are up for reappointment. John Cameron and Dennis Flesch are interested in remaining on the board. Please select three (3) members to serve on this board from the list below.

John Cameron
Dennis Flesch
William Roy
William Schieder

All applications are attached, in no particular order, for your consideration. All applicants have been invited to attend this meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	John Cameron Application	Cameron, John.pdf
2.	Dennis Flesch Application	Flesch, Dennis.pdf
3.	William Roy Application	Roy, William.pdf
4.	William Schieder Application	Schieder, William.pdf

Robin Fenwick
Robin Fenwick
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 03/03/2017
Approved - 03/03/2017
Approved - 03/10/2017
Approved - 03/10/2017
Final Approval - 03/10/2017

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

- | | |
|---|---|
| ☐ Environmental Advisory Board | ☐ Library Advisory Board |
| ☐ Construction Regulation Board* | ☐ Parks and Recreation Board |
| ☐ Code Enforcement Board* | ☐ Planning Commission* |
| ☐ Charter Review Board | ☐ City Manager Selection Committee |
| ☐ Civil Service Board | ☐ Audit & Budget Advisory Board |
| ☐ Districting Commission | ☐ Youth Advisory Board |
| ☒ Golf Advisory Board | |

CRA Boards

- ☐ Eastport Community Redevelopment Agency*
- ☐ Town Center Community Redevelopment Agency*

Pension Boards

- ☐ General Employees*
- ☐ Police*
- ☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John R. Cameron, Jr. Date of Birth 2/25/59

Address 1873 Chorpash Lane Port Orange FL 32128

Home Telephone 386-322-5322

E-Mail Address sjj821@bellsouth.net

Business Telephone 386-671-8268

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 3

How long have you been a resident of Port Orange? 12 Years

Are you currently serving on a City Board? Port Orange Park & Rec Board – 10 years

Have you ever served on a City Board? _____

SCANNED

If yes, when and which Board?

2. **REFERENCES** – Please list three references (business and/or personal)

Barbara Cameron 3522 b Forrest Branch Dr. Port Orange FL 32129 – 761-9926
Name, address, and telephone number

Theresa Dearduff 983 Waterford Point Port Orange FL 32127 – 760-4500
Name, address, and telephone number

Suzette Cameron 1873 Chorpash Lane Port Orange FL 32128 – 322-5322
Name, address, and telephone number

3. **EDUCATION**

High School _____ Date Graduated _____

College West Ct. State University Date Graduated 1986 Degree BA Psychology

4. **WORK EXPERIENCE** 25 + years working in the golf industry in various capacities

Director of Golf at the Daytona Beach Golf Club for 16 years. 20 years as a member of
The Professional Golfers Association of America.

5. **INTERESTS/ACTIVITIES** Family, Work, Golf, Reading & Recreation

Youth Golf , Playing tournament golf, traveling to play new and interesting golf courses

6. **COMMUNITY INVOLVEMENT** Chairman of my churches golf tournament

Secretary of the Daytona Beach Junior Golf Association.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

To assist the Residents and the City of Port Orange in providing the best possible
Golf experience at the Golf Club at Cypress Head.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

___ Environmental Advisory Board
___ Construction Regulation Board*
___ Code Enforcement Board*
___ Charter Review Board
___ Civil Service Board
___ Districting Commission

___ Library Advisory Board
___ Parks and Recreation Board
___ Planning Commission*
___ City Manager Selection Committee
___ Audit & Budget Advisory Board
___ Youth Advisory Board

✓ GOLF Advisory Board

CRA Boards

___ Eastport Community Redevelopment Agency*
___ Town Center Community Redevelopment Agency*

Pension Boards

___ General Employees*
___ Police*
___ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name DENNIS J. Flesch Date of Birth 02/02/1949
Address 1179 SIESTA KEY Circle, PORT ORANGE, 32128
Home Telephone 386 788 1316
E-Mail Address dflesch49@Bellsouth.NET
Business Telephone 386 756 5449
Are you a registered voter in Port Orange? ✓ Yes No
City Council District 4
How long have you been a resident of Port Orange? 36 years
Are you currently serving on a City Board? NO
Have you ever served on a City Board? NO
If yes, when and which Board? _____

SCANNED

2. **REFERENCES** – Please list three references (business and/or personal)

ART MOEWERY, 125 FLAMINGO DR. EDGEWATER, FL 386 295 3778
Name, address, and telephone number

LANCE GREEN, 6469 LONG LAKE DR., PORT ORANGE, FL 386 527 2656
Name, address, and telephone number

SUZETTE CAMERON, 1873 CHOCOLASH DR., PORT ORANGE, FL 386 795 2897
Name, address, and telephone number

3. **EDUCATION**

High School HOLY CROSS Date Graduated 1967
College SOME COURSES Date Graduated _____ Degree _____

4. **WORK EXPERIENCE**

RETIRED FROM BELL SOUTH AFTER 35 YEARS
I AM EMPLOYED BY KEMPER SPORT. I WOULD STEP
ASIDE IF THAT IS AN ISSUE. I AM ONLY PART TIME

5. **INTERESTS/ACTIVITIES**

CURRENT EVENTS, READING,
GOLF, WALKING, HELPING NEIGHBORS

6. **COMMUNITY INVOLVEMENT**

VOLUNTEER AT MY CHURCH (OUR LADY OF HOPE)

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I WOULD LIKE TO BE ABLE TO KEEP COURSE
A PLACE WHERE CUSTOMERS WANT TO RETURN

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Dennis J. Flesch
Signature

MARCH 30, 2016
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

Gosnell, Fran

From: Fenwick, Robin
Sent: Monday, January 25, 2016 2:38 PM
To: Gosnell, Fran
Subject: FW: Volunteer Application - William Roy

ROBIN L. FENWICK, CMC

City Clerk
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5563
FAX: 386-756-5290
EMAIL: rfenwick@port-orange.org
WEBSITE: www.port-orange.org



From: donotreply@port-orange.org [mailto:donotreply@port-orange.org]
Sent: Monday, January 25, 2016 12:45 PM
To: Fenwick, Robin <rfenwick@port-orange.org>
Subject: Volunteer Application - William Roy



City of Port Orange

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by William Roy on 01/25/2016

Personal Information

Name: William Roy
Date of Birth: 10/29/1946

Telephone: 386 675 4778
E-mail: mrbroy@gmail.com
Business Telephone: 386 589 4110
Address: 6471 Cypress Springs Pkwy, Port Orange, 32128
Are you a registered voter in Port Orange? Yes
City Council District: District 4
How long have you been a resident of Port Orange? 12 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Sherri and Steve Wronski - Driftwood Florist 5889 S. Williamson Blvd, Port Orange 386 492 - 7810
Reference 2: Joseph Veracka - Renaissance Dr, Port Orange 386 788 - 1059
Reference 3: Leon Viola - 6473 Cypress Springs Pkwy, Port Orange 386 322 - 3521

Education

High School: Lynbrook High School
Date Graduated High School: 06/20/1965
College: Nassau College
Date Graduated College: 12/14/1975
Degree: Business Management

Work Experience

Worked for a Major Airline for 39 years. Managed large groups of employees, with multi-Million dollar budgets. Retired in a senior executive position having managed the worldwide operation center. Formed a management consulting firm in 2007 and provided management consultation both domestic and international clients in the airline and travel industry. Currently a volunteer with SCORE (Senior Core of retired Executives) mentoring new business startups as well as existing businesses in Volusia County. Held V.P. Client Services position with SCORE.

Interests/Activities

golf, volunteer services as mentioned above. Drone activities. Traveling around the world.

Community Involvement

Involved as mentioned above with SCORE helping small business clients in both Port Orange and Volusia County. Have mentored numerous clients in Port Orange over the past seven years. Managed our workshop program for 5 years. This program provides FREE business seminars across Volusia and Flagler Counties.

Why do you desire to serve on these boards?

I believe I can bring a business acumen and objective leadership to the advisory board. Advise the city in making decisions necessary for the best interest of the city, community and golf course participants.

Resume/Additional Information

Selected Boards/Commissions

Parks and Recreation Board

Order of Preference

Golf Course Advisory Board. It was necessary to check Parks and Recreation in order to be able to submit this application. It wouldn't let me submit without checking one of the boards above.

Signature: William A. Roy

Date: 01/25/2016

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS
VOLUNTEER APPLICATIONS



Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

- | | |
|--|---|
| ☐ Environmental Advisory Board | ☐ Library Advisory Board |
| ☐ Construction Regulation Board* | ☐ Parks and Recreation Board |
| ☐ Code Enforcement Board* | ☐ Planning Commission* |
| ☐ Charter Review Board | ☐ City Manager Selection Committee |
| ☐ Civil Service Board | ☐ Audit & Budget Advisory Board |
| ☐ Districting Commission | ☐ Youth Advisory Board |
| ☒ Golf Course Advisory Board | |

CRA Boards

- ☐ Eastport Community Redevelopment Agency*
- ☐ Town Center Community Redevelopment Agency*

Pension Boards

- ☐ General Employees*
- ☐ Police*
- ☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name William Schieder Date of Birth 11/3/43

Address 1131 Key Largo Circle, Port Orange, Fl. 32128

Home Telephone 386-760-6219

E-Mail Address eugesh@cfl.rr.com

Business Telephone N/A

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 4

How long have you been a resident of Port Orange? 15 yrs

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? _____

SCANNED

2. **REFERENCES** – Please list three references (business and/or personal)

Bill Schell 6262 St. Thomas Ct. Port Orange, FL 32128 386-756-6047

Name, address, and telephone number

Bob Duquette 6231 Palm Vista St. Port Orange, FL 32128 386-756-5449

Name, address, and telephone number

Tony Delmonte 1134 Key Largo Circle Port Orange, FL 32128 386-760-1719

Name, address, and telephone number

3. **EDUCATION**

High School Stranahan H.S.-- Ft. Laud. FL Date Graduated 1961

College Barry University-Miami, FL Date Graduated 1976 Degree BS

4. **WORK EXPERIENCE** FAA--ATC field for 37 years.

USAF--4 years ATC field

5. **INTERESTS/ACTIVITIES** Golf, travel and gardening

6. **COMMUNITY INVOLVEMENT** Member of Our Lady of Hope Church Choir.

Member of the Outreach Program to help the homeless. Member of the

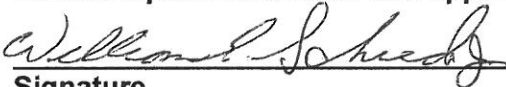
executive board of Cypress Head MGA.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

As a resident of Cypress Head community and an active golfer, I feel I would
be an asset to the needs of the golf course management.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

3/8/16
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

WILLIAM E. SCHIEDER. JR.

1131 Key Largo Circle

Port Orange, Fla.

(386) 760-6219

email: eugesh@cfl.rr.com

FORMAL EDUCATION:

1976 **Bachelor of Science in Professional Liberal Studies, Barry University, Miami, FL**

FEDERAL AVIATION ADMINISTRATION TRAINING:

1996 **Traffic Management Coordinator Training, FAA Academy, Oklahoma City, OK**
1993 **Managing Projects and Deadlines, Rockhurst College, Miami, FL**
1989 **Cadre Training for Traffic Management Specialist, FAA Academy, Oklahoma City, OK**
1985 **Labor Management Relations Course, Management Training School, Palm Bay, FL**
1977 **Supervisor Initial Course, Management Training School, Lawton, OK**
1976 **Facility Instructor Course, FAA Academy, Oklahoma City, OK**
1970 **Basic Air Traffic Control School, FAA Academy, Oklahoma City, OK**

SUMMARY OF QUALIFICATIONS:

Thirty-seven years of experience in Enroute Air Traffic Control working every phase of the Enroute Air Traffic Control System. Developed expertise as a support specialist and in multiple levels of management. Experienced in negotiating the new facility telephone system and the new RADAR systems at Patrick Air Force Base and Grand Turk in the Bahamas with civilian engineers, foreign air traffic officials and Air Ways Facilities personnel. Skilled in the use of air traffic programs and analysis.

PROFESSIONAL EXPERIENCE:

Miami Air Route Traffic Control Center
Miami, Florida

Traffic Management Supervisor

1988 to 1989 and 1996 to January 2001. Retired January 3, 2001.

Pre-duty familiarization existing and forecasted weather, expected restrictions, equipment outages, altitude reservations and special use airspace that may impact operations.

Insuring proper unit staffing.

Briefing Operations Manager and Area Supervisors on all items that may impact their operations.

Participate in Regional and Air Traffic Control System Command Center telephone conferences to review any existing national restrictions.

Maintain ongoing liaison with surrounding Traffic Management Units to receive an update on their conditions and assist in communicating any and all problems.

Maintain ongoing liaison with Operational Supervisors and Traffic Management Coordinators concerned with current operating conditions.

Supervise and provide all training to Traffic Management Specialist.

(Continued)

Resume of William E. Schieder, Jr. Continued

Area Manager

1989 to 1991 and 1993 to 1996

Area Manager in 3 of the 4 areas of specialization in the Miami Air Route Traffic Control Center. Provided direct supervision to seven Area Supervisors and 70-75 Air Traffic Control Specialists. Responsible for coordinating all training and certification of the Area Supervisors. Developed and implemented new procedures and equipment for the Areas. Coordinated with the Airways Facilities on the implementation on these changes. Worked closely with local union Representatives on all personnel and operational issues impacting the daily operations of the areas. Worked four shifts per week as an Operations Manager in Charge of the control room. Responsible for approving and coordinating all equipment outages and responsible for preliminary investigation and reporting of any operational errors/deviations, pilot errors/deviations, hijackings, bomb threats and the movement of all special aircraft. Provided supervision for all Supervisors, Military Liaison Specialist, Traffic Management Supervisors and Traffic Management Specialists.

Assistant Manager For Plans and Programs

1991 to 1993

Responsible for coordination with Air Ways Facilities all repairs and installation of equipment in the Miami Air Route Traffic Control Center. Liaison with Air Ways Facilities, all Regional, and Foreign air traffic official on the implementation of new RADAR sites, radio frequency sites (RAGS) and Navigational Aids (NAVIDS). Responsible for payroll of all air traffic employees and budgeting for new equipment and supplies. Miami Center experienced significant damage as a result of hurricane Andrew, including losing two major NAVIDS and a RADAR system. Responsible for locating all temporary replacement equipment and coordinating its' implementation in a timely manner. These task were successfully accomplished in a short period of time. Coordinated relief for area hurricane victims of hurricane Andrew by locating trucks and supplies from other Government agencies.

Area Supervisor

1977 to 1988

Provided direct supervision for a team consisting of 7 to 9 Air Traffic Control Specialist that were responsible for providing separation and service to the flying public. Responsible for their training and proficiency and made timely judgmental on the spot corrections. All of these task were performed within the guidelines as stated within the union contract.

Training Instructor and Proficiency Specialist

1975 to 1977

Instructed all new and potential control specialist in all phases of air traffic control. Provided proficiency and remedial training as needed to controllers and taught on the job training techniques to on the job training instructors. As a Proficiency Specialist was responsible for performing facility and area evaluations to assure that these areas were operating within the prescribed FAA guidelines.

Air Traffic Control Specialist

1970 to 1975

Provided prescribed separation, assistance and information to the flying public.

Flight Service Specialist

1968 to 1970

Responsible for issuing weather briefings, NOTAM information and inputting domestic and international flight plans for general aviation and air taxis operation. Took hourly weather observations and disseminated NOTAM and weather information via Teletype.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (F18) One Church Easter Egg Hunt

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: One Church would like to host a Easter egg hunt on April 16, 2017 at the Kenneth Parker Amphitheater. The event is free and open to the public. The church has two requests: 1) permission to use the city logo on advertisements for the event. 2) Waiver of fees for the use of the amphitheater and staff required for the event totaling \$272.00. The group has already paid the deposit of \$100.00 and will provide us insurance for the event.

Attached for your review are the request letter from One Church and the city invoice for the event.

Staff does not recommend approval to the fee waiver as it conflicts with the fee resolution and thus encourages other charity and non- profit applicants to apply for a waiver decreasing revenue for the parks and recreation department. Staff wants council to know that One church has been a volunteer organization for the Parks and Recreation Department for the annual trunk or treat and tree lighting ceremony.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	One Church request letter	One Church Council Request.docx
2.	Invoice	One Church Invoice.pdf

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 02/27/2017
Approved - 02/27/2017
Approved - 02/27/2017
Final Approval - 02/27/2017

Who: One Church Port Orange

What: Port Orange Easter Egg Hunt

Asking For:

1. Permission to Use Port Orange City Logo
2. To waive the remainder of our Amphitheater rental fee \$275

Where: City Center Amphitheater

When: April 16th 2017

Why?

One Church Port Orange is partnering with Chick-Fil-A Port Orange to host an Annual Community Easter Egg Hunt at the City Center Amphitheater.

Our Vision is to create a community event that is safe, fun and welcoming for all parents and kids (0-12yrs) inside the Port Orange area.

Our intention is to invite and build positive community relations with our local First Responders (Police, Firefighters, Sheriff, Paramedics and National Guard).

First Responders will provide candy baskets and awards for kids ages 0-12 years of age; handing them out to chosen winners via raffle and hidden prize eggs.

About the Organizer:

One Church Port Orange has continued to work with Teresa Wiggins, volunteering time and resources (sound system/people) for Port Orange events such as Trunk O Treat and the Christmas Tree Lighting. We have established a great working relationship with Teresa as the event coordinator of Port Orange and hope to continue this for years to come.

Nick Griffin is the Pastor of One Church Port Orange, a small church plant here in Port Orange. He volunteers at a non profit athletic development gym in the area started by him and his wife. He also volunteers his time as a Spruce Creek High School Football Coach.

The organizer of this event grew up in a small town (30,000 people). His father hosted the community Easter egg event for 20 years. Eventually retiring and relinquishing it into the care of the Fire Department.

What We Do Not Want:

The Organizing officiants DO NOT want this event to be some sort of booth marketing event. We will seek sponsorship from local businesses; yet we intend to only have sponsorship banners and signs... Not booths. We will continue to keep the focal point on the community, kids and first responders.



**City of Port Orange Parks &
Recreation Department**

4655 City Center Circle

Phone: (386) 506-5851

Fax: (386) 756-5351

parks.port-orange.org

Facility Rental Invoice

Customer

**One Church
One Church Port Orange
PO Box 342
Daytona Beach, FL 32115**

Invoice #: 4707
Invoice Date: 07/07/2016
Payment Due: 03/31/2017
Permit #: 16-00291
Use Type: Special Event
Description: Easter Egg Hunt

Page 1 of 1

Location: Amphitheater - Amphitheater **Hours:** 6.00

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
04/15/2017	Sat	6:00 AM-12:00 PM	Amphitheater Non-Profit Hourly	6.00	Hours	\$50.00	\$300.00	\$0.00
04/15/2017	Sat	6:00 AM-12:00 PM	Special Event Staff Flat Rate	6.00	Each	\$12.00	\$72.00	\$0.00

Total Hours	6.00
Total Fees	\$372.00
Total Tax	\$0.00
Invoice Total	\$372.00
Amount Paid	\$100.00
Balance Due	\$272.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (I20) Report on Retirement Plans

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: In FY2016 the City's three defined benefit plans covered 260 employees, or approximately 60% of the City's workforce. The attached report summarizes data from the plan's recent actuarial reports.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Pension Plan Data Summary	Pension Plans Detail.pdf
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Tracey Riehm
Tracey Riehm
Alan Rosen
Robin Fenwick

Created/Initiated - 03/16/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

Fire				Police		General Employee	
Plan Name		City of Port Orange Fire and Rescue Pension Fund		City of Port Orange Municipal Police Officers' Retirement Plan		COPO General Employees Defined Benefit Retirement Plan	
Participants (Percentage Active/Total)							
2016	Active	56	50.45%	79	58.52%	125	53.42%
	Total	111		135		234	
2015	Active	53	50.00%	85	61.59%	131	56.22%
	Total	106		138		233	
Assets							
2016		\$24,887,832		\$30,105,688		\$30,631,109	
2015		\$23,201,184		\$28,157,398		\$28,806,017	
Unfunded Actuarial Accr Liab (Percentage of UAAL to Total Assets)							
	2016	\$17,507,703	70.35%	\$14,144,579	46.98%	\$6,623,538	21.62%
	2015	\$15,800,576	68.10%	\$15,573,818	55.31%	\$6,053,731	21.02%
Funded Percentage							
	2016	59.30%		69.12%		81.56%	
	2015	60.50%		65.30%		81.87%	
Assumed Rate of Return							
	2016	7.70%		7.55%		7.33%	(blended rate)
	2015	7.80%		7.65%		7.50%	
Recommended City Contribution-Percentage of Annual Payroll							
	2018	88.9%		64.6%		17.3%	
	2017	85.9%		58.9%		15.5%	
	2016	86.9%		61.7%		15.7%	
	2015	97.2%		63.8%		12.7%	
	2014	122.1%		67.6%		11.6%	
Actual Returns (Rank)							
	2016	9.01%	2	6.01%	3	10.10%	1
	2015	0.98%	2	-0.08%	3	2.20%	1
	2014	8.54%	2	7.55%	3	10.40%	1
	2013	8.63%	3	11.12%	2	15.60%	1
	2012	16.77%	3	17.54%	1	16.86%	2
	2011	-1.19%	2	-0.64%	1	-3.65%	3
	2010	8.84%	1	8.42%	2	6.61%	3
	2009	2.11%	2	8.16%	1	0.60%	3
	2008	-12.77%	3	-12.10%	2	-12.00%	1
	2007	14.07%	1	10.60%	3	12.80%	2
Investment Management Fees							
Trustee	PNC Institutional Asset Mgmt	\$23,140		First State Trust Company		First State Trust Company	
Investment Advisor	SSI Investment	\$20,004		Graystone Consulting		Salem Trust	\$13,685
	Fiduciary Management	\$38,366		Wrap Program all inclusive fee program First State pays Morgan Stanley who pays investment services		Southeastern Advisory Highland Capital Mgmt The Boston Company	\$14,320 \$34,801 \$37,738
Performance Monitoring Serv	BCA Inc Principal Compensation	\$47,205 \$6,864				Integrity Fix Income Mgmt	\$14,800
Total Investment			\$135,579	\$209,970		\$115,344	
Administrative Expenses							
Actuary	Foster & Foster Patrick T. Donlan	\$27,597		Freiman Little Actuaries, LLC Chad M. Little	\$36,300	DGL. David G Leonard	\$29,415
Plan Administrator	Sheila Hutcheson (as of 1/1/17-Julie Enright)	\$21,600		Karan Rounsavall	\$31,200	Mei Fang - Benefits USA	\$32,500
Attorney	Christiansen & Dehner PA	\$18,008		Sugarman & Susskind	\$27,000	James B Loper	\$5,596
Auditors				James Moore CPA	\$10,000	James Moore CPA	\$15,000
Investment Advisor Fee						Southeastern Advisory	\$4,752
Insurance	JW Edens & Co	\$3,990		United Members Insurance	\$4,706		
Miscellaneous	Education & Postage	\$1,430		Education & Dues	\$7,563	FPPTA Fees & Postage	\$3,192
Total Administrative			\$72,625	\$116,769		\$90,455	



Freiman Little Actuaries, LLC
4105 Savannahs Trail
Merritt Island, FL 32953

(321) 453-6542 office
(321) 453-6998 facsimile

City of Port Orange

Police Pension Fund

Actuarial Valuation as of October 1, 2016



February 13, 2017

REPORT TO DETERMINE MINIMUM FUNDING REQUIREMENTS
FOR THE PLAN AND FISCAL YEAR
ENDING SEPTEMBER 30, 2018



February 13, 2017

Board of Trustees
City of Port Orange Police Pension Fund
Port Orange, Florida

RE: Actuarial Valuation as of October 1, 2016

Dear Board Members:

We are pleased to present the actuarial valuation as of October 1, 2016 for the City of Port Orange Police Pension Fund (the Plan). This report provides a review of the current funded status of the Plan, establishes the minimum funding requirements for the fiscal year ending September 30, 2018 and provides an analysis of experience since the last valuation. In addition to providing the summary and derivation of actuarial findings, this report describes the data, assumptions, and methods used to create these results.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Statement by Enrolled Actuary:

"This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation."

We look forward to the presentation of these results to you in person and we are always available to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little".

Chad M. Little, ASA, EA
Partner, Consulting Actuary
Enrollment Number 14-6619

A handwritten signature in black ink, appearing to read "Paula C. Freiman".

Paula C. Freiman, ASA, EA
Partner, Consulting Actuary
Enrollment Number 14-5796

Table of Contents

Board Summary	1
Summary of Principal Valuation Results	1
Summary of Significant Events	2
Results Derivation	5
Financial Information	5
Present Value of Benefits	10
Accrued Liability	11
Normal Cost – Entry Age Normal	12
Unfunded Accrued Liability	13
Minimum Funding Requirements.....	16
Reconciliation of Unfunded Accrued Liability	17
Reconciliation of City Minimum Required Contribution	18
Accounting Information.....	19
Information Required by GASB 67/68.....	19
Statement of Accumulated Plan Benefits (FASB 35)	20
Other Disclosures Required by the State of Florida	20
Required Disclosure Under F.S. 112.664(1).....	21
Required Disclosure Under F.S. 112.664(2)(b)2.	22
Supplementary Information	23
Summary of Participant Data	23
Outline of Plan Provisions	27
Description of Assumptions and Methods.....	31
Glossary of Actuarial Terms.....	33

Section

1

Board Summary

This report presents the results of the October 1, 2016 actuarial valuation of the City of Port Orange Police Pension Fund (the Plan).

Summary of Principal Valuation Results

A summary of the key valuation findings as of October 1, 2016 are compared with the results of the prior valuation below.

Fiscal Year Ending September 30,	2017	2018
Total Minimum Funding Requirement (City plus State)	\$3,214,965	\$3,197,607
As a Percent of Payroll	66.03%	73.10%
Estimated State Contribution	\$345,822	\$373,343
As a Percent of Payroll	7.10%	8.53%
Estimated Minimum Required City Contribution	\$2,869,143	\$2,824,264
As a Percent of Payroll	58.93%	64.57%
Valuation Date October 1,	2015	2016
Accrued Liability (AL)	\$44,875,797	\$45,802,205
Actuarial Value of Assets	29,301,979	31,657,626
Unfunded Accrued Liability (UAL)	\$15,573,818	\$14,144,579
Funded Percentage	65.30%	69.12%
Valuation Date October 1,	2015	2016
Assumed Rate of Investment Return	7.65%	7.55%
Individual Salary Increases	7.50%	7.50%
Long-term Payroll Inflation	3.50%	3.50%
Payroll Inflation for Amortization of Unfunded	1.00%	1.00%
Funding Method	Entry Age	Entry Age

Note: We recommend the deposit of at least the minimum required contributions as a dollar amount shown above.

Summary of Significant Events

Determination of the funded status of the Plan and minimum funding requirements are based on participant data, asset information, Plan provisions, actuarial methods and assumptions, as well as contributions made to the Plan by the State of Florida. Any significant events associated with these items are discussed in the following.

In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Plan Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

Participant Data

The number of active members decreased from 85 to 79 with a decrease of 8% in the payroll expected for the 12 month period beginning on the valuation date, in comparison to the 1% payroll growth assumption used to amortize the unfunded accrued liability and the 3.5% increase assumption used to project total payroll to the funding year. The average annual payroll growth for the last ten years is shown below.

Valuation Date	Increase Total Valuation Payroll
10/01/2007	2 %
10/01/2008	0 %
10/01/2009	8 %
10/01/2010	(19)%
10/01/2011	(3)%
10/01/2012	11 %
10/01/2013	10 %
10/01/2014	5 %
10/01/2015	10 %
10/01/2016	(8)%
10-Year Average	1 %

There was a demographic gain on the actuarial accrued liability.

The following table provides the details of actuarial gains and losses by source since October 1, 2006, the date of the last experience review of the Plan. We recommend an experience review be performed. In general, should a pattern of consistent gains or losses develop, assumptions may require revision.



Valuation Date		Total	Investment Related	Demographic
10/01/2007	Actuarial Loss	1,227,859	(278,370)	1,506,229
10/01/2008	Actuarial Loss	2,599,494	2,579,310	20,184
10/01/2009	Actuarial Loss	1,538,368	661,567	880,810
10/01/2010	Actuarial Loss	121,763	591,163	(469,400)
10/01/2011	Actuarial Loss	190,481	805,498	(615,017)
10/01/2012	Actuarial Loss	680,484	578,926	101,558
10/01/2013	Actuarial Gain	(181,623)	(255,604)	73,981
10/01/2014	Actuarial Loss	278,366	(279,250)	557,616
10/01/2015	Actuarial Loss	801,046	191,273	609,773
10/01/2016	Actuarial Gain	(809,648)	141,056	(950,704)

Assets

Whereas the assets were assumed to achieve a 7.65% investment return net of expenses, the return on the market value of assets was 6.0% producing a loss on a market value basis. Due to the smoothing method used to produce the actuarial value of assets which recognizes market value gains and losses over a five year period, a 7.1% return was achieved on the actuarial value of assets such that an actuarial investment related loss was experienced for the year ended September 30, 2016. The following provides a summary of the actual return on investments for the 12 month periods ending on the date specified.

	Year Ended 9/30	Market Investment Return	Actuarial Investment Return	Assumed Net Return
1	1996	13.1 %	13.1 %	8.50%
2	1997	18.4 %	18.4 %	8.50%
3	1998	3.7 %	3.7 %	8.50%
4	1999	8.2 %	8.2 %	8.50%
5	2000	11.4 %	11.4 %	8.50%
6	2001	(11.3)%	(11.3)%	8.50%
7	2002	(7.3)%	(7.3)%	8.50%
8	2003	21.0 %	21.0 %	8.50%
9	2004	8.1 %	8.1 %	8.50%
10	2005	7.7 %	7.7 %	8.50%
11	2006	6.2 %	6.2 %	8.50%
12	2007	10.6 %	10.6 %	8.00%
13	2008	(12.1)%	(12.1)%	8.00%
14	2009	8.2 %	3.3 %	8.00%
15	2010	8.4 %	4.2 %	8.00%
16	2011	(0.6)%	3.4 %	8.00%
17	2012	17.5 %	5.0 %	8.00%
18	2013	11.1 %	8.9 %	7.75%
19	2014	7.6 %	8.8 %	7.75%
20	2015	(0.1)%	7.0 %	7.75%
21	2016	6.0 %	7.1 %	7.65%
21-Year Average		6.1 %	5.7 %	8.21%
10-Year Average		5.4 %	4.4 %	7.89%



The average return on the Market Value of Assets has been 6.1%, when looking over the last 21 valuations performed and 5.4% over the last 10 years, as shown above.

Net investment returns less than the assumed rate of return result in increased annual minimum required contributions. The net assumed investment return was revised to 7.55% for the October 1, 2016 actuarial valuation of the Plan.

Plan Provisions

There are no changes in Plan provisions since the prior valuation of the Plan.

Methods

There have been no changes in methods since the prior valuation of the Plan.

Assumptions

In the prior valuation, the mortality table was the RP-2000 Combined Mortality Table where Scale AA was applied to reflect mortality improvements to the valuation year. The mortality table has been revised to the mortality assumption used for special risk employees in the July 1, 2015 valuation of the Florida Retirement System (FRS), as required by state statute. The mortality rates are as follows:

Healthy mortality:	Males:	10% RP-00 Annuitant White Collar + 90% RP-00 Annuitant Blue Collar
	Females:	100% RP-00 Annuitant White Collar
	Both male and female rates fully generational using Scale BB	
Disabled mortality:	Males:	60% RP-00 Disabled Retiree Set Back 4 Years + 40% RP-00 Annuitant White Collar
	Females:	60% RP-00 Disabled Retiree Set Forward 2 Yrs + 40% RP-00 Annuitant White Collar
	No mortality improvement is assumed for disabled lives.	

The net assumed investment return was revised from 7.65% used in the October 1, 2015 actuarial valuation to 7.55% for the October 1, 2016 actuarial valuation of the Plan.

State Contributions

There have been significant changes in state law related to the use of premium tax revenues. Florida Statutes Section 185.35(1) states changes become effective upon entering into a Collective Bargaining Agreement (CBA) on or after July 1, 2015. We understand that there has not been a CBA entered into on or after July 1, 2015. As confirmed with the Plan attorney, this actuarial valuation assumes no changes in the treatment of premium tax revenues.

The Estimated Minimum Required City Contribution assumes that the premium tax money received from the State will be in the same amount received in the prior year. Should the amount received in the fiscal years ending September 30, 2017 and 2018 be less than expected, the City will need to contribute any potential shortfall to the Plan.



Section

2

Results Derivation

In this section, the assets and liabilities of the Plan are shown in detail. Assets and liabilities are then compared to determine the funded status and minimum funding requirements. Finally, analysis is performed to explain movement in results from the prior valuation.

While asset information is based on the fair market value of assets, along with any techniques used to smooth out market fluctuations, liabilities are determined through a combination of the benefit provisions, participant census data which contains information for the members who will receive those benefits, and the methods and assumptions used with regard to how benefits will be paid to members. A summary of participant data, an outline of the benefit provisions, and a description of the methods and assumptions used in this valuation are described in Section 4.

Financial Information

Over the life of the Plan, the majority of assets are typically generated from investment return. In this section, we describe how the assets of the Plan are invested, show how the actuarial value of assets is derived, and review the investment results since the prior valuation.

Investment Allocation

Valuation Date	October 1, 2015		October 1, 2016	
Government agency obligations	\$4,361,574	15%	\$4,242,164	14%
Corporate and municipal debt obligations	2,953,713	10%	3,191,355	11%
Corporate equity securities	14,096,648	51%	16,064,856	52%
Partnership securities	2,668,971	9%	1,996,541	7%
Mutual funds	1,553,545	6%	2,012,672	7%
Real estate investments	1,983,716	7%	2,169,990	7%
Cash and cash equivalents	31,709	0%	233,016	1%
Net receivables	<u>507,522</u>	<u>2%</u>	<u>195,094</u>	<u>1%</u>
Fair Market Value of Assets	\$28,157,398	100%	\$30,105,688	100%

Reconciliation of Market Value of Assets

Year Ending September 30,	2015	2016
1. Market Value of Assets Beginning of Year	\$28,294,900	\$28,157,398
2. Contributions		
a. City	\$2,731,326	\$2,817,806
b. State	345,822	373,343
c. Plan Members	<u>326,566</u>	<u>336,731</u>
d. Total Contributions	\$3,403,714	\$3,527,880
3. Investment earnings		
a. Realized gains and (losses)	\$6,368	\$(120,505)
b. Unrealized gains and (losses)	(227,483)	1,572,196
c. Interest and dividends	441,227	447,111
d. Investment expense	<u>(241,340)</u>	<u>(209,970)</u>
e. Net investment income	\$(21,228)	\$1,688,832
4. Deductions		
a. Regular pension benefits	\$(1,871,864)	\$(2,136,850)
b. DROP distributions	(1,508,592)	(920,505)
c. Contribution refunds	(35,256)	(94,298)
d. Administrative expenses	<u>(104,276)</u>	<u>(116,769)</u>
e. Total Deductions	\$(3,519,988)	\$(3,268,422)
5. Net Increase	<u>\$(137,502)</u>	<u>\$1,948,290</u>
6. Market Value of Assets End of Year	\$28,157,398	\$30,105,688
7. Actual Return on Market Value of Assets		
a. Beginning Value	\$28,294,900	\$28,157,398
b. Ending Value	28,157,398	30,105,688
c. Contributions	3,403,714	3,527,880
d. Benefits Paid	(3,415,712)	(3,151,653)
e. Administrative Expenses	(104,276)	(116,769)
f. Investment Income	(21,228)	1,688,832
g. Actual Return on Market Value of Assets	(0.08)%	6.01 %

Development of Actuarial Value of Assets

The market value of assets is adjusted to recognize gains and losses over a five-year period. However, the Actuarial Value of Assets is limited to no more than 120% or less than 80% of the market value of assets.

Determination of Actuarial Value of Assets for the Plan Year Ended September 30, 2016

1.	Market Value of Assets as of October 1, 2016			\$30,105,688
2.	Phase-In Gains (Losses) Over Five Year Period			
		Original Gain (Loss)	Percent Unrecognized	Unrecognized Gain (Loss)
a.	Year Ending 9/30/2016	\$(460,853)	80%	\$(368,682)
b.	Year Ending 9/30/2015	(2,196,177)	60%	(1,317,706)
c.	Year Ending 9/30/2014	(51,729)	40%	(20,692)
d.	Year Ending 9/30/2013	739,748	20%	<u>147,950</u>
e.	Total			\$(1,559,130)
3.	Preliminary Actuarial Value of Assets as of October 1, 2016			\$31,664,818
4.	Corridor Around Market Value			
a.	Minimum = 80% of Market Value of Assets			\$24,084,550
b.	Maximum = 120% of Market Value of Assets			\$36,126,826
c.	Corridor Adjustment to Preliminary Actuarial Value			\$0
5.	Cumulative Balance of State Funding Available for Benefit Improvements			\$7,192
6.	Actuarial Value of Assets as of October 1, 2016 (3. + 4.c. - 5.)			\$31,657,626

Development of Historical Gain or Loss on Market Value of Assets

	2016	2015
1. Market Value of Assets - Beginning of Year	\$28,157,398	\$28,294,900
2. Contributions	3,527,880	3,403,714
3. Benefit Payments	(3,151,653)	(3,415,712)
4. Administrative Expenses	(116,769)	(104,276)
5. Expected Return on Assets	<u>2,149,685</u>	<u>2,174,949</u>
6. Expected Value of Assets at End of Year	\$30,566,541	\$30,353,575
7. Market Value of Assets - End of Year	\$30,105,688	\$28,157,398
8. Gain (Loss) for Plan Year = (7) - (6)	\$(460,853)	\$(2,196,177)
	2014	2013
1. Market Value of Assets - Beginning of Year	\$25,322,725	\$21,378,509
2. Contributions	3,303,037	3,086,847
3. Benefit Payments	(2,165,565)	(1,489,851)
4. Administrative Expenses	(103,311)	(95,305)
5. Expected Return on Assets	<u>1,989,743</u>	<u>1,702,777</u>
6. Expected Value of Assets at End of Year	\$28,346,629	\$24,582,977
7. Market Value of Assets - End of Year	\$28,294,900	\$25,322,725
8. Gain (Loss) for Plan Year = (7) - (6)	\$(51,729)	\$739,748

State Contributions

Year Ending September 30	State Contributions	Recurring Cost Benefit Improvements	Base Plus Benefit Improvements	Recognized State Funding	Cumulative Balance Available Upon Benefit Improvement
2016	\$373,343	\$0	\$699,961	\$373,343	\$7,192
2015	345,822	0	699,961	345,822	7,192
2014	331,402	0	699,961	331,402	7,192
2013	316,074	0	699,961	316,074	7,192
2012	314,094	0	699,961	314,094	7,192
2011	303,356	0	699,961	303,356	7,192
2010	302,888	0	699,961	302,888	7,192
2009	314,162	0	699,961	314,162	7,192
2008	293,562	0	699,961	293,562	7,192
2007	296,758	0	699,961	296,758	7,192
2006	279,159	0	699,961	279,159	7,192
2005	267,203	0	699,961	267,203	7,192
2004	245,105	0	699,961	245,105	7,192
2003	198,169	454,127	699,961	198,169	7,192
2002	165,823	0	245,834	165,823	7,192
2001	135,870	121,320	245,834	135,870	7,192
2000	121,555	0	124,514	121,555	7,192
1999	131,706	0	124,514	124,514	7,192
1998	124,514	0	124,514	124,514	0

Present Value of Benefits

Valuation as of October 1,	2015	2016
1. Active Members		
a. Retirement Benefits	\$18,588,947	\$18,568,984
b. Deferred Benefits	2,256,484	1,956,760
c. Survivor Benefits	148,783	427,970
d. Disability Retirement	<u>500,768</u>	<u>400,749</u>
e. Total	\$21,494,982	\$21,354,463
2. Inactive Members		
a. Retirement and DROP	\$26,107,734	\$26,807,657
b. Terminated Vested	777,558	926,415
c. Beneficiaries	870,311	932,771
d. Disability Retirement	<u>2,202,068</u>	<u>1,679,405</u>
e. Total	\$29,957,671	\$30,346,248
3. Present Value of Benefits (PVB)	<u>\$51,452,653</u>	<u>\$51,700,711</u>

Accrued Liability

Valuation as of October 1,	2015	2016
1. Active Members		
a. Retirement Benefits	\$13,865,980	\$14,390,374
b. Deferred Benefits	801,884	648,553
c. Survivor Benefits	102,075	300,881
d. Disability Retirement	<u>148,187</u>	<u>116,149</u>
e. Total	\$14,918,126	\$15,455,957
3. Inactive Members		
a. Retirement and DROP	\$26,107,734	\$26,807,657
b. Terminated Vested	777,558	926,415
c. Beneficiaries	870,311	932,771
d. Disability Retirement	<u>2,202,068</u>	<u>1,679,405</u>
e. Total	\$29,957,671	\$30,346,248
3. Accrued Liability (AL)	<u>\$44,875,797</u>	<u>\$45,802,205</u>

Normal Cost – Entry Age Normal

Valuation as of October 1,		2015	2016
1.	Preliminary Normal Cost		
a.	Retirement Benefits	\$638,193	\$582,836
b.	Deferred Benefits	193,472	179,730
c.	Survivor Benefits	6,126	17,288
d.	Disability Retirement	<u>47,659</u>	<u>40,218</u>
e.	Total	\$885,450	\$820,072
2.	Total Normal Cost		
a.	Preliminary Normal Cost	\$885,450	\$820,072
b.	Estimated Administrative Expense	<u>104,276</u>	<u>116,769</u>
c.	Total Normal Cost	\$989,726	\$936,841
d.	Total Normal Cost as a % of Pay	21.0 %	22.2 %
3.	Normal Cost Net of Actual Employee Contributions		
a.	Preliminary Normal Cost	\$885,450	
b.	Actual Administrative Expense	116,769	
c.	Actual Employee Contributions	<u>(336,731)</u>	
d.	Actual Employer Normal Cost	\$665,488	
4.	Valuation Payroll	\$4,704,236	\$4,226,346

Unfunded Accrued Liability

Valuation as of October 1,

2016

Unfunded Actuarial Liability

1. Accrued Liability	\$45,802,205
2. Actuarial Value of Assets	<u>31,657,626</u>
3. Unfunded Accrued Liability	\$14,144,579

Determination of Expected Unfunded Accrued Liability

1. Unfunded Accrued Liability as of Prior Year	\$15,573,818
2. Normal Cost (Net of Employee Contributions)	665,488
3. Interest on UAL and NC	1,242,307
4. Contributions	
a. City	\$(2,817,806)
b. State of Florida	<u>(373,343)</u>
c. Total	\$(3,191,149)
5. Interest on Contribution for Time on Deposit	(107,781)
6. Change in Plan, Methods or Assumptions	<u>771,544</u>
7. Expected UAL as of Current Year	\$14,954,227

Calculation of (Gain) or Loss

1. Actual Unfunded Accrued Liability	\$14,144,579
2. Expected UAL	<u>14,954,227</u>
3. Total (Gain) or Loss	\$(809,648)
4. Breakdown of (Gain) or Loss	
a. Investment Experience	\$141,056
b. Demographic Experience	<u>(950,704)</u>
c. Total (Gain) or Loss	\$(809,648)

Calculation of Actuarial Asset Gain or (Loss)

1. Actuarial Value of Assets - Beginning of Year	\$29,301,979
2. Expected Interest on Assets	2,241,601
3. Contributions	3,527,880
4. Benefit Payments	(3,151,653)
5. Administrative Expenses	(116,769)
6. Interest on items (3), (4) and (5)	<u>(4,356)</u>
7. Expected Value of Assets at End of Year	\$31,798,682
8. Actuarial Value of Assets - End of Year	\$31,657,626
9. Gain (Loss) for Plan Year = (8) - (7)	\$(141,056)
10. Actual Investment Income	\$2,096,189
11. Actual % Return	7.12%



Amortization of Unfunded Liability

The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. Effective October 1, 2015 all new bases are amortized over 25 years.

Amortization Bases

Date	Source	Remaining Balance	Remaining Balance Adjusted for Actual Contributions	Years Remain	Amort.
10/01/2002	Fresh Start	\$1,761,755	\$1,753,536	6	\$340,007
10/01/2002	Actuarial Loss	229,879	228,807	1	228,807
10/01/2002	Plan Amendment	2,110,826	2,100,981	16	201,791
10/01/2003	Actuarial Loss	155,296	154,572	2	79,713
10/01/2004	Actuarial Loss	746,152	742,672	3	263,265
10/01/2005	Actuarial Loss	284,475	283,148	4	77,592
10/01/2005	Plan Amendment	355,742	354,083	19	30,941
10/01/2006	Actuarial Loss	471,122	468,925	5	105,925
10/01/2006	Method Change	803,353	799,606	20	68,069
10/01/2006	Assumption Change	2,749,090	2,736,268	20	232,935
10/01/2007	Actuarial Loss	737,626	734,186	6	142,357
10/01/2007	Method Change	592,283	589,520	21	48,998
10/01/2008	Actuarial Loss	1,704,204	1,696,255	7	290,293
10/01/2008	Method Change	(1,972,228)	(1,963,029)	22	(159,612)
10/01/2009	Actuarial Loss	1,095,820	1,090,709	8	168,128
10/01/2010	Actuarial Loss	91,513	91,086	9	12,843
10/01/2010	Plan Amendment	(2,000,640)	(1,991,309)	24	(155,748)
10/01/2011	Actuarial Loss	151,433	150,727	10	19,676
10/01/2012	Actuarial Loss	568,524	565,872	11	69,061
10/01/2012	Plan Amendment	589,249	586,501	26	44,383
10/01/2012	Assumption Change	1,457,955	1,451,155	26	109,814
10/01/2013	Actuarial Gain	(159,591)	(158,847)	12	(18,269)
10/01/2013	Assumption Change	51,765	51,524	27	3,842
10/01/2014	Actuarial Loss	257,290	256,090	13	27,941
10/01/2014	Assumption Change	56,096	55,834	28	4,108
10/01/2015	Actuarial Loss	795,481	791,771	24	61,927
10/01/2015	Assumption Change	564,674	562,040	24	43,959
10/01/2016	Actuarial Gain	(809,648)	(809,648)	25	(62,248)
10/01/2016	Assumption Change	771,544	<u>771,544</u>	25	<u>59,319</u>

Scheduled Amortization Payment

\$2,339,817

Unfunded Accrued Liability

\$14,144,579



FREIMAN LITTLE ACTUARIES

Projected Unfunded Accrued Liability and Amortization Payments

Valuation as of October 1,	Unfunded Accrued Liability	Amortization Payment
2016	\$14,144,579	\$2,339,817
2017	12,696,022	2,132,122
2018	11,361,474	2,072,127
2019	9,990,693	1,821,606
2020	8,785,854	1,759,079
2021	7,557,296	1,665,342
2022	6,336,796	1,169,955
2023	5,556,937	870,422
2024	5,040,348	697,068
2025	4,671,197	689,992
2026	4,281,786	675,157
2027	3,878,929	604,860
2028	3,521,261	631,495
2029	3,107,943	606,010
2030	2,690,829	612,070
2031	2,235,705	618,191
2032	1,739,637	387,756
2033	1,453,948	391,634
2034	1,142,518	395,550
2035	803,364	362,126
2036	474,552	(1,535)
2037	512,032	(61,935)
2038	617,301	136,117
2039	517,514	137,478
2040	408,729	202,163
2041	222,161	207,942
2042	15,293	10,297
2043	5,373	5,373
2044	0	0
2045	0	0

Actions Taken to Reduce Unfunded Actuarial Accrued Liability

The required contributions calculated each year include a payment for the amortization of the unfunded accrued liability. This payment is designed to reduce the unfunded accrued liability in an orderly fashion. The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. Effective October 1, 2015 all new bases are amortized over 25 years.



Minimum Funding Requirements

Valuation as of October 1, Required Contribution for FYE September 30,	2015 2017	2016 2018
1. Normal Cost	\$989,726	\$936,841
2. Amortization of Unfunded Actuarial Liability	<u>2,337,268</u>	<u>2,339,817</u>
3. Minimum Required Contribution at Valuation Date [1. + 2.]	\$3,326,994	\$3,276,658
4. Minimum Required Contribution Projected to Beginning of Budget Year	\$3,443,439	\$3,391,341
5. Interest for Periodic Payments	<u>144,939</u>	<u>142,117</u>
6. Minimum Required Contribution Adjusted for Periodic Payments [4. + 5.]	\$3,588,378	\$3,533,458
7. Expected Employee Contributions	\$373,413	\$335,851
8. Expected State Contribution	345,822	373,343
9. Estimated City Contribution	<u>2,869,143</u>	<u>2,824,264</u>
10. Minimum Required Contribution for Funding Year	\$3,588,378	\$3,533,458
11. City Plus State Contribution	\$3,214,965	\$3,197,607
12. Expected Employee Contribution Rate	7.67%	7.68%
13. Expected State Contribution Rate	7.10%	8.53%
14. Estimated City Contribution Rate	<u>58.93%</u>	<u>64.57%</u>
15. Minimum Required Contribution Rate	73.70%	80.78%
16. City Plus State Contribution Rate	66.03%	73.10%
17. Payroll		
a. Valuation Payroll	\$4,704,236	\$4,226,346
b. Projected Valuation Payroll	\$4,868,884	\$4,374,268
c. Hired < January 31, 2011	3,219,473	2,818,171
d. Hired > January 31, 2011	1,649,411	1,556,097
18. Assumptions		
a. Net Assumed Investment Return	7.65%	7.55%
b. Contribution Projected to Next FY	3.50%	3.50%
c. Total Payroll Inflation	3.50%	3.50%
d. Payroll Inflation for Amortization of UAL	1.00%	1.00%

Reconciliation of Unfunded Accrued Liability

	Unfunded Accrued Liability	Funded Percentage	Change in Unfunded Accrued Liability	Change in Funded Percentage
As of October 1, 2015:	\$15,573,818	65.30 %		
Changes due to:				
Normal Operation of Plan	\$14,182,683	69.16 %	\$(1,391,135)	3.86 %
Investment Experience	14,323,739	68.85 %	141,056	(0.31)%
Demographic Experience	13,373,035	70.30 %	(950,704)	1.45 %
Change Net Assumed Return from 7.65% to 7.55%	13,891,882	69.50 %	518,847	(0.80)%
Required Mortality Change	14,144,579	69.12 %	<u>252,697</u>	<u>(0.38)%</u>
Total			\$(1,429,239)	3.82 %
As of October 1, 2016:	\$14,144,579	69.12 %		

Reconciliation of City Minimum Required Contribution

	Dollar Amount	Percent of Pay
For Fiscal Year Ending September 30, 2017:	\$2,869,143	58.93 %
Changes due to:		
Normal Operation of Plan	\$49,853	(1.00)%
Administrative Expense Change	13,425	0.26 %
State Contribution Increase	(26,468)	(0.53)%
Investment Experience	11,749	0.24 %
Demographic Experience	(154,823)	5.26 %
Change Net Assumed Return from 7.65% to 7.55%	52,752	1.21 %
Required Mortality Change	<u>8,633</u>	<u>0.20 %</u>
Total	\$(44,879)	5.64 %
For Fiscal Year Ending September 30, 2018:	\$2,824,264	64.57 %

Section
3

Accounting Information

Information Required by GASB 67/68

A supplemental report provides information under the Governmental Accounting Standards Board No. 67/68.

Statement of Accumulated Plan Benefits (FASB 35)

The following table is based on prior accounting standards and is required by the State. The actuarial present value of accumulated plan benefits is an estimate of the liability for all benefits accrued to date.

Year Beginning October 1,	2015	2016
1. Actuarial present value of accumulated plan benefits		
a. Participants currently receiving benefits	\$29,180,113	\$29,419,833
b. Other participants	<u>8,322,792</u>	<u>9,816,410</u>
c. Total vested plan benefits	\$37,502,905	\$39,236,243
d. Total non-vested plan benefits	<u>1,492,268</u>	<u>1,342,915</u>
e. Total accumulated plan benefits	\$38,995,173	\$40,579,158
2. Change in present value of accumulated plan benefits		
a. Accumulated plan benefits beginning of year		\$38,995,173
b. Increase (decrease) during year due to:		
i. Plan amendment		\$0
ii. Change in assumptions or methods		661,798
iii. Increase for interest and probability of payment due to decrease in discount period and benefits accrued		4,073,840
iv. Benefits paid		(3,151,653)
v. Other changes		0
vi. Net increase (decrease)		\$1,583,985
c. Accumulated plan benefits end of year		\$40,579,158

Other Disclosures Required by the State of Florida

Year Beginning October 1,	2015	2016
Present value of active member:		
Future salaries (attained age)	\$35,888,415	\$31,441,169
Future contributions (attained age)	\$2,757,198	\$2,418,406
Active Member accumulated contributions	\$1,408,208	\$1,538,311



Required Disclosure Under F.S. 112.664(1)

As required under F.S. Section 112.664(1) we have produced the following information:

- (a) Total pension liability calculated based on mortality used in one of the last two Florida Retirement System (FRS) valuations. This actuarial valuation assumes healthy mortality as follows: Male: 10% RP-2000 Annuitant White Collar + 90% RP-2000 Annuitant Blue Collar / Female: 100% RP-2000 Annuitant White Collar, where both the male and female rates are fully generational from 2000 using Scale BB. Disabled mortality is as follows: Male: 60% RP-2000 Disabled Retiree Set Back 4 years + 40% RP-2000 Annuitant White Collar / Female: 60% RP-2000 Disabled Retiree Set Forward 2 Years + 40% RP-2000 Annuitant White Collar, where no mortality improvement is assumed for disabled lives.
- (b) Total pension liability calculated using an assumed interest rate that is 200 basis points lower than that assumed in the valuation of the Plan.
- (c) Determination of the number of months or years for which the current market value of assets is adequate to sustain the payment of expected retirement benefits.
- (d) Recommended contribution to the Plan using the most recent valuation and the contributions necessary prepared pursuant to (a) and (b) stated as a dollar amount and % of payroll.

	2% Decrease (5.55%)	Current Discount Rate (7.55%)	2% Increase (9.55%)
Total pension liability	\$59,221,942	\$45,809,397	\$36,705,234
Plan fiduciary net position	<u>(30,105,688)</u>	<u>(30,105,688)</u>	<u>(30,105,688)</u>
Net pension liability	<u>\$29,116,254</u>	<u>\$15,703,709</u>	<u>\$6,599,546</u>
Plan fiduciary net position as a percentage of the total pension liability	50.84%	65.72%	82.02%
Years of benefit payments:			
Expected for current members:	100	100	100
Paid for with current assets:	12.16	14.12	17.24
City Plus State Contribution Requirement, Plus Expected Employee Contributions			
Dollar Amount	\$4,769,595	\$3,533,458	\$2,536,810
Percent of Payroll	109.04%	80.78%	57.99%



Required Disclosure Under F.S. 112.664(2)(b)2.

F.S. Section 112.664(2)(b)2. - For the previous five years, beginning with 2013, a side-by-side comparison of the plan's assumed rate of return compared to the actual rate of return, as well as the percentages of cash, equity, bond and alternative investments in the plan portfolio. The actual rate of return is as provided by the investment monitor.

Year Ending September 30,	2016	2015	2014	2013	2012	2011
Assumed rate of return	7.65%	7.75%	7.75%	7.75%	8.00%	8.00%
Actual rate of return	6.01%	(0.08%)	7.55%	11.12%	17.54%	(0.64%)
Percentages of assets in:						
Cash	1%	0%	2%	7%	7%	10%
Equity	59%	57%	57%	59%	57%	53%
Bond	25%	25%	25%	28%	28%	37%
Alternative	15%	18%	16%	6%	8%	0%
Total	100%	100%	100%	100%	100%	100%



Section

4

Supplementary
Information

Summary of Participant Data

Member Statistics

Year Beginning October 1,	2015	2016
<u>Active Participants</u>		
Number	85	79
Average Age	35.9	36.7
Average Credited Service	7.9	8.5
Percent Male	89.4	88.6
Average Valuation Salary	\$56,017	\$55,326
Total Valuation Salary	\$4,761,444	\$4,370,757
Payroll Covered in Valuation	\$4,704,236	\$4,226,346
<u>Terminated With Rights to Deferred Benefits</u>		
Number	5	6
Average Age	41.6	41.6
Percent Male	100.0	100.0
Average Monthly Benefit (Estimate)	\$1,709	\$1,653
<u>DROP</u>		
Number	3	0
Average Age	61.8	0.0
Percent Male	100.0	0.0
Average Monthly Benefit	\$4,172	\$0
DROP Balances	\$872,497	\$0
<u>Service Retirements</u>		
Number	38	44
Average Age	60.2	60.3
Percent Male	97.4	95.5
Average Monthly Benefit	\$3,874	\$3,802
<u>Beneficiaries</u>		
Number	2	2
Average Age	62.7	63.7
Percent Male	50.0	50.0
Average Monthly Benefit	\$2,940	\$3,006
<u>Disability Retirements</u>		
Number	5	4
Average Age	50.5	50.1
Percent Male	100.0	100.0
Average Monthly Benefit	\$2,996	\$3,359



Number of Active Members by Age and Service as of October 1, 2016

Age	Service							Total
	< 1	< 5	< 10	< 15	< 20	< 25	25+	
< 20								
< 25	2	4						6
< 30	1	10	1					12
< 35	4	9	2	3				18
< 40		2	4	7	2			15
< 45	1		3	6	3			13
< 50	1		1	5	2	3	1	13
< 55			1					1
< 60				1				1
60+								
Total	9	25	12	22	7	3	1	79

Active Valuation Pay by Age and Service as of October 1, 2016

Age	Service							Total
	< 1	< 5	< 10	< 15	< 20	< 25	25+	
< 20								
< 25	33,582	41,860						39,101
< 30	40,716	46,787	50,701					46,607
< 35	20,890	45,132	51,858	60,132				42,992
< 40		45,394	48,792	73,564	70,637			62,812
< 45	43,873		56,215	65,604	72,069			63,258
< 50	40,133		57,243	65,295	68,361	93,113	80,400	70,793
< 55			54,160					54,160
< 60				64,011				64,011
60+								
Total	30,605	45,291	52,470	67,248	70,601	93,113	80,400	55,326

Reconciliation of Plan Participants

	Active	Vested Termination	DROP	Retired	Survivor	Disability
As of October 1, 2012	69	3	9	32	1	4
Retired	(1)			1		
Nonvested Termination	(2)					
New Hires	12					
As of October 1, 2013	78	3	9	33	1	4
Retired			(2)	2		
Disability Retirement	(1)					1
Vested Termination	(2)	2				
Nonvested Termination	(3)					
New Hires	8					
As of October 1, 2014	80	5	7	35	1	5
Nonvested Termination	(3)					
Death With Survivor				(1)	1	
Retired			(4)	4		
New Hires	8					
As of October 1, 2015	85	5	3	38	2	5
Nonvested Termination	(11)					
Vested Termination	(1)	1				
Retired	(3)		(3)	6		
Death						(1)
New Hires	9	0	0	0	0	0
As of October 1, 2016	79	6	0	44	2	4

Reconciliation of DROP Account Balances

1.	Beginning Balance as of October 1, 2015	\$872,497
2.	Monthly Benefit Additions	32,865
3.	Interest Earned	15,143
4.	Distributions	<u>(920,505)</u>
5.	Ending Balance as of September 30, 2016	\$0



Outline of Plan Provisions

Plan Type: Single-employer Defined Benefit Pension Plan

Legal Authority: The Plan was established and is amended by local ordinance.

Plan Administrator: The Board of Trustees

Board Composition: Two members are elected from among the police employees of the City, who are members of the plan, two city residents appointed by the Commission and one person is chosen by a majority of the previous four members.

Funding Requirements: Employer contributions are actuarially determined and subject to State statute. Employee contributions are as described below and may be amended by ordinance.

Effective Date: The Plan was originally effective September 28, 1993. Prior to the Effective Date, Members were part of a "Chapter Plan" where a slightly different level of benefits was effective. The most recent amendment to the Plan was Ordinance No. 2015-38 effective December 1, 2015.

Plan Year: The 12-month period from October 1st to the following September 30th.

Member: Full-time employees who satisfy the definition of a police officer in F.S. Section 185.02(11) become Member's immediately upon hire.

Credited Service: Years and completed months of full-time employment as a police officer of the city during which a person contributes to the Plan. Credited Service also includes certain military service. Additional Credited Service may be purchased at full actuarial cost. Credited Service purchased after January 31, 2011 is not counted towards vesting.

Vesting: 100% upon earning ten years of Credited Service.

Compensation: Prior to Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, 50% of accumulated sick and annual leave payouts, amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Effective with Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, lump sum payments for accumulated sick and annual leave for employees hired on or before January 31, 2011 (but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus 50% of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012, and excluding lump sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012), amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Employee Contributions: 7.5% of Compensation for members hired on or before January 31, 2011 and 8.0% for members hired after that date. A Member who terminates non-vested is entitled to refund of



accumulated Employee Contributions without interest. Contributions may be repaid with interest upon reentry into the Plan due to rehire.

Average Final Compensation: For members hired on or before January 31, 2011, one-twelfth the average of Compensation for the three highest years of Credited Service. For members hired after January 31, 2011, one-twelfth of the average of Compensation for the five highest years of Credited Service.

Normal Retirement Date: For members hired on or before January 31, 2011, the first day of the month coincident with or next following the earlier of (i) age 48 and ten years of Credited Service, or (ii) age 45 and 25 years of Credited Service. For members hired after January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the date the member attains age 48 and ten years of Credited Service.

Accrued Benefit (for Members Hired On or Before January 31, 2011): $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$, plus, for Members who retire (i) with ten years of Credited Service prior to October 1, 2002, (ii) after having attained age 50 with ten years of Credited Service by October 1, 2002, (iii) with 20 years of Credited Service between October 1, 2002 and January 31, 2011, or (iv) with 25 years of Credited Service after January 31, 2011, a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$200 per month
- (b) $\$20 \times \text{Credited Service Over 10 Years}$ (Maximum \$400) per month
- (c) Where (a) plus (b) is not more than \$600 per month

For Members who retired prior to October 1, 1993 the monthly benefit was defined as $2\% \times \text{Average Final Compensation} \times \text{Credited Service}$ (hereafter referred to as the "2% Multiplier Formula") plus the Supplemental Benefit defined above (the lesser of \$600 and $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$). A cost-of-living adjustment (CPI COLA) is payable annually effective January 1, 1994 on the portion of the benefit determined under the 2% Multiplier Formula. The amount of the CPI COLA is the increase in the Consumer Price Index (urban wage earner as calculated by the United States Department of Labor) between July of the immediately preceding year as compared to July of the prior year. The CPI COLA is granted until the participant's benefit determined under the 2% Multiplier Formula reaches the benefit amount provided for members who retire after October 1, 1993 ($3\% \times \text{Average Final Compensation} \times \text{Credited Service}$) plus the Supplemental Benefit (the lesser of \$600 and $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$). This portion of Plan provisions was applicable to only one Member of the Plan. The last time the CPI COLA was paid was on January 1, 2006. The Plan provision defining the CPI COLA will not apply to Plan participants after January 1, 2006.

Effective October 1, 2001, Members who retired prior to October 1, 2002 (including disability retirees) are granted a 1% cost-of-living adjustment annually commencing the January 1 following the first anniversary of retirement annuity commencement (1% COLA). For a DROP retiree, the 1% COLA is granted commencing on the January 1 following the first anniversary of actual annuity commencement after the end of the DROP period. The 1% COLA is not payable to any participant eligible to receive the 3% COLA, as described in the following.

Effective October 1, 2002, retirees are granted a deferred annual 3% cost-of-living adjustment (3% COLA) as follows: (i) Members who are retired on October 1, 2002 and had earned at least 20 years of Credited Service, (ii) Members who are actively employed on October 1, 2002 and had attained age 50 with ten years of Credited Service at that date, (iii) Members who are actively employed on October 1,



2002 with 20 years of Credited Service at that date, (iv) Members who attain 20 years of Credited Service after October 1, 2002 and who retire or enter the DROP by January 31, 2011, and (v) Members who attain 25 years of Credited Service after January 31, 2011. The deferred 3% COLA is payable annually commencing as specified in the following:

- (a) 5 years after retirement (or DROP) for participants who retire (or DROP) on or before January 31, 2011 upon attaining age 45 and 25 years of Credited Service or age 50 and 20 Years of Credited Service.
- (b) The later of 5 years after retirement (or DROP) or age 59 for participants who were hired prior to January 1, 2003 and who retire (or DROP) on or before January 31, 2011 upon attaining age 48 and 20 years of Credited Service.
- (c) On the first day of the month coincident with or next following attainment of age 59
 - a. for participants who were hired prior to January 1, 2003 and who separate employment on or before January 31, 2011 with 20 years of Credited Service but before reaching age 48.
 - b. for participants hired on or after January 1, 2003 who retire (or DROP) on or before January 31, 2011 with at least 20 years of Credited Service (but prior to age 45 and 25 Years of Credited Service and prior to age 50).
 - c. for participants who retire after January 31, 2011.
- (d) 5 years after commencement of disability benefits on or before January 31, 2011 if 20 years of Credited Service have been earned during employment.

For members actively employed on January 31, 2011, in no event will the annual benefit payable exceed \$95,000, inclusive of any COLAs to which the member may be entitled.

Accrued Benefit (for Members Hired After January 31, 2011): $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$, plus a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$100 per month
- (b) $\$10 \times \text{Credited Service Over 10 Years (Maximum \$100)}$ per month
- (c) Where (a) plus (b) is not more than \$200 per month

No COLA is payable for members hired after January 31, 2011.

In no event will the annual benefit exceed \$95,000.

Late Retirement Benefit: The higher of the benefit determined using the Average Final Compensation and Credited Service at the actual date of retirement from employment, or the benefit that would have been paid had the Member retired at the Normal Retirement Date increased actuarially from the Normal Retirement Date to the actual date of retirement.

Early Retirement Date: The first day of the month coincident with or next following the date the Member earns ten years of Credited Service and attains age 45.



Early Retirement Benefit: The Accrued Benefit reduced by 3% for each year the Member is younger than the Normal Retirement Date.

Disability Benefits: Members are eligible for service-connected Disability Benefits immediately upon hire. The monthly service-connected Disability Benefit is the greater of (i) the Accrued Benefit and (ii) 51% of average monthly compensation for the most recent 12 months of full-time employment. Members are eligible for a non-service-connected Disability Benefit after earning at least ten years of Credited Service. The monthly non-service-connected disability benefit is the greater of (i) the Accrued Benefit and (ii) 25% of average monthly compensation for the most recent 12 months of full-time employment. Disability Benefits are offset by disability income received from workers' compensation only to the extent by which the total of the workers' compensation benefit plus the Disability Benefit payable exceeds the employee's average monthly compensation at disability. However, any offset for workers' compensation will not result in less than 42% of average monthly compensation, in the event of service-connected disability, or in less than 25% of average monthly compensation, in the event of non-service-connected disability.

Pre-Retirement Survivor Benefits: Vested Members who die prior to the commencement of benefits shall have a survivor benefit payable on their behalf. The amount of the monthly income payable is the (i) Accrued Benefit at the date of death payable at the Normal Retirement Date, or (2) the actuarial equivalent of this Accrued Benefit payable on the first day of the month following death, as elected by the designated beneficiary.

Optional Forms of Benefit: Pension benefits described above are payable in the form of a 10 year certain and continuous annuity. Members may optionally choose an actuarially equivalent single life annuity, or joint and survivor annuity (with 50%, 66 2/3, 75%, or 100% continuance). Actuarial equivalence for healthy lives is determined based the RP-2000 mortality table projected using Scale AA to 2010 (50% male blend) and an 8.0% annual interest assumption. The RP-2000 mortality table for disabled retirees projected using Scale AA to 2010 (50% male blend) is used for disabled lives.

Deferred Retirement Option Plan (DROP): Members hired on or before January 31, 2011 are eligible to enter the DROP upon earning 25 years of Credited Service. The Accrued Benefit is frozen and no further Employee Contributions are payable at DROP entry. The Accrued Benefit accumulates with interest at the fund's assumed rate of investment return in the DROP account (credited quarterly) and is payable as a single-lump sum within 60 days following DROP exit. The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after January 31, 2011.

Description of Assumptions and Methods

Assumed Rate of Investment Return: 7.55% per year net of investment expenses (7.65% in the prior valuation)

Inflation: 2.0% per year

Salary Increase – Total Payroll: 3.5% per year

The payroll growth assumption used to amortize unfunded accrued liability as a level percent of payroll is 1.0%.

Salary Increase – Individual: 7.5% per year

Members hired after January 31, 2011 are assumed to have no payout for accrued hours includable in their pension.

For Members hired on or before January 31, 2011 the final year of Salary is increased to account for the number of accrued hours available at March 1, 2011 plus half of the number of accrued hours between March 1, 2011 and March 1, 2012, assuming members typically work 2,184 hours in a year.

Mortality: In the prior valuation, the mortality table was the RP-2000 Combined Mortality Table where Scale AA was applied to reflect mortality improvements to the valuation year. The mortality table has been revised to the mortality assumption used for special risk employees in the July 1, 2015 valuation of the Florida Retirement System (FRS), as required by state statute. The mortality rates are as follows:

Healthy mortality:	Males:	10% RP-00 Annuitant White Collar + 90% RP-00 Annuitant Blue Collar
	Females:	100% RP-00 Annuitant White Collar
	Both male and female rates fully generational using Scale BB	
Disabled mortality:	Males:	60% RP-00 Disabled Retiree Set Back 4 Years + 40% RP-00 Annuitant White Collar
	Females:	60% RP-00 Disabled Retiree Set Forward 2 Yrs + 40% RP-00 Annuitant White Collar
	No mortality improvement is assumed for disabled lives.	

Retirement: Unisex rates, as follows:

Members Hired Before January 31, 2011:

Age	Service		
	<10	10-24	25+
<=44	0.0%	0.0%	0.0%
45-51	0.0%	0.0%	100.0%
52+	0.0%	100.0%	100.0%

Members Hired After January 31, 2011: 100% at Age 48 and 10 Years of Service



Termination: In the current valuation the following unisex rates are assumed:

<u>Service</u>	<u>Rate</u>
0-2	23.0%
3-9	8.0%
10	30.0%
11-12	5.0%
13-14	4.0%
15-16	3.0%
17-18	2.0%
19	1.0%
20+	0.0%

Disability: Unisex rates, as follows:

<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>
15	0.050%	29	0.106%	43	0.186%	57	0.704%
16	0.054%	30	0.110%	44	0.193%	58	0.746%
17	0.058%	31	0.114%	45	0.200%	59	0.788%
18	0.062%	32	0.118%	46	0.242%	60	0.830%
19	0.066%	33	0.122%	47	0.284%	61	0.872%
20	0.070%	34	0.126%	48	0.326%	62	0.914%
21	0.074%	35	0.130%	49	0.368%	63	0.956%
22	0.078%	36	0.137%	50	0.410%	64	0.998%
23	0.082%	37	0.144%	51	0.452%	65	1.040%
24	0.086%	38	0.151%	52	0.494%	66	1.082%
25	0.090%	39	0.158%	53	0.536%	67	1.124%
26	0.094%	40	0.165%	54	0.578%	68	1.166%
27	0.098%	41	0.172%	55	0.620%	69	1.208%
28	0.102%	42	0.179%	56	0.662%	70+	1.250%

100% of disabilities are assumed to be service connected.

Plan Expenses: The prior year administrative expense is added to the normal cost.

Marital Assumption: Husbands are assumed to be three years older than wives.

Funding Method: Entry Age (level percent of salary)

Glossary of Actuarial Terms

Present Value of Benefits (PVB): The present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census.

Normal Cost (NC): The value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death.

Accrued Liability (AL): This is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual NC accumulated from date of entry to the valuation date for each member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability owed by the pension fund at the valuation date.

Unfunded Accrued Liability (UAL): Any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus.

Actuarial Value of Assets: The market value of assets is adjusted to recognize gains and losses over a five-year period. The Actuarial Value of Assets shall not be more than 120% or less than 80% of the market value of assets.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (J22) First Reading - Ordinance No. 2017-3 – Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000006

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-3, approving the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, subject to the City Attorney's review and approval of the final documents.

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The applicant proposes to modify the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to provide the regulatory framework to subdivide the subject property into six commercial lots, amend the list of permitted uses allowed for the PCD, and establish the review process for temporary uses and special events.

The staff report is attached for additional information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-3	Ord. No. 2017-3.pdf
2.	Staff Report	Staff Report Clark.pdf

Gwen Perney
Wayne Clark
Shannon Balmer
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/01/2017
Approved - 03/01/2017
Approved - 03/16/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

ORDINANCE NO. 2017-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fifth Amendment"); and

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

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

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Fifth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Fifth 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 Fifth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fifth 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 _____, 2017

Passed and adopted on second and final reading on the day of
_____, 2017

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

Exhibit "1"

FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between All Aboard Holdings, LLC, a Florida Limited Liability Company, D. Andrew Clark, Clark Office Building, Ltd., a Florida Limited Partnership, Lois E. Clark Trust, and the Douglas J Clark Irrevocable Trust, all located at 5111 S. Ridgewood Avenue, Port Orange, FL 32127 (collectively referenced as the "Developer"), and the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City"), (collectively the "Parties"), who hereby agree and covenant as follows:

WHEREAS, The Developer and the City previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development, recorded in Official Records Book 4550, Page 672, Public Records of Volusia County, Florida ("MDA"); and

WHEREAS, the Parties entered into that certain First Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 20, 2000 and recorded in Official Records Book 4581, Page 1194, Public Records of Volusia County Florida ("First Amendment"); and

WHEREAS, the Parties entered into that certain Second Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 17, 2001 and recorded in Official Records Book 47251, Page 1695, Public Records of Volusia County Florida ("Second Amendment"); and

WHEREAS, the Parties entered into that certain Third Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of November 22, 2002 and recorded in Official Records Book 4979, Page 4950, Public Records of Volusia County Florida ("Third Amendment"); and

WHEREAS, the Parties entered into that certain Fourth Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of September 19, 2006 and recorded in Official Records Book 5923, Page 2515, Public Records of Volusia County Florida ("Fourth Amendment"); and

WHEREAS, pursuant to the MDA and subsequent amendments thereto, the Developer has developed that certain property referenced as the PCD Property, shown on **Exhibit "A"** and made apart hereof by reference hereinafter "PCD Property";

WHEREAS, the Developer desires to clarify certain terms set forth in the MDA as has been previously amended as set forth in this Fifth Amendment; and

WHEREAS, the Developer desires to amend the MDA and the First, Second, Third, and Fourth Amendments as applied to the PCD Property in order to replat a portion of the PCD Property (hereinafter "Fifth Amendment Project Area") and clarify the Permitted, Special, Accessory and Temporary Uses and the building setbacks of the Fifth Amendment Project Area.

NOW, THEREFORE, the parties agree as follows:

1. The premises stated above are true correct and form a material part of this Fifth Amendment.
2. Fifth Amendment Project Area. Developer intends to replat a portion of the PCD Property into 6 lots, hereinafter "Fifth Amendment Project Area.", described in **Exhibit "B"**
3. Revised Conceptual Development Plan. The Revised Conceptual Development Plan for the PCD Property is shown on **Exhibit "C"**, attached hereto and by reference made a part hereof ("Revised CDP"). Parcel #1 on the Revised CDP is not subject to the modifications set forth in this Fifth Amendment.
4. Subdivision of Fifth Amendment Project Area:
 - A. The Fifth Amendment Project Area proposed lot layout is depicted on the Conceptual Replat Plan of the Revised Conceptual Development Plan for the Clark Professional Center and Wedding Chapel (Plat) attached hereto as **Exhibit "D."** Lot dimensions shall be set forth on the plat as required by law. The platted lots shall be exempt from the LDC minimum lot size and width requirements. Concurrently with the recording of the Plat the Owner/Developer shall record in the Public Records of Volusia County, Florida, a Declaration of Covenants Restrictions and Easements for the Clark Professional Center and Wedding Chapel PCD and a Reciprocal Easement Agreement (REA) benefitting each platted lot within the Fifth Amendment Project Area and providing legal access, cross access, parking and drainage rights. Platted lots shall not be required to be contiguous to a vehicular public right of way.
 - B. All lots within the subdivision shall have non-vehicular access to a street dedicated to public use which has been accepted for maintenance by Volusia County, the City of Port Orange, or the Florida Department of Transportation. Where the lots in the proposed subdivision are not adjacent to a public street with vehicular access, the Developer shall provide vehicular access and pedestrian access easements across the respective lots within

the plat for property owner access, and for government and utility services in accordance with the requirements set forth herein and the resolutions of the city.

5. **Permitted Uses within 5th Amendment Project Area:**

A. Permitted Uses, Permitted Uses with Special Development Requirements, and Special Exception Uses shall be those allowed in the City of Port Orange's Ridgewood Development (RD) Zoning District, as may be amended from time to time, including the following uses:

- Cultural facilities
- House of Worship/Wedding Chapel
- Caretaker's Residence
- Wedding Gazebo
- Off-Site Parking

B. The location of off-site parking spaces shall adequately serve the use for which they are intended. The following factors shall be considered:

- I. Proximity of the off-site parking spaces to the use that they will serve.
- II. Ease of pedestrian access to the off-site parking spaces.
- III. Whether the off-site parking spaces are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.
- IV. The location of off-site parking spaces shall not create unreasonable hazards to pedestrians, hazards to vehicular traffic, traffic congestion, and interference with access to other parking spaces in the vicinity.
- V. The developer shall furnish a written agreement or attach off-site parking by deed to the parcel to which such parking is designed to serve, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.

C. Outside storage or display of equipment, materials, vehicles, boats, or homes for sale are prohibited for any permitted use.

6. **Prohibited Uses within the 5th Amendment Project Area:**

- Auction houses
- Convenience stores with or without fuel operations
- Fortunetellers, astrologers, and palm readers
- Greenhouses and nurseries (wholesale and retail)
- Manufacturing, fabrication
- Manufacturing, limited
- Mini warehouses
- Motor vehicle repair facilities
- Motor vehicle service centers
- Motor vehicle service stations
- Multi-family dwellings
- Pawn shops
- Retail home building materials

- Taxidermy
- Wholesalers and distributors

7. Special or Temporary Uses within 5th Amendment Project Area.

- A. Special or Temporary Uses including, but not limited to, Fairs, Carnivals, Farmers Markets, Seasonal Parking Lot Sales & Events (Halloween, Christmas, Bike Week, Speedweeks, etc.), Charitable Events, Running/Walking Events, Outdoor Boat or RV Sales, Sidewalk Sales, Car Shows, Indoor/Outdoor Music Events, Art Shows and similar events. Temporary Uses shall be permitted in accordance with the requirements in the LDC and Code of Ordinance for a “Special Event Permit” which shall be reviewed and approved by the Administrative Official.
- B. Outdoor display is allowed as part of an approved Special Event Permit

8. Parking within 5th Amendment Project Area.

- A. Parking shall be in compliance with the requirements in the LDC or the Clark Professional Center and Wedding Chapel MDA and Amendments 1-4 unless modified herein.
- B. Parking Requirements shall be in compliance with the requirements in the LDC except as listed below:
 - I. Medical/Professional Office – 1 space/250SF
 - II. Chapel & Reception Hall - 1 space/3 seats within the main area. A reduction in the total number of required parking spaces is allowed for these two uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap and the parking complies with this agreement.
- C. Prior to the recording of the Replat of the Fifth Amendment Project Area, a recorded Reciprocal Easement Agreement (REA) shall provide shared parking for the benefit of platted lot owners for Lots 1, 2, 3, 4, 5, and 6 within the Fifth Amendment Project Area Project. The shared parking will be located on platted lots within the Fifth Amendment Project Area Project but said shared parking may be located on a different platted lot from the lot on which the improvements are located.
- D. Prior to any development on Lot 3, the property owner of Lot 3 shall demonstrate that the required parking for Lots 1-2 and 4-6 is met according to the Agreement and the LDC.

9. Dimensional Requirements within 5th Amendment Project Area.

- A. Dimensional Requirements:
 - Maximum Building Coverage: 35%
 - Minimum Open Space: 30%
 - Minimum Building Setbacks:
 - Front Yard (Lot1-3, 5 & 6): 12 feet
 - Front Yard (Lot 4): 10 feet
 - Side Yard: 10 feet
 - Rear Yard: 10 feet
 - Maximum Height: 45 feet
 - Covered Walkway Between Lots 1 and 2. The covered walkway between Lots 1 and 2 can remain as shown on the Conceptual Development Plan.

10. Section 7 of the Agreement, Property Owners Association is further amended as follows:

Should the Property ever come to be subdivided, in lieu of a Property Owners Association, the Developer shall enter into an agreement to govern the continued and perpetual maintenance of certain common facilities on or otherwise serving the entire Property, including but not limited to common areas, drive aisles, parking areas, utilities, and stormwater facilities ("Common Facilities") in accordance with the LDC, this Agreement and an instrument entitled "Easements with Covenants and Restrictions Agreement ("ECR") to be approved by the City and recorded prior to the recording of the plat. The ECR shall provide for the necessary and required operation, repair and maintenance of the Common Facilities serving the Property. Such ECR Agreement shall provide that each owner of a lot subject to this Ordinance will be responsible for the operation, repair and maintenance of the Common Facilities on their respective lot. The ECR agreement shall provide that in the event that a lot owner fails to properly operate, repair and maintain such facilities, the owner of Lot 2, its successors and assigns, shall have the obligation and responsibility to repair and maintain such facilities. The ECR Agreement shall also authorize liens to be placed upon property of any owner who fails to comply with provisions of the said ECR Agreement and shall authorize the owner of Lot 2 to enforce these provisions if a lot owner fails to properly operate, repair and maintain the common facilities on their respective lot.

11. Effective Date. This Fifth Amendment shall be effective on the date it is executed by all parties.
11. Recordation. This Fifth Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
12. Full Force and Effects. The MDA, and its First, Second, Third and Fourth Amendments shall remain in full force and effect except with respect to those matters specifically amended by this Fifth Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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: _____

Donald O. Burnette, Mayor

Printed Name: _____

Printed Name: _____

Attest _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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 _____, 2017, 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 an oath.

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

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

DEVELOPER:

All Aboard Holding, LLC, A Florida Limited Liability Company

By: _____
D. Andrew Clark, Manager

Date: _____, 2017

D. Andrew Clark

By: _____
D. Andrew Clark, Owner

Date: _____, 2017

Clark Office Building, Ltd., a Florida Limited Partnership

By: _____
D. Andrew Clark, President of All Aboard Corp., a Florida Corporation, Its General Partner

Date: _____, 2017

Clark Professional Center Condo Association, Inc.

By: _____
D. Andrew Clark, President

Date: _____, 2017

Douglas J. Clark Irrevocable Trust

By: _____
D. Andrew Clark, Co-Trustee

Date: _____, 2017

By: _____
Lois Clark Loesch f/k/a Lois E. Clark,
Co-Trustee

Printed Name: _____

Lois E. Clark Trust

Printed Name: _____

By: _____
Lois Clark Loesch f/k/a Lois E. Clark,
Trustee of the Lois E. Clark Trust

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by D. Andrew Clark, as manager of All Aboard Holdings, LLC, individually, as president of All Aboard Properties, as president of Clark Professional Center Condo Association Inc. and as co-trustee of the Douglas J. Clark Irrevocable Trust He ☐ is personally known to me OR ☐ produced _____ as identification.

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by Lois Clark Loesch f/k/a Lois E. Clark, as Trustee of the Lois E. Clark Trust and as Co-Trustee of the Douglas J. Clark Irrevocable Trust She ☐ is personally known to me OR ☐ produced _____ as identification.

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

EXHIBIT "A" (PCD PROPERTY)

LEGAL DESCRIPTION:

ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,

TOGETHER WITH:

THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TOGETHER WITH :

LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH:

ALL OF LOT 1 AND LOT 2, AND THE NORTH 20 FEET OF LOT 3, BLOCK 3, NORWOOD, ACCORDING TO THE PLAT OF SAID NORWOOD SUBDIVISION FILED AND RECORDED IN MAP BOOK 5, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS AND ACCRETIONS THERETO,

TOGETHER WITH:

THE EAST 59 FEET OF LOT 4, BLOCK 3, NORWOOD SUBDIVISION, AS PER THE MAP THEREOF RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOT 1 OF ALLAN PARK MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH ANY RIPARIAN RIGHTS THEREOF.

EXHIBIT "B" (5TH AMENDMENT PROJECT AREA)

LEGAL DESCRIPTION:

ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,

TOGETHER WITH:

THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TOGETHER WITH:

LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH:

LOT 1 OF ALLAN PARK MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH ANY RIPARIAN RIGHTS THEREOF.

EXHIBIT "C"

HALIFAX RIVER

RIVERSIDE DRIVE (60' RW)

KATHERINE STREET (75' RW)

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REVISIONS		
DATE	DESCRIPTION	
10-31-14	CITY COMMENTS	

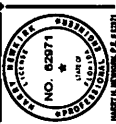


 NEWKIRK ENGINEERING	1370 North 121st, Suite 204 Oremont Beach, Florida 32174 Phone (321) 239-1760 NewkirkEngineering.com	Certificate of Authorization No. 26228 © 1913	Civil Engineering Land Development Construction Engineering & Inspection
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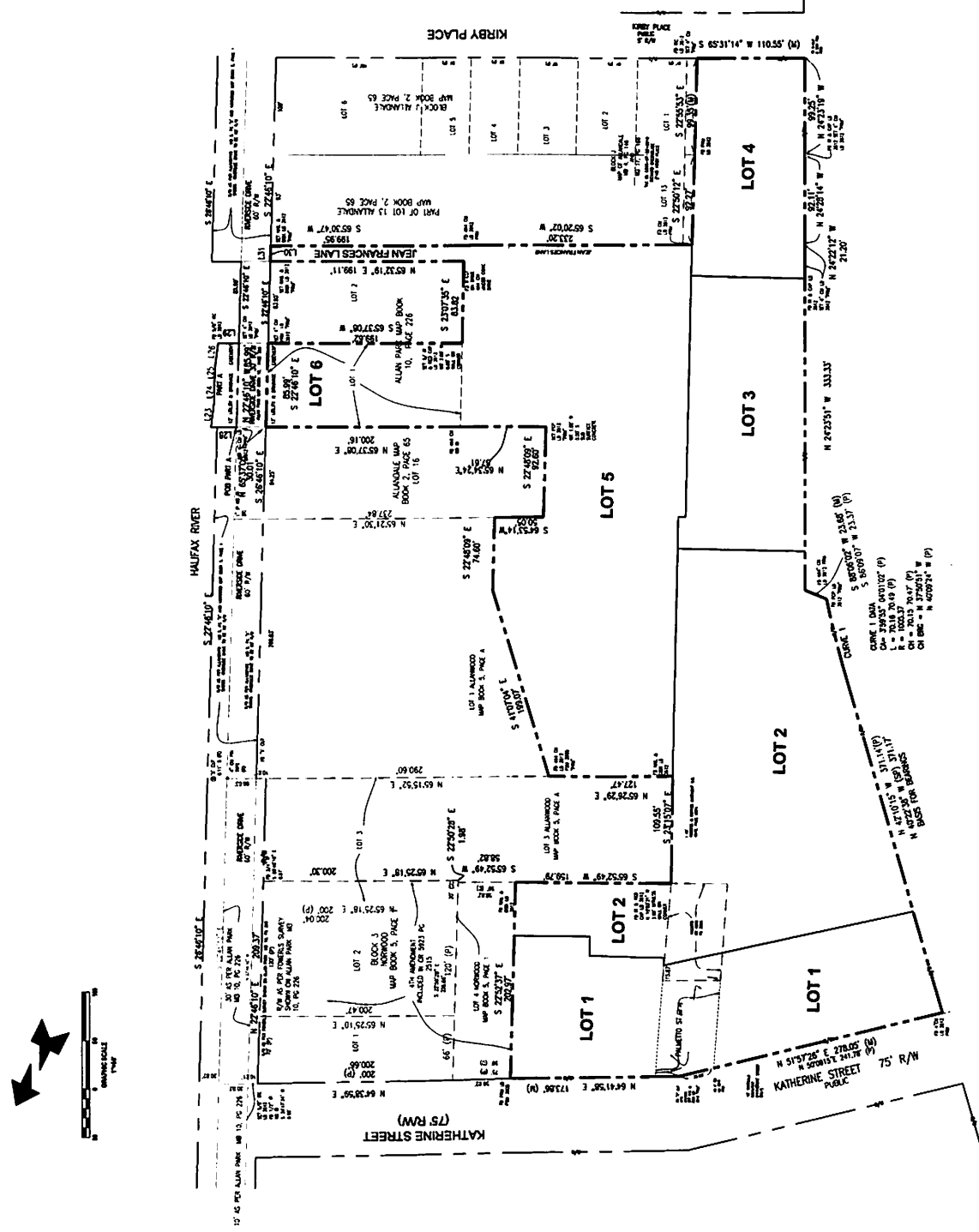
Under the bill, non-union employees who are not represented by a union would be prohibited from joining a union. The bill also prohibits the National Labor Relations Board from ordering employers to bargain with non-union employees.

CONCEPTUAL REPLAT PLAN
CLARK PROFESSIONAL CENTER
AND WEDDING CHAPEL
PORT ORANGE, FL 32129



PROJECT No	2016-210
DATE:	SEPTEMBER 2016
DESIGN BY:	HHH
DRAWN BY:	DAB
CHECKED BY:	HHH
SCALE:	1"=60'
DRAWING NUMBER	

2





STAFF REPORT

5th AMENDMENT TO THE MDA & CDP FOR THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PCD

CASE NO. 16-40000006

REQUEST:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD)
LOCATION:	5111 Ridgewood Ave. (See – Figure 1)
OWNER:	All Aboard Holdings, LLC, D. Andrew Clark, Clark Office Building, Ltd., Clark Professional Center Condo Association Inc., and the Douglas J. Clark Irrevocable Trust
APPLICANT:	D. Andrew Clark
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
PLANNING COMMISSION:	February 23, 2017, Recommended Approval
CITY COUNCIL:	March 28, 2017

Revision to the 5th Amendment

At the December 15, 2016 meeting, the Planning Commission recommended approval of the 5th Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD). Prior to the 5th Amendment going before the City Council, the applicant requested the language in the 5th Amendment regarding maintenance responsibility for the subject property be modified.

If the property identified in the 5th Amendment is subdivided, the 5th Amendment currently requires a Property Owner's Association (POA) to be established. The applicant is now requesting that if the property identified in the 5th Amendment is subdivided, the developer is required to enter into an agreement that requires the owner of Lot 2, as indicated on the CDP, to be responsible for the repair and maintenance of the common facilities (common areas, drive aisles, parking areas, utilities, and stormwater facilities) serving the property identified in the 5th amendment. The proposed approach to ensure continued maintenance of the 5th Amendment property is allowed under the Land Development Code.

There are no other proposed changes to the proposed 5th Amendment to the MDA and CDP. The following staff report and attachment are the same information and materials presented to the Planning Commission in December 2016. The only change is to Section 7 of the 5th Amendment, as described above.

DISCUSSION:

The Clark Professional Center and Wedding Chapel PCD was approved in 2000 and has been amended four times over the last 16 years. The proposed 5th Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) is to provide the regulatory framework to subdivide the subject property into six commercial lots, amend the list of permitted uses allowed for the PCD, and establish the review process for temporary uses and special events (see attached Ordinance 2017-3).

The proposed changes to the MDA and CDP are as follows.

Permitted Uses:

There are currently multiple lists of permitted uses for the PCD located in the original MDA, 2nd amendment, and the 4th amendment. This amendment would consolidate the lists of permitted uses in one section, making the MDA more user-friendly. In addition to consolidating the lists of permitted uses, the applicant proposes to include additional uses allowed in the Ridgewood Development (RD) zoning district in order to attract a wider variety of tenants to the property such as; professional offices, personal services, financial services, and restaurants.

Figure 1. Location Map:



The proposed amendment also eliminates certain uses currently allowed in the PCD that would be allowed if the PCD property was zoned Ridgewood Development (RD) zoning district. The applicant has agreed to prohibit uses such as; motel, multi-family, convenience stores with or without fuel, motor vehicle repair facilities, pawn shops, and the outdoor display of equipment, materials, vehicles, boats, RVs or mobile homes.

Special or Temporary Uses:

The proposed amendment would simplify the process for events while still maintaining an effective review process. Special or temporary uses such as fairs, carnivals, farmers' markets, seasonal parking lot sales and events (Halloween, Christmas, Bike Week, Speedweeks, etc.), charitable events, running/walking events, outdoor boat or RV sales, sidewalk sales, car shows, indoor/outdoor music events, art shows and similar events would comply with the requirements in the LDC and Code of Ordinances for "Special Events." The review and approval of special events in the PCD would be processed at the staff level, similar to how special events at the Pavilion are processed and approved.

According to the applicant, the intent of the proposed language is to streamline the process for the review of special events on the site. The applicant has indicated that minimizing the number of days for review and approval of a special event will allow for more flexibility in attracting events to the property. The subject property was developed with the intent of hosting special events as a part of its normal operations, with shared parking, open spaces, and event buildings. Because of this, the events generally would have less impact on operations, traffic circulation and adjacent businesses than a standard business having a grand opening or other occasional events from time to time. The applicant believes special events can attract people to the area that will help revitalize the Ridgewood Corridor.

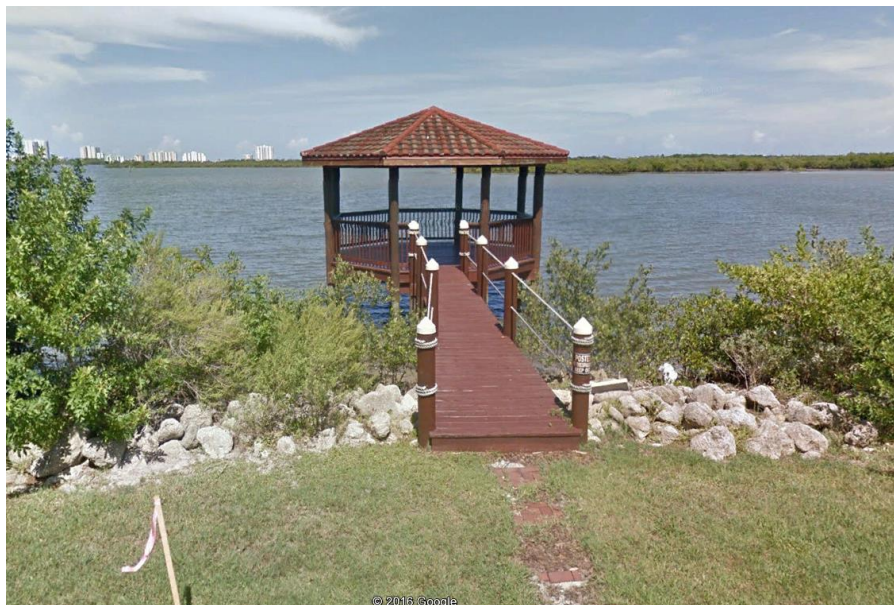
Figure 2. Subdivision Replat:



Lot Dimensions and Building Requirements:

The applicant is proposing to replat the subject site into 6 lots. The original MDA anticipated that the site would function as a cohesive multi-building development, and did not provide minimum lot width and area requirements to allow lots to be created through the platting process. The proposed amendment includes a conceptual replat exhibit in the MDA to establish the general lot width and area for the proposed 6 lots. According to the applicant, the proposed lot configuration is for financing purposes, but the 6 lots will continue to function as one cohesive site, with shared parking, stormwater and utilities. The proposed amendment would subdivide the amendment property into the following 6-lots:

1. Lot #1: Vacant lot at the southeast corner of Ridgewood Avenue and Katherine Street. Previously approved amendments indicate this lot being developed with an office building
2. Lot #2: Developed lot with an existing 3-story office building and parking lot
3. Lot #3: An improved parking lot to serve the Tavern and Wedding Chapel
4. Lot #4: Developed lot with an office building and parking lot
5. Lot #5: Developed lot with the Chapel, Tavern, Railroad car, stormwater pond, and parking area
6. Lot #6: Vacant lot fronting Halifax Drive with a gazebo on piers in the Halifax River and the potential for the construction of a covered pavilion. The applicant anticipates the pavilion to be approximately 1,600 square feet and would look similar to a picnic shelter with a roof and no walls. The pavilion is anticipated to be used for wedding receptions and could also be used for art and music events and farmers' markets if a shade structure is needed by the event holder.



The proposed amendment also provides the dimensional requirements for future development of structures on the proposed lots. The dimensional requirements for buildings is based on the dimensional requirements provided in the Ridgewood Development (RD) zoning district, and provides for the required 12-foot access, maintenance, and utility easement along the rights-of-way except for Lot 4. The existing building on Lot 4 was constructed with the required 10-foot

building setback and landscape buffer. The existing buildings and proposed lot lines comply with dimensional requirements provided in the proposed amendment.

The applicant has also modified the CDP to indicate the future location of an open air pavilion structure on the proposed Lot 6. According to the applicant, the proposed canopy structure would be used for wedding receptions and special events. The property owner would be required to get a building permit prior to construction of the pavilion, as well as meet the architectural requirements of the LDC.

The current MDA allows for shared parking between the uses on the subject property and the current parking arrangement will not change if the amendments are approved and the property is subdivided. If the PCD amendment property is replatted, the property owner will be required to record a Reciprocal Easement Agreement (REA) to ensure shared parking for the benefit of the lot owners. Language has been included in the amendment that prior to the approval of development on a lot, the property owner will need to demonstrate that the required parking for all the uses on the 6 lots can be met according to the Agreement and the LDC.

No other changes to the existing MDA or deviations from the Land Development Code (LDC) are proposed.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The subject property is designated Commercial on the City's Future Land Use Map. The original PCD zoning district and MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 2000. If approved, the proposed changes related to replatting, special events, and modifications to permitted uses in the amendment would not create any inconsistencies in the Comprehensive Plan; therefore, it is staff's determination that the proposed amended MDA is consistent with the City Comprehensive Plan.

OUTSTANDING TECHNICAL COMMENTS:

The Staff Development Review Committee (SDRC) has reviewed and has no comments on the MDA.

RECOMMENDATION:

Staff recommends **approval** of the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement, subject to:

1. Review by the City Attorney as to legal form and content.

ATTACHMENTS:

1. Ordinance No. 2017-3



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (J23) First Reading - Ordinance No. 2017-4 – Benton House Assisted Living and Memory Care Facility Small-Scale Comprehensive Plan Amendment
Case No. 16-20000003

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-4, to change the Future Land Use (FLU) designation for ± 4.88 acres from Rural Transition (0-2 units/acre) to Office/Residential Transition.

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The subject property is ± 4.88 -acres. The proposed amendment is to change the Future Land Use (FLU) designation from Rural Transition (0-2 units/acre) to Office/Residential Transition. The subject property is located at 812 Airport Road, on the west side of Airport Road, south of Whispering Woods Condominiums, and across from Creekside Middle School and Water's Edge subdivision.

If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-20SF (single-family residential) to Planned Unit Development (PUD) and establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop an 88-bed Assisted Living Facility (ALF) and Memory Care Facility. The proposed development of an ALF and Memory Care Facility is consistent with the proposed Office/Residential Transition Future Land Use designation which allows for the development of office and institutional uses. Public facilities including roads, sewer, water, drainage, parks, and schools have been analyzed and have adequate capacity to accommodate the proposed amendment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-4	Ord. No. 2017-4.pdf
2.	Staff Report	Staff Report_Benton House ALF_FLUA.pdf

Penelope Cruz
Wayne Clark

Created/Initiated - 02/24/2017
Approved - 02/24/2017

Margaret Roberts

Approved - 03/16/2017

Shannon Balmer

Approved - 03/16/2017

Alan Rosen

Approved - 03/16/2017

Robin Fenwick

Final Approval - 03/17/2017

ORDINANCE NO. 2017-4

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
FROM RURAL TRANSITION (0-2 UNITS/ACRE) TO
OFFICE/RESIDENTIAL TRANSITION (+4.88 ACRES);
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 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Rural Transition to Office/Residential Transition for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, 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

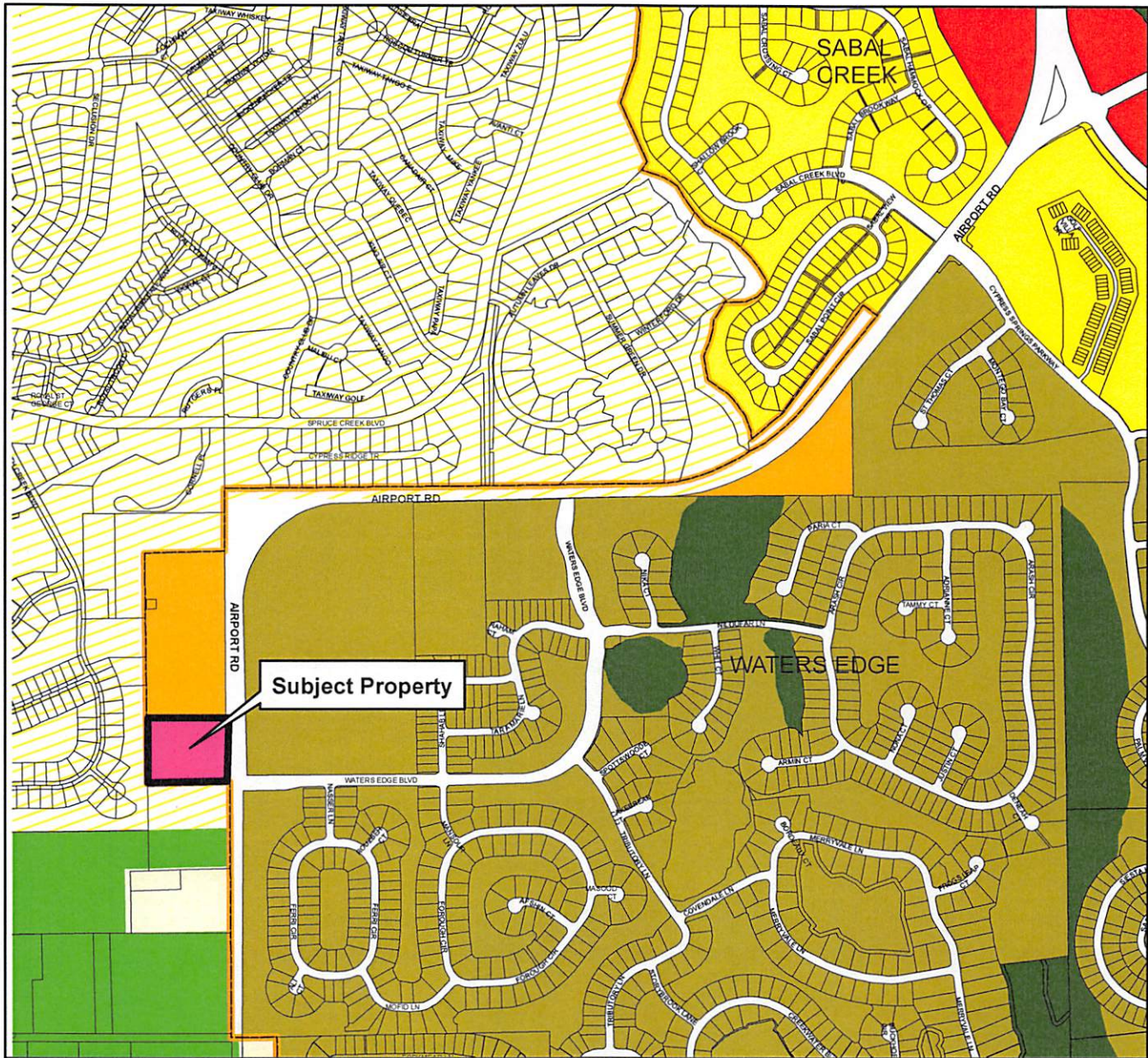
EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT B



- | | |
|---|---|
|  Conservation |  Commercial |
|  Rural Transition (0-2 Units/Acre) |  VC Agriculture Resource |
|  Suburban Residential (2-4 Units/Acre) |  VC Rural |
|  Urban Medium Density Residential (4-8 Units/Acre) |  VC Urban Low Density |
|  Office/Residential Transition (Up to 10 Units/Acre) | |



Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use
Amendment/Benton House
CASE NO. 16-20000003

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 4.88 acres from <i>Rural Transition</i> (0-2 units/acre) to <i>Office/Residential Transition</i> .
LOCATION:	812 Airport Road (Figure 1 - Location Map)
APPLICANT:	Roger W. Strcula, PE, Upham, Inc.
PROPERTY OWNERS:	Bipin and Kala Rama
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	March 23, 2017

INTRODUCTION

The subject property is ± 4.88 -acres. The proposed amendment is to change the Future Land Use (FLU) designation from *Rural Transition* (0-2 units/acre) to *Office/Residential Transition*. The subject property is located at 812 Airport Road, on the west side of Airport Road, south of Whispering Woods Condominiums, and across from Creekside Middle School and Water's Edge subdivision.



If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-20SF (single-family residential) to Planned Unit Development (PUD) and establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop an 88-bed Assisted Living Facility (ALF) and Memory Care Facility. The proposed development of an ALF and Memory Care Facility is consistent with the proposed *Office/Residential Transition* Future Land Use designation which allows for the development of office and institutional uses.

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 except for a small storage shed on the east side of the property. The surrounding land use, Future Land Use, and Zoning are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Whispering Woods Condominiums	Urban Medium Density Residential (4-8 units/acre)	PUD
South	Single-family	Volusia County Urban Low Intensity	Volusia County A-1
East (across Airport Rd.)	Creekside Middle School and Water's Edge Subdivision	Rural Transition (0-2 units/acre)	GPU PUD
West	Spruce Creek Fly-In Subdivision	Volusia County Urban Low Intensity	Volusia County PUD

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable intensity (Table 3).

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

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Rural Transition (0-2 units/acre)	4.88	0	- 4.88
Office/Residential Transition	0	4.88	+4.88
TOTAL ACREAGE	4.88	4.88	0

The *Office/Residential Transition* (ORT) designation is intended to provide a buffer between low-density residential areas and high density or commercial uses. It will accommodate a mix of uses, such as offices uses, retail sales, personal services, multi-family developments, adult care/retirement facilities and institutional uses. The Floor Area Ratio (FAR) for this designation is 1.5. The FAR is defined as the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

According to the Comprehensive Plan, the Office/Residential Transition designation allows the following development options:

1. 100% of the subject property to be developed with office, institutional, or adult care/retirement facilities uses.
2. 75% of the subject property to be developed with office, institutional uses, or adult care/retirement facilities and the remaining 25% of the subject property to be developed with commercial uses; or
3. 75% of the subject property to be developed with office, institutional uses, or adult care/retirement facilities and the remaining 25% of the subject property to be developed with residential uses at a density up to 10.0 units/acre.

Although the proposed development is referred to as an ALF and Memory Care Facility, it actually functions as a nursing home because of the communal dining facility; therefore it cannot be developed under a multi-family FLU, and the ORT designation is the lowest intensity and most appropriate FLU designation for the proposed development.

According to State law, all allowable development options are to be included in the analyses for the proposed FLU Amendment. Tables 3 and 4 provide an analysis based on 100% of the subject property to be developed with office, institutional, or adult care/retirement facilities uses along with the proposed development (88-bed ALF and Memory Care Facility) in the PUD rezoning application being processed concurrently with this FLU amendment. Exhibit E provides an analysis of the three development options for the Office/Residential Transition designation as required by State law.

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

	Current FLU	Proposed FLU	Net Change in FLU	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
	[Theoretical Max DU/sq.ft.]				
Rural Transition (0-2 units/acre)	9 DU	0	-9 DU	0	-9 DU
Office/Residential Transition (FAR 1.5**)	0	318,599 sq.ft. (100%)	+318,599 sq.ft.	+58,800 sq.ft.	+58,800 sq.ft.
TOTAL	9 DU	318,599 sq.ft. (100%)	-9 DU +318,599 sq.ft.	+58,800 sq.ft.	-9 DU +58,800 sq.ft.

Notes: *No residential dwelling units (DU) are proposed. A rezoning application is being proposed concurrently with the proposed FLU application for an 88-bed Assisted Living and Memory Care Facility; however, State law requires an analysis of all theoretical maximum impacts allowed by the proposed FLU.

**Floor Area Ratio (FAR) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

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 | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (Theoretical Max.)	Proposed Future Land Use (Theoretical Max.)	Net Change (Theoretical Max.)	Proposed Development (Actual)	Net Change (Actual)
Dwelling Units/Square-footage	9 DU	12 DU* (25%) 239,144 sq.ft. (75%) or 318,599 sq.ft. (100%)	+3 DU* +239,144 sq.ft. or +318,599 sq.ft.	+58,800 sq.ft. (88 bed ALF)	-9 DU +58,800 sq.ft.
P.M. Peak Hour Trips/Daily Trips ²	9/86	254 / 1,931 or 322 / 2,421	+245 / +1,845 or +322 / +2,421	19 / 241	+10 / +155
Sanitary Sewer (gallons/day) ³	1,440	25,834 or 31,860	+24,394 or +30,420	5,880	+4,440
Potable Water (gallons/day) ⁴	1,620	26,074 or 31,860	+24,454 or +30,240	5,880	+4,260
Solid Waste (lbs./day) ⁵	65	2,478 or 3,186	+2,413 or +3,121	588	+523
Recreation/Open Space ⁷	0.14	0.19 or n/a	+0.05 or -0.14	n/a	-0.14

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 9th Edition: 2.74 Daily Trips per bed; 0.22 P.M. Peak Hour Trips per bed; (used for theoretical max analysis: 7.6 Daily Trips per 1,000 sq.ft; 1.01 P.M. Peak Hour Trips per 1,000 sq.ft.), Nursing Home (620); 1.02 PM peak hour trip per unit and 9.52 daily trips per unit, Single-family (210)
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 is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person); n/a for non-residential development

The proposed amendment results in increased impacts to public infrastructure based on theoretical maximum impact analysis.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Office/Residential Transition* FLU designation could generate an additional ±322 P.M. peak hour trips and an additional ±2,421 daily trips based on the theoretical maximum development analysis. However, based on the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility, the proposed use is anticipated to generate ±19 PM peak hours trips and ±241 daily trips.

According to the latest traffic counts for Airport Road, Pioneer Trail, Williamson Boulevard, and Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan for this property will be required to comply with the City's concurrency management requirements.

Table 1. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Airport Road – Pioneer Trail to Williamson Blvd.	E	33,300	7,690	25,610	23.09%
Pioneer Trail - Airport-Turnbull Bay Rd.	E	13,640	3,730	9,910	27.35%
Williamson Blvd. – Spruce Creek Bridge to Airport Rd.	D	37,970	17,430	20,540	45.90%
Williamson Blvd – Taylor Rd. to Spruce Creek Bridge	E	37,970	20,550	17,420	54.12%
Taylor Road - Williamson Blvd. to I-95 (at Dunlawton Ave.)	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030). The Applicant has identified in the Benton House MDA and CDP the additional right-of-way to be dedicated to Volusia County for widening of Airport Road. The additional right-of-way will be dedicated to Volusia County at the time the property is developed. The widening of Airport Road is not listed on the County's 5-year Road Program or the 2040 River to Sea TPO's Long Range Transportation Plan; however, the County continues to plan for Airport Road to be 4-lanes in the future.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would generate a net increase of 30,420 gallons of waste water per day based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility is anticipated to generate a net increase of 4,440 gallons of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would demand a net increase of 30,240 gallons of potable water per day based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and

Memory Care Facility is anticipated to demand a net increase of 4,260 gallons of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate a net increase of 3,121 pounds per day of solid waste based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility is anticipated to generate a net increase of 523 pounds per day of solid waste.

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.

RECREATION AND OPEN SPACE

There is no anticipated impact to the City's recreational facilities or parkland from the proposed FLU amendment. The development of this property with non-residential uses would not require additional parkland or recreation facilities. Nonetheless, according to the City's 2016 Concurrency Management Report, the City has an excess of 67 acres of parkland beyond the currently adopted level-of-service requirement.

SCHOOLS

The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review (Exhibit D).

ENVIRONMENTAL CONDITIONS

According to the environmental analysis conducted by Ecological Consulting Solutions, Inc., the subject property is primarily unimproved pasture. A small area of forested habitat is present on the southwest corner of the property that consists of sweetgum, laurel oak and cabbage palm. A very small stand of sapling sweetgum trees is present on the southeast portion of the property. There are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent 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 category meets the locational criteria for the *Office/Residential Transition* FLU designation of being located adjacent to residential areas, to provide for an appropriate mix of uses and as a means to keep intensive commercial uses at major intersections. 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 located on Airport Road and is adjacent to a multi-family condominium to the north, a middle school to the east, and single-family homes to the west, south and east (across Airport Road), (see Table 1 – page 2).

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

Staff finding: The proposed amendment is anticipated to have no impact on recreation and public school facilities and increase impacts on roadways, potable water, sanitary sewer, and solid waste; however, capacity exists to serve the projected increases from the proposed development.

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 does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact 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 adjacent to existing development, with access to existing infrastructure.

PUBLIC NOTICE

In December 2016, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *New-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*, and authorizing staff to send the amendment to the required review agencies.

ATTACHMENTS:

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – SJRWMD Potable Water Availability Worksheet
- Exhibit D – School District Review Letter
- Exhibit E – Complete Analysis of Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

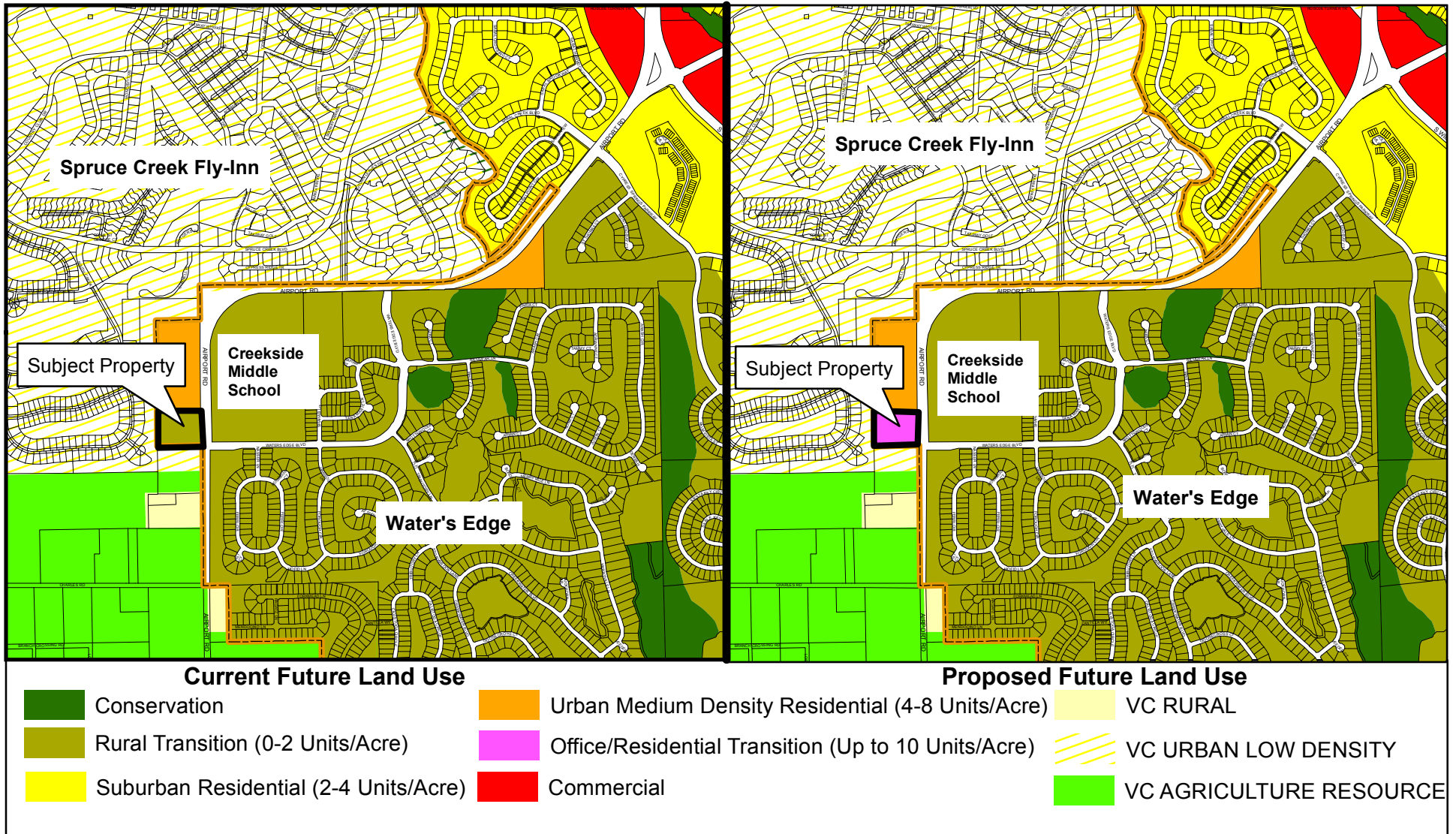


EXHIBIT A

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



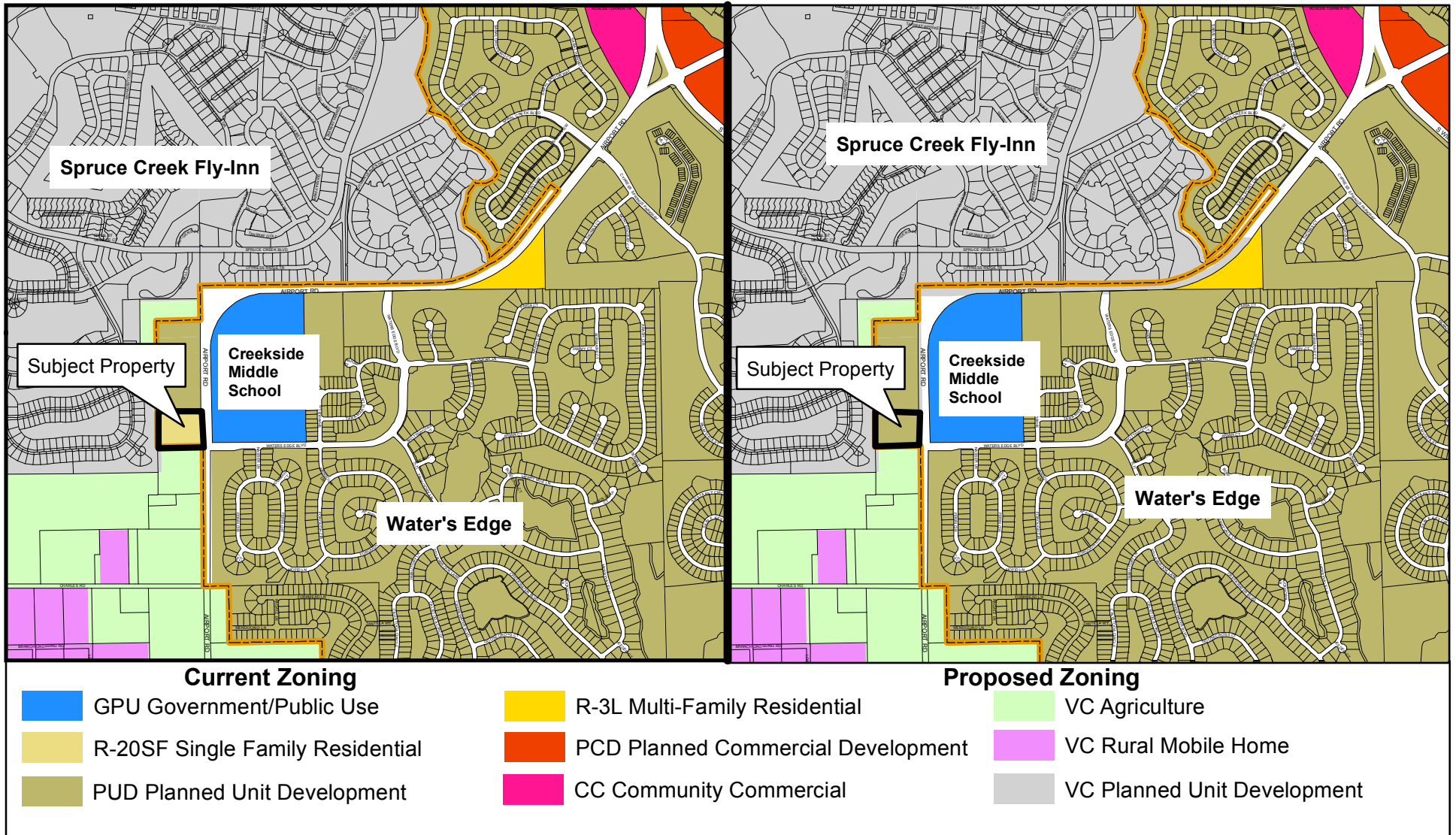


EXHIBIT B

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: February 2017 Case No. 16-20000003 (Benton House ALF and Memory Care Facility)
 Contact name: Penelelope Cruz / Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____
 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments
 Reserved capacity: 0.014 MGD (Based on a estimated 77 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.11 MGD - based on 39,523 ELUs at 180 GPD/ELU.

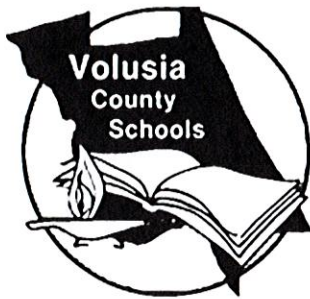
4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.62</u>
B. Consumption in the previous calendar year:	<u>5.98</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.46</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

Exhibit D

School Board of Volusia County

Mrs. Linda Costello, Chairman
Mrs. Ida White, Vice-Chairman
Mrs. Linda Cuthbert
Dr. John Hill
Mrs. Melody Johnson

01 February, 2017

Mr. Roger W. Strcula, PE
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174

RE: Benton House ALF – City of Port Orange
School Concurrency Case #16-12-12-001-NI

Dear Mr. Roger Strcula:

District staff has reviewed the project information for a proposed Assisted Living and Memory Care facility on a 4.88+/- acre parcel located at 812 Airport Road in the City of Port Orange. The Comprehensive Plan amendment seeks to change the Land Use designation from Rural Transition to Office/Residential Transition (ORT) and rezone from R-20F to PUD. The PUD master development agreement provides for the creation of an assisted living facility and memory care unit of up to 88 units. The applicant has provided a copy of the building plan and resident agreement both of which support the fact that this will be a residential medical facility not a residential community. This type of facility will not require a school concurrency certificate as it does not impact the public school district.

This letter serves to provide the appropriate jurisdiction and the applicant with documentation that the project has been reviewed and evaluated by the school district and is considered a project of no impact for school concurrency purposes.

Should there be any additional questions or you 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
Penelope Cruz, City of Port Orange
Kelsi Horton, Upham, INC
Project File

Exhibit E

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

	Current FLU	Proposed FLU	Net Change in FLU	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
	[Theoretical Max DU/sq.ft.]				
Rural Transition (0-2 units/acre)	9 DU	0	-9 DU	0	-9 DU
Office/Residential Transition					
Option 1: 100% office/institutional (FAR 1.5**)	0	318,599 sq.ft. (100%)	+318,599 sq.ft.	+58,800 sq.ft.	+58,800 sq.ft.
Option 2: 75% office/institutional /25% commercial (FAR 1.5)	0	239,144 sq.ft. (75%) 79,715 sq.ft. (25%)	+239,144 sq.ft. +79,715 sq.ft.		
Option 3: 75% office/institutional (FAR 1.5); 25% residential at 10 units/acre	0	12 DU* (25%) 239,144 sq.ft. (75%)	+3 DU* +239,144 sq.ft.		
TOTAL	9 DU	318,599 sq.ft. (100%)	-9 DU +318,599 sq.ft.	+58,800 sq.ft.	-9 DU +58,800 sq.ft.
		239,144 sq.ft. (75%) 79,715 sq.ft. (25%)	-9 DU +239,144 sq.ft. +79,715 sq.ft.		
		12 DU* (25%) 239,144 sq.ft. (75%)	+3 DU* +239,144 sq.ft.		

Notes:

*No residential dwelling units (DU) are proposed. A rezoning application is being proposed concurrently with the proposed FLU application for an 88-bed Assisted Living and Memory Care Facility; however, State law requires an analysis of all theoretical maximum impacts allowed by the proposed FLU.

**FAR is Floor Area Ratio, which is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (J24) First Reading - Ordinance No. 2017-6 – PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan, CASE NO. 16-65000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-6, to rezone ±4.88 acres from (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The applicant requests to rezone ±4.88-acres from R-20SF (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The proposed MDA and CDP would establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. If approved, the applicant intends to develop the site as an 88-bed ALF and Memory Care Facility with associated site improvements.

The proposed Benton House PUD is located on the west side of Airport Road, south of the Whispering Woods Condominiums and across the street from Creekside Middle School and the Water's Edge subdivision.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-6	Ord. No. 2017-6.pdf
2.	Staff Report	Staff Report_BentonHousePUD.pdf

Penelope Cruz
Wayne Clark
Margaret Roberts
Shannon Balmer

Created/Initiated - 02/24/2017
Approved - 02/24/2017
Approved - 03/16/2017
Approved - 03/16/2017

Alan Rosen
Robin Fenwick

Approved - 03/16/2017
Final Approval - 03/17/2017

ORDINANCE NO. 2017-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE REZONING OF $\pm$ 4.88 ACRES FROM R-20 SINGLE FAMILY RESIDENTIAL ("R-20") TO PLANNED UNIT DEVELOPMENT ("PUD") AND THE BENTON HOUSE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN LOCATED ON THE WEST SIDE OF AIRPORT ROAD, SOUTH OF WHISPERING WOODS CONDOMINIUMS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, property owner has requested the rezoning of the property consisting of approximately $\pm$ 4.88 acres from R-20 to PUD; and

WHEREAS, the City and Developer desire to enter into the Benton House Planned Unit Development Master Development Agreement (hereinafter referred to as the "MDA"); and

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

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

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed MDA; and

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

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 rezone the property consisting of approximately $\pm$ 4.88 acres located at 812 Airport Road described in **Exhibit "1"**, attached hereto, from R-20 to PUD.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Benton House Planned Unit Development Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said MDA.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2017

Passed and adopted on second and final reading on the _____ day of _____, 2017

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

EXHIBIT "1"

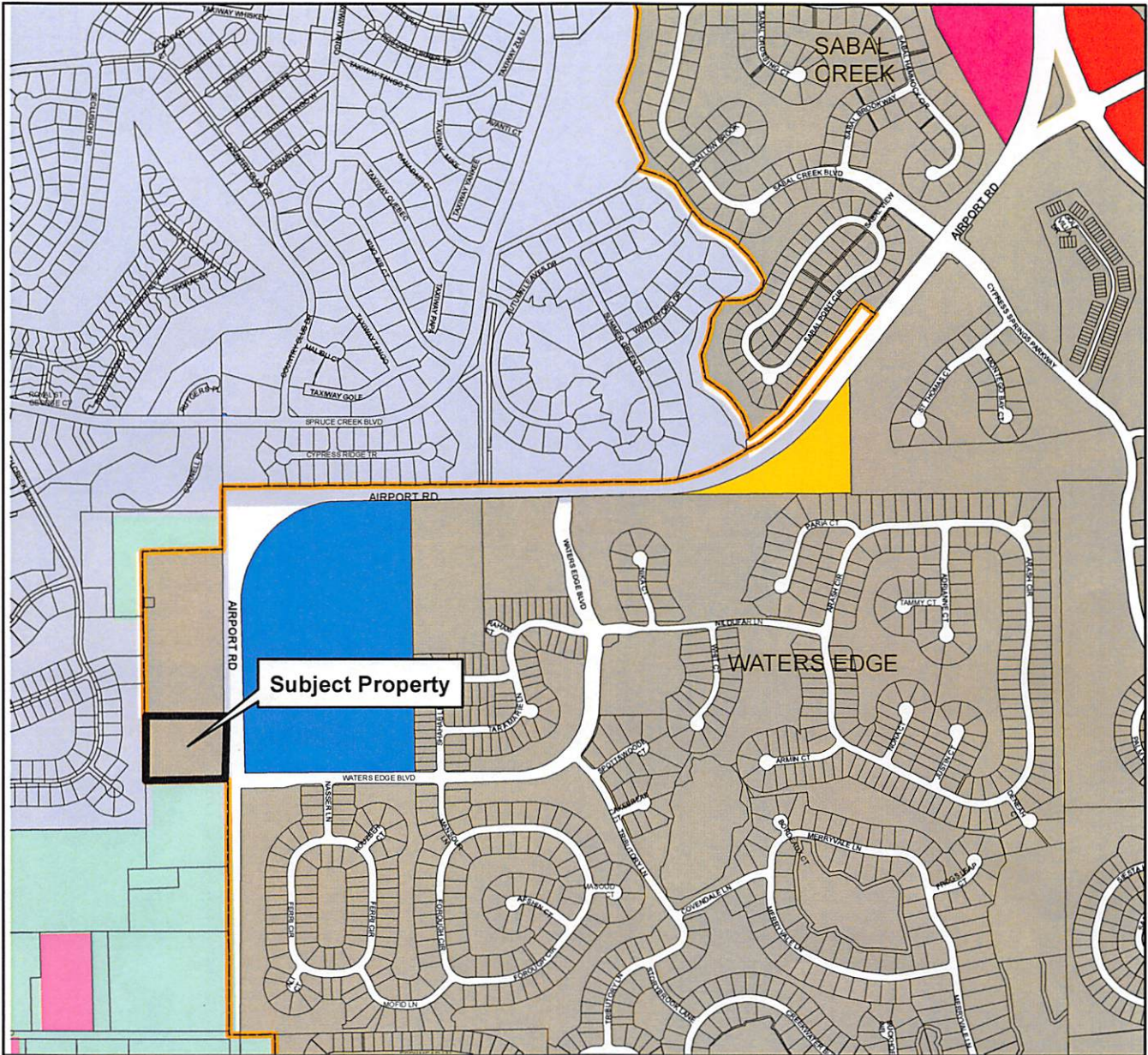
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT "2"



- | | |
|--|---|
|  GPU Government/Public Use |  VC Agriculture |
|  R-3L Multi-Family Residential |  VC Rural Mobile Home |
|  PUD Planned Unit Development |  VC Planned Unit Development |
|  CC Community Commercial | |
|  PCD Planned Commercial Development | |



Zoning
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT "3"

BENTON HOUSE PLANNED UNIT DEVELOPMENT

MASTER DEVELOPMENT AGREEMENT

The City of Port Orange, a Florida municipal corporation (the "City"), Principal Senior Living Partners IV, LLC, a Georgia limited liability company, and its successors and assigns (the "Developer" and/or "Contract Purchaser"), and Bipin and Kala Rama (the "Owners") hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "BENTON HOUSE", involves approximately 4.881 +/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the ownership of Bipin and Kala Rama, signatories to this Agreement, and will be purchased and developed by Developer. Owners and Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for said Owners and Developer. Delivery shall occur prior to approval by the City. This Agreement between the City, Owner and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Benton House PUD will provide for up to an eighty eight (88) bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. Being surrounded by a school, single-family residential neighborhoods, a multi-family development and agricultural uses, the proposed facility will be compatible with the surrounding mix of uses.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached

hereto as Exhibit “B”, for the Property which generally depicts the planned layout of buildings, driveways, parking, stormwater ponds and other planned features or improvements to the Property. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the Master Development Agreement, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Owners/Developer are not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owners/Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. PERMITTED USES

- Assisted Living Facility
- Memory Care Facility

- Accessory uses consistent with the permitted uses

The Property shall be used for up to an 88-bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. The facility shall be licensed by the Agency for Health Care Administration, as required, meeting all of the necessary criteria pursuant to current Federal, State and local laws and ordinances. Multi-family uses shall be prohibited on the Property.

5. MAXIMUM UNITS / DENSITY / INTENSITY

The total number of beds shall not exceed 88 beds. The Floor Area Ratio shall not exceed 0.27 FAR.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage: 27.0%

Minimum Open Space: 40%

Open space shall include any areas utilized for lawns, stormwater treatment and buffers not consisting of an impervious surface.

Maximum Impervious Lot Coverage: 60%

Minimum Building Setbacks:

Front (Airport Road): 75 ft.

Side: 50 ft.

Rear: 75 ft.

Minimum Landscape Buffers:

Front (Airport Road): 20 ft.

Side (North): 10 ft.

Side (South): 20 ft.

Rear: 20 ft.

Maximum Building Height: 37 ft.

7. PHASING AND SUBDIVISION

Development of the Property shall not occur in phases, and there is no intent to subdivide the Property. However, should the Property be subdivided in the future, said Property would be subject to the requirements of the LDC, and a property owners' association would be required for the purpose of maintaining the common areas.

8. INFRASTRUCTURE

On-site infrastructure improvements for potable water, sewer, reclaimed water (if available) and electricity shall be constructed on the Property in a manner consistent with the City's LDC and approved site/development plan(s). All potable water, wastewater collection system (sewer), and reclaimed water within this development shall be private. On-site stormwater management and retention facilities will be constructed in conjunction with the development of the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B". Said stormwater facilities shall be designed and built in conformance with all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof, and will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the City's LDC. In addition, a six foot (6') high CMU wall shall be placed around the perimeter of the Property in the location shown on the Conceptual Development Plan.

9. ROADS, SIDEWALKS AND CONNECTIVITY

Roads, drives and sidewalks within the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B", shall be private and shall be constructed to City standards and maintained by the Developer. Developer shall also dedicate to the County of Volusia a ten foot (10') wide right-of-way for the future widening of Airport Road. Due to the constraints of said ten foot (10') right-of-way dedication to Volusia County, the eight foot (8') wide sidewalk along

Airport Road shall be built by the Developer for public use on the Property. The sidewalk shall require a public pedestrian easement for said purpose. Maintenance and repairs of the sidewalk shall be the Owner's responsibility.

10. PARKING

Parking shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC.

11. SIGNAGE

Signage shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC and shall include, but not be limited to, monument, wall, directional and supplementary signage. A final sign plan shall be addressed as part of the development plan approval process.

12. LANDSCAPING

Landscaping and landscape buffers on the Property shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and shall comply with the requirements of the City's LDC. The final landscape plan shall be addressed as part of the development plan approval process.

13. ENVIRONMENTAL CONSIDERATIONS

Although the subject Property has been almost completely cleared of trees, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property, and the PUD shall comply with the tree preservation requirements of the City's LDC. In addition, the Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. ARCHITECTURAL DESIGN

The Development shall create a sense of permanence and place through use of quality design and building materials. The architectural design shall comply with the requirements of the City's LDC, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. An initial architectural elevation is shown in the Conceptual Development Plan attached hereto as Exhibit "B", and the final architectural design shall be addressed as part of the development/site plan approval process.

15. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Benton House PUD shall commence within three (3) years from the date of execution of this Agreement. 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 Developer and the City. Development shall be as defined by the LDC.

16. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida.

17. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.

B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the nature of the proposed amendment, and the following information to the extent applicable

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH THE LAWS

The Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, sureties and other documents required by the City Legal Department for completion of the development, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

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

19. ENFORCEABILITY

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

20. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Donald O. Burnette and Robin Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

Signed, sealed and delivered
in the presence of:

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

DEVELOPER / CONTRACT PURCHASER:

Principal Senior Living Partners IV, LLC, a Georgia
Limited Liability Company

By: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Principal Senior Living Partners IV, LLC, a Georgia Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:

Bipin and Kala Rama

Witness 1 Signature

Print Name of Witness 1

By: Bipin Rama

Witness 2 Signature

Print Name of Witness 2

By: Kala Rama

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Bipin and Kala Rama. They are personally known to me OR have produced _____ as identification.

Notary Public, State of Florida

Printed Name, Commission, Seal and Term Expiration Date

EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN

1. THE PROPOSED USE IS LIMITED TO A SENIOR LIVING AND MEMORY CARE RESIDENTIAL HOME WITH A COMMUNAL KITCHEN AND DINING AREA, AS WELL AS INDOOR ACTIVITIES AND OUTDOOR COURTYARD AREAS FOR RESIDENTS.

- | | | | | |
|-----|--|----------------------------|----------|----------|
| 2. | MAXIMUM COVERAGE | 57,4032 SF | 1,222 AC | (27.0%) |
| | BUILDING | | | |
| | PAVEMENT / SIDEWALK | 78,0392 SF | 1,414 AC | (33.0%) |
| | OPEN SPACES | 85,1752 SF | 1,532 AC | (40.0%) |
| | TOTAL SITE | 212,4052 SF | 4,882 AC | (100.0%) |
| 3. | MAXIMUM IMPERVIOUS AREA | 127,4032 SF | 2,332 AC | (60.0%) |
| 4. | MAXIMUM BUILDING HEIGHT 37' | | | |
| 5. | FLOOR AREA RATIO (52,800 / 220,317) = 0.27 | | | |
| 6. | MAXIMUM NUMBER OF BEDS | 88 | | |
| 7. | BUILDING SETBACKS | | | |
| | FRONT (AIRPORT RD) | 75' | | |
| | SIDE | 50' | | |
| | REAR | 75' | | |
| 8. | LANDSCAPE BUFFER | | | |
| | FRONT (AIRPORT RD) | 20' | | |
| | SIDE (NORTH) | 10' | | |
| | SIDE (SOUTH) | 20' | | |
| | REAR | 20' | | |
| 9. | PARKING | | | |
| | 1 SPACE PER 2 BEDS PLUS 1 SPACE PER EMPLOYEE ON LARGEST SHIFT, AMOUNT OF PARKING REQUIRED BASED ON THE NUMBER OF BEDS AND THE AMOUNT PROVIDED. PROPOSED PARKING PROVIDED IS 64 SPACES. | | | |
| 10. | REFER TO MASTER DEVELOPMENT AGREEMENT (MDA) FOR SPECIFIC CONDITIONS AND REQUIREMENTS. | | | |
| 11. | COMPLIANCE WITH THE CITY OF PORT ORANGE ENVIRONMENTAL COMPLIANCE CODE MAY NECESSITATE MODIFICATION TO THIS PLAN. | | | |
| 12. | OPEN SPACE SHALL COMPRISE ANY AREA THAT IS UTILIZED FOR LAWNS, STORMWATER TREATMENT, AND BUFFERS NOT CONSISTING OF AN IMPERVIOUS SURFACE AREA. | | | |
| 13. | THERE WILL BE NO HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE OF COMMON AREAS ON SPECIFIC RESTRICTIONS. | | | |
| 14. | PROPOSED UTILITIES USAGE | | | |
| | POTABLE WATER | 130 GPD / BED = 11,440 GPD | | |
| | WASTEWATER | 130 GPD / BED = 11,440 GPD | | |
| | RECLAIM WATER | 10,000 GPD | | |
| 15. | ALL INTERIOR POTABLE WATER, WASTEWATER COLLECTION SYSTEM AND RECLAIM WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED. | | | |



SENIOR LIVING AND MEMORY CARE

812 AIRPORT ROAD, PORT ORANGE

INDEX OF SHEETS	
SHEET No.	DESCRIPTION
1	COVER SHEET
2	CONCEPTUAL DEVELOPMENT PLAN
3	BUILDING ELEVATIONS
4-6	BOUNDARY & TOPOGRAPHIC SURVEY

[illegible]

11175 CIGERO DRIVE

PHONE: 687.297.0388

PORT ORANGE, FL 32128

UPHAM, INC.

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE: 386.672.9515
FAX: 386.673.6554

FAX: 386.673.6554

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

**80 SPRING VISTA DRIVE
DEBARY, FL 32713
PHONE : 386.753.0558
FAX: 386.753.0778**

FAX: 386.753.0778

ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD

SUITE 202
LONGWOOD, FL 32779
PHONE: 407.869.9434
FAX: 407.869.9439

FAX: 407.869.9439

CITY OF PORT ORANGE CASE NO. 16-65-000001



REVISIONS	
DATE	DESCRIPTION
1/13/17	PER I4 SCORE COMMENT
3/13/17	PER UPDATED SURVEY

[illegible]

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612 LC# 0000357

PROJECT NAME	100000
DATE	OCTOBER 8, 2011
DESIGN BY	BVRS
DRAWN BY	HUNT
CHECKED BY	BVRS
SCALE	AS SHOWN

COVER SHEET

BENTON HOUSE

812 AIRPORT ROAD

PORT ORANGE, FLORIDA



REVISIONS

DATE	DESCRIPTION
1/1/17	PERM. IN SPONGE CONCRETE
2/1/17	PERM. IN SPONGE CONCRETE

UPHAM INC.
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice 386.672.9515 • Fax 386.673.6554 • uphaminc.com

CONCEPTUAL DEVELOPMENT PLAN
BENTON HOUSE
812 AIRPORT ROAD
FORT ORANGE, FLORIDA

DOC # 4153 4.7' E. CM. W/11
MIL. ROAD SINE 12/21/1981
MICHAEL, NISSON LS 3461

NW 1/4 SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

NE 1/4 SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

NE COR. SEC. 36
DOC # 2458 STEWART & ASSO. 12-17-1986
DOC # 4153 MICHAEL, NISSON LS 3461
7.94' CM. ADJ. PAUL PHILLIPS W/MS. PHILLIPS



SW 1/4 SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

SE 1/4 SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

WHISPERING WOODS
CONDOMINIUM
ORB 4892, PG 3924-3998

AIRPORT ROAD
(R/W VARIES)

VOLUSIA COUNTY
SCHOOL PROPERTY

SW 1/4 SECTION 31
RANGE 33 EAST
TOWNSHIP 16 SOUTH

RANGE 32 EAST
RANGE 33 EAST

NW 1/4 TOWNSHIP 16
SOUTH RANGE 33 EAST
SECTION 31

DNR ID 221
DOC # 073057 SOUTHEASTERN SURVEYING
DOC # 30409 SLIGER
DOC # 4329 WALTER MIMS

SECTION 1
TOWNSHIP 17 SOUTH
RANGE 32 EAST

TOWNSHIP 16 SOUTH

SECTION 1
TOWNSHIP 17 SOUTH
RANGE 32 EAST

SHEET 1 OF 3

ABBREVIATIONS / LEGEND:

101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200

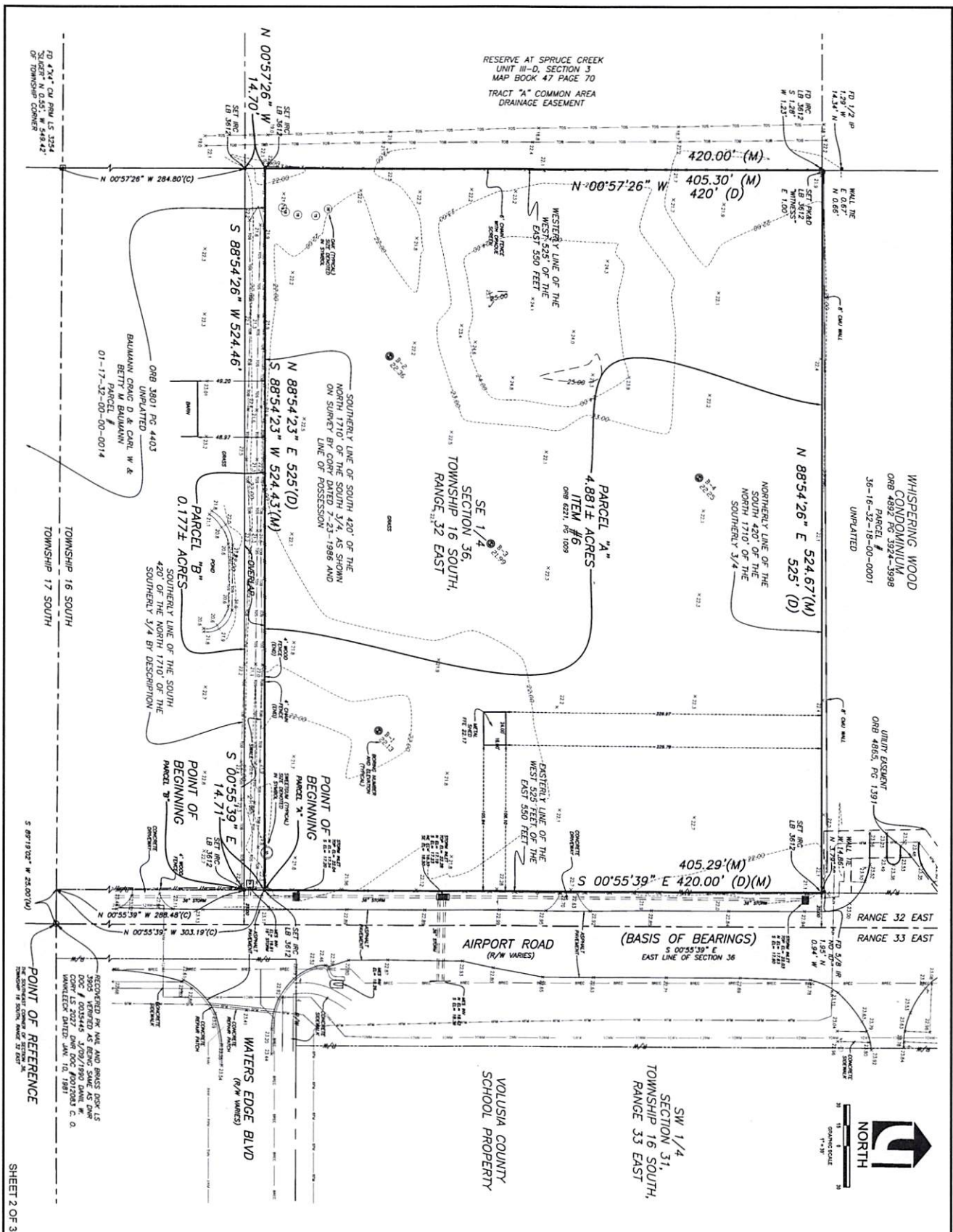
THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT THE REPORT

SURVEY MAP

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 200' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK.

SEE SHEET 3 OF 3 FOR SURVEYOR SIGNATURE

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Orlando Beach • Florida 32174
Voice 386.672.9515 • Fax 386.673.6554 • uphaminc.com
LB # 0003512 LC # 0000357



THE SOUTHER END OF THE LAND BEING DESCRIBED IS LOCATED IN THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 22 EAST, VOLusia COUNTY, FLORIDA.

PARCEL 7A

[illegible]

THE ABOVE PARCEL CONTAINS 4.8812 ACRES MORE OR LESS

[illegible]

THE ABOVE PARCEL CONTAINS 8.177± ACRES MORE OR LESS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FUND FILE No.: 377679, AGENTS FILE REFERENCE: RAMA S/T PRINCIPAL, EFFECTIVE DATE: OCTOBER 24, 2016 AT 11:00 P.M.

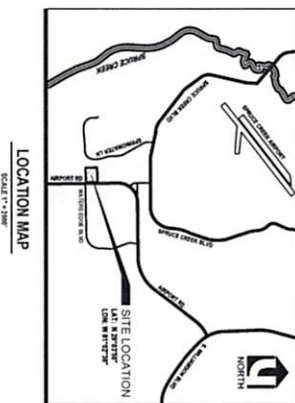
EXCEPTIONS OF SCHEDULE B-SECTION 2			
ITEM #	GENERAL DESCRIPTION	RECORD DOCUMENT PROVIDED	COMMENTS (LIMITATIONS 3a)
15	STANDARD EXCEPTIONS	-	IS NOT A SURVEY MATTER 6.4
6	ACQUISITION INFORMATION ACQUISITION FOR AERIAL VALUE	ORR 4271, 10 1899	NOTED AS SHOWN 6.1
7	PROPERTY AND LITIGAL RIGHTS	-	IS NOT A SURVEY MATTER 6.4
8	CONDUIT HIGH WATER MARK	-	IS NOT A SURVEY MATTER 6.4
9	RIGHTS OF OTHERS	-	IS NOT A SURVEY MATTER 6.4

ALTA SPECIFICATIONS:

MINIMUM REQUIREMENTS AS REQUESTED BY CLIENT

TABLE A

ITEM #	SUBJECT/COMMENT
1	WORKITEM SHOWN ON MAP
2	SEE TITLE BLOCK FOR CURRENT ADDRESS
3	SEE CONTROL NOTE #4
4	PROJECT AREA SHOWN ON MAP
5	DEMARCATION OF EXISTING BUILDING SHOWN ON MAP
6	EXISTENTIAL FEATURES OBSERVED AS SHOWN ON MAP
7	NO SHIPING EXITS ON SITE
8	NO OBSERVED EVIDENCE
9	AS SHOWN ON MAP (SEE NOTE #1)
10	NO OBSERVED EVIDENCE (SCANTY EARTHWORK ON SITE
11	
12	
13	
14	
15	
16	



1. BEARING STRUCTURE (IN 88-75-58° W) STATE PLANE FLORIDA EAST GRID ALONG EAST LINE OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 22 EAST.

- [illegible]

OLD REPUBLIC NATIONAL TITLE INSURANCE CO.

THIS IS TO CERTIFY THAT THE MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 1915 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/PLAT AND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NEPA, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 9, 10, 11 AND 16 OF TABLE "A" THEREOF. THE FIELDWORK WAS COMPLETED ON 10/25/2016.

DATE OF PLAT ON MAP: 11/22/2016
BY: WILLIAM S. HART
NOT VALID WITHOUT THE ORIGINAL
SIGNATURE AND THE RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.
FLORIDA ADMINISTRATIVE CODE 62-17.002 (2)
FSM NO. 2955

SHEET 3 OF 3

ABBREVIATIONS / LEGEND:

(C)	CALCULATED
CR	COUNTY ROAD
(D)	DESCRIPTION OR DEED
FD	FOUND
EL	ELEVATION
FDSP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FDMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
(FRP)	FUTURE RECORDED PLAT

DATE	11/22/2015
FIELD BOOK - PAGE	60 - 61
SCALE	NONE
DRAWING FILE:	31B-110

THIS REPORT IS NEITHER FULL NOR
COMPLETE WITHOUT THE MAP

SURVEY REPORT

SEE CERTIFICATION FOR
SURVEYOR SIGNATURE





STAFF REPORT

PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan
CASE NO. 16-65000001

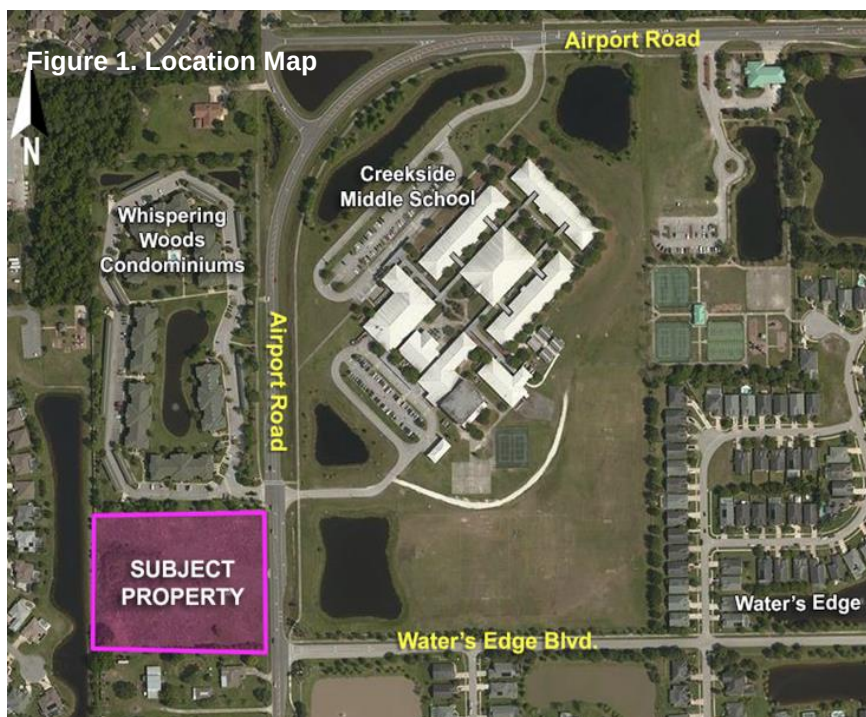
REQUEST:	Rezone ± 4.88 acres from R-20SF to Planned Unit Development (PUD) and approve the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANT:	Roger W. Strcula, PE, Upham, Inc.
PROPERTY OWNERS:	Bipin and Kala Rama
LOCATION:	812 Airport Road (Figure 1 - Location Map)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	March 28, 2017

INTRODUCTION

The applicant requests to rezone ± 4.88 -acres from R-20SF (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The proposed MDA and CDP would establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are

unable to care for themselves. If approved, the applicant intends to develop the parcel located at 812 Airport Road as an 88-bed ALF and Memory Care Facility with associated site improvements.

The proposed Benton House PUD is located on the west side of Airport Road, south of the Whispering Woods Condominiums and across the street from Creekside Middle School and the Water's Edge subdivision (Figure 1 - Location Map).



CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of ± 4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*. The proposed rezoning to PUD and the MDA and CDP are consistent with the type of land use and intensity allowed by the City of Port Orange FLU designation proposed for the property.

General infrastructure capacity for the proposed FLU amendment of the ± 4.88 acres was evaluated with the FLU amendment (Case No. 16-20000003). A detailed review of water, sewer, reclaimed water, stormwater, and traffic for the proposed development of an 88-bed ALF and Memory Care Facility will be evaluated when the site plan is submitted for the subject property.

DEVELOPMENT PROPOSAL

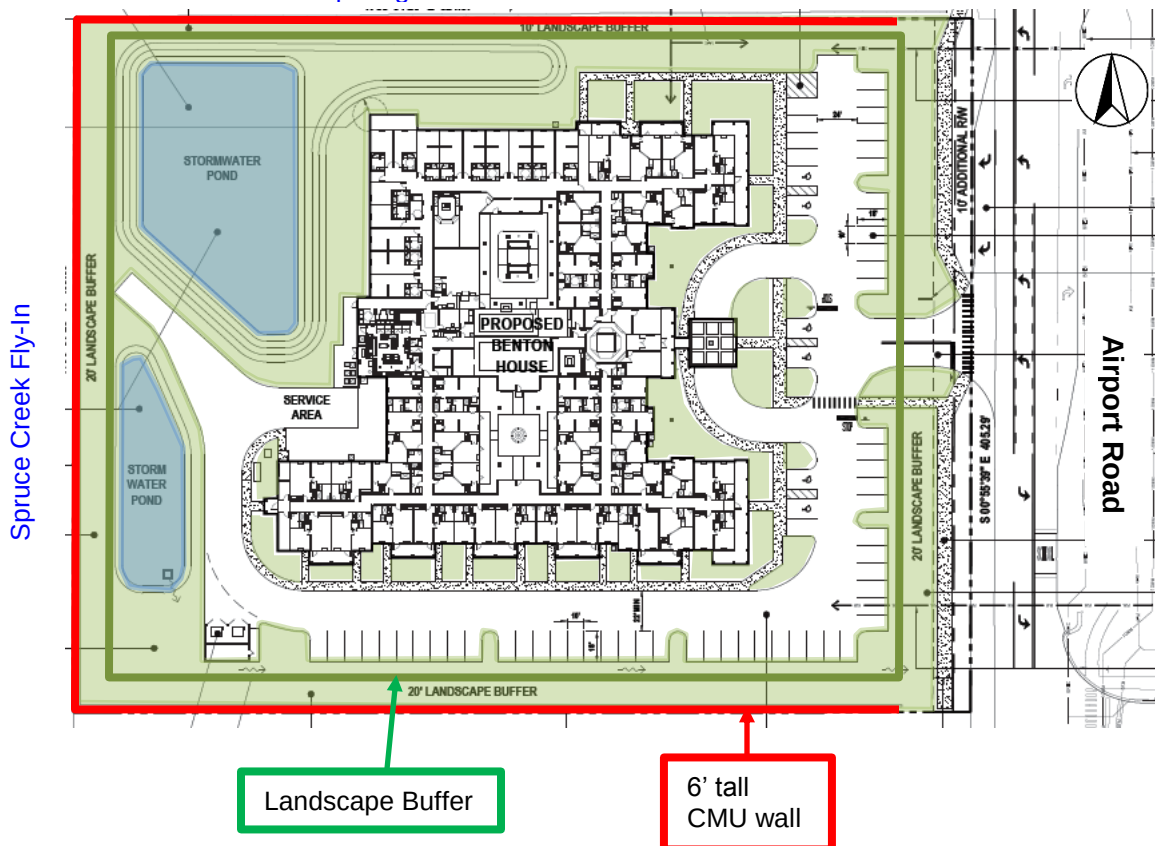
If approved, the MDA and the CDP (Exhibit C) will provide the regulatory framework for the development of the subject property. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as the use, size and development impacts.

General Layout

The Conceptual Development Plan (CDP) for this amendment shows the general lot layout for the proposed ALF and Memory Care Facility (Figure 2 of the Staff Report and Exhibit B of the MDA). The general site layout and improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA.

Figure 2. Benton House PUD Conceptual Development Plan

Whispering Woods Condominiums



Roadway and Access

The proposed development will be accessed from Airport Road. As indicated on the CDP, the developer of the property will install a right turn land and restripe the center bi-directional left turn lane between Water's Edge Boulevard and the Creekside Middle School driveway. The MDA also requires dedication of a 10'-wide strip of land along Airport Road to Volusia County for the future widening of Airport Road. The land to be dedicated for the Airport Road right-of-way is shown on the CDP. The widening of Airport Road is not listed on the County's 5-year Road Program or the 2040 River to Sea TPO's Long Range Transportation Plan; however, the County continues to plan for Airport Road to be 4-lanes in the future.

Traffic

Based on the ITE Trip Generation Manual, 9th Edition, the development of the proposed 88-bed ALF and Memory Care Facility could generate ± 19 p.m. peak hour trips and ± 241 daily trips¹. According to the latest traffic counts for Airport Road, Pioneer Trail, Williamson Boulevard, and Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan for this property will be required to comply with the concurrency management requirements in the City's LDC.

Table 1. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Airport Road – Pioneer Trail to Williamson Blvd.	E	33,300	7,690	25,610	23.09%
Pioneer Trail - Airport-Turnbull Bay Rd.	E	13,640	3,730	9,910	27.35%
Williamson Blvd. – Spruce Creek Bridge to Airport Rd.	D	37,970	17,430	20,540	45.90%
Williamson Blvd – Taylor Rd. to Spruce Creek Bridge	E	37,970	20,550	17,420	54.12%
Taylor Road - Williamson Blvd. to I-95 (at Dunlawton Ave.)	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts (most current available data)

Tree Preservation/Landscaping/Screening

The proposed development will comply with the tree preservation and landscaping requirements of the LDC. This includes the preservation of 15% of the square-footage of the overall PUD property for the protection of existing trees and perimeter buffers. On the CDP, a minimum 6'-tall screen wall is shown to be installed along the north, west, and south sides of the PUD property.

¹ 2.74 Daily Trips per bed; 0.22 P.M. Peak Hour Trips per bed, Nursing Home (620), ITE Trip Generation Manual, 9th Edition

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made from Airport Road and the adjacent development to the north.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. As a result, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review.

Architecture

The architecture of the building and accessory structures will be designed with a common architectural theme and comply with LDC requirements, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. The proposed architecture of the building is included in the MDA and is similar to the Benton House ALF and Memory Care Facility in Brunswick, GA (Figure 3). A formal review of the architecture design will occur during the site plan review process to verify compliance with the MDA and LDC.

Figure 3. Benton House in Brunswick, GA



OUTSTANDING TECHNICAL COMMENTS:

The Staff Development Review Committee (SDRC) has reviewed this project and there are no outstanding technical comments or policy issues.

RECOMMENDATION

Staff recommends **approval** of the rezoning for the Benton House PUD and the Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 16-20000003); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – Benton House PUD Master Development Agreement and Conceptual Development Plan

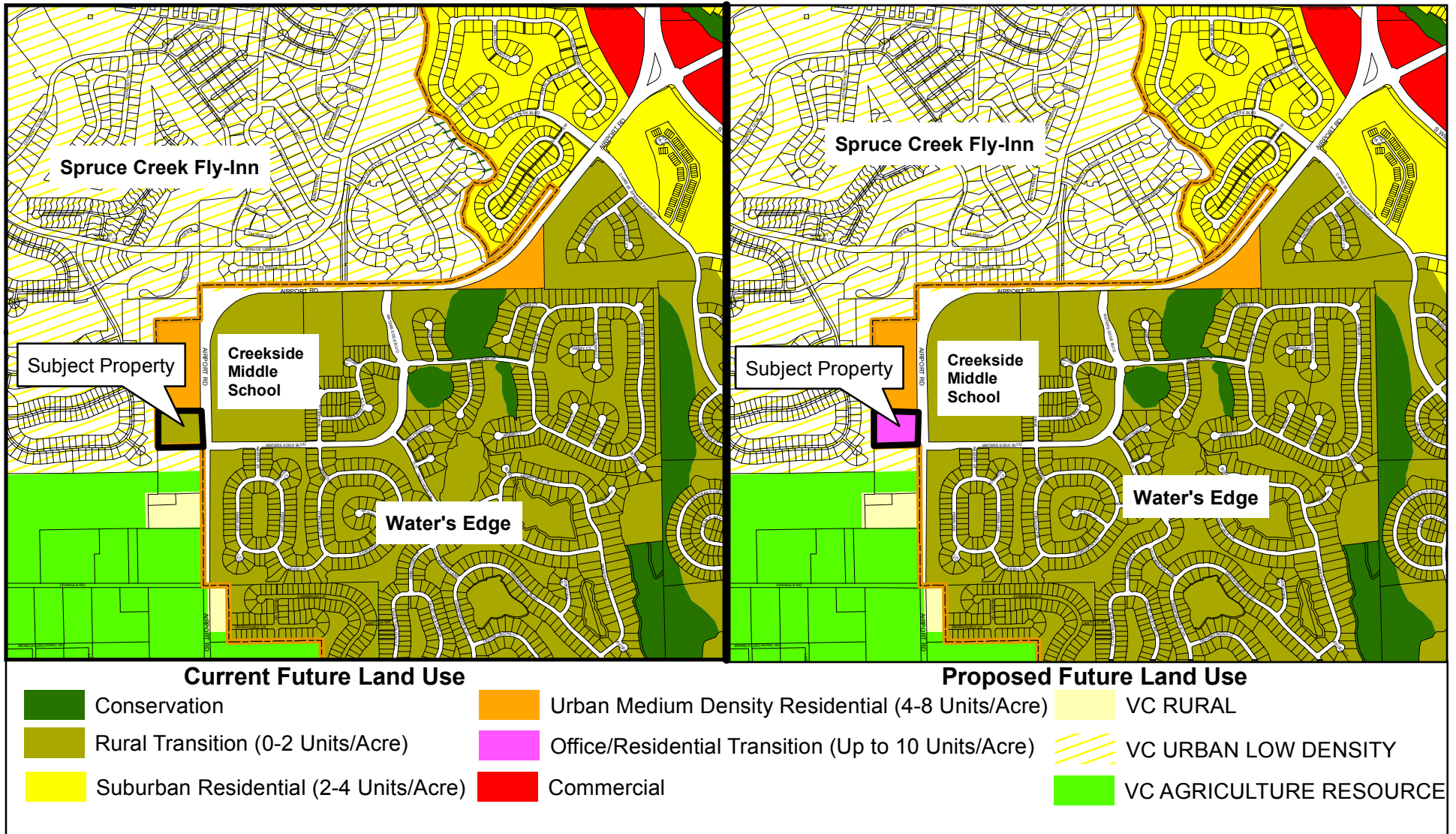


EXHIBIT A

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



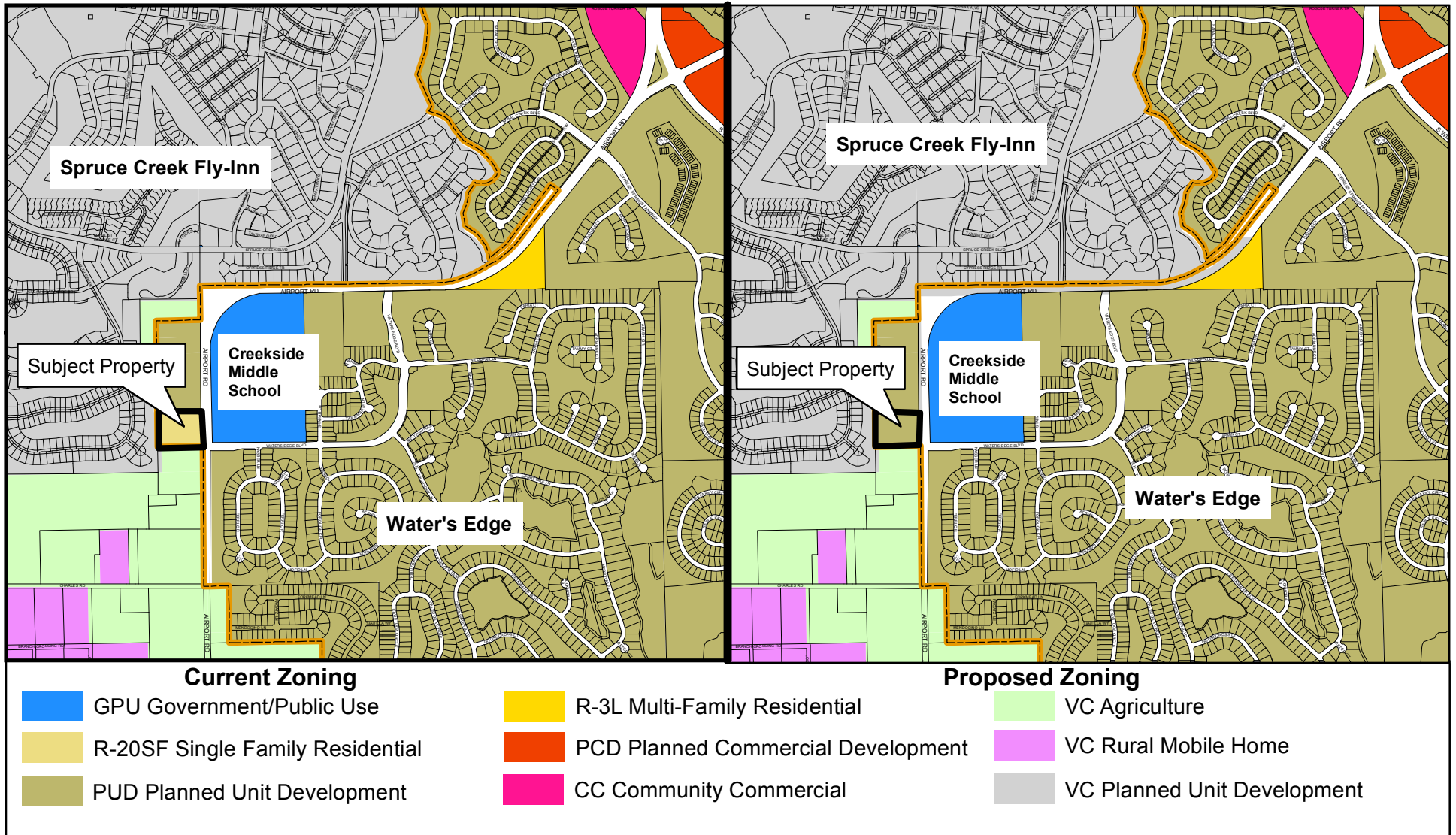


EXHIBIT B

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



Exhibit C

Benton House PUD Master Development Agreement and Conceptual Development Plan

BENTON HOUSE PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT



The City of Port Orange, a Florida municipal corporation (the "City"), Principal Senior Living Partners IV, LLC, a Georgia limited liability company, and its successors and assigns (the "Developer" and/or "Contract Purchaser"), and Bipin and Kala Rama (the "Owners") hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "BENTON HOUSE", involves approximately 4.881 +/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the ownership of Bipin and Kala Rama, signatories to this Agreement, and will be purchased and developed by Developer. Owners and Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for said Owners and Developer. Delivery shall occur prior to approval by the City. This Agreement between the City, Owner and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Benton House PUD will provide for up to an eighty eight (88) bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. Being surrounded by a school, single-family residential neighborhoods, a multi-family development and agricultural uses, the proposed facility will be compatible with the surrounding mix of uses.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached

hereto as Exhibit “B”, for the Property which generally depicts the planned layout of buildings, driveways, parking, stormwater ponds and other planned features or improvements to the Property. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the Master Development Agreement, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Owners/Developer are not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owners/Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. PERMITTED USES

- Assisted Living Facility
- Memory Care Facility

- Accessory uses consistent with the permitted uses

The Property shall be used for up to an 88-bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. The facility shall be licensed by the Agency for Health Care Administration, as required, meeting all of the necessary criteria pursuant to current Federal, State and local laws and ordinances. Multi-family uses shall be prohibited on the Property.

5. MAXIMUM UNITS / DENSITY / INTENSITY

The total number of beds shall not exceed 88 beds. The Floor Area Ratio shall not exceed 0.27 FAR.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage: 27.0%

Minimum Open Space: 40%

Open space shall include any areas utilized for lawns, stormwater treatment and buffers not consisting of an impervious surface.

Maximum Impervious Lot Coverage: 60%

Minimum Building Setbacks:

Front (Airport Road): 75 ft.

Side: 50 ft.

Rear: 75 ft.

Minimum Landscape Buffers:

Front (Airport Road): 20 ft.

Side (North): 10 ft.

Side (South): 20 ft.

Rear: 20 ft.

Maximum Building Height: 37 ft.

7. PHASING AND SUBDIVISION

Development of the Property shall not occur in phases, and there is no intent to subdivide the Property. However, should the Property be subdivided in the future, said Property would be subject to the requirements of the LDC, and a property owners' association would be required for the purpose of maintaining the common areas.

8. INFRASTRUCTURE

On-site infrastructure improvements for potable water, sewer, reclaimed water (if available) and electricity shall be constructed on the Property in a manner consistent with the City's LDC and approved site/development plan(s). All potable water, wastewater collection system (sewer), and reclaimed water within this development shall be private. On-site stormwater management and retention facilities will be constructed in conjunction with the development of the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B". Said stormwater facilities shall be designed and built in conformance with all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof, and will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the City's LDC. In addition, a six foot (6') high CMU wall shall be placed around the perimeter of the Property in the location shown on the Conceptual Development Plan.

9. ROADS, SIDEWALKS AND CONNECTIVITY

Roads, drives and sidewalks within the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B", shall be private and shall be constructed to City standards and maintained by the Developer. Developer shall also dedicate to the County of Volusia a ten foot (10') wide right-of-way for the future widening of Airport Road. The eight foot (8') wide sidewalk along Airport Road shall be built by the Developer for public use but will be located on the

Property in a public pedestrian access easement and outside the 10' right-of-way, as shown on the Conceptual Development Plan.

10. PARKING

Parking shall be as shown on the Conceptual Development Plan attached hereto as Exhibit “B” and in compliance with the requirements of the City’s LDC.

11. SIGNAGE

Signage shall be as shown on the Conceptual Development Plan attached hereto as Exhibit “B” and in compliance with the requirements of the City’s LDC and shall include, but not be limited to, monument, wall, directional and supplementary signage. A final sign plan shall be addressed as part of the development plan approval process.

12. LANDSCAPING

Landscaping and landscape buffers on the Property shall be as shown on the Conceptual Development Plan attached hereto as Exhibit “B” and shall comply with the requirements of the City’s LDC. The final landscape plan shall be addressed as part of the development plan approval process.

13. ENVIRONMENTAL CONSIDERATIONS

Although the subject Property has been almost completely cleared of trees, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property, and the PUD shall comply with the tree preservation requirements of the City’s LDC. In addition, the Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. ARCHITECTURAL DESIGN

The Development shall create a sense of permanence and place through use of quality design and building materials. The architectural design shall comply with the requirements of the City's LDC, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. An initial architectural elevation is shown in the Conceptual Development Plan attached hereto as Exhibit "B", and the final architectural design shall be addressed as part of the development/site plan approval process.

15. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Benton House PUD shall commence within three (3) years from the date of execution of this Agreement. 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 Developer and the City. Development shall be as defined by the LDC.

16. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida.

17. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.

B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the nature of the proposed amendment, and the following information to the extent applicable

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH THE LAWS

The Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, sureties and other documents required by the City Legal Department for completion of the development, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

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

19. ENFORCEABILITY

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

20. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Donald O. Burnette and Robin Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

Signed, sealed and delivered
in the presence of:

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

STATE OF _____

COUNTY OF _____

DEVELOPER / CONTRACT PURCHASER:

Principal Senior Living Partners IV, LLC, a Georgia
Limited Liability Company

By: _____

Print Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Principal Senior Living Partners IV, LLC, a Georgia Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:

Bipin and Kala Rama

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

By: Bipin Rama

By: Kala Rama

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Bipin and Kala Rama. They are personally known to me OR have produced _____ as identification.

Notary Public, State of Florida

Printed Name, Commission, Seal and Term Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

DEVELOPMENT INFORMATION

1. THE PROPOSED USE IS LIMITED TO A SENIOR LIVING AND MEMORY CARE RESIDENTIAL HOME WITH A COMMUNAL KITCHEN AND DINING AREA, AS WELL AS INDOOR ACTIVITIES AND OUTDOOR COURTYARD AREAS FOR RESIDENTS.
2. MAXIMUM COVERAGE
BUILDING 57,400± SF (27.0%)
PAVEMENT / SIDEWALK 70,000± SF (33.0%)
OPEN SPACES 85,715± SF (40.0%)
TOTAL SITE 212,000± SF (100.0%)
3. MAXIMUM IMPERVIOUS AREA 127,430± SF 2.93± AC (60.0%)
4. MAXIMUM BUILDING HEIGHT 37'
5. FLOOR AREA RATIO (59,800 / 220,317) = 0.27
6. MAXIMUM NUMBER OF BEDS 88
7. BUILDING SETBACKS
FRONT (AIRPORT RD) 75'
SIDE 50'
REAR 75'
8. LANDSCAPE BUFFER
FRONT (AIRPORT RD) 20'
SIDE (NORTH) 10'
SIDE (SOUTH) 20'
REAR 20'
9. PARKING
ONE SPACE PER 2 BEDS PLUS 4 SPACE PER EMPLOYEE ON LARGEST SHIFT. AMOUNT OF PARKING REQUIRED BASED ON THE NUMBER OF BEDS AND THE AMOUNT PROVIDED. PROPOSED PARKING PROVIDED IS 64 SPACES.
10. REFER TO MASTER DEVELOPMENT AGREEMENT (MDA) FOR SPECIFIC CONDITIONS AND REQUIREMENTS.
11. COMPLIANCE WITH THE CITY OF PORT ORANGE ENVIRONMENTAL COMPLIANCE CODE MAY NECESSITATE MODIFICATION TO THIS PLAN.
12. OPEN SPACE SHALL COMPRISE ANY AREA THAT IS UTILIZED FOR LAWNS, STORMWATER TREATMENT, AND BUFFERS NOT CONSISTING OF AN IMPERVIOUS SURFACE AREA.
13. THERE WILL BE NO HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE OF COMMON AREAS OR SPECIFIC RESTRICTIONS.
14. PROPOSED UTILITIES USAGE
POTABLE WATER 130 GPD / BED = 11,440 GPD
WASTEWATER 130 GPD / BED = 11,440 GPD
RECLAIM WATER 10,000 GPD
15. ALL INTERIOR POTABLE WATER, WASTEWATER COLLECTION SYSTEM AND RECLAIM WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.

CONCEPTUAL DEVELOPMENT PLAN

OF A PUD FOR THE PROPOSED

BENTON HOUSE

SENIOR LIVING AND MEMORY CARE
FACILITY
812 AIRPORT ROAD, PORT ORANGE
EXHIBIT B

SHEET No.	DESCRIPTION
1	COVER SHEET
2	CONCEPTUAL DEVELOPMENT PLAN
3	BUILDING ELEVATIONS
4-6	BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 13 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 20.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE NORTH 89 DEGREES 13 MINUTES 02 SECONDS EAST ALONG SAID RIGHT OF WAY LINE OF AIRPORT ROAD FOR A DISTANCE OF 100.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT 11A; SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT 11A-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3988; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.081± ACRES MORE OR LESS

TAX PARCEL No. 6236-00-00-0025



VICINITY MAP

SCALE: 1" = 400'

PROJECT TEAM

DEVELOPER / APPLICANT:

PRINCIPAL SENIOR LIVING PARTNERS N, LLC
11175 CICERO DRIVE
SUITE 500
ALPHARETTA, GA 30022
PHONE: 687.297.0388

PROPERTY OWNER:

BIPIN & KALA RAMA
812 AIRPORT ROAD
PORT ORANGE, FL 32128

ENGINEER / SURVEYOR:

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE: 386.672.9515
FAX: 386.673.6554

TRAFFIC ENGINEER:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
PHONE : 386.753.0558
FAX: 386.753.0778

BIOLOGIST:

ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD
SUITE 202
LONGWOOD, FL 32779
PHONE: 407.869.9434
FAX: 407.869.9439

CITY OF PORT ORANGE CASE No. 16-05-00001



FLOOD ZONE MAP

SCALE: 1" = 100'



SOIL TYPES MAP

SCALE: 1" = 100'

REVISIONS	DATE	DESCRIPTION
1	1/10/17	PER 14-000 COMMENTS



UPHAM INC
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 KENILWORTH AVENUE • ORMOND BEACH • FLORIDA 32174
VOICE: 386.673.9515 • FAX: 386.673.6554 • LC # 0000357
UPH@UPHAM.COM

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COVER SHEET
BENTON HOUSE
812 AIRPORT ROAD
PORT ORANGE, FLORIDA

PROJECT No.	16-05-00001
DATE	DECEMBER 18, 2016
DESIGNED BY	RMH
DRAWN BY	RMH
CHECKED BY	ASB
SCALE	AS SHOWN

SHEET NUMBER

REVISIONS	DATE	DESCRIPTION
1	11/01/21	FOR 14-000 COMMENTS

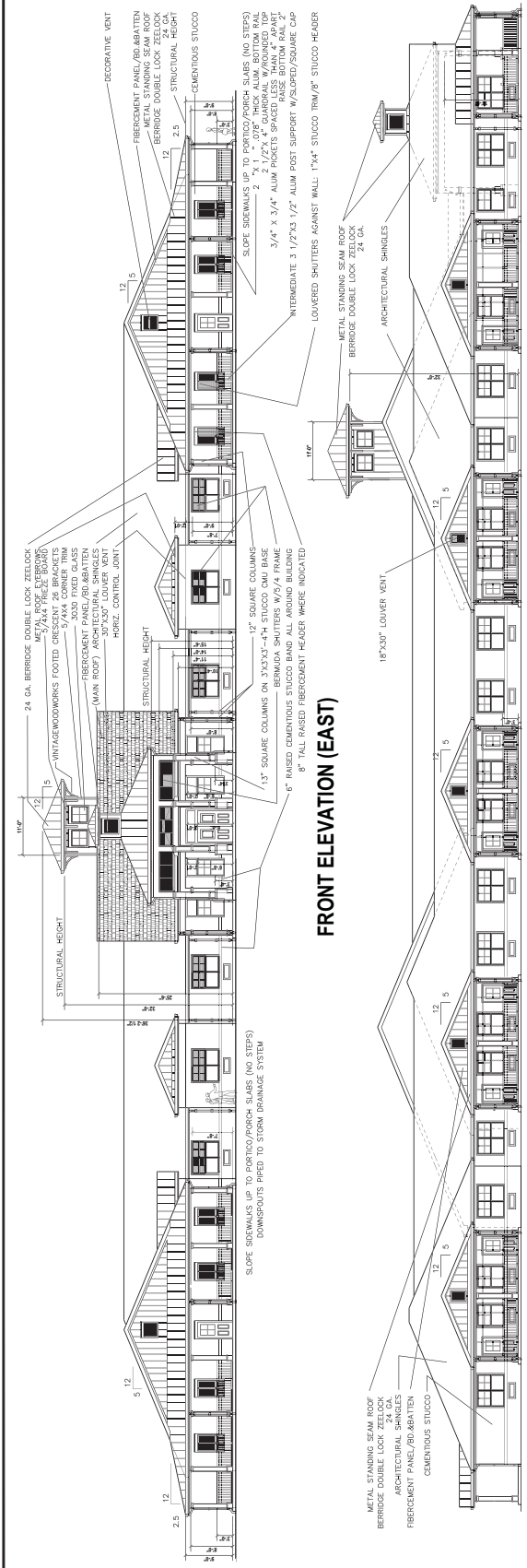


UPHAM INC
CHL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kentworth Avenue • Ormond Beach • Florida 32174
Voice: 386.673.9515 • Fax: 386.673.6554 • LC # 0000357
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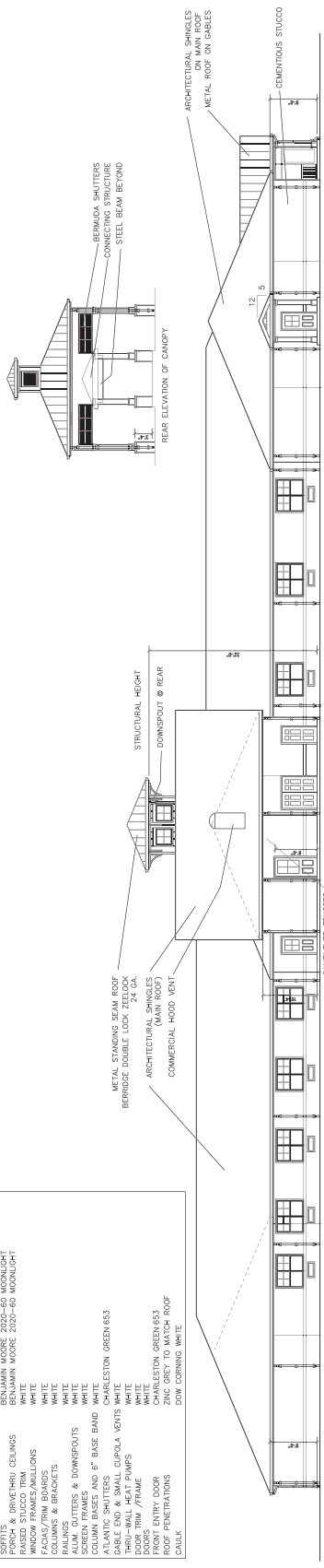
PROJECT NO. 14-000
DATE: 11/01/21
DESIGNED BY: J. HAMPTON
DRAWN BY: J. HAMPTON
SCALE: 1/8" = 1'-0"
SHEET NUMBER: 3

BUILDING ELEVATIONS
BENTON HOUSE
812 AIRPORT ROAD
PORT ORANGE, FLORIDA

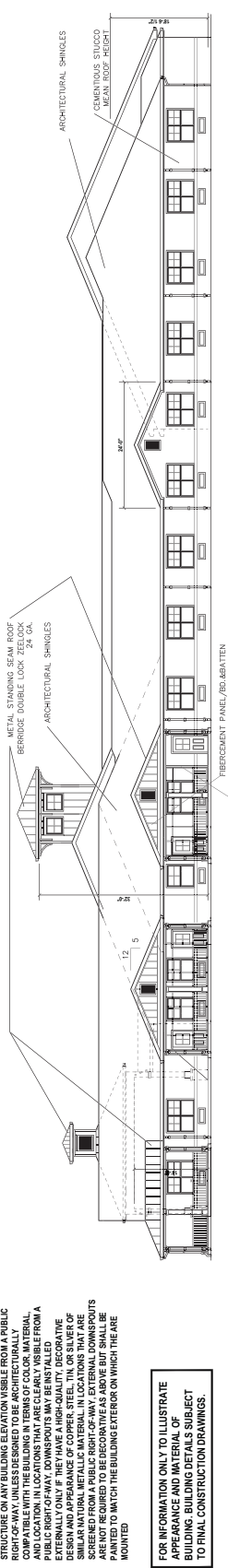
REAR ELEVATION (WEST)
LEFT SIDE ELEVATION (SOUTH)
FRONT ELEVATION (EAST)
RIGHT SIDE ELEVATION (NORTH)



LEFT SIDE ELEVATION (SOUTH)



FRONT ELEVATION (EAST)



RIGHT SIDE ELEVATION (NORTH)

EXTERNAL DOWNSPOUTS MUST BE ENCLOSED WITHIN THE BUILDING STRUCTURE OR AN ENCLOSURE. ENCLOSURES MUST BE PUBLIC ACCESSIBLE AND MUST BE MAINTAINED IN A MANNER THAT IS COMPATIBLE WITH THE BUILDING IN TERMS OF COLOR, MATERIAL, AND LOCATION. IN LOCATIONS THAT ARE CLEARLY VISIBLE FROM A PUBLIC STREET OR HIGHWAY, ENCLOSURES MUST BE MAINTAINED EXTERNALLY ONLY IF THEY HAVE A HIGH-QUALITY DECORATIVE DESIGN AND APPEARANCE OF COPPER, STEEL, TIN, OR SILVER OF SIMILAR NATURAL METALLIC MATERIAL. IN LOCATIONS THAT ARE NOT CLEARLY VISIBLE FROM A PUBLIC STREET OR HIGHWAY, ENCLOSURES MAY BE MAINTAINED INTERNALLY ONLY IF THEY ARE NOT REQUIRED TO BE DECORATIVE AS ABOVE BUT SHALL BE PAINTED TO MATCH THE BUILDING EXTERIOR ON WHICH THEY ARE MOUNTED.

FOR INFORMATION ONLY TO ILLUSTRATE APPEARANCE AND MATERIAL OF BUILDING. BUILDING DETAILS SUBJECT TO FINAL CONSTRUCTION DRAWINGS.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (J25) Economic Incentive Agreement with B.D.W. Land Holdings, LLC
(Atlantic Marine)

DEPARTMENT: City Attorney

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Economic Incentive Agreement for B.D.W. Land Holdings, LLC.

SUMMARY: B.D.W. Land Holdings, LLC has requested financial assistance from the City in the form of Tax Increment Financing (TIF) reimbursement as authorized under the Port Orange Town Center Community Redevelopment Plan ("CRA Plan") and partial refund/waiver of development fees through the City's Targeted Business Program, set forth in Chapter 20 of the Land Development Code ("Targeted Business Program"), as it relates to the development of Atlantic Marine, a boat sales and service headquarters facility. The new Atlantic Marine facility is located in the Dunlawton Village section of the Port Orange Town Center Community Redevelopment Area (CRA).

The CRA Plan states that incentives may be provided through the process described in the City's Land Development Code (LDC), Chapter 20- Economic Development Incentives. The purpose of the incentives identified in the LDC is to promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center and Eastport Business Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the city.

The Applicant has made a letter of request for a partial refund/waiver of development fees pursuant to the Targeted Business Program requirements. The Targeted Business Program was created to provide assistance to unique business ventures which, from time to time, may be targeted by the city by virtue of the anticipated socio-economic benefits. Targeted businesses may be extended incentives to aid in retaining their operations within the city; to aid in enhancing/expanding their operations in the city, or to aid in relocating their operations to viable property within the City.

Financial assistance under the Targeted Business Program requires a letter of request submitted to the City. Once approved, a contract is required outlining the given incentives.

The Applicant has also made a letter of request for financial assistance in the form of Tax Increment Financing (TIF). Incentives in the form of reimbursement from tax increment revenues are authorized under the CRA Plan, as amended. Reimbursement

under TIF is based on increment revenues attributable to improvements within the project that result in public benefits. Assistance in the form of TIF is by written agreement, subject to CRA and Council approval.

According to the Applicants' letters of request, B.D.W. Land Holdings is making a \$2,200,000 investment in the City, including construction of a 10,000 square foot headquarters sales and service building for Atlantic Marine. Atlantic Marine is an existing Port Orange-based business and the request letter states that the new facility will keep the business in the City and allow for growth. Because Applicant is making a request for both forms of financial assistance, it is recommended to incorporate both incentives into one written agreement.

TIF Reimbursement: The applicant has requested a maximum reimbursement of \$500,000 to be paid over approximately 20 years of the TIF revenue sharing period. The reimbursement would be based on the applicant receiving 50% of the portion of the increased property tax increment revenue received by the CRA and directly attributable to the Atlantic Marine development.

The reimbursement funds would be used to partially offset the costs of public improvements and public benefits created by roadway improvements, lighting, drainage, utilities, landscaping, exterior signs, traffic control devices, turn lanes, stormwater mitigation and other public benefits created by the Atlantic Marine development.

Targeted Business Program: The applicant has requested a refund or waiver of \$66,340 in site development and building permit review fees. The refund/waiver may not be applied to impact fees and utility connection fees. The amount of assistance is based on actual fees paid to date and estimates of final development fees that must be paid before Certificate of Occupancy can be issued. Total development review fees due are estimated to be approximately \$91,000.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Economic Development Incentive Program Agreement	Economic Development Incentive Program Agreement.pdf
2.	TIF Request Letter	TIF Request 3-9-17.pdf
3.	Chapter 20 Request Letter	Ch 20 Request 2-24-17.pdf

Melanie Schmotzer	Created/Initiated - 03/09/2017
Wayne Clark	Approved - 03/09/2017
Tracey Riehm	Approved - 03/10/2017
Shannon Balmer	Approved - 03/16/2017
Margaret Roberts	Approved - 03/16/2017
Alan Rosen	Approved - 03/16/2017
Robin Fenwick	Final Approval - 03/17/2017

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

BY AND BETWEEN

**PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
and**

CITY OF PORT ORANGE, FLORIDA,

and

B.D.W. LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Dated as of _____, 2017

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

This Economic Development Incentive Program Agreement by Resolution No. 17-14 (the "Incentive Agreement"), dated as of _____, 2017, is entered into by and between the **Community Redevelopment Agency for Port Orange Town Center**, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the "Agency") and the **City of Port Orange**, Florida, a municipal corporation (the "City") and **B.D.W. Land Holdings, LLC**, a **Florida limited liability company** (the "Owner").

WITNESSETH:

WHEREAS, for purposes of this Incentive Agreement, the Definitions have been set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency was formed for the purpose of removing slum and blight in the Port Orange Town Center Redevelopment Area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, the Owner is the owner of certain land located within the jurisdiction of the Agency more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City has established an Economic Incentive Program in Resolution No. 17-14, attached hereto as Exhibit "C" and made a part hereof by reference, consistent with the Redevelopment Plan, as amended; and

WHEREAS, the Owner has entered into a Master Development Agreement with the City dated June 20, 2014, recorded Official Records Book 7002, Page 2003, Public Records, Volusia County, Florida; and

WHEREAS, the Owner has requested certain economic development incentives related to the development of the Property; and

WHEREAS, the Agency is authorized pursuant to Chapter 163, Part III, Florida Statutes (the "Act") and the Port Orange Town Center Redevelopment Plan, dated December 1, 1998, as amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2007-10 dated March 20, 2007; as further amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2014-22 dated November 11, 2014; and as further amended by Amendment to Redevelopment Plan, pursuant to Ordinance No. 2016-14, dated September 20, 2016, as amended, from time to time ("Redevelopment Plan"), to utilize economic incentives and to expend tax increment funds in order to promote and encourage development activity within the boundaries of the Port Orange Town Center Redevelopment Area; and

WHEREAS, the Agency, finding it to be in the best interest of the Agency and the health, safety and welfare of the citizens of the City of Port Orange, Florida (the "City"), intends

to provide certain economic incentives to the Owner in order to facilitate the development of the Property with the expectation that the Agency's involvement will encourage and accelerate the timing of the development, thus preserving the property values in the Port Orange Town Center Redevelopment Area, enhancing and expanding economic development and activity within Port Orange Town Center Redevelopment Area in order to provide a stronger, more balanced, and stable economy, enhance and preserve employment opportunities for residents, promote and further the redevelopment of the Port Orange Town Center Redevelopment Area and assist in the funding of certain public improvements as described herein (collectively, the "Public Benefits"); and

WHEREAS, the nature of the proposed development of the Property as more particularly described in Exhibit "D" (the "Project") and its location in the Port Orange Town Center Redevelopment Area will further the goals and objectives of the Redevelopment Plan as set forth in Section 5.2 of the Redevelopment Plan, as may be amended from time to time; and

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, the Agency, City and the Owner wish to reduce to writing the understanding of the economic incentives provided by the Agency and the Owner's obligations with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein by this reference as if fully set forth below.

Section 2. Capitalized Terms. Capitalized terms in this Agreement have the meanings set forth in Exhibit A or otherwise defined herein.

Section 3. Effectiveness of Agreement. This Agreement will become effective upon complete execution hereof.

Section 4. Term. Unless earlier terminated pursuant to Section 12.C hereof, the term of this Agreement ("Term") will commence on the Effective Date and will continue through and including the expiration of the Revenue Sharing Period. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term.

Section 5. Nature of and Authority for Agreement. This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the Agency and the business development objective of

the Owner, and does not constitute the creation of a joint venture, partnership or any other form of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the Community Redevelopment Agency for Town Center Trust Fund of significant costs to be incurred by the Owner to construct public improvements needed for the Project, including but not limited to water, sewer, roadway improvements and stormwater retention/detention and to otherwise promote Public Benefits. The Agency and the City have determined that payment of the amounts set forth herein furthers a critical public interest of the Agency to attract and retain retail and residential development in the Community Redevelopment Area for Port Orange Town Center.

Section 6. Agreement to Develop Property. The Owner hereby represents and warrants to the Agency and the City that Owner will expend not less than Two Million Two Hundred Thousand and NO/100 Dollars (\$2,200,000.00) in Development Costs in connection with the development of the Property as shown on the plans stamped "Approved for Construction." Within sixty (60) days of the Substantial Completion of the Project, the Owner shall submit to the Agency and the City, the Development Costs Certificate (certified as being true and correct by the Owner). Owner shall not be entitled to any Development Increment TIF pursuant to this Section until Owner provides the Development Costs Certificate.

The Owner agrees the improvements constituting the development of the Property having an estimated assessed value of not less than \$2,200,000.00 shall be permitted and construction shall commence not later than 12 months from the date of this Agreement. Construction of the Project and shall be complete and a Certificate of Occupancy obtained not later than 24 months after the date of this Incentive Agreement.

Section 7. Relationship to City Code. The express terms and provisions of each element of the Development Agreement, and any subsequently approved amendment to any element of the Development Agreement, are subject to all provisions of City Code and the City Code will apply to the Property in the same manner as it applies to all other properties located within City.

A. **Zoning.** Zoning and development of the Property will be governed by the terms and conditions of the City Code and Development Agreement, if any. The Parties recognize and agree that the Owner's ability to move forward with the acquisition and development of the Property and the construction of the Project is subject to the Owner's ability to construct buildings upon the Property that are consistent in cost and general appearance with its intended development. If the Owner does not obtain City Council approval to construct buildings upon the Property pursuant to current applications filed with the City and consistent in cost and general appearance with its intended Development Plan, then the Owner shall have the right to terminate this Agreement without any further liability hereunder.

B. **Application of City Code.** All procedures for processing of Development Applications, and all substantive, procedural, engineering, architectural design and development standards and other technical requirements and standards set forth in the City Code will, notwithstanding any provision of this Agreement, govern and control with respect to zoning, subdivision, site development, and other matters affecting development of the Property, the Public Improvements and obligations with respect thereto. Procedures, standards and

requirements associated with Public Improvements and assurance of completion obligations will be governed by the plans stamped "Approved for Construction", subdivision or site improvement agreements and the issuance of a Development Order. The Owner will be obligated to pay to the City all nominal application and permit fees related to its development of the Property, including but not limited to application and permit fees for sign permits, impact fees, Building Permits, construction documents, construction inspections, right-of-way permits, amendments to approved Development Plans, Grading, Erosion, Sediment Control ("GESC") permits, or other applications or permits required by other service providers or agencies having jurisdiction over the Property except as otherwise described herein.

Section 8. Tax Increment Rebate. As an inducement to Owner to undertake the development of the Property, the Agency agrees to pay the Owner a percentage of the Tax Increment Revenue actually generated from the Property as follows:

A. If the Owner expends not less than Two Million Two Hundred Thousand and NO/100 Dollars (\$2,200,000.00) in Development Costs in connection with the development of the Project, the Agency hereby agrees to provide an economic incentive to the Owner in the form of a rebate of Fifty percent (50%) of the portion of the Tax Increment Revenue received by the Agency and directly attributable to the Property ("Tax Increment Rebate"), provided, however, that the total amount so shared shall be limited to the lesser of (i) the cost of the Public Improvements and Public Benefits expended by Owner and (ii) the Revenue Sharing Cap Amount (the "Total Tax Increment Rebate").

B. Calculation Base. For purposes of calculating the Tax Increment Revenue for the entire Property, it is agreed that the Base Year shall be defined as the valuation of the taxable assessed value of the Property as shown on the records of the Volusia County Tax Appraiser the earlier of the date of issuance of the (1) site construction development permit or (2) building construction permit. Issuance of a permit shall mean plans stamped "Approved for Construction" and permits issued.

C. Rebate Amount. Once Tax Increment Revenue is generated for the Project, the following shall apply.

i. The Tax Increment Rebate will be calculated in each year during the Revenue Sharing Period and paid on or before July 30th. The Tax Increment Rebate shall be calculated each year as Fifty percent (50%) of the Tax Increment Revenue received by the Agency from the Tax Collector for such year attributable to the increase, if any, of the taxable value of the Property over the Base Year.

Each year during the Term of this Agreement the Agency will endeavor to provide the Owner with notice of the amount of the estimated Tax Increment Rebate for such year by November 1. The notice shall be delivered to the Owner on or about November 1st of each year. The actual Tax Increment Rebate will be based on actual tax increment revenue received with respect to the Property and may vary from the estimated amount.

ii. The millage rate applied to determine the contribution to the Community Redevelopment Agency for Town Center Trust Fund is based upon the millage rates

of the taxing authorities which contribute to the Community Redevelopment Agency for Town Center Trust Fund, including the City, and is subject to change as provided by law.

iii. The Owner may designate third parties to receive all or any portion of the Total Tax Increment Rebate provided that the Owner provides written notice of such designation to the Agency signed by all affected parties. Any such payment to a third party shall be subject to all the terms and conditions hereof.

iv. Tax Increment Rebate payments from the Agency shall be payable solely from assets in the Redevelopment Tax Fund and shall not be a general obligation or debt of the Agency or the City.

D. Compliance Conditions. The Agency's obligation to provide the Tax Increment Rebate is contingent upon the Owner's compliance with the following provisions of this Section 8.D.

i. The Project shall be developed in accordance with the plans stamped "Approved for Construction" by the City.

ii. The Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for the project as approved by the City in connection with the issuance of the building permits for its construction.

iii. Each phase of development of the Property is commenced and completed in accordance with the descriptions and timeframes set out in Section 6.

E. Funding Disbursements; Reporting and Disbursement. Within thirty (30) days after each June 30 of each year of the Revenue Sharing Period, the Agency will remit to the Owner a lump sum payment (a "Funding Disbursement") in the amount required by Section 8.C. Unless the Owner otherwise directs the Agency in writing, each such Funding Disbursement will be remitted to the Owner at the address set forth in Section 23 .

F. Audits. The Owner will have all rights available at law or in equity to audit or contest, at its sole expense, the Agency's computation of the Tax Increment Rebate and Funding Disbursements. Audits may be requested by the Owner in writing from time to time, but will not occur more than once annually at the time the Agency subjects its records to audits required by state law, and the scope of any such audit may include any prior period so designated by the Owner in such request. Audits will be performed by an independent auditor using generally accepted governmental accounting principles. The costs of any such audit will be paid by the Owner. The foregoing audit rights and the Agency obligations will survive termination of the Revenue Sharing Period and expiration of the Term for the longer of twelve (12) months after the date on which the Agency is required to subject its records to audits required by state law for the last year of the Revenue Sharing Period or the Parties' full performance of their respective obligations hereunder with respect to any audit request delivered to Agency prior to termination of the Revenue Sharing Period.

Section 9. Use of Funding Disbursement Revenues by the Owner. Funding Disbursements distributed to the Owner will be applied only for a public purpose which will

advance (or which has advanced) the redevelopment of the Community Redevelopment Area for Port Orange Town Center and is permitted by the Port Orange Town Center Redevelopment Plan, including, without limitation, Public Improvements and Public Benefits. For purposes of this Agreement, "public purpose" will include, without limitation, the acquisition, design, construction, installation, erection, repair or maintenance of Public Improvements and other activities that promote Public Benefits, which for purposes of this Agreement include but are not limited to:

A. Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the Property, the Development and/or proximate areas.

B. Parking structures, parking lots, drive aisles, streets, and ways within the Property, the Development and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public. Excepting the public trail and park, such areas shall at all times remain the private property of the Owner and its successors and assigns.

C. Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the Property, the Development and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.

D. Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the Property, the Development and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, public infrastructure and adjacent private property.

E. Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the Property, Development and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the Owner and are not within the responsibility or obligation of the utility service provider; and for purposes of clarification, costs incurred by the Owner for any such utilities improvements prior to the dedication of such utilities improvements to a utility provider (e.g., design and construction costs) or payments or reimbursements made to a utility provider for design and construction costs shall be eligible for Funding Disbursements.

F. Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the Property, the Development or proximate areas or within the parking areas or other areas within the Property, the Development or proximate areas which are routinely accessible to the general public.

G. Physical improvements and amenities intended to serve the general public while upon the Property, the Development and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.

H. Traffic control devices including traffic lights and crosswalk signals within the Property, the Development and/or proximate areas.

I. Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the Property, the Development and/or proximate areas which are intended for public access.

J. Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the Property, the Development and/or proximate areas.

K. Any Public Improvements identified in the Subdivision or Site Improvement Agreement or on approved development plans stamped "Approved for Construction" by the City for the Property, the Development and/or proximate areas.

L. Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose and determined by Agency to provide a public benefit, including but not limited to promoting Public Benefits, and/or advance the health, safety and welfare of the community or public convenience.

M. Any other improvements, property, equipment, materials, services and/or undertakings directly or indirectly related to the promotion of the Public Benefits.

N. Any easement granted by Owner to the City/Agency for a public purpose or for a Public Benefit (other than easements granted pursuant to the Property Exchange Agreement or as required by the Development Plan).

The actual costs and expenses incurred by the Owner directly or indirectly related to any of the foregoing plus five percent (5%) per annum from the date the expense was incurred by the Owner shall, without limitation, be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Agreement; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Agency and the Owner acknowledge and agree that the Property and the Project shall at all times remain the private property of the Owner, subject to a public access deed and use easement rights.

The Owner shall submit to Agency such evidence of payment of such costs as Agency reasonably determines is necessary to verify expenditures for public purposes defined above and to verify that the costs and expenses for which reimbursement is sought were obtained or provided at a reasonable market price consistent with the Public Improvements and Public Benefits provided. The Agency shall have the right to require an audit of the expenditures and the procurement or bidding process by which contracts and subcontracts were entered into; the Owner shall pay the cost of any such audit.

Section 10. Certification of Use of Funding Disbursement Revenues by the Owner. The Owner may apply revenues from Funding Disbursements toward payment or reimbursement of its costs and expenses in accordance with Section 9 above (whether incurred and/or paid prior or subsequent to commencement of the Revenue Sharing Period) up to the

Revenue Cap Amount. Not later than 60 days prior to the due date of Agency's initial Funding Disbursement, the Owner will provide Agency with a certification of the actual amount of costs and expenses incurred in accordance with Section 9 above. The reasonable costs and expenses incurred by the Owner in the preparation of the initial certification and any supplemental certification contemplated by Section 9 will be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Incentive Agreement.

Section 11. Chapter 20 Economic Development Incentives. Pursuant to the Targeted Businesses Program ("TBP") as established in Chapter 20 of the City of Port Orange Land Development Code, as may be amended from time to time, City shall grant to the Owner a credit of Sixty Six Three Hundred Forty and NO/100 Dollars (\$66,340.00) that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.

Section 12. Defaults and Remedies.

A. Default by a Party. A breach or default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party stated in this Agreement.

B. Notices of Default. In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 24, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the Defaulting Party gives written notice to the non-Defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the Defaulting Party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the Defaulting Party is at all times within the additional time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. Remedies. If an Owner Default under this Agreement is not cured as described above, City and Agency may enforce the Owner's obligations hereunder by an action for injunction, specific performance, and/or contract damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other hereunder, except that the Owner will remain obligated to pay to City and Agency any amounts due and owing to City and Agency as provided in Section 23. If the Agency or City Default under this Agreement is not cured as described above, the Owner will have the right to enforce Agency's or City's obligations hereunder by an action for injunction, specific performance, and/or contract damages.

Section 13. Representations. In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section 13 .

A. Full Authority. Each Party has the full right, power and authority to enter into, perform and observe this Incentive Agreement.

B. Other Instruments. Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. Covenants. Each Party will keep and perform all of the covenants and agreements of such Party contained herein.

Section 14. Costs. The Owner shall pay any expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, execution, delivery, filing and recording, as the case may be, of this Agreement and all other agreements, instruments, certificates and documents required in connection with the consummation of the transactions contemplated hereby; and (ii) the reasonable fees and disbursements of counsel and any financial advisor for the Agency and the City.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective and commence on the date of its approval by the City Council and the Community Redevelopment Agency for Port Orange Town Center and upon execution by the City, Agency and the Owner, subject to the termination, severability and survival provisions set forth herein.

Section 17. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 4 .

B. Termination of this Agreement by the Owner pursuant to Section 7.A. hereof, or termination of the Agreement by its Agency pursuant to Section 12.C hereof.

Section 18. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Agency, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one

was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 19. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Agency and the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Agency hereunder.

Section 20. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in the Circuit Court of the Seventh Judicial Court in and for Volusia County, Florida.

Section 21. Assignment. It is acknowledged that the Owner, as the fee simple owner of the Property, is free to convey title (fee simple, leasehold or otherwise) to third parties of all or portions of the Property. Such third parties shall acquire no right or interest in this Agreement unless expressly granted in a written instrument executed by the Owner. In connection a conveyance to a third party, the Owner (as to the Owner's interest) shall have the right to assign all or any portion of its interests in this Agreement, and the assignee of any interests in this Agreement shall also have the right to assign such interests to another party, provided that: (i) the Owner's interest hereunder shall only be assignable in whole and not in part, and (ii) the assignee shall assume in writing the responsibilities, obligations and duties associated with the interests being assigned by the assignor and which may arise after the effective date of the assignment.

Upon the assignee's assumption of such responsibilities, obligations and duties, the assignor shall be relieved of same. The assignor of the Owner's interests in this Incentive Agreement shall provide notice to the Agency of such assignment within fifteen (15) days of the effective date of the assignment. The assignment instrument must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision below.

Section 22. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 23. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation, appeal or post judgment collection proceedings.

Section 24. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand-delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the Agency: Community Redevelopment Agency for Port Orange Town Center
1000 City Center Circle

Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To the City: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

B.D.W. Land Holdings, LLC
5481 S. Ridgewood Avenue
Port Orange, FL 32127
Attn: Jack Wiles

With a copy to:
James S. Morris, P.A.
750 Oak Heights Court, Unit 304
Port Orange, FL 32127
Attn: James S. Morris, Esq.

The parties hereby agree to notify each other in writing of any change of address.

Section 25. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 26. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and although the Owner's interests may be expressly assigned in accordance with the provisions of Section 21 , they do not run with the land. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.

Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the Agency under this Incentive Agreement including, but not limited to, the Tax Increment Rebate. In connection with its sale of the Property within the Project, the Owner shall hereafter provide notice of the foregoing limitation to successor owners at such time that such purchasers give a deposit for a contract for sale and purchase.

Section 27. No Delegation of Police Power. The Owner's shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to the Owner.

Section 28. Compliance Monitoring. The Owner agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that the Owners' implementation of the municipal purposes declared by the Agency herein.

Section 29. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement or any constituent element of the Development Plan, the Parties will cooperate in the defense of such challenge and will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of the Development Plan, or any portion thereof, or this Agreement, the Parties will cooperate to cure the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

Section 30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement executed simultaneously herewith or any other written agreement between the parties relating to road impact fees assessed in connection with development of the Property.

Section 31. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telecopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 32. Conflicting Terms. In the event that this Incentive Agreement conflicts with Resolution No. 17-14, the Incentive Agreement shall control.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY
for PORT ORANGE TOWN CENTER**

Attest:

_____, Chairman

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

7

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as the Chairman of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public

Printed Name: _____

Serial No. (if any): _____

Commission Expires: _____

IN WITNESS WHEREOF, the City has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

Attest:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette, as the Mayor of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the Owner has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**B.D. W. LAND HOLDINGS, LLC, a
Florida Limited Liability Company**

Printed Name: _____

By: _____
Bradley D. Wiles, Manager

(SEAL)

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Bradley D. Wiles, as Manager of B.D.W. Land Holdings, LLC a Florida Limited Liability Company on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

Exhibit “A”

Definitions

For purposes of the foregoing Agreement, the following terms and references will have the following meanings:

1. **“Affiliate”** means any person (a) that directly or indirectly controls, is controlled by or is under common control with the Owner, (b) who is an officer, manager, employee, or agent of, partner in, or trustee of, or serves in a similar capacity with respect to, the Owner, (c) of which the Owner is an officer, manager, employee, agent, partner, or trustee or serves in a similar capacity, or (d) who is a member of the Owner’s family.
2. **“Agency”** has the meaning set forth in the initial paragraph of this Agreement.
3. **“Agreement”** means this Incentive Agreement and any Exhibits attached hereto, all of which are incorporated herein by this reference, as amended from time to time in accordance with its terms.
4. **“Base Year”** shall have the meaning ascribed to such term in Section 8.B.
5. **“Building Permit”** means any site development approved by the city, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City’s development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.
6. **“Building Codes”** means City’s adopted building code, electrical code, plumbing code, fire code, and other similar codes, as in effect from time to time.
7. **“City”** has the meaning set forth in the preambles of this Agreement.
8. **“City Code”** means the Municipal Code of City of Port Orange, Florida (including the Land Development Code and the Building Code and any similar separately codified regulations), as in effect from time to time (or, where the Agreement expressly states, at a particular time stated).
9. **“City Council”** means City Council of the City.
10. **“Default”** has the meaning set forth in Section 12 of this Agreement.
11. **“Development Agreement”** means approved development plans stamped “Approved for Construction” by the City.
12. **“Development Application”** means the substantially complete application submitted to City by the Owner for any development, subdivision, zoning, site plan or similar land use approval relating to development of any property within the Property, including, without limitation, an application for any zoning or re-zoning, site plan, subdivision plat, Building

Permit, construction permit or other form of development permit, or any amendment to or modification of any of the foregoing.

13. “Development Costs” means the hard and soft costs actually incurred by Owner in connection with the design and construction of the Project through Completion, excluding land costs and costs paid to any Affiliates and as further certified by Owner in the Development Costs Certificate.

14. “Development Costs Certificate” means the certificate from Owner of the Development Costs in substantially the form of Exhibit “E”, which certificate shall have appropriate backup, reasonably acceptable to the City Manager, to substantiate the Development Costs, certified as being true and correct by Owner.

15. “Development Order” means an *order* granting, with or without conditions, approval of an application for development, including any subdivision, site plan, rezoning, special exception, and variance, [Chapter 2, Section2, LDC.]

16. “Development Plan” means “Project” or approved development plans stamped, “Approved for Construction” by the City.

11. “Effective Date” means the date on which this Agreement is executed by both Parties and as set forth in Section 3.

12. “Exhibits” means the following Exhibits to this Agreement, all of which are incorporated by reference into and made a part of this Agreement:

Exhibit A — Definitions

Exhibit B —Legal Description of the Property

Exhibit C —Resolution No. 2017-14

Exhibit D — Approved Site Plan

Exhibit E —Developer’s Cost Certificate

13. “Funding Disbursement” has the meaning set forth in Section 8.D.

14. “Legal Challenge” means either of the following: (1) any third party commences any legal proceeding that directly or indirectly challenges this Incentive Agreement, the Project, and/or any of the Agency’s or City’s resolutions or ordinances approving or ratifying this Agreement or the Project, or (2) any third party submits a petition for a referendum seeking to reverse or nullify any such ordinances.

15. “Owner” has the meaning set forth in the initial paragraph of this Agreement.

16. “Party(ies)” means, individually or collectively as applicable, the Owner, the Agency and the City.

15. **“Project”** means approved development plans stamped “Approved for Construction” by the City.

18. **“Property”** means the real property that is legally described in Exhibit B.

19. **“Public Improvements”** means, as more fully discussed in Section 9 of the Agreement, any and all on-site and/or off-site improvements or property, including but not limited to roadways, water lines, sewer lines, storm water facilities, open space, landscaping, traffic control devices, sidewalks, transportation improvements, signage, parking areas or structures and similar or other infrastructure and related or other improvements or property, to be designed, constructed, improved and/or acquired, which will be dedicated for public use or which will be generally accessible to the public, or which otherwise serves a public purpose, in accordance with the Project and the Agreement.

20. **“Redevelopment Area”** means the areas as more particularly described in the Redevelopment Plan, as amended, referenced herein.

21. **“Revenue Sharing Cap Amount”** means an amount which shall not exceed the cost of the Public Improvements consistent herewith and subject to the increased tax revenue received by the City and generated by the Project.

“Revenue Sharing Period” means the period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of completion of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer’s failure to timely commence and timely complete the Development Plan.

22. **“Tax Increment Rebate”** has the meaning ascribed to such term in Section 8.A.

23. **“Tax Increment Revenue”** shall mean the tax increment funds, if any, actually received by the Agency from the County and City generated from the Project for the applicable year after deducting all administrative charges imposed by the County and the City.

24. **“Term”** has the meaning set forth in Section 4.

Exhibit "B"

Legal Description of the Property

LEGAL DESCRIPTION – PARCEL SURVEYED

LOTS 4 AND 5, BLOCK "O", ACCORDING TO S.B. WILSON'S SURVEY AND MAP OF PORT ORANGE, FLORIDA, AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

TOGETHER WITH... LOTS 29, 30 AND 31 OF WEST PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

LESS AND EXCEPT... THOSE PORTIONS OF THE ABOVE REFERENCED LOTS TAKEN FOR RIGHT-OF-WAY PURPOSES.

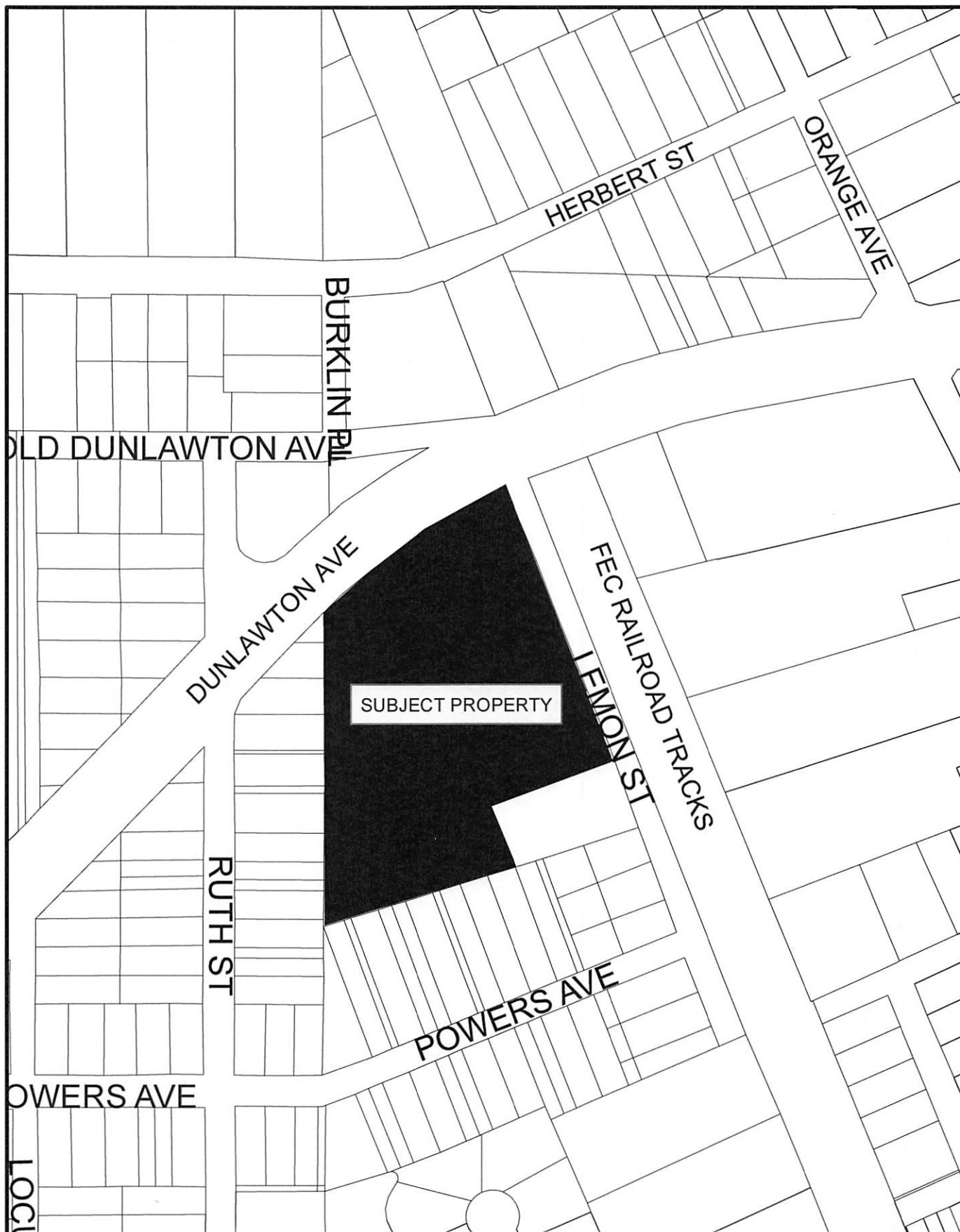


Exhibit "C"

Resolution No. 17-14

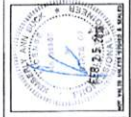
Exhibit "D"

Approved Site Plan or Equivalent

ATLANTIC MARINE SITE PLAN PORT ORANGE, FL DIMENSION PLAN

NO.	DATE	REVISION
1	10/27/14	CORP/FOOT COMMENTS
2	11/13/14	CORP/FOOT COMMENTS
3	12/11/14	REC/FOOT COMMENTS
4		
5		

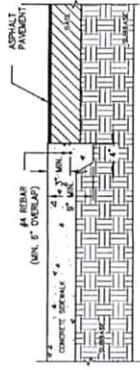
DESIGNER	KAB
CHECKER	1001.1
DATE	7-7-14
SCALE	1"=30'
PROJECT	
NO.	



- NOTES:**
- THE USE OF ALTERNATIVE SURFACES SUCH AS RECYCLED CONCRETE, AGGREGATE CONCRETE, PAVED BLOCKS OR OTHER SEMI-PERMEABLE MATERIALS SHALL BE ALLOWED IN THE PARKING AREAS AND SECURED BOAT STORAGE AREA (NOT TO BE LOCATED IN THE LANDSCAPE BUFFER).
 - ALL SITE LIGHTING (SECURITY LIGHTS, FLOODLIGHTS, PARKING LOT LIGHTS OR ANY OTHER LIGHTS) SHALL BE LOCATED ON OR SCREENED IN SUCH A MANNER THAT NO DIRECT OR SCATTERED GLARE GUARDS WILL BE REQUIRED IF IT IS DETERMINED THAT SITE LIGHT FROM THE BUILDING OR PARKING LOT LIGHTS IS EXCESSIVE. ANY ADJACENT RESIDENCE OR RIGHTS-OF-WAY AND PRODUCE EXCESSIVE GLARE.
 - REQUIREMENT TO INSTALL A SPECIALTY ON THE WEST SIDE OF LEMON STREET WAS WAIVED BY THE PORT ORANGE CITY COUNCIL AT THE MARCH 2014, 2014 CITY COUNCIL MEETING (3-25-14, CC MEETING).

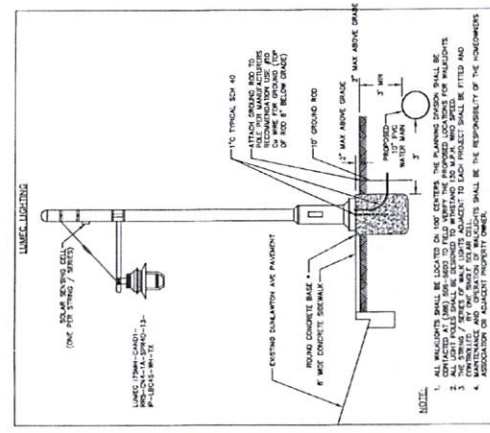
PARKING LOT LIGHT POLE SCHEDULE

- CL15-A-48U-SK-3-BC MOUNTED ON 25' GENERAL STRUCTURES POLE QTY: 1
- CL15-A-48U-SK-4-BC MOUNTED ON 25' GENERAL STRUCTURES POLE QTY: 6



- NOTES:**
- CONCRETE ADJUT SHALL BE IN ACCORDANCE WITH FOOT DESIGN REQS #PFC
 - CONCRETE STRUCTURE SHALL BE 2000 PSI MIN. AND COMPACTED TO 95%
 - ASPHALT - 1" MIN. THICKNESS

THICKENED EDGE SIDEWALK DETAIL N.T.S.



STANDARD CONSTRUCTION DETAIL 'LIMEC LIGHTING'

- NOTES:**
- ALL WALKLIGHTS SHALL BE LOCATED ON THE EXTERIOR OF THE BUILDING OR SCREENED IN SUCH A MANNER THAT NO DIRECT OR SCATTERED GLARE GUARDS WILL BE REQUIRED IF IT IS DETERMINED THAT SITE LIGHT FROM THE BUILDING OR PARKING LOT LIGHTS IS EXCESSIVE. ANY ADJACENT RESIDENCE OR RIGHTS-OF-WAY AND PRODUCE EXCESSIVE GLARE.
 - REQUIREMENT TO INSTALL A SPECIALTY ON THE WEST SIDE OF LEMON STREET WAS WAIVED BY THE PORT ORANGE CITY COUNCIL AT THE MARCH 2014, 2014 CITY COUNCIL MEETING (3-25-14, CC MEETING).

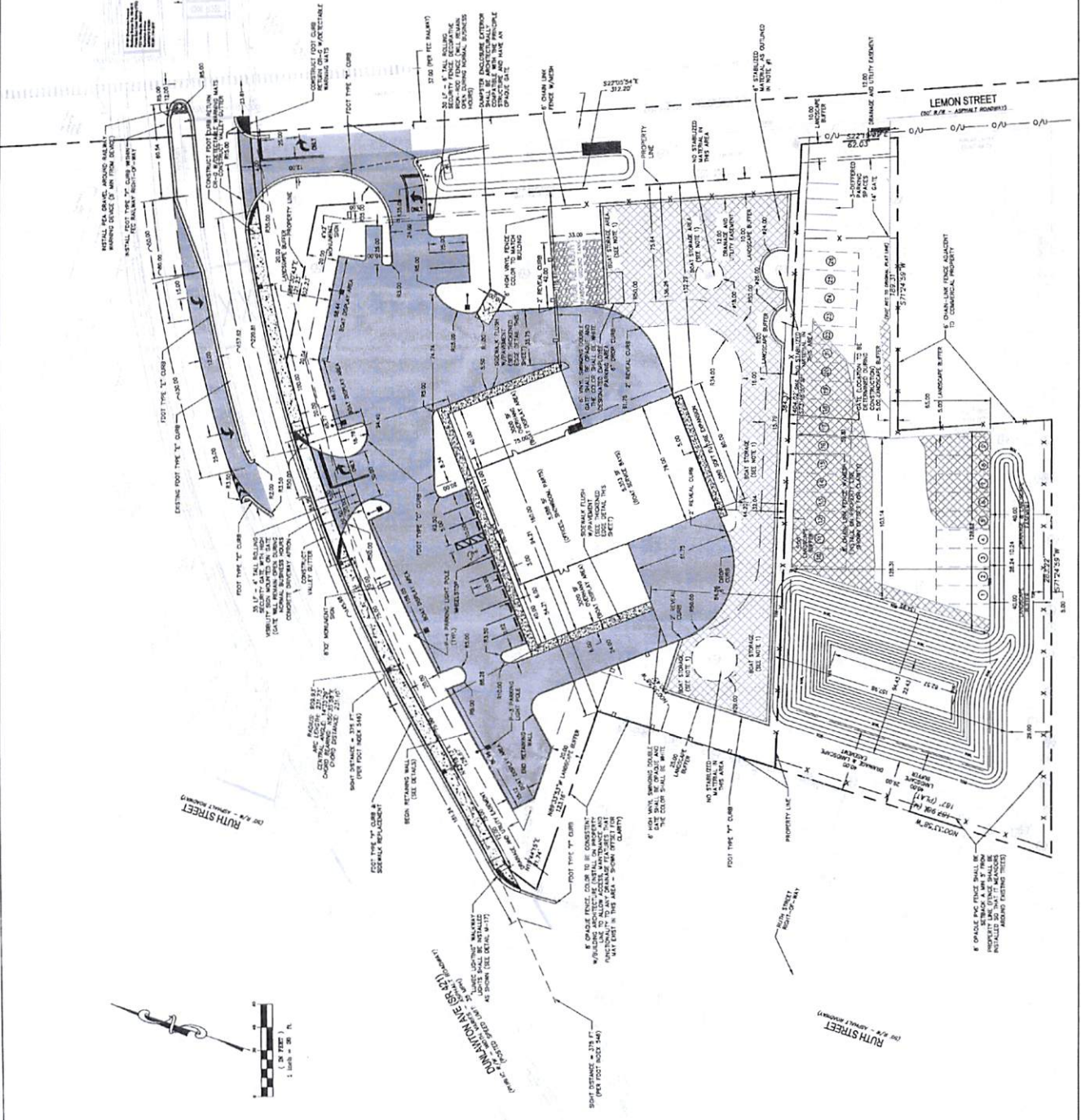


Exhibit "E"

Development Costs Certificate

DEVELOPMENT COSTS CERTIFICATE

The undersigned hereby certifies to the Port Orange Town Center Community Redevelopment District, a public agency and body corporate created pursuant to 163.356, Florida Statutes ("Agency"), that BDW Land Holdings, LLC, a Florida limited liability company has actually paid \$ _____ in hard and soft costs to third parties unaffiliated with Owner in connection with the development of the Project, as defined in the Economic Development Incentive Program Agreement dated _____, by and between the Agency, the City of Port Orange, and BDW Land Holdings, LLC, as reflected in the Certified Engineers Cost Estimate, attached hereto as **Exhibit "1"** and the approved site or subdivision plan, conceptual development plan as contained in a Master Development Agreement, or building plans approved by the City. All statements made and incorporated herein are true and correct in all material respects.

B.D. W. LAND HOLDINGS, LLC, a
Florida limited liability company

By: _____
Bradley D. Wiles, Manager

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

March 9, 2017

Michael J. Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Financial Assistance Request - Developer Incentive Program 5.6.2 (TIF)

Dear Mr. Johansson,

Atlantic Marine and BDW Land Holdings, LLC, are making a \$2,200,000.00 investment in the City of Port Orange. This includes the construction of a 10,000 sq. ft. building on 3.74 acres of land that is on a major roadway in Port Orange. This property is also in the Town Center Redevelopment area. This investment by BDW greatly improves the area and is the first significant project in the Town Center area since its inception. For many years the City of Port Orange has solicited businesses to move to the Town Center through the referenced incentive programs. BDW and Atlantic Marine have stepped forward with a major project for the Town Center.

Atlantic Marine already does business in Port Orange. It will remain in Port Orange with a current staff of 9 employees. With growth will be a need to hire several more employees as a result of the expansion of the business. Atlantic Marine intends to continue to operate both of its locations and it will hire at least 6 more employees over the next two years.

The increased City tax revenue of the new BDW property will be significant. The property currently has a tax value of \$558,866.00 with a tax yield of 11.8842 millage or \$6,641.68 for 2016. Upon completion the new taxable amount of the project is conservatively expected to be \$2,200,000.00 with an estimated tax yield of approximately \$26,145.24 in property taxes on year 1. That results in a tax increase of over \$19,503.56 for one year.

BDW was aware of the City's TIF program when it elected to start its new project. The purpose and intent of the TIF incentive program is to entice businesses to develop property to grow tax revenue, especially non-residential revenue; positive development and expansion; reward retain value added jobs and revitalize the Port Orange Town Center. BDW's action, enticed by the City's program is the positive outcome and implementation of City policy. With

JAMES S. MORRIS, P.A. ♦ P.O. BOX 291687 ♦ PORT ORANGE, FL 32129
750 OAK HEIGHTS COURT, UNIT 304 ♦ PORT ORANGE, FL 32127
386-310-8784 ♦ 386-310-8783 FAX ♦ JIM@JAMESMORRISPA.COM

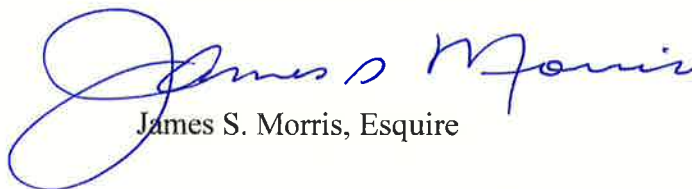
BDW's action, even with TIF in favor of BDW, the City and County tax revenues are increased by the improvements placed by BDW in the Town Center area.

From its anticipated minimum total for acquisition, design and site development expenditure of \$2,200,000.00 dollars, over the allowable twenty (20) year TIF period, BDW is only requesting a maximum reimbursement of Five Hundred Thousand (\$500,000.00) Dollars. Of course, all TIF reimbursement that may occur is a product of the increased ad valorem taxes paid to the City by BDW over the allowable twenty (20) year period. The reimbursement funds will be used to partially offset public improvements and public benefits created by parking, streets and drive aisles accessible to the public, lighting, drainage, utilities, landscaping, exterior signs, traffic control devices, turn lanes, stormwater mitigation and other ancillary benefits created by the Atlantic Marine development. The total estimated value of the improvements is \$2,200,000.00.

My office has previously submitted a Tax Incentive Agreement to the City Attorney's office. A copy of my previous submission is attached. It is my understanding the City Attorney is developing a new agreement format. BDW is willing to work with whatever format the City selects. In conjunction with the Town Center Developer Incentive Program 5.6.2, it is respectfully requested that financial assistance under the TIF mechanism be provided to DBW from the Town Center CRA.

Best regards,

JAMES S. MORRIS, P.A.



James S. Morris, Esquire

JSM/kf

Cc: client

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

February 24, 2017

Michael J. Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

***Re: Land Development Code, Chapter 20- Economic Development Incentives
Request for Assistance***

Dear Mr. Johansson,

In accordance with the Port Orange Land Development Code, Chapter 20, on behalf of B.D.W. Land Holdings, LLC, a Florida limited liability company ("BDW"), in regard to the Atlantic Marine development at 520 Dunlawton Avenue, it is formally requested that pursuant to LDC Chapter 20, the City provide assistance to BDW in the form of a waiver/refund of City fees in the amount of \$66,340.00. Pursuant to Chapter 20, BDW has expended \$91,318.00 for City fees, applications, permits and/or inspections related to the development of BDW's new sales and service facility located in the Town Center CRA. Those fees or portions thereof are legally refundable to BDW under the terms and provisions of LDC Chapter 20. With Chapter 20 incentive and TIF incentives that are separately requested, BDW will locate its primary business site in the Town Center CRA at 520 Dunlawton Avenue.

The requested credits are a modest, approximately 66%, part of the total City fees paid by BDW to develop its property. The return to the City for the requested reimbursement is significant. The project, due to the neighborhood history of flooding, meets a higher standard for stormwater retention/detention than ordinarily required for any development in Port Orange. The project, almost single handedly is addressing correction to the Town Center of some historic roadway deficiencies by (a) improving and widening the intersection of Lemon Street and Dunlawton at the FEC right of way; (b) greatly improving the line of sight available to east bound Dunlawton traffic as it rounds the turn at the FEC tracks to enter the core of the Town Center CRA and the immediate location of Port Orange Elementary; (c) providing FDOT approved modifications to Dunlawton to address traffic movement in the vicinity; and finally (d) remarkably improving the aesthetics of the Atlantic Marine site that was formerly populated by aged, dilapidated buildings, tree removal equipment and a stump dump. Respectfully, it is suggested that the efforts of BDW to literally be ground breaking CRA pioneers and developers to an improved site with significant aesthetics, tax base and financial benefit to the City warrant the Chapter 20 funding requested by this letter.

JAMES S. MORRIS, P.A. ♦ P.O. BOX 291687 ♦ PORT ORANGE, FL 32129
750 OAK HEIGHTS COURT, UNIT 304 ♦ PORT ORANGE, FL 32127
386-310-8784 ♦ 386-310-8783 FAX ♦ JIM@JAMESMORRISPA.COM

BDW through Atlantic Marine currently employs 9 local residents. With the proposed relocation and expansion, BDW estimates it will add approximately 6 jobs to the Atlantic Marine work force. With the consolidation and development of its assembled parcels, BDW will create an estimated post development tax value of Two Million Two Hundred Thousand (\$2,200,000.00) Dollars.

BDW has, or will by the time of project C.O., construct public improvements through modification of the Dunlawton right of way (turn lanes), improvement of line of site and ease of traffic movement at the intersection of Lemon Street and Dunlawton, removal of vegetation and a non-conforming sign near the intersection of Lemon Street and Dunlawton and the addition of surplus on site stormwater retention/detention to minimize impact on the known neighborhood flooding condition of the residential neighborhood near the subject property. The effort by BDW will complement stormwater improvements already made by the City of Port Orange.

BDW is making a pioneering effort within the Town Center CRA. BDW has assembled parcels of land and with redevelopment of the land will create a new image for the subject property, provide a visual announcement to visitors and citizens alike that are entering the Port Orange Town Center and finally provide a substantial augmentation of the Town Center tax base by providing some of the first new construction and development in the area since the creation of the Town Center CRA. B.D.W. Land Holdings, LLC is a family owned business. The family that owns BDW resides in the City as well as operates its business within the City. BDW proudly calls Port Orange home for both personal and professional endeavors. With the City's help, BDW plans to continue growing for years to come in the City.

Best regards,

JAMES S. MORRIS, P.A.



James S. Morris, Esquire

JSM/kf

Cc: client



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (J26) Second Reading - Ordinance No. 2017-5 – Cornerstone Grove PUD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000007

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-5, approving the Cornerstone Grove Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (1/26/2017): Recommended approval, subject to the MDA and CDP being modified to: 1) include language that the Home Owners Association (HOA) documents for the subdivision will require vehicles to park in the garage and not within the courtyard area located between duplex buildings and 2) extend Phan Drive (local street in subdivision) to intersect with the future Yorktowne Boulevard.

The applicant revised the CDP as requested with regard to the extension of Phan Drive. The Planning Commission also recommended additional language be added to the MDA to require homeowners to park in their garages, an addition that was proposed by the applicant. However, upon City Attorney's Office review of the modifications requested by Planning Commission as to the parking, the City Attorney's Office determined that the City could not enforce the requirement in the MDA. The City Attorneys' Office has worked with the applicant to add language in the MDA that clearly requires the HOA to regulate parking in the private drives and courtyard areas. As part of the subdivision plat and plan review, the applicant will be required to submit a draft of the HOA documents that will be recorded along with the plat.

The applicant proposes to establish the Cornerstone Grove Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for an existing Planned Unit Development (PUD) without an active MDA or CDP (Exhibit 1). If approved, the applicant intends to develop the +/- 13-acre parcel located at the west side of Hidden Lakes Drive, north of Yorktowne Boulevard (Figure 1 - Location Map) as a 64-unit duplex residential development along with associated subdivision improvements.

The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. In 2006, the City approved a MDA and CDP for an 80-unit townhome development (Villas of Key Largo). The subject property was never developed and the Villas of Key Largo MDA and CDP expired. The property has remained undeveloped and until a MDA and CDP are approved, executed,

and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

If approved, the proposed Cornerstone Grove MDA and CDP will provide the regulatory framework for the development of the subject property with a maximum of 64 duplex lots at a density of 4.92 units per acre.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-5	Ord. No. 2017-5.pdf
2.	Staff Report	Cornerstone Staff Report CC 3-7.pdf

Robin Fenwick

Created/Initiated - 03/21/2017

ORDINANCE NO. 2017-5

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING
CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD MASTER DEVELOPMENT
AGREEMENT (MDA) AND THE 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 Cornerstone Grove Planned Unit Development a Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") hereinafter referred to as the "Agreement"); and

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

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

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Agreement; and

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

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 Agreement (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Agreement.

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 _____, 2017

Passed and adopted on second and final reading on the day of _____, 2017

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

Exhibit "1"

CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **GEOSAM CAPITAL US (VENETIAN BAY) LP**, a Florida limited partnership ("Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "CORNERSTONE GROVE", involves approximately 13+/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of Geosam Capital US (Venetian Bay) LP, signatory to this MDA. A letter of authorization of ownership is attached to Developer's application materials. This MDA between City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Cornerstone Grove PUD provides for a duplex residential development that offers a unique housing type, adding additional housing choices to the Port Orange community. It will be marketed to and targeted for a variety of demographic groups, including young professionals, active retirees, and "empty nesters" seeking to downsize to homes with less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the "Conceptual Plan"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of streets, lots, common areas and other planned features or improvements to the

Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 64 duplex dwelling units for a maximum density of 5.0 dwelling units per acre. When considered in light of other housing and community choices in the vicinity

(e.g. Royal Palm, Coquina Cove, Shallowbrook at Dunlawton Hills, etc.) the Cornerstone Grove PUD will provide for a compatible residential development that is consistent with surrounding land use pattern, while providing a unique housing option to the Port Orange community.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a sales office in any phase or phases of the development, upon recording of the plat. At Developer's option and, subject to compliance with the terms of this paragraph, the sales office may be moved from one phase to another phase. The sales office shall be for the purpose of selling and reselling residential units within the Cornerstone Grove PUD. Developer may at its option, and subject to the terms of this paragraph, use one or more model homes as the marketing/sales/mortgage company office and Developer may split the sales functions into different housing units. Parking for the temporary activities allowed by this paragraph shall be in the parking spaces provided for the sales office/model home and shall be handicapped accessible.

C. Minimum Lot Area

Lot dimensions and configurations within the PUD are generally depicted on the Conceptual Plan. Duplex units shall be constructed on zero lot lines with no more than two units occupying a single building. The lot sizes and configurations may vary from those depicted generally on the Conceptual Plan, so long as all lots maintain a minimum lot area of 2,700 square feet per unit.

D. Number of Units/Density

The total number of residential units in the development shall not exceed sixty four (64) dwelling units or a gross project density of 5.0 dwelling units per acre.

E. Open Space

The Cornerstone Grove PUD complies with the LDC requirement of a minimum of sixty percent (60%) of the total project area as open space and twenty percent (20%) of the total project area as common open space.

F. Maximum Lot Coverage

- 1. Maximum Building Lot Coverage: 50%
- 2. Maximum Impervious Lot Coverage: 80%

G. Maximum Building Height

The maximum building height shall not exceed 35 feet (35’).

H. Minimum Building Setbacks (principal structure):

- 1. Duplex
 - a. Front 13 ft from adjacent right-of-way; 0 ft for attached structure
 - b. Rear 15 ft from the rear property line; 0 ft for attached structure; 6 ft for Lot 39.
 - c. Side 7.5 ft
 - d. Side Corner Equal to front setback

I. Special Setbacks

No accessory structures or pools shall be allowed in the required rear yard setback area except as follows:

A porch may be built with a setback of five feet (5’) from the rear lot line and seven and one-half feet (7.5’) from the side lot line.¹ Porches are permitted to be either open or enclosed. Alternatively, patios are permitted, subject to compliance with the standards established by the

¹ Duplex is a front and back duplex building, meaning the front unit has private access to the front yard, whereas the back property has private use of the backyard. The “front” of the rear unit of the duplex building faces towards the rear lot line.

LDC (i.e. paver patios at grade shall be two and a one-half feet (2.5') and concrete patios at grade shall be five feet (5')).

Fences are permitted to be installed on lots, subject to compliance with the standards established by the LDC.

J. Minimum Lot Dimensions

1. Lot Area: 2,700 s.f. per unit
2. Lot Width: 47 ft per unit
3. Minimum Floor Area 1,500 s.f. per unit
4. Lot width shall be measured at the front building setback line.
5. Flag lots shall not be permitted.

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be "Court Homes" style and all colors and materials, signage, building orientation, and architectural styles shall be consistent with that theme. "Court Homes" are defined as two abutting duplex building sites which are designed so that a single driveway is constructed between the two duplex building sites and serves all four units. Additionally, the two units of a duplex building are placed one behind the other so that the building is designed to appear from the street as a single family home. Garages are located on the inner-facing side (adjacent to the driveway) of the duplex buildings and are not visible from the street. Such structures shall maintain the overall architectural theme of the project.

6. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase of the Property may be individually platted or, at Developer's option, two (2) or more phases may be platted simultaneously. Each phase or sub-phase shall conform to City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but

not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. In the event only one (1) phase or sub-phase at a time is platted, the plat for a particular phase or sub-phase shall make provisions for allowing connection of the remaining phases or sub-phases in the configuration required by the Conceptual Plan, and contain such reservations, easements and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith. The area included in a particular phase may be modified subsequent to this MDA or divided into sub-phases provided the phase or sub-phase is able to functionally “stand alone” as required above. Such modification to the Conceptual Plan shall be allowed as a minor modification not requiring City Council approval provided Developer can provide a reasonable and justifiable basis for the modified phasing or sub-phasing plan. If the Property is developed and platted in phases or sub-phases, Developer may grade and clear the road rights-of-way, easements and stormwater improvements prior to platting of the lots within a future phase or sub-phase, so long as such grading and clearing is done pursuant to a valid permit from City and the St. Johns River Water Management District. Additionally, if the Property is developed and platted in phases or sub-phases, the six feet (6’) high vinyl fence required to be constructed along the right-of-way line for Yorktowne Blvd. and Hidden Lake Dr., as detailed in Section 12 of this MDA, shall be constructed with the first phase.

The phasing of development shall not effect or change the provisions of Section 14 herein regarding expiration. The concept of phasing or sub-phasing is for the purpose of allowing Developer the flexibility to meet market conditions and the ability to conform to the requirements of this MDA and the LDC.

7. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that Developer will extend water and sewer lines to serve the PUD Property and the development authorized herein. If City desires to extend the water and sewer lines prior to Developer's need for installation of Developer's lines, Developer shall grant the necessary utility easements to City and City shall, at its sole cost, install and pay for such lines. Stormwater shall be retained as generally depicted on the Conceptual Plan. In addition, stormwater facilities for the extension of Yorktowne Boulevard shall be provided as depicted on the Conceptual Plan. Developer shall comply with City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

8. ROADS, SIDEWALKS, PARKING, AND CONNECTIVITY

Roads, and sidewalks within the Cornerstone Grove PUD shall be public and dedicated to the City via the recorded plat. The development of the Cornerstone Grove PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and Code of Ordinances. Access to Cornerstone Grove is provided through two access points at Hidden Lake Drive and one stub out to the right of way line of Yorktowne Boulevard for future roadway connection when Yorktowne Boulevard is built. Developer shall install a minimum four foot (4') wide sidewalk on both sides of the roadways within the development. All roads and sidewalks shall be built to City standards.

Parking areas shall, in addition to the parking spaces in the garage of each duplex dwelling unit and on public rights-of-way as permitted by the Code of Ordinances, be permitted in a designated area shown as Tract B on the attached Conceptual Plan. In addition, there are designated visitor parking spaces throughout the development within each motor court area, as shown and described as visitor parking on the attached Conceptual Plan. The HOA will regulate parking within the motor court areas and on the shared driveways between adjacent duplex buildings by establishing provisions in the covenants and restrictions. Said provisions may be

enforced by fines and liens imposed by the HOA upon the individual lots and all other remedies available at law.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded. Alternatively, in the event that Developer works with the City of Port Orange to redesign the segment of Yorktowne Boulevard extension (from the intersection of Yorktowne/Hidden Lakes to the north limits of the PUD) adjacent to the project, impact fee credits may be requested by Developer according to Chapter 21, Article II, Section 11 of the LDC.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

Developer will form and incorporate a non-profit homeowners' association which will operate, maintain, and control, subject to other documents of record, the common areas, and common facilities, including but not limited to all sidewalks, parking lots and access driveways thereto, common open space, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The general scope and format of the homeowners' association documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners' associations in Port Orange. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation, and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each

and every member requiring the maintenance and service of his own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites in order to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a building site subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of common areas and facilities. If the association fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as City may deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of ten feet (10') along portions of Hidden Lakes Drive and Yorktowne Boulevard property boundaries and a width of five feet (5') along the north property boundary, adjacent to the proposed forty five foot (45') drainage easement, shall be provided for the Cornerstone Grove PUD, as shown in the Conceptual Plan. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping

requirements for the buffer. Existing vegetation that is determined by City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final plat shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the ten foot (10') perimeter buffer installed as depicted in the Conceptual Plan. Installation of the ten foot (10') landscape buffer along Yorktowne Blvd. must be installed prior to approval of the subdivision and issuance of the first Certificate of Occupancy in the subdivision. The landscape buffers shall be part of the common area to be conveyed to the HOA. Maintenance and repair of the landscape buffers within said common area shall be the responsibility of the HOA. As part of the subdivision process, there shall be a landscape conservation and maintenance easement granted to the Cornerstone Grove HOA to ensure that the landscape buffers are properly preserved and maintained. The Cornerstone Grove HOA shall establish maintenance standards in the covenants and restrictions for the landscape buffers.

12. FENCING ALONG EXISTING RIGHTS-OF-WAY

A six feet (6') high vinyl fence shall be constructed along the right-of-way line of Yorktowne Blvd. and Hidden Lake Dr. to buffer and screen the developed portion of the Cornerstone Grove PUD, as shown on the Conceptual Plan. Construction of the six feet (6') high vinyl fence along Yorktowne Blvd. will be located outside the twelve foot (12') Utility/Drainage/Access Easement. Construction of the six feet (6') vinyl fence along Hidden Lake Dr. will comply with the visual clearance requirements in Chapter 12, Section 6 of the LDC (five feet (5') setback from the right-of-way and the twenty-five feet (25') visual clearance triangle at the intersection of two (2) rights-of-way). Maintenance and repair of the six feet (6')

vinyl fences shall be the responsibility of the Cornerstone Grove HOA. As part of the subdivision process, there shall be a maintenance easement granted to the Cornerstone Grove HOA to ensure that said six feet (6') high vinyl fences are maintained.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of City's LDC. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Plan.

14. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Development of the Cornerstone Grove PUD shall commence within three (3) years from the date of execution of this MDA. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan as referred to in Section 3 of this MDA, shall not be effective unless in writing and signed on behalf

of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this MDA shall be published by the City, at Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH THE LAWS

Developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that Developer's successors in title will be bound by Developer's commitments made in this MDA.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this MDA.

18. ENFORCEABILITY

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

19. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this

_____ day of _____, 2017.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

CITY OF PORT ORANGE,
a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

By: _____
Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2017, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2017, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

DEVELOPER:

**GEOSAM CAPITAL US (VENETIAN BAY)
LP, a Delaware limited partnership**

By: Geosam Capital US GP LLC, a Delaware
limited liability company, its general partner

By: _____
Martin Pham, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Martin Pham as Manager of Geosam Capital US GP LLC, a Delaware limited liability company and General Partner of Geosam Capital US (Venetian Bay) LP, a Delaware limited partnership. . He is personally known to me OR has produced _____ as identification.

Notary Type, Print or Stamp Name
My commission Expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2055.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT WIDE RIGHT OF WAY) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 3994.83 FEET, A CENTRAL ANGLE OF 05°49'28" AND A CHORD BEARING OF N53°30'41"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 2161.92 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N33°34'35"E, 100.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 1444.30 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N01°54'42"W ALONG SAID WEST SECTION LINE 16.36 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE DEPART SAID WEST SECTION LINE N89°53'21"E ALONG SAID WESTERLY PROLONGATION AND SAID SOUTH BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV A, AS RECORDED IN MAP BOOK 40, PAGES 86-87, OF SAID PUBLIC RECORDS, 1279.44 FEET; THENCE DEPART SAID LINE S00°57'27"E, 671.61' TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 34°32'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 114.52 FEET; THENCE S33°34'135"W, 37.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 00°00'00" AND A CHORD BEARING OF S78°34'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.998 ACRES, MORE OR LESS.

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

PROJECT TEAM

GEOSAM CAPITAL US LP
424 LUNA BELLA LANE, SUITE 122
NEW SMYRNA BEACH, FL 32158
PHONE: (386) 426-8448
EMAIL: PAFRICAN@GEOSAM.CA

NEWKIRK ENGINEERING, INC.
1370 NORTH US HIGHWAY 1, SUITE 204
ORMOND BEACH, FL 32174
PHONE: (386) 260-7599
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

RECEIVED
12-23-16
CITY OF PORT ORANGE
Community Development

3025 EDGEWATER DRIVE
ORLANDO, FL 32804
PHONE: (407) 650-8770
EMAIL: MAIL@THEEVANGROUP.COM

AIA GEO. INC.
1375 NORTH US HIGHWAY 1, SUITE 602
ORMOND BEACH, FL 32174
PHONE: (386) 405-4797
EMAIL: AIA@CINCORP.COM

18-16-33-00-00-0091

PORT ORANGE, FL 32129

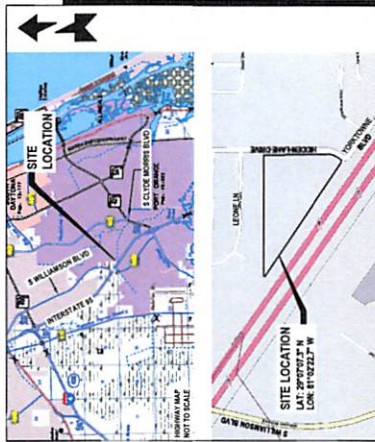
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
FAX: (386) 760-4067
EMAIL: BPOH@UNIVERSALENGINEERING.COM

NUMBERS

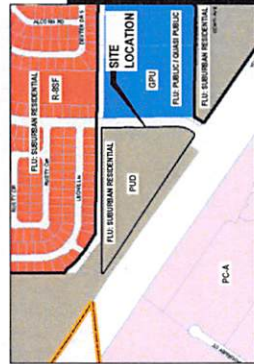
CITY OF FORT ORANGE (386) 506-5600
ORANGE UTILITY DEPARTMENT (386) 506-5754
PORT ORANGE UTILITY DEPARTMENT (386) 506-5754
AS (386) 972-2223
WATER & LIGHTING (386) 322-3400
STORM SEWER (386) 322-3400
LIGHTHOUSE NETWORKS (386) 786-9900

NUMBERS

CITY OF PORT ORANGE (386) 506-5600
ORANGE UTILITY DEPARTMENT (386) 506-5754
PORT ORANGE UTILITY DEPARTMENT (386) 506-5754
A.S. (386) 672-2232
WATER & LIGHT (386) 372-3420
B.T. (386) 254-8550
RIGHTHOUSE NETWORKS (386) 760-9950



LOCATION MAP
SCALE: 1" = 600'



ZONING / FLU MAP

SOILS MAP



SOILS MAP
(34) MYAKKA-ST. JOHNS COMPLEX (HYD. GROUP D)
(60) SMYRNA-SMYRNA WET FINE SAND, 0 TO 2 PERCENT SILICEOUS SAND GROUP (HYD. GROUP E)



NOTE:
COMPLIANCE WITH THE CITY OF PORT
ORANGE LAND DEVELOPMENT CODE
MAY NECESSITATE MODIFICATION OF
THE CONCEPTUAL DEVELOPMENT PLAN.



HARRY H. NEWBORN, P.E. # 62874

→

ROBERT M. NEWBORN, P.E. & CENPH
 6000 ALABAMA AVE. # 100, HOUSTON, TX 77057-1000
 TEL: 713/865-1000 FAX: 713/865-1001
 WWW.CENPH.COM

FLU: SUBURBAN RESIDENTIAL

100

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

54

.....

100

DATE	DESCRIPTION
10/19/16	CITY COMMENTS
12/21/16	CITY COMMENTS
3/17/17	CITY COMMENTS
10/17/17	CITY COMMENTS



NEWKIRK
ENGINEERING
1370 North US 1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 296-7599
karry@newkirk-engineering.com
Certificate of Authorization
No. 32256
© 2013
Civil Engineering
Land Development
Construction Engineering &
Infrastructure

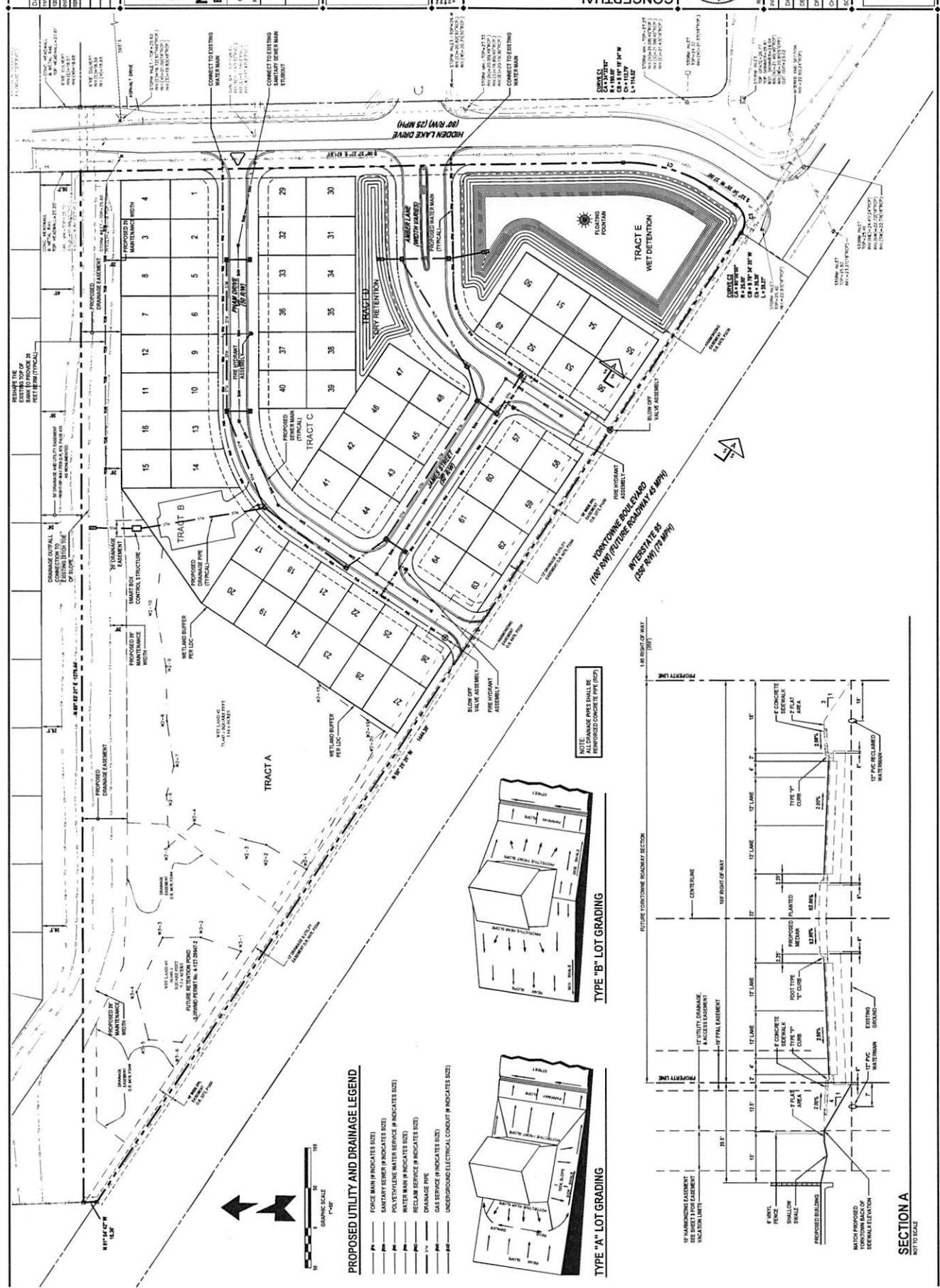


CONCEPTUAL
DRAINAGE AND UTILITY PLAN



PROJECT No:	2016-237
DATE:	OCTOBER 2016
DESIGN BY:	HBN
DRAWN BY:	DAB
CHECKED BY:	HBN
SCALE:	1"=50'
DRAWING NUMBER:	

4



SECTION A
NOT TO SCALE



STAFF REPORT

Restatement of Master Development Agreement and
Conceptual Development Plan for the Cornerstone Grove PUD
CASE NO. 16-40000007

REQUEST:	To approve the Cornerstone Grove Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for an existing PUD without an active MDA and CDP
APPLICANT/ OWNER:	Geosam Capital US (Venetian Bay) LP
LOCATION:	West side of Hidden Lakes Drive & Horizon Elementary School, North of Yorktowne Boulevard
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King, Planner (386) 506-5676
PLANNING COMMISSION:	January 26, 2017, Recommended Approval
CITY COUNCIL:	March 7, 2017

INTRODUCTION:

The applicant proposes to establish the Cornerstone Grove Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for an existing Planned Unit Development (PUD) without an active MDA or CDP (Exhibit 1). If approved, the applicant intends to develop the +/- 13-acre parcel located at the west side of Hidden Lakes Drive, north of Yorktowne Boulevard (Figure 1 - Location Map) as a 64-unit duplex residential development along with associated subdivision improvements.

Figure 1. Location Map



The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. In 2006, the City approved a MDA and CDP for an 80-unit townhome development (Villas of Key Largo). The subject property was never developed and the Villas of Key Largo MDA and CDP expired. The property has remained undeveloped and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

Currently, the property's Future Land Use designation is *Urban Medium Density Residential* (4-8 units/acre) and its zoning of PUD foreshadows the intent that the property be developed for residential purposes. The proposed development will be reducing the density from the previously approved 80-unit townhome development to a 64-unit duplex residential development.

The subject property is currently undeveloped and located north of Yorktowne Boulevard, between I-95 and Horizon Elementary School. The following table summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps for the subject property and the adjacent properties are attached (Exhibit 2).

Table 1. Adjacent Future Land Use and Zoning

Direction	Future Lane Use	Zoning	Land Use
North	Suburban Residential 2-4 units/acre	R-8SF	Single-Family Residential
South	I-95 Right-of-way	I-95	Federal Highway
East	Public/Institutional	GPU (Government/Public Use)	Horizon Elementary School
West	I-95 Right-of-way	I-95 Right-of-way	Federal Highway

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better-quality project. The CDP is an exhibit to the proposed MDA that includes the general location and size of the residential lots, parking, landscape buffers, screening, utilities, and drainage areas.

Specific subdivision development requirements listed the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water, sewer, and reclaim lines, shape and depth of the stormwater pond, design of the parking lot, roadway design, and other subdivision requirements are finalized with the subdivision plans. The subdivision plan is typically a 30 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The subdivision plans for the Cornerstone Grove Subdivision are required to be designed to meet the requirements of the LDC and the proposed MDA.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The +/- 13-acre subject property is designated *Urban Medium Density Residential* (4-8 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Exhibit 2). As shown on Exhibit 2, the majority of the 13-acre property has a Future Land Use (FLU) designation of *Urban Medium Density Residential* (4-8 units/acre) and the proposed subdivision is located within this FLU designation. Specifically, the Comprehensive Plan states that the *Urban Medium-Density Residential* category includes **duplex**, villa, cluster, townhouse, mobile home, manufactured or multi-family housing at densities of between four and eight units per acre. The overall density of the project is consistent with the Future Land Use designation of the property. The proposed MDA to allow **64 duplex lots (4.92 units/acre)** is consistent with the intent of the underlying future land use designation.

DEVELOPMENT PROPOSAL:

If approved, the proposed Cornerstone Grove MDA and CDP will provide the regulatory framework for the development of the subject property with a maximum of 64 duplex lots at a density of 4.92 units per acre (Figure 2). The following discussion will focus on aspects of the proposed MDA and CDP such as general site layout, access, setbacks, lot dimensions, landscape buffers, traffic and other infrastructure capacity.



Figure 2. Color Rendering of Subdivision Layout – Provided by the Applicant

According to the applicant, if the MDA were approved, it would provide the framework to develop a duplex residential subdivision that will be marketed toward young professionals, active retirees and empty nesters seeking to downsize homes, with less maintenance responsibility. As described in the applicant's proposed MDA, the architectural style of the

duplexes will be consistent regarding colors and materials, building orientation, and architectural style. The design of the proposed structure consists of two tandem duplex buildings that are designed with a single driveway between the two duplex buildings. The garages for each duplex unit are accessed through a common driveway located between the duplex buildings so they are not visible from the street. Additionally, the applicant states that the design of the duplex building will appear as a single-family home from the street (Figure 3 and 4).

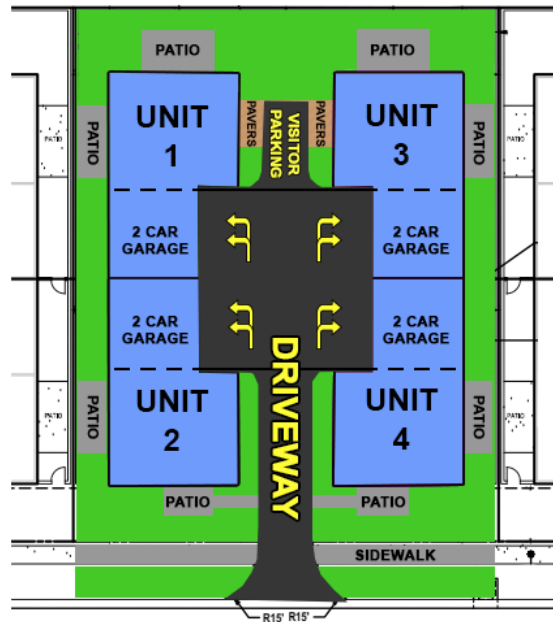


Figure 3. Typical Lot Layout Detail



Figure 4. Street view of proposed duplex buildings

The applicant also states that the proposed duplex residential development will be different compared to other duplex developments in the City such as Royal Palm, Dunlawton Hills, Coquina Cove, Riverwood, etc.... (Figure 5). According to the applicant, the lot configuration and driveway placement for the proposed development maintains areas for on-street parking, allows adequate locations for trees in the front yard, minimizes sidewalk conflicts by minimizing curb cuts for driveways, eliminates duplexes with dominant front-facing garages, and promotes home ownership opportunities.



Figure 5. Typical Duplex Layout

General Layout

The CDP for the proposed MDA shows the general lot layout for the proposed 64-lot duplex subdivision. The general site layout and subdivision improvements associated with this development will comply with the requirements of the Land Development Code (LDC) and the MDA.

The design of the proposed dwelling units consists of two tandem duplex buildings that are designed with a single driveway between the two duplex buildings. The 2-car garage for the duplex unit is accessed through a common driveway located between the duplex buildings so they are not visible from the street.

Dimensional Building and Lot Requirements:

The proposed MDA provides the dimensional requirements for the proposed residential lots for the subdivision. The proposed building setback and lot requirements in the MDA are generally consistent with City's standard zoning districts that permit duplexes and the other PUDs that allow duplexes (Table 2). The proposed development provides the majority of its open space in common areas instead of the individual lots. The overall amount of open space is generally consistent with other duplex requirements but is allocated differently. According to the applicant, this approach to open space is consistent with the preference of the resident the developer will market toward. According to the applicant, the proposed subdivision is intended for residents seeking an attractive and functional home but without the maintenance demands of a yard, therefore; a large yard is not a necessity.

Table 2. Dimensional Requirements

Zoning District	Min. Living Area/D.U.	Min. Lot Area	Min. Lot Width	Max. Building Coverage	Min. Open Space	Front Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Max. Height
Cornerstone Grove PUD	1,050 SF	2,800 SF	50'	50%	20%	13'	15' between bldgs.	15'	35'
Coquina Cove Phase 1 (attached)	600 SF	1,800 SF	18'	35%	40%	15'	15' between buildings	25'	35'
Royal Palm PUD	1,020 SF	2,550 SF	25'	60%	10%	20'	5'	20'	35'
Dunlawton Hills PUD*	900 SF	3,500 SF	32' ***	N/A	N/A	20'	15'	15'	35'
Riverwood PUD **	600 SF	N/A	38' ***	N/A	N/A	30'	15' between buildings	50' between buildings	35'
R-2D	900 SF	5,000 SF	50'	40%	35%	30'	10'	25'	35'
PC-A Neighborhood	600 SF	1,800 SF	18'	40%	40%	15'	15' between buildings	25'	35'

* Minimum lot width, maximum building coverage, and minimum open space was not listed in the MDA

** Minimum lot width and lot area, maximum building coverage, and minimum open space was not listed in the MDA

*** Minimum lot width for Dunlawton Hills is 32 feet and minimum lot width for Riverwood Phase IV-A is 38 feet.

Roadway/Sidewalks

Roads within the development will be public and constructed to City standards. Access to the development will be provided from Hidden Lakes Drive via a main entrance road and a right in/right out access point at the north end of the development. The main entrance road will align with the existing driveway for Horizon Elementary School to create a true intersection. Sidewalks within the development and along Hidden Lakes Drive will be public and constructed to City standards.

Traffic

The proposed subdivision will be required to comply with the City's Concurrency Management requirements in the LDC. If the MDA is approved, a traffic study could be required at the time the subdivision plat and plans are reviewed to identify any improvements that might be needed. Similar to other developments within the City, the developer may be required to enter into a Concurrency Fair-Share Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition, a 64-lot duplex subdivision could generate an additional 372 daily trips (186 entering and 186 exiting). The ITE Trip Generation Manual is nationally recognized for conducting site impact studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

The Yorktowne Boulevard extension is planned as a four-lane median divided urban collector roadway extending from Hidden Lakes Drive to Willow Run Boulevard. The completion of Yorktowne Boulevard would provide an alternate route for vehicles to cross I-95 and relieve congestion at the I-95/ Dunlawton intersection. There are two remaining segments of Yorktowne Boulevard that remain to be constructed; the central segment and the north segment (Figure 6 on Page 7).

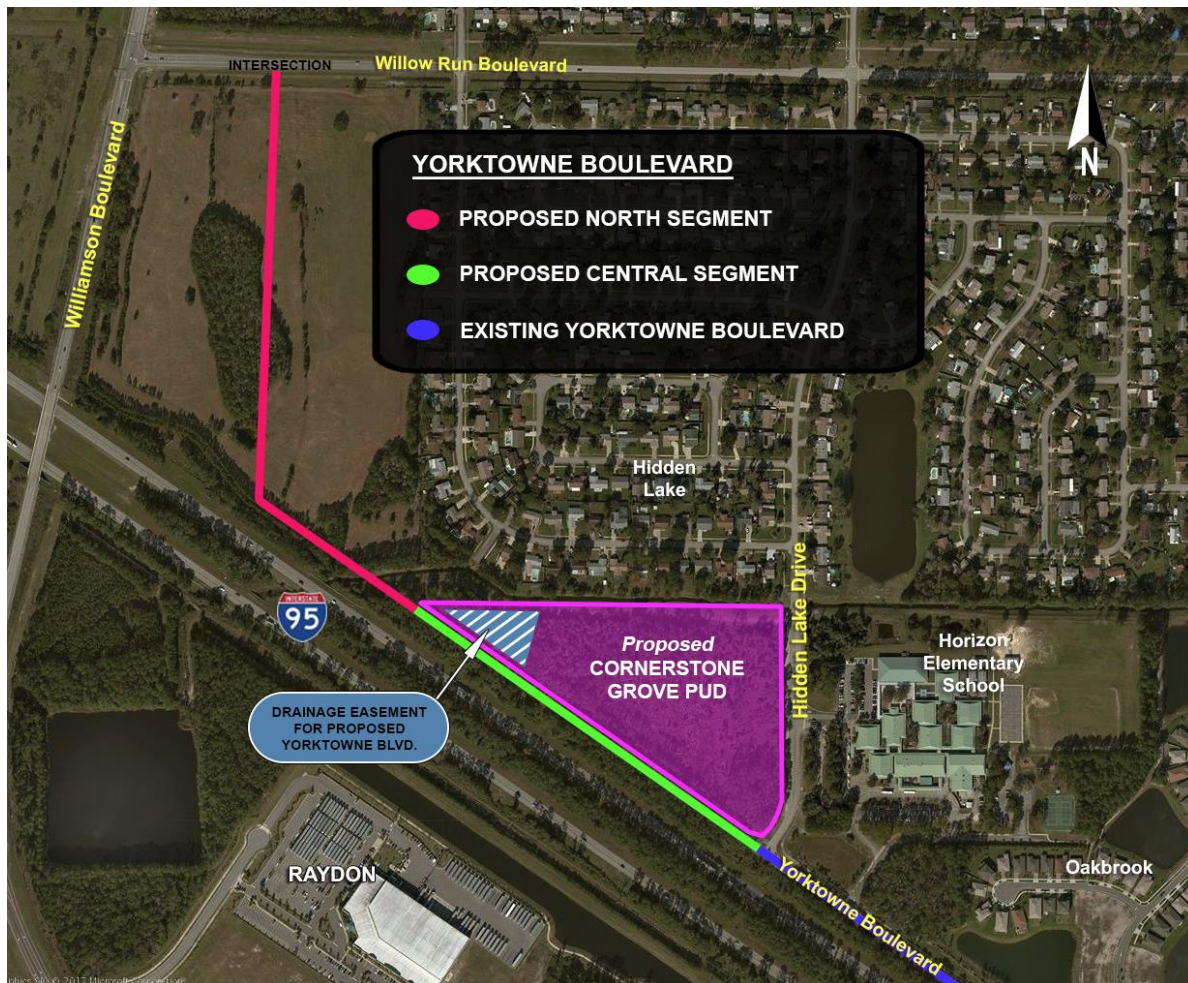


Figure 6. Yorktowne Blvd. Extension

The central segment, adjacent to the west boundary of the subject property, is +/- 1,600 feet from Hidden Lakes Drive to the south end of the former Nautica Lakes development. As part of the previous Villa of Key Largo MDA, the property owner dedicated a 100' right-of-way for this segment to the City and granted an easement at northwest corner of the subject property for stormwater associated with the Yorktowne Boulevard extension. The City has completed roadway design plans for this segment and there is currently money budgeted for construction of the central segment.

The north segment is +/- 2,000 feet from Willow Run Boulevard to the south side of the B-19 Tributary #1 crossing. The 100' right-of-way for this segment is not currently dedicated to the City. The current property owner of the property the north segment would be located on has completed roadway design plans but a funding source has not been identified at this time for the north segment and no private development has been proposed.

Open Space:

For a PUD, the LDC requires a minimum sixty percent (60%) of the overall PUD to be open space, at least twenty percent (20%) of which must be common open space. According to the LDC and past approved PUDs, open space includes, but is not limited to, tree and environmental preservation areas, water bodies, community gardens and

common area parcels and portions of the rights-of-way that are pervious, and are not developed with impervious surface unless part of common open space. Common open space may include impervious areas developed with recreational facilities, clubhouses, docks, walkways, community gardens, preservation of natural resources and natural features, and related parking and support features.

The applicant states that the proposed CDP design contains sufficient, well-placed open space including conservation areas to prevent an unattractive, overbuilt environment. The CDP includes conservation land, recreation areas, sidewalks, picnic/play areas with parking, a 50-foot buffer/canal easement along the north boundary and a 10-foot buffer and 6-foot tall white PVC fence along the Hidden Lake Drive, Yorktowne Boulevard rights-of-way, and the north boundary line adjacent to lots.

Parking

The proposed development will comply with the parking requirements in the City's LDC for duplexes. The proposed CDP provides 2 garage parking spaces for each duplex lot along with 1 visitor parking space. According to the LDC, a minimum of 2 parking spaces are to be provided for each unit along with 32 visitor parking spaces.

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscape and screening requirements of the City's LDC such as right-of-way and perimeter buffers, tree preservation, and a 6-foot tall PVC fence adjacent to Hidden Lakes Drive and the future Yorktowne Boulevard. A formal review of the landscaping and design of the fence will occur with the review of the subdivision plat and plans to verify compliance with the MDA and the LDC.

The proposed MDA requires any proposed development to comply with the existing City regulations pertaining to protected wildlife species, wetlands and tree preservation. Any wetland impacts identified during subdivision plan review will require permitting and appropriate mitigation through St. Johns River Water Management District (SJRWMD).

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made from Hidden Lake Drive.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of a retention pond. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code (LDC), the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25-year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

The drainage area shown on the CDP will provide stormwater drainage for the entire 13-acre property and will also be required to meet the stormwater requirements of the St. Johns River Water Management District (SJRWMD). If the PUD zoning amendment is

approved, formal engineered drainage plans are required to be submitted as part of subdivision plat and plans application.

Schools

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.

STAFF DEVELOPMENT REVIEW COMMITTEE REVIEW:

The Staff Development Review Committee (SDRC) has reviewed the proposed MDA and CDP and there are no remaining comments that need to be addressed.

RECOMMENDATION:

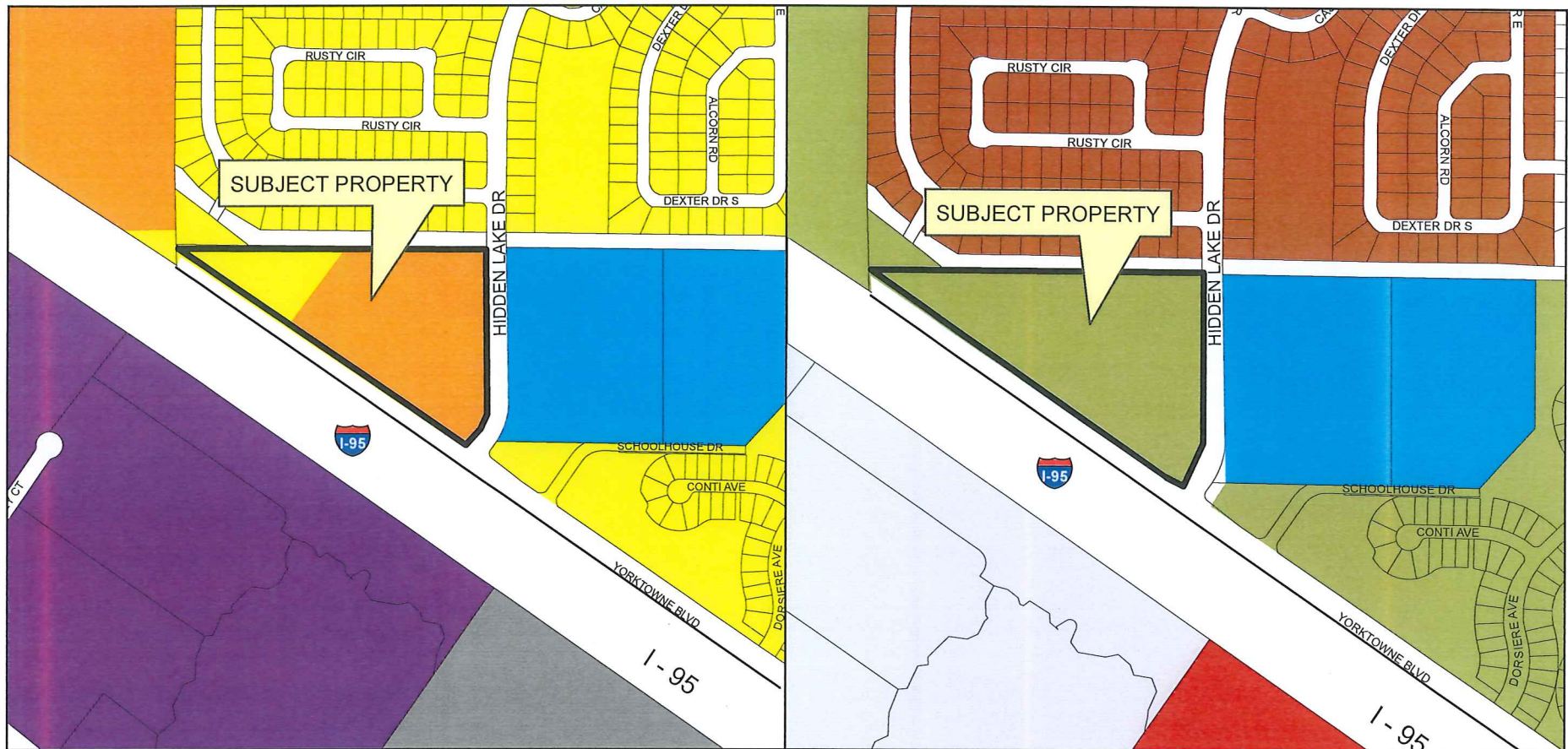
Staff recommends **approval** of the Cornerstone Grove PUD Master Development Agreement and Conceptual Development Plan, subject review by the City Attorney as to legal form and content.

ATTACHMENTS:

1. Exhibit 1 - See Ordinance No. 2017-5
2. Exhibit 2 - Current Zoning and Future Land Use Maps of the subject property and adjacent properties.

EXHIBIT 1

See Ordinance No. 2017-5 for the Cornerstone Grove Master Development Agreement
and Conceptual Development Plan



FUTURE LAND USE

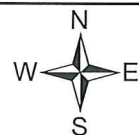
- Public/Institutional
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Planned Community
- Warehouse/Industrial

ZONING

- GPU Government/Public Use
- R-8SF Single Family Residential
- PC-A Planned Community-Agricultural
- PUD Planned Unit Development
- PCD Planned Commercial Development

LOCATION MAP - CASE NO. 16-40000007

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (K27) Proposed projects for the River to Sea TPO 2017 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2017 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

1. Williamson Boulevard Southbound Left Turn Lane at Taylor Road
2. Herbert Street Eastbound Left Turn Lane at Clyde Morris Boulevard
3. Madeline Avenue (East) and Bruner Road Sidewalks
4. Eastbound Madeline Avenue Median and Left Turn Lane at Clyde Morris Boulevard
5. Southwinds Boulevard Median and Turn Lanes at Clyde Morris Boulevard

Move to authorize staff to withdraw the Herbert Street Sidewalk from Jackson Street to the FEC Railway from the TPO's Projects Awaiting Feasibility Study List.

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue Intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right turn lane at Village Trail, Herbert Street sidewalk, and Spruce Creek Trail south of Taylor Road.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval to submit applications for additional projects to be placed on the TPO's 2017 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO priority list. Attached are map for the projects listed below. (Exhibit "A")

If these projects are selected and the City chooses to fund them, the projects will require up to a 10% local government match. With these projects, the City pays for the

project up front and is then reimbursed. If these projects are accepted, it is anticipated that the 301 Capital Projects Fund will be the initial funding source.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	TPO -2017 Call 4 Project Staff Report.pdf
2.	Staff Report Exhibit "A"	TPO call for projects CC 3-28 Location Map with example.pdf

Melanie Schmotzer	Created/Initiated - 03/09/2017
Tim Burman	Approved - 03/09/2017
Wayne Clark	Approved - 03/09/2017
Jake Johansson	Approved - 03/09/2017
Robin Fenwick	Final Approval - 03/10/2017



STAFF REPORT

Proposed projects for the River to Sea TPO 2017 Transportation Improvement Program Priority List

REQUEST:

To authorize staff to submit applications for the 2017 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

1. Williamson Boulevard Southbound Left Turn Lane at Taylor Road
2. Herbert Street Eastbound Left Turn Lane at Clyde Morris Boulevard
3. Madeline Avenue (East) and Bruner Road Sidewalks
4. Eastbound Madeline Avenue Median and Left Turn Lane at Clyde Morris Boulevard
5. Southwinds Boulevard Median and Turn Lanes at Clyde Morris Boulevard

To authorize staff to withdraw the Herbert Street Sidewalk from Jackson Street to the FEC Railway from the TPO's Projects Awaiting Feasibility Study List.

STAFF RECOMMENDATION:

Approval

STAFF CONTACT:

Tim Burman, Planner Manager (386) 506-5675

CITY COUNCIL DATE:

March 28, 2017

SUMMARY:

Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue Intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right turn lane at Village Trail, Herbert Street sidewalk, and Spruce Creek Trail south of Taylor Road.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval to submit applications for additional projects to be placed on the TPO's 2017 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO priority list. Attached is a map for the projects listed below. (Exhibit "A")

If these projects are selected and the City chooses to fund them, the projects will require up to a 10% local government match. With these projects, the City pays for the project up front and is then reimbursed. If these projects are accepted, it is anticipated that the 301 Capital Projects Fund will be the initial funding source.

- 1. Southwinds Boulevard Median and Turn Lanes at Clyde Morris Boulevard:** This project consists of reducing the size of the existing median, redesigning the westbound Southwinds Boulevard turn lanes onto Clyde Morris Boulevard, installing additional street lights at the intersection of Clyde Morris Boulevard and Southwinds Boulevard, and installing a 5' sidewalk as part of this project along the south side of Southwinds Boulevard to connect Clyde Morris Boulevard to Tradewinds Lane. The improvements to the intersection are intended to improve safety for pedestrians and vehicles, traffic flow to and from Clyde Morris Boulevard, and reduce maintenance cost.
- 2. Eastbound Madeline Avenue Median and Left Turn Lane at Clyde Morris Boulevard:**
This project consists of removing the existing median and increasing the stacking area for the left turn lane on eastbound Madeline Avenue at Clyde Morris Boulevard. Increasing the stacking area of the left turn lane will improve traffic flow, reduce delays for turning vehicles, reduce maintenance cost related to the median, and improve intersection safety. The left turn lane onto Clyde Morris Boulevard experiences congestion throughout the day, most notably in the morning and late afternoon. The proposed modification to expand the left turn lane and remove the median will assist in maintaining the functional capacity of the Madeline Avenue and Clyde Morris Boulevard intersection.
- 3. Herbert Street Eastbound Left Turn Lane at Nova Road:** The project consists of extending the stacking area for the existing left turn lane on eastbound Herbert Street at Nova Road to improve movement through the intersection, specifically for vehicles turning left onto Nova Road. The current left turn lane onto Nova Road experiences congestion throughout the day, most notably in the morning and late afternoon. The proposed turn lane extension would segregate cars turning left onto Nova Road from through traffic and traffic turning right and would assist in maintaining the functional capacity of Herbert Street.
- 4. Williamson Boulevard Southbound Left Turn Lane at Taylor Road:** The project consists of constructing a third left turn lane on southbound Williamson Boulevard at Taylor Road to improve movement through the intersection, specifically for vehicles turning left onto Taylor Road. Currently there are two left turn lanes onto Taylor Road but a recent traffic study has indicated that this intersection is projected to operate outside its adopted level of service and experience congestion throughout the day, most notably in the morning and afternoon. The proposed third turn lane would allow more vehicles turning left onto Taylor Road during the current allowed green light and would assist in maintaining the functional capacity of the Williamson Boulevard and Taylor Road intersection.
- 5. Madeline Avenue (East) Sidewalk and Bruner Road Sidewalk:** This project consists of constructing a minimum eight-foot wide sidewalk along the north side of Madeline Avenue from Clyde Morris Boulevard to Nova Road, a distance of 6,200 feet (1.17 miles) and a five-foot wide sidewalk on the east side of Bruner Road, from Madeline Avenue to Stillwood Court, a distance of 1,000 feet (0.19 miles). Additional right-of-way is anticipated to be needed for the sidewalk along Madeline Avenue, near the intersection of Red Pontiac Drive (east end of Madeline Avenue). The sidewalks would

provide a safe route for people in the subdivisions (Viking, Sandlewood Estates, Southwinds, and Lighthouse Point Mobile Home Park) who walk to and from the commercial uses at the intersections at Clyde Morris Boulevard and Nova Road.

The East/West Trail would provide a safe multi-purpose trail for all residents to walk or bike from Coraci Park to Riverwalk Park. The proposed bicycle/pedestrian path will expand opportunities for residents to access existing parks, neighborhoods, and commercial nodes located in the City by bike or walking.

Future phases for the East/West Trail to link Coraci Park to Riverwalk Park would include the following segments:

- a. Charles Street from at McDonald Road to Ridgewood Avenue (anticipated to be constructed as part of FDOT St. Johns River to Sea Loop Regional Trail project and would replace 5' sidewalk with minimum 8' sidewalk);
- b. Madeline Avenue from Williamson Boulevard to Clyde Morris Boulevard; and
- c. Madeline Avenue from Coraci Park to Williamson Boulevard (anticipated to be constructed with Madeline Avenue extension).

The 8' sidewalk on the north side of Madeline Avenue would also provide a safe multi-purpose trail for all residents to walk or bike and would be able to be part of a cross-city East/West trail that connects to Riverwalk Park, Halifax Linear Park, and the St. Johns River to Sea Loop Regional Trail (multi-use trail along Halifax Drive or US 1). When completed, the proposed East/West trail would expand opportunities for residents to access existing parks located in the City by bike or walking.

Dunlawton Pedestrian Bridge: This project is not proposed as part of the TPO list due to an alternate funding program at no cost to the City. In the Summer of 2017, FDOT will be funding and preparing a Project Development and Environment (PD&E) Study to evaluate the construction of a 12.5-mile multi-use trail along Halifax Drive and US 1 and a pedestrian bridge that would span over Dunlawton Avenue to allow pedestrians and cyclist using the Halifax River multi-use trail a safe, above ground crossing of the busy road. The 12.5-mile multi-use trail will be part of the East Coast Greenway and the 300-mile St. Johns River to Sea Loop that will traverse five counties (Brevard, Flagler, Putnam, St. Johns, and Volusia). The project will provide a safe multi-use trail for all residents to walk or bike along the Halifax River and expand opportunities for residents to access existing parks located in the City and to the north (South Daytona) and south (New Smyrna Beach) by biking or walking.

As part of the (PD&E) Study, staff has requested FDOT to evaluate a pedestrian bridge to span over Dunlawton Avenue for pedestrians and cyclist using the multi-use trail to safely cross Dunlawton Avenue without crossing travel lanes and remain on the trail, instead of exiting the trail to cross at the Dunlawton Avenue/Ridgewood Avenue intersection. The pedestrian bridge would connect the proposed trail on the north side of Dunlawton Avenue with the proposed trail on the south side of Dunlawton Avenue.

Herbert Street Sidewalk from Jackson Street to the FEC Railway: Staff recommends withdrawal of the Herbert Street Sidewalk project from the TPO's Projects Awaiting Feasibility Study List due to its low ranking. The project is currently ranked 20 out of 20 applications on the Feasibility Study List. The project was initially submitted in 2012 and consisted of constructing a 5' sidewalk on the south side of a 1.04-mile segment of Herbert Street from Jackson Street to the FEC Railroad crossing. TPO staff indicated that the low ranking over the years is due to right-of-way constraints and the need to acquire right-of-way from multiple property owners.

Staff will continue to evaluate other options to install sidewalks in this area as part of a future TPO projects, most likely in smaller segments.

In addition to the proposed new projects, the City currently has the following projects on the TPO's 2017 Project Priority Lists.

1. Dunlawton Avenue streetlight renovation and construction from Spruce Creek Road to Ridgewood Avenue [Updating design & construction anticipated in Summer 2017]
2. McDonald Road sidewalk (west side) from Sauls Street/Madeline Avenue to 6th Street [Construction anticipated summer 2017]
3. Victoria Gardens Boulevard sidewalk (east side) from Appleview Way to Clyde Morris Boulevard [Construction anticipated summer 2017]
4. Spruce Creek Road sidewalks (both sides) between Nova Road and Angelina Court [Design underway]
5. Improvements to the timing of the Dunlawton Avenue traffic signals from Summertrees Road to A1A (Application to be submitted by Volusia County) [Awaiting funding for implementation]
6. Dunlawton Avenue westbound right turn lane at City Center Parkway [Awaiting funding for design]
7. Eastbound Dunlawton Avenue right turn lane at Clyde Morris Boulevard [Awaiting funding for design]
8. Westbound Dunlawton Avenue right turn lane at Nova Road [Awaiting funding for design]
9. Sidewalk Gap project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Dunlawton Avenue, Taylor Road, and Herbert Street [Awaiting funding for design].
10. Willow Run Boulevard Sidewalk (south side) from Clyde Morris Boulevard to Harms Way [Awaiting to be selected for Feasibility Study]
11. Riverwalk Shared Use Path [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway]
12. Halifax Linear Park (Multi-Purpose Trail) from Dunlawton Avenue to Commonwealth Boulevard [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway]
13. US 1 Bike/Pedestrian Path, between the Port Orange Rose Bay Bridge and Art Center Avenue (New Smyrna Beach) [Included in the PD&E Study for the St. Johns River to Sea Loop – PD&E Study is underway]

The following is a list of future projects staff is evaluating and plans to bring before City Council in upcoming years for approval to submit applications to the TPO. Projects recommend by the Parks and Recreation Board have been included in the list below.

Turn-Lane, Intersection, and Roadway Projects:

1. Right turn lane addition on southbound Clyde Morris Boulevard at Willow Run Boulevard
2. Left turn lane addition on westbound Herbert Street at City Center Drive
3. Right turn lane on southbound Williamson Boulevard at Taylor Road
4. Right turn lane on southbound Yorktowne Boulevard at Dunlawton Avenue
5. Modify the median on Yorktowne Boulevard between the Wawa access drive and Dunlawton Avenue to increase stacking room for the Yorktowne Boulevard northbound turn lane

Trails:

1. Port Orange Cross Town Multi-Purpose Trail to connect the west side of Port Orange with the east side of Port Orange at various locations.

Sidewalks and Bike Paths:

1. Willow Run Boulevard (south side) from Tracy Drive to Chardonnay Drive
2. Willow Run Boulevard (south & north side) from Chardonnay Drive to Williamson Boulevard
3. Williamson Boulevard (east side) from Willow Run Boulevard to Hockney Court including walklights or streetlights [Recommended by the Parks and Recreation Board]
4. Commonwealth Boulevard (both sides) from Riverside Drive to Spruce Creek Road
5. Jackson Street (north or south side) from Spruce Creek Road to Dunlawton Avenue
6. Spruce Creek Road (west side) from Acorn Lane to Angelina Court
7. Spruce Creek Road (west side) from Dunlawton Avenue to Selin Circle
8. Oak Street (south side) from Dunlawton Avenue to Spruce Creek Road and Oak Street (north side) from Florida Health building to Spruce Creek Road.
9. Farmbrook Road (north or south) from Ridgewood Avenue to Nova Road
10. Williamson Boulevard (east side) from Willow Run Boulevard to Town Park subdivision
11. Madeline Avenue (north and south side) from Williamson Boulevard to Clyde Morris Boulevard
12. Revised project for Herbert Street from Jackson Street to RR tracks.

Traffic Safety Projects:

1. Traffic light at Victoria Gardens Boulevard and Clyde Morris Boulevard
2. Improving pedestrian access across the 6 current railroad crossings
3. Dunlawton Avenue street lights (replace walk lights) west from Spruce Creek Road
4. Williamson Boulevard street lights from Taylor Road to I-95 overpass
5. Yorktowne Boulevard street lights from Dunlawton Avenue to Hidden Lakes Drive

RECOMMENDATION:

Authorize staff to submit applications for the 2017 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

1. Williamson Boulevard Southbound Left Turn Lane at Taylor Road
2. Herbert Street Eastbound Left Turn Lane at Clyde Morris Boulevard
3. Madeline Avenue (East) and Bruner Road Sidewalks
4. Eastbound Madeline Avenue Median and Left Turn Lane at Clyde Morris Boulevard
5. Southwinds Boulevard Median and Turn Lanes at Clyde Morris Boulevard

Authorize staff to withdraw the Herbert Street Sidewalk from Jackson Street to the FEC Railway from the TPO's Projects Awaiting Feasibility Study List.

ATTACHMENT:

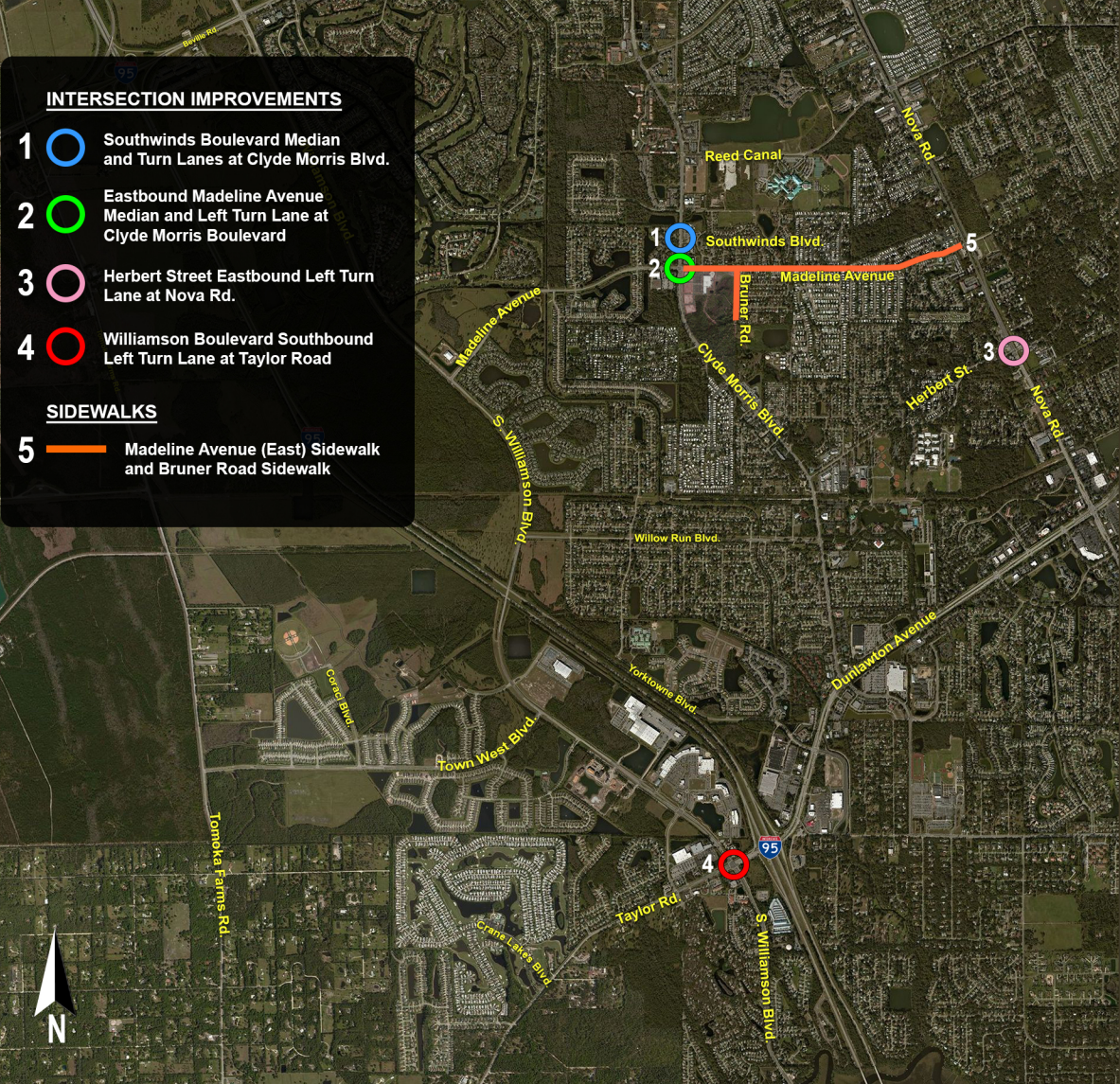
Exhibit A – Map of the five proposed projects.

INTERSECTION IMPROVEMENTS

- 1 Southwinds Boulevard Median and Turn Lanes at Clyde Morris Blvd.
- 2 Eastbound Madeline Avenue Median and Left Turn Lane at Clyde Morris Boulevard
- 3 Herbert Street Eastbound Left Turn Lane at Nova Rd.
- 4 Williamson Boulevard Southbound Left Turn Lane at Taylor Road

SIDEWALKS

- 5 Madeline Avenue (East) Sidewalk and Bruner Road Sidewalk





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (K28) First Reading - Ordinance No. 2017-7 - City Logo/Seal Ordinance Amendment

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-7.

SUMMARY: Florida Statute Section 165.043 expressly authorizes the City Council to establish, by ordinance, an official municipal seal. On September 4, 2012, the City of Port Orange officially adopted its seal and logo by approving Ordinance 2012-18. Recent federal district court cases have called into question the type of regulation adopted, and an amendment is necessary in order to address first amendment concerns. This amendment will improve the enforceability of the City's seal and logo use restrictions.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-7	LegalFilesWeb1.pdf
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Matthew Jones
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/10/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

ORDINANCE NO 2017-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-3 RELATED TO THE USE OF THE OFFICIAL CITY SEAL AND LOGO; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 165.043 of the Florida Statutes authorized the city council to designate an official city seal by ordinance; and

WHEREAS, the City of Port Orange has a compelling interest in preventing private individuals or entities from conveying the false impression of having governmental sponsorship or approval; and

WHEREAS, the City Council of the City of Port Orange finds that the seal of the City is an important representation of the unique characteristics of the City of Port Orange, and that the seal and logo should be protected to the fullest extent allowed by law, such that the general public may rely upon the display or representation of the municipal seal as the official logo or brand of the City; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED 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 Chapter 2, Article I, Section 2-3 of the Code of Ordinances to read as follows:

Chapter 2 - ADMINISTRATION **ARTICLE I. - IN GENERAL**

Sec. 2-3. - Official city seal and logo; description; custody; prohibited use.

(a) *Seal ~~and logo~~ design.* The official seal of the City of Port Orange shall be an impression or stamp and have a vertical diameter of 1 15/16 of an inch and a horizontal diameter of 1 14/16 of an inch, with an internal circle consisting of a depiction of a body of water with three waves representing a "port" city, a live oak tree representing the city's natural beauty, and the year "1867" representing the year the City of Port Orange was recognized by the U.S. Post Office overlaid on the roots of the live oak tree. The seal

shall have an outer circle consisting of the words, "CITY OF PORT ORANGE" centered and wrapping around the top portion of the circle; and the word, "FLORIDA" centered and wrapping around the bottom portion of the circle. All lettering and numbering shall be styled in the "Optima" font type. A facsimile of the above described official seal is as follows:



(b) Logo design. The official logo of the City of Port Orange shall be an internal circle consisting of a depiction of a body of water with three waves representing a "port" city, a live oak tree representing the city's natural beauty, and the year "1867" representing the year the City of Port Orange was recognized by the U.S. Post Office overlaid on the roots of the live oak tree. The logo shall have an outer circle consisting of the words, "CITY OF PORT ORANGE" centered and wrapping around the top portion of the circle; and the word, "FLORIDA" centered and wrapping around the bottom portion of the circle. All lettering and numbering shall be styled in the "Optima" font type. A color facsimile of the above described official logo is as follows:



(b)c) Logo coloring. The Pantone Matching System ("PMS") shall be employed when using a color city logo. The live oak tree shall be colored number PMS-576 outlined by a thin PMS-Black border. The water shall be colored number PMS-278 outlined by a thin PMS-Black border. The circle shall be colored number PMS-1665 with PMS-Black borders on both the inner and outer parts of the circle. All lettering and numbering on the seal shall be colored number PMS-White with a PMS-Black border.

(ed) *Custody.* The city clerk shall be the custodian of the official city seal.

(de) ~~*Authorized uses*~~ *Record Certification.* The city clerk or designee of the city clerk may certify under the seal copies of any ordinance, resolution, record, paper, letter or document, by law placed in the custody, keeping and care of the city clerk or designee of the city clerk, and such certified copy shall have the same force and effect in evidence as the original would have. Only the city clerk or designee of the city clerk shall be authorized to affix the seal to any document for the purpose of attesting, certifying or otherwise formalizing such document.

~~(e) — *Authorization.* Only the city clerk or designee of the city clerk shall be authorized to affix the seal to any document for the purpose of attesting, certifying or otherwise formalizing such document. Any facsimile, copy, likeness, imitation or other resemblance of the official seal or logo shall be used, displayed or otherwise employed by anyone only upon the express written approval of the city council. The city council may grant a certificate of approval upon application to the city clerk by any person showing good cause for the use of the seal or logo for a proper purpose. The city seal and/or logo shall in no way be employed for the purpose of advertising or promoting the sale of any article of merchandise or endorsement of any candidate or issue whatsoever within this city or for promoting any other commercial or private purpose.~~

(f) ~~*Unauthorized uses; penalty.*~~

(1) The manufacture, use, display, or other employment of any facsimile, ~~copy, likeness, resemblance, rendering or reproduction of the official municipal seal or logo~~ for the purpose of conveying, or in a manner reasonably calculated to convey, a false impression of sponsorship or approval by the city, or by any department, agency, or instrumentality thereof, is prohibited, ~~except by municipal officials or employees in the performance of their official duties. Any person violating this section shall be punishable in accordance with section 1-8 of the Code of Ordinances.~~

(2) The manufacture, use, display, or other employment of any facsimile or reproduction of the official municipal seal or logo for the purpose of advertising or promoting the sale of any article of merchandise or for any other commercial purpose is prohibited, without prior written approval by the city council.

(g) *Penalty.* Any violation of this section shall be punishable in accordance with section 1-8 of the Code.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. 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

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (K29) First Reading - Ordinance No. 2017-8 - Minor Chapter 50 Clean-up Amendment

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No 2017-8.

SUMMARY: We have found a minor error in our Code of Ordinances in Chapter 50-32 (e) that needs to be cleaned-up. The referenced section of the code pertains to our Athletic Facilities, however, 50-32 (e) states Recreation Facilities.

The term Recreation Facility needs to be replaced with Athletic Facility. This would ensure that all parts of our code are consistent with the definitions spelled out at the start of Chapter 50.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-8	.pdf
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Peter Ferreira
Susan Lovallo
Margaret Roberts
Alan Rosen
Robin Fenwick

Created/Initiated - 03/07/2017
Approved - 03/07/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017

ORDINANCE NO. 2017-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE II, SECTION 50-32 REGARDING THE PROHIBITION OF ADMISSION CHARGES AT ATHLETIC FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 50-32 of the Code of Ordinances to read as follows:

Sec. 50-32. - Athletics/sports.

(a) – (d) [Remain Unchanged]

(e) No admission charges shall be permissible at any ~~recreation facility~~ athletic facility except as authorized by city council.

(f) – (g) [Remain Unchanged]

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 liberal 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 _____, 2017

Passed and adopted on second and final reading on the day of _____, 2017

Reviewed and Approved: _____
Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (K30) FY2016 Audit (CAFR)

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: The City's auditors, James Moore & Co will present the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2016. The document will be sent to Council under separate cover once available.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracey Riehm
Tracey Riehm
Alan Rosen
Robin Fenwick

Created/Initiated - 03/16/2017
Approved - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/28/2017

Consent item: No

SUBJECT: (K31) Financial Report-February 2017

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Accept financial report for the period ended February 28, 2017 as presented

SUMMARY: The financial report for the period ended February 28, 2017 will be provided to Council under separate cover once completed.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracey Riehm
Tracey Riehm
Robin Fenwick

Created/Initiated - 03/16/2017
Approved - 03/16/2017
Final Approval - 03/17/2017
