REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 15, 2018

AGENDA

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

A. OPENING

1. Invocation - Pastor Austin Trammell of Salty Church

2. Pledge of Allegiance

3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

5. Agenda Approval

6. Approval of Minutes – May 1, 2018

7. Bid Awards and Contract Items
    a. Approval for Extension of MetLife agreement for employee dental, vision and city-paid life insurance until 12/31/2019.
    b. Ratification of emergency work for the 20" force main leak on Herbert Street / Burklin Place.
    c. Rejection of RFSQ #17-01 - Police Shooting Range Facility

8. Major Special Event Request – Remarkable River Race Series 5K/10K Race at Aunt Catfish's Restaurant located at 4009 Halifax Drive, Gavone's Pizza located at 4085 Ridgewood Avenue and the Galbreath's private residence located at 4108 Halifax Drive.

9. Approval of Miscellaneous Receivable Write-offs

10. Resolution No. 18-12 - Authorizing Amendments to the Tax Exempt Revenue Note, Series 2010 for Palmer College

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

D. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Annual Report from Art Haus

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

G. PUBLIC HEARING

14. Second Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

15. Resolution No. 18-10 - Transmittal of the 18-2 Large-Scale Comprehensive Plan Amendment (Case No. 18-20000003)

H. REGULAR AGENDA

16. Resolution No. 18-11 - Interlocal Agreement for Distribution of Local Option Fuel Tax

I. COMMENTS

17. City Attorney Comments - Initiate Process for City Attorney Evaluation

18. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
   a. ArtHaus
   b. Port Orange/South Daytona Chamber of Commerce
   c. First Step

K. ADJOURNMENT

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 1, 2018

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

Invocation provided by Pastor Tom Finken of Victorious Life Church

Pledge of Allegiance

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

Mike Gardner, citizen, asked that Items #7(a) and 7(d) be pulled for questions.

5. Agenda Approval

Motion to pull Item #7(d) was made by Vice Mayor Stiltner, and Sectioned by Councilman Tramont.

Motion to pull item #7(a) was made by Councilman Bastian, and Seconded by Councilman Tramont.

Both Motions carried unanimously by voice vote.

6. Approval of Minutes
   a. April 17, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
   a. Approval of Change Order No 1 to the Standard Contract for Services (CA6390) to Sanders Company, Inc.
   b. Approval of 1-year Extension to the Phasing Agreement for First United Methodist Church of Port Orange - 305 Dunlawton Avenue

c. Approval of Change Order No. 2 to Piggyback Agreement (CA6019) for Annual Paving Program FY17 to Halifax Paving
d. Reject all bids for ITB 18-15 - Hunt Club Lease

8. Resolution No. 18-9 - Parks and Recreation Fees
9. Concurrency and Fair-Share Agreement for Acorn Mini Storage Site Plan - Case No. 17-80000017

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

Item #7(a) - Approval of Change Order No 1 to the Standard Contract for Services (CA6390) to Sanders Company, Inc.

Motion to approve Change Order No. 1 was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian.

Lynn Stevens, Public Utilities/Works Director, explained the need for the Change Order to Sanders Company, Inc. All lift stations are Smith & Loveless pumps.

Motion carried unanimously by roll call vote.

Item #7(d) - Reject all bids for ITB 18-15 - Hunt Club Lease

Motion to approve the rejection of all bids was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian.

Alan Rosen, Assistant City Manager, discussed the request to reject all bids for the hunt club lease. Staff will go out to bid next year.

Ander Goiriena, G&G Outdoors, spoke regarding their bid proposal which was $50,000 higher than other bids.

Bob Thomas, Jr., Smokey Hunt Club representative, discussed an issue with the bid. They will maintain the same standard they have had for the past twenty-seven years.

Mr. Gardner asked if citizens could access the property. He had issues searching the City's Website for further information regarding this and other items.

Councilman Tramont asked why citizens are unable to access the property. Jake

Johansson, City Manager, addressed the security issues with the property due to the wellfields and the website

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Jerry Harris, citizen, discussed National Remembrance Week for fallen officers is May 13, 2018. He asked for a Proclamation for the Police Department.

Jose Echavarria, citizen, asked for a waiver of fees for a utility lien in the amount of $2,249 at a property he recently purchased - 117 Aloha Terrace. Mr. Johansson will discuss with Staff and report back to Council.

Robert Reinhagen, citizen, asked if the City about the court case between the county and a municipality regarding the payment of property taxes.

Mr. Gardner thanked Council for implementing AquaHawk. He received an alert prior to a leaky toilet created a large bill. He also believes the signs regarding speed issues is helpful. He is concerned with the transparency on the website regarding Finance expenses. He would like to see that function added back to the website.

Sarah Jones, citizen, discussed her concerns regarding transparency on the website.

Wendell Dallarosa, citizen, asked for Council's assistance to meet with the City Attorney and Risk Manager regarding his complaints against the City Manager and Chief of Police. He asked what the City's Policy is regarding carrying concealed weapons.

Mayor Burnette authorized the City Attorney to meet with Mr. Dallarosa if he submits the complaint against the City Manager in writing.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Bastian said the medians on US 1 need attention.

Vice Mayor Stiltner discussed ways for citizens to provide complaints and compliments. The information/request needs to be given to the correct people, which would be through Citizen Connection so that Staff can take action. He asked citizens to bring issues to their attention in a positive way so they can be taken care of.

Councilman Tramont advised he will be out of the state on June 5, 2018 and will miss the meeting.

Mayor Burnette reminded residents this weekend is River Fest at Riverwalk. He also asked them to be careful regarding skimmers found at a local gas station on Dunlawton Avenue.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, discussed details from the March 2018 financial reports for the golf course.

12. Presentation of Actuarial Report for General Employees' Pension Plan

David Leonard, Actuary, provided details from the 2017 actuarial report.

13. ERP Project Update

Jane Davis, ERP Project Manager, provided an update on the ERP Project.

14. Monthly Financial Report

Tracey Riehm, Finance Director, provided details from the financial report.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Environmental Advisory Board - One Removal/Two Appointments

Motion to remove Danielle Elwood from the Environmental Advisory Board was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by voice vote.

Motion to appoint Joe Fazzie was made by Councilman Chase Tramont, and Seconded by Councilman Drew Bastian.

Joe Fazzie introduced himself and expressed his desire to serve.

Motion carried unanimously by voice vote.

Motion to re-appoint Phil Klema was made by Councilman Chase Tramont, and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

16. Charter Review Board Appointments

Motion to re-appoint Newton White and Willie Scales to the Charter Review Boar was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Chase Tramont. Motion carried unanimously by voice vote.

TABLED ITEMS

17. Contract Discussions for Charter Officers (Tabled on April 17, 2018)

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

Margaret Roberts, City Attorney, requested a salary adjustment as is already budgeted, which is $10,000.

Vice Mayor Stiltner would like to move toward the salary of the Ormond Beach City Attorney. He supports the request to split the $10,000 into salary increase and retirement.

Motion was made to increase the City Attorney's salary in the amount of $4,609 and a contribution into her ICMA 457 plan in the amount of $5,391 was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried 3-1 by roll call vote with Mayor Donald Burnette voting no.

Discussion was held regarding the City Manager's wages for October 1, 2018. Mayor Burnette believes the City Manager deserves an increase. He suggested 5% beginning October 1, 2018.

Motion to increase the City Manager's salary by 3.64% plus the FY2019 average increase for employees not to exceed 7% to be effective October 1, 2018 was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Chase Tramont.

Mr. Johansson asked Council to consider his performance in relation to his salary. He doesn't want a cost of living increase.

Motion carried unanimously by roll call vote.

Council recessed at 8:40 p.m. and reconvened at 8:48 p.m.

PUBLIC HEARING

18. Second Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

Mayor Burnette read Ordinance No. 2018-5.

ORDINANCE NO. 2018-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 29 TO INCREASE THE PERCENTAGE OF THE PLANNED COMMUNITY AGRICULTURE (PC-A) WORKPLACE DISTRICT ALLOWED TO BE DEVELOPED AS MULTI-FAMILY; TO AMEND THE REAR BUFFER REQUIREMENT TO INCLUDE LANGUAGE THAT IF A LANDSCAPE BUFFER PROVIDED IS 50 FOOT WIDE OR GREATER THEN A BERM AND OPAQUE FENCE IS NOT REQUIRED; AND TO REDUCE THE MINIMUM LIVING AREA REQUIREMENT FOR A MULTI-FAMILY DWELLING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-5 was made by Councilman Chase Tramont, and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance 2018-6 - LDC Text Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

Mayor Burnette read Ordinance No. 2018-6.

ORDINANCE NO. 2018-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT

CODE; AMENDING CHAPTER 17, SECTION 1 TO CODIFY THE CITY'S POLICY FOR INTERIM AGRICULTURE USES ON PROPERTIES REZONED TO A NON-AGRICULTURE ZONING DISTRICT FOR FUTURE DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-6 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried 3-1 by roll call vote with Councilman Chase Tramont voting no.

20. Second Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

Mayor Burnette read Ordinance No. 2018-7.

ORDINANCE NO. 2018-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-7 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

21. Second Reading - Ordinance No. 2018-9 - Local Communications Services Tax

Mayor Burnette read Ordinance No. 2018-9.

ORDINANCE NO. 2018-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 66 RELATING TO TAXATION BY REPEALING AND REPLACING SECTION 66-2 RELATING TO PUBLIC SERVICE TAX ON TELECOMMUNICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-9 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

22. First Reading - Ordinance No. 2018-10 - Angler's Cove Small-Scale Comprehensive Plan Amendment (Case No. 18-20000001)

Mayor Burnette read Ordinance No. 2018-10.

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE DESIGNATION FOR +/-1.3 ACRES FROM URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) TO SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-10 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner.

Penelope Cruz, Planner, asked that item #23 be opened together. Council agreed. See discussion under Item #23.

Motion carried unanimously by roll call vote.

23. First Reading - Ordinance No. 2018-11 – PUD Rezoning and Angler's Cove Master Development Agreement and Conceptual Development Plan (Case No. 18-65000001)

Mayor Burnette read Ordinance No. 2018-11.

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/-1.3 ACRES LOCATED AT 3626 SOUTH PENINSULA DRIVE, SOUTH OF THE ADMIRALTY CLUB CONDOMINIUM FROM R-3H (MULTI-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE ANGLER'S COVE PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-11 was made by Councilman Drew Bastian, and Seconded by Vice Mayor Scott Stiltner.

Ms. Cruz provided details of the project. Staff recommends approval.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

24. Event Waiver request Food Truck Wars

Susan Lovallo, Parks & Recreation Director, explained the request. The matrix approved by Council shows a 100% fee payment from the applicant.

Liz Otts, Food Truck Crazy, discussed their event and requested a waiver of the fees.

Council is glad to see the event coming to Riverwalk but doesn't support a fee waiver. They support sticking to the matrix.

25. Approval of Extension to the Standard Contract for Services (CA5316) with Yellowstone-Southeast, LLC

Ms. Stevens discussed the request to extend the Yellowstone-Southeast, LLC contract for a one-year term. There is no additional work being added to the contract.

Vice Mayor Stiltner believes landscaping needs to be done in-house to save money and improve performance.

Discussion was held regarding a different term of renewal. Ms. Stevens advised that

Staff is currently analyzing the costs to bringing the mowing in-house.

Motion to approve was made by Councilman Chase Tramont, and Seconded by Councilman Drew Bastian. Motion passed with Councilman Drew Bastian, Mayor Donald Burnette, Councilman Chase Tramont voting yes, Vice Mayor Scott Stiltner voting no.

26. First Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

Mayor Burnette read Ordinance No. 2018-12.

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING ORDINANCE 1996-29; DISBANDING THE LIBRARY ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-12 was made by Councilman Drew Bastian, and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

COMMENTS

27. City Attorney Comments

Ms. Roberts thanked Council for the increase in salary and thanked her staff for their work.

28. City Manager Comments

Mr. Johansson advised Council the TVEDC Quarterly update is scheduled for May; however, they are providing us with a presentation in June and staff will combine the May report with the June presentation.

COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports
    a. River to Sea TPO - Councilman Bastian was unable to attend.
    b. General Employees' Pension Plan - Covered by the actuary.

c. First Step Shelter - Councilman Tramont provided an update from the recent meeting.

Mayor Burnette reported on the Special Meeting of the Roundtable of the Elected Officials. They discussed the sales tax increase item that will probably not be on the ballot this year.

ADJOURNMENT – 9:41 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: Yes

SUBJECT: (B7a) Approval for Extension of MetLife agreement for employee dental, vision and city-paid life insurance until 12/31/2019.

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the six (6) month contract extensions with MetLife for dental, vision, and life insurance with no changes to benefits or rates.

SUMMARY: On 04/17/2018, City Council approved the agenda item for the renewal of employee health insurance coverage, at no premium increase, for a period of 18 months.

Staff is recommending that all other lines of employee insurance follow suit with the health insurance and be moved to a calendar plan year to better align with the IRS code for contribution limits and deductibles and to improve administration of the plan.

Currently, the City is under contract with MetLife until 06/30/2019 to provide dental, vision, and city-pain life insurance. The City's insurance broker, Brown and Brown worked with MetLife to obtain a six (6) month extension on these plans, with no proposed changes to benefits or rates, in order to allow the City to align all benefits to a calendar year.

The attached agreements extends the current contracts until 12/31/2019.

Project No.: Funding Account No.: Multiple

ATTACHMENTS:

1.	Extension No 1	Extension No 1.pdf
2.	MetLife Customer Agreement	MetLife Customer Agreement.pdf
3.	MetLife Standard Contract for Services	MetLife Standard Contract for Services.pdf
4.	Extension - Life Insurance	TM_05944706_DV1_CS1-4_LI_PA_RtGuarEnd_04042018.pdf
5.	Extension - Vision Insurance	TM_05944706_DV1_CS1-4_VV_PA_RtGuarEnd_04042018.pdf
6.	Extension - Dental Insurance	TM_05944706_DV1_CS1-5_TI_PA_RtGuarEnd_04042018.pdf

7.	Original Cert - Life and AD&D	Original Cert - Life and AD&D.pdf
8.	Original Cert - Dental	Original Cert - Dental.pdf
9.	Original Cert - Vision	Original Cert - Vision.pdf

Heather Carrizales	Created/Initiated - 04/11/2018
Jamie Miller	Approved - 04/23/2018
Tracey Riehm	Approved - 04/24/2018
Margaret Roberts	Approved - 05/03/2018
Jake Johansson	Approved - 05/03/2018
Robin Fenwick	Final Approval - 05/03/2018

EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Customer Agreement on June 12, 2017 and a Standard Contract for Services on May 1, 2018 (collectively the "Contract") for dental, life and vision insurance, with a term commencing on July 1, 2017 and continuing until June 30, 2019; and

WHEREAS, the Parties desire to extend the Contract for a six (6) month period through December 31, 2019, for employee health insurance coverage as provided in the Contract with no changes to benefits or rates; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

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

1. *Term*: The term of this Extension is hereby extended for a six (6) month period through December 31, 2019.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

METROPOLITAN LIFE INSURANCE COMPANY

____
Printed Name:__________________________

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

____
Printed Name:__________________________

Date:_____________________________

STATE OF _______________
COUNTY OF _______________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2018, by ________________________________, as ___________________ of Metropolitan Life Insurance Company, a New York corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____________________as identification.

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

Witnesses: **CITY OF PORT ORANGE**

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

______________________________ Date:______________________________
Printed Name:____________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of ____________, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses: **ATTEST:**

______________________________ By:______________________________
Printed Name:____________________ Robin L. Fenwick, CMC, City Clerk

______________________________ Date:______________________________
Printed Name:____________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

CUSTOMER AGREEMENT

MetLife

City of Port Orange
1000 City Center Circle
PORT ORANGE, FL 32129

05/11/2017

Dear Donald Burnette

Thank you for choosing a benefits program from Metropolitan Life Insurance Company ("MetLife") and the MetLife family of Companies. We are excited to be providing benefits for City of Port Orange employees. To get started, please sign a copy of this letter below.

The benefits you have chosen for your Dental, Basic Life with AD&D, Vision are listed in the schedules already provided to you. If your MetLife benefit offerings change, we will reflect those changes in a new schedule.

METLIFE'S RESPONSIBILITIES:

1. MetLife will offer the benefits listed on the attached schedules ("MetLife Benefits") to all eligible individuals. Individuals who obtain benefits are referred to as "Participants".
2. For each of the MetLife Benefits listed on the attached schedule, MetLife will provide as applicable either: a group insurance policy and insurance certificates; individually underwritten insurance policies; a detailed benefits schedule; or one or more administrative agreements. These documents will detail the benefits provided, costs, effective date, and other important terms. Nothing in this letter changes any of the terms of the group or individual insurance policies, certificates or other applicable administrative agreements.
3. MetLife will comply with all laws applicable to MetLife's activities in connection with the MetLife Benefits.
4. MetLife will provide information and materials that eligible individuals need to understand the MetLife Benefits.
5. MetLife will process eligibility information and payroll deductions in accordance with MetLife's policies and procedures for each MetLife Benefit. MetLife will be responsible for all pricing and individual underwriting decisions.
6. MetLife will provide account management services to City of Port Orange and customer service to eligible individuals.
7. MetLife will treat all non-public personal information about eligible individuals in a confidential manner and in accordance with all applicable laws.
8. Participants no longer employed by City of Port Orange (and where applicable, their dependents) may continue certain benefits with MetLife in accordance with MetLife's policies and procedures.

(continued)

City of Port Orange'S RESPONSIBILITIES:

1. City of Port Orange will communicate the MetLife Benefits to all eligible individuals and distribute enrollment materials. City of Port Orange will provide MetLife with full access to the eligible population. City of Port Orange will perform its administrative obligations to the fullest extent to drive maximum participation in MetLife Benefits by all eligible individuals. [For Auto & Home coverage, City of Port Orange will provide employee contact information to support home mailings managed by MetLife up to four times throughout a calendar year. The campaigns will be chosen by MetLife, and can be customized by adding the employer logo.]
2. City of Port Orange will process enrollments and will report to MetLife the identity of all Participants. For certain MetLife Benefits, MetLife requires that City of Port Orange will provide a list of all Eligible Employees and provide regular updates thereto. City of Port Orange will provide this if required to do so. MetLife and City of Port Orange will agree upon the timing and format of this enrollment information.
3. City of Port Orange will not use the name or Brand of MetLife or create or distribute materials regarding the MetLife Benefits without MetLife's approval.
4. City of Port Orange will comply with all laws applicable to City of Port Orange's activities in connection with the MetLife Benefits.
5. Where Participants contribute to the cost of the MetLife Benefits, City of Port Orange will provide payroll deductions for amounts due in connection with the MetLife Benefits and will remit payments to MetLife.
6. City of Port Orange will be responsible for any filings required by the Department of Labor or other Federal or State agencies. Upon request, MetLife will provide applicable information necessary to make such filings.
7. If City of Port Orange is represented by an insurance agent or broker for purposes of a MetLife Benefit, City of Port Orange agrees to inform MetLife of any change in its insurance agent or broker.

We look forward to serving your benefit needs! If the terms of this letter are acceptable to City of Port Orange, please sign below.

Very Truly Yours,

METROPOLITAN LIFE INSURANCE COMPANY

By

Executive Vice President
Title

Accepted and Agreed to:

City of Port Orange

Donald Burnette
Name of Authorized Representative

Mayor
Title of Authorized Representative

Signature of Authorized Representative

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for a Group Policy to provide insurance for the persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: City of Port Orange (the "Policyholder")
2. Address: 1000 City Center Circle City PORT ORANGE State FL Zip 32129

POLICY EFFECTIVE DATE

The Group Policy's effective date will be 07/01/2017, subject to MetLife's acceptance of this application and the Applicant's payment of the Premium due on or before such date.

POLICY SITUS

The Group Policy will be issued for delivery in and governed by the laws of FLORIDA

COVERAGE DATA

Employees / Members	Dependents
Dental	Dental

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: ______

Attached is an advance payment of: $0.

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of the Group Policy, including its Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Signature of Applicant's Authorized Representative

Signed at: City Port Orange, State FL Date: 6/12/17

Name of Authorized Representative Donald O. Burnette

Title of Authorized Representative Mayor

Applicant's Signature [signature]

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. ******* Date: 05/11/2017

Name of Agent: COREY MCMEEKING

Agent's Signature *****

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for a Group Policy to provide insurance for the persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: City of Port Orange (the "Policyholder")
2. Address: 1000 City Center Circle City PORT ORANGE State FL Zip 32129

POLICY EFFECTIVE DATE

The Group Policy's effective date will be 07/01/2017, subject to MetLife's acceptance of this application and the Applicant's payment of the Premium due on or before such date.

POLICY SITUS

The Group Policy will be issued for delivery in and governed by the laws of FLORIDA

COVERAGE DATA

Employees / Members	Dependents
Basic Life with AD&D	

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: ______

Attached is an advance payment of: $ 0 .

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of the Group Policy, including its Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Signature of Applicant's Authorized Representative

Signed at: City Port Orange . State FL Date: 6/12/17

Name of Authorized Representative Donald O. Burnette

Title of Authorized Representative Mayor

Applicant's Signature [signature]

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. ******* Date: 05/11/2017

Name of Agent: COREY MCMEEKING

Agent's Signature *****

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for a Group Policy to provide insurance for the persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: **City of Port Orange** (the "Policyholder")
2. Address: **1000 City Center Circle** City **PORT ORANGE** State **FL** Zip **32129**

POLICY EFFECTIVE DATE

The Group Policy's effective date will be **07/01/2017**, subject to MetLife's acceptance of this application and the Applicant's payment of the Premium due on or before such date.

POLICY SITUS

The Group Policy will be issued for delivery in and governed by the laws of **FLORIDA**

COVERAGE DATA

Employees / Members	Dependents
Vision	Vision

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: ______

Attached is an advance payment of: $ **0**.

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of the Group Policy, including its Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Signature of Applicant's Authorized Representative

Signed at: City Port Orange, State FL Date: 6/12/17

Name of Authorized Representative Donald O. Burnette

Title of Authorized Representative Mayor

Applicant's Signature [signature]

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. ******* Date: **05/11/2017**

Name of Agent: **COREY MCMEEKING**

Agent's Signature *****

HIPAA Request

If you wish to include in your booklet certificate the HIPAA privacy language shown on the specimen "Sample Dental and/or Vision Booklet Certificate/SPD Language" provided to you by MetLife, please answer the following questions, sign, and return this form to your MetLife Sales Office.

A. Are there employees of the Plan Sponsor that may access PHI (Protected Health Information) provided by the Plan? If there are, please provide their title(s) or other identifiers below.

PLEASE DO NOT PROVIDE THEIR NAMES; ONLY TITLE OR OTHER IDENTIFIER.

Title **Human Resource Manager**	Title	Title
Title	Title	Title

B. Should the term "Privacy Officer" be included in Section III. (c) "Sharing of PHI with the Plan Sponsor" of the Dental and/or Vision Plan Document?

✓ Yes No

C. Should Section IV. "Participant's Rights" be included in the Dental and/or Vision Plan Document? (This is an optional section.)

✓ Yes No

D. Should Section V. "Privacy Complaints/Issues" be included in the Dental and/or Vision Plan Document? (This is an optional section.)

✓ Yes No

As a duly authorized representative of the Customer named below and its group dental and/or vision plan, and consistent with such Customer's decision to amend its plan document to incorporate HIPAA privacy provisions, I hereby request that MetLife include in Customer's booklet certificate HIPAA privacy language reflecting Customer's choices on this form.

Customer Name **City of Port Orange**

Name of Authorized Representative Donald O. Burnette

Title of Authorized Representative Mayor

Signature of Authorized Representative [signature] Date 6/12/17

Group, Voluntary & Worksite Benefits
Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

MetLife

Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of Metlife and Metlife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy, this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder's administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

To be completed by Policyholder:

Donald O. Burnette
(Name of Authorized Representative)

Mayor
(Title of Authorized Representative)

Donald O Burnette
(Signature of Policyholder Authorized Representative)

City of Port Orange
(Group Policyholder Name)

Signed at:
Port Orange
(City)

FL
(State)

6/12/17
Date (MM/DD/YYYY)

To be completed by Metropolitan Life Insurance Company:

James W. Reid

James W. Reid
Executive Vice President
Group, Voluntary & Worksite Benefits

Date (MM/DD/YYYY)

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 1st day of May, ~~2017~~ 2018, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

   (a) The Contractor hereby agrees to provide the City of Port Orange with dental, life and vision insurance, as more specifically described in Exhibit "1," attached hereto.

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

   Term: Not withstanding the date of execution, this Contract shall commence on July 1, 2017 and shall continue until June 30, 2019 (the "Term").

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

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

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

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor annually at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. *Contract Administration*. The Administrative Services Director, Jamie Miller, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, by giving 60 days advance written notice to MetLife. The policy will end on the later of:

(b) The date stated in the notice; or

(c) The date MetLife receives the notice.

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

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

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

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

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

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

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

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

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

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

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

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(h) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. *Examination of Records*

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Except as otherwise required by law or by Contractor's document retention standards, upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

10. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation Additional Coverage:	Limits:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits</u>: <u>Additional Coverage</u>:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk.~~ ~~Limits:~~ ~~Additional Coverage:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent.~~ ~~Permission granted to occupy.~~ ~~Owner named as inured AIMA~~	~~If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.~~
~~Professional Liability (Errors & Omissions)~~ ~~Limits:~~	~~Coverage $1,000,000 minimum~~	

12. *<u>Assignability of Contract</u>*. Except in the case of assignment to an affiliate or as a result of a sale of assets, neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. *<u>Modifications or Changes to this Contract</u>*

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

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

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

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

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

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

15. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. *Inspection*

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

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

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

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

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

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

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

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

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

21. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. This section 21 shall not apply to disputes related to matters of dental, vision, or life insurance claims.

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

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

24. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

25. *Integration*. This Contract and the documents incorporated herein by reference, including the group insurance policy(ies) and certificates issued by Contractor, shall constitute the whole agreement between the parties.

There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

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

Copy to: City of Port Orange
Attention: Jamie Miller, Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

Contractor: Metropolitan Life Insurance Company
Attention: Kama Garrick
kgarrick@metlife.com

200 Park Avenue
New York, New York 10166

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

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

METROPOLITAN LIFE INSURANCE COMPANY,

____

Printed Name ________________________

By: Katrina Cruz

Printed Name: Katrina Cruz

Title: Assistant Vice President

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

____

Printed Name: ________________________

Date: 6/22/17

STATE OF __________.
COUNTY OF __________

The foregoing instrument was acknowledged before me this ________ day of ____________, 2017, by ________________________ as ________________ of Metropolitan Life Insurance Company, a New York corporation, and who:

(Notary - Please select one)

☐ is personally known to me; or
☐ has produced ______________________ as identification.

____

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

Witnesses:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

D. Massey
Printed Name: D. Massey

CITY OF PORT ORANGE

By: [signature]
Donald O. Burnette, Mayor

Date: 5/1/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, ~~2017~~ 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

DEANNA M. MASSEY
Commission # GG 095309
Expires April 18, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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

Witnesses:

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

D. Massey
Printed Name: Deanna Massey

ATTEST:

By: [signature]
Robin L. Fenwick, CMC, City Clerk

Date: 5/1/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, ~~2017~~ 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

DEANNA M. MASSEY
Commission # GG 095309
Expires April 18, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

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

MetLife®

City of Port Orange
Heather Carrizales
1000 City Center Circle
Port Orange, FL 32129

April 4, 2018

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you for your continued business. At MetLife, we take pride in keeping up-to-date customer records. This helps to ensure that we have an accurate benefit plan on file in order to provide you and your employees with extraordinary service.

Enclosed are two copies of the Policy Amendment for your group insurance. These pages need to be signed by the Executive Correspondent. Once signed, please retain one copy of the Policy Amendment page for your records and return the remaining signed copy of the Policy Amendment page to MetLife within seven (7) days to the address that appears in the bottom left hand corner of this letter. <u>Please do not return to the New York address on the attached Amendment.</u>

Thank you for your prompt attention to this request. If you have any questions regarding this information, please contact our Customer Service Center at 1-800-275-4638 or e-mail us at ASK4MET@metlifeservice.com.

Sincerely,

Small Market Customer Service Center

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

POLICY AMENDMENT

Group Policy No.: **TM 05944706-G**

Policyholder: **City of Port Orange**

Effective Date: **May 01, 2018**

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this amendment to change the following:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Life Benefits will be in effect from July 01, 2017 through December 31, 2019.

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Accidental Death and Dismemberment Benefits will be in effect from July 01, 2017 through December 31, 2019.

This amendment is to be attached to and made a part of the policy. This amendment is subject to the terms and provisions of the policy.

To be completed by the Policyholder:

Signed at: ______________________ Date: ______________________
(City) (State)

______________________ ______________________
(Signature of Policyholder's Authorized Representative) (Print Name and Title of Authorized Representative)

______________________ ______________________
(Signature of Witness) (Print Name of Witness)

To be completed by Metropolitan Life Insurance Company:

Signed at: Kansas City, Missouri Date: 04/04/2018
(City) (State)

Tara Fitzgerald

(Signature of Authorized MetLife Representative)

Steven A. Kandarian

Steven A. Kandarian
Chairman, President and Chief Executive Officer

MetLife

City of Port Orange
Heather Carrizales
1000 City Center Circle
Port Orange, FL 32129

April 4, 2018

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you for your continued business. At MetLife, we take pride in keeping up-to-date customer records. This helps to ensure that we have an accurate benefit plan on file in order to provide you and your employees with extraordinary service.

Enclosed are two copies of the Policy Amendment for your group insurance. These pages need to be signed by the Executive Correspondent. Once signed, please retain one copy of the Policy Amendment page for your records and return the remaining signed copy of the Policy Amendment page to MetLife within seven (7) days to the address that appears in the bottom left hand corner of this letter. Please do not return to the New York address on the attached Amendment.

Thank you for your prompt attention to this request. If you have any questions regarding this information, please contact our Customer Service Center at 1-800-275-6382 or e-mail us at ASK4MET@metlifeservice.com.

Sincerely,

Small Market Customer Service Center

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

POLICY AMENDMENT

Group Policy No.: TM 05944706-G

Policyholder: City of Port Orange

Effective Date: May 1, 2018

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this amendment to change the following:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Vision Benefits will be in effect from July 01, 2017 through December 31, 2019.

This amendment is to be attached to and made a part of the policy. This amendment is subject to the terms and provisions of the policy.

To be completed by the Policyholder:

Signed at: ______________________________ Date: ______________________________
(City) (State)

______________________________ (Signature of Policyholder's Authorized Representative)

______________________________ (Print Name and Title of Authorized Representative)

______________________________ (Signature of Witness)

______________________________ (Print Name of Witness)

To be completed by Metropolitan Life Insurance Company:

Signed at: Kansas City, Missouri Date: 04/04/2018
(City) (State)

(Signature of Authorized MetLife Representative)

Steven A. Kandarian
Chairman of the Board, President and Chief Executive Officer

MetLife®

City of Port Orange
Heather Carrizales
1000 City Center Circle
Port Orange, FL 32129

April 4, 2018

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you for your continued business. At MetLife, we take pride in keeping up-to-date customer records. This helps to ensure that we have an accurate benefit plan on file in order to provide you and your employees with extraordinary service.

Enclosed are two copies of the Policy Amendment for your group insurance. These pages need to be signed by the Executive Correspondent. Once signed, please retain one copy of the Policy Amendment page for your records and return the remaining signed copy of the Policy Amendment page to MetLife within seven (7) days to the address that appears in the bottom left hand corner of this letter. <u>Please do not return to the New York address on the attached Amendment.</u>

Thank you for your prompt attention to this request. If you have any questions regarding this information, please contact our Customer Service Center at 1-800-275-4638 or e-mail us at ASK4MET@metlifeservice.com.

Sincerely,

Small Market Customer Service Center

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

POLICY AMENDMENT

Group Policy No.: **TM 05944706-G**

Policyholder: **City of Port Orange**

Effective Date: **May 01, 2018**

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this amendment to change the following:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Dental Benefits will be in effect from July 01, 2017through December 31, 2019.

This amendment is to be attached to and made a part of the policy. This amendment is subject to the terms and provisions of the policy.

To be completed by the Policyholder:

Signed at: ______________________ Date: ______________________
(City) (State)

______________________ ______________________
(Signature of Policyholder's Authorized Representative) (Print Name and Title of Authorized Representative)

______________________ ______________________
(Signature of Witness) (Print Name of Witness)

To be completed by Metropolitan Life Insurance Company:

Signed at: Kansas City, Missouri Date: 04/04/2018
(City) (State)

Tara Fitzgerald
(Signature of Authorized MetLife Representative)

Steven A. Kandarian
Steven A. Kandarian
Chairman, President and Chief Executive Officer

MetLife®

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

June 22, 2017

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

We are pleased to provide you access to our online administrative manual at www.metlifeadminmanual.com/am1. This site provides you the most current and important administration information such as: required state Life and Health Guaranty Association Notices (to inform you about state protections in case of insurer insolvency), forms, and other helpful tools.

I'd like to remind you that our toll-free Customer Service number, 1-800-275-4638, is available to you and your employees. Option 2 will allow you, as Administrator, to accomplish a number of self-service functions. For example, among other actions, you can terminate an employee's coverage or check your premium balance or the last payment posted. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section www.metlifeadminmanual.com/am1.

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,
Small Market Customer Service Team

Enclosures: Policy/Certificate
Cc: (Broker)

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connectionwith your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermedary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call 1-800-275-4638. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your MetLife sales representative. Compensation paid to your MetLife sales representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your MetLife sales representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York
Inquiries or coverage information needed, call MetLife at 800-638-5433.

POLICY ENDORSEMENT

Group Policy No.: TM 05944706-G

Policyholder: City of Port Orange

Effective date: July 01, 2017

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this endorsement to replace the "Data Needed" provision with the following provision to the above referenced group policy:

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Will be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in Writing by MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements of the Policyholder's plan as set forth in the certificates to this policy.

This endorsement is to be attached to and made a part of the policy. This endorsement is subject to the terms and provisions of the policy.

Steven a. Kandarian

Steven Kandarian
Chairman, President and Chief Executive Officer

GPEND13-05/hh

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

Policyholder: City of Port Orange

Group Policy No.: TM 05944706-G

EFFECTIVE DATE:

This policy will take effect on July 01, 2017.

POLICY ANNIVERSARIES

Policy anniversaries will be July 01, 2018 and each subsequent July 01.

PREMIUM PAYMENTS

This policy is issued in return for the payment by the Policyholder of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Florida.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Vice President and Secretary

Steven A. Kandarian
Chairman, President and Chief Executive Officer

Signed by Date:06/22/2017
(A licensed MetLife agent or resident agent as required by law.)

GROUP BASIC TERM LIFE AND ACCIDENT AND HEALTH INSURANCE POLICY **NON-DIVIDEND PAYING**

TABLE OF CONTENTS

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contribution means the amount the Policyholder may require the Employee to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Policyholder may require the Employee to pay at least part of the Premium.

Covered Person means an Employee and/or a Dependent as set forth in the Exhibit which applies to the Employee.

Employee is described in the Exhibit which applies to the Employee.

Employer means the Policyholder shown on page 1.

Noncontributory Insurance means insurance for which the Policyholder may not require the Employee to pay any part of the Premium.

Policy Anniversary is defined on page 1.

Policy Month The first Policy Month will begin on the effective date shown on page 1. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on page 1.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The Schedules of Insurance which apply under this policy are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits.

CONTRIBUTIONS

The Policyholder will not require an Employee to contribute to the cost of Noncontributory Insurance.

The maximum amount that an Employee may be required to contribute to the cost of Contributory Insurance will not exceed the Premium charged for the amounts of such insurance.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in Exhibit 1.

Frequency of Premium Payment

Premiums for this policy will be paid as shown on page 1. MetLife and the Policyholder may agree that payment be made in advance every 3, 6, or 12 months.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total amount of insurance provided by this policy on such Premium Due Date, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due under this policy.

Premiums for Changes in Insurance

For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month. However, if a policy amendment or evidence of good health is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

PREMIUM RATES (continued)

Right to Change Premium Rates

MetLife may change Premium rates for changes which materially affect the risk assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;

2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;

3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;

4. when there is a significant change in the geographic distribution of insured Employees;

5. when applicable law requires a change in:

   a. the insurance provided by this policy; and/or

   b. the class of persons eligible for insurance under this policy; or

6. when a Premium Due Date coincides with or next follows:

   a. a change greater than 25% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or

   b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

MetLife will notify the Policyholder, in Writing, at least 45 days before a Premium rate change.

In addition, MetLife may change Premium rates:

1. except as may be stated in Exhibit 1, on any date on or after the first Policy Anniversary; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 45 days before such change; and

2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the effective date of this policy may be paid up to 31 days after its Premium Due Date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, this policy will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder, this policy will continue in effect until the date such notice is given.

Policyholder's intent to end this policy during the grace period. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end this policy before the end of the grace period. In this case, this policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

GRACE PERIOD (continued)

If the Policyholder replaces this policy with another group insurance policy but does not give MetLife notice of intent to end this policy, the grace period provisions will apply.

Grace period extensions. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date this policy will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance under this policy was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. on the date Premium is not paid when due, subject to the Grace Period provisions; or

2. on any Premium Due Date, by giving the Policyholder 45 days advance Written notice, if less than:

   a. for Life Insurance and Accidental Death or Dismemberment Insurance for Employees, 75% of persons eligible under this policy are insured for Contributory Insurance;

   b. 100% of persons eligible under this policy are insured for Noncontributory Insurance; or

   c. 10 Employees are insured by this policy;

3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or

4. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in Exhibit 1, by giving the Policyholder 45 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy, including its Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers. The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife, does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

Certificates. MetLife will issue individual certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person's benefits and rights under this policy."Certificate" includes any of MetLife's insurance riders, notices or other attachments to the certificate.

GENERAL PROVISIONS (continued)

Assignment. The life and accidental death or dismemberment insurance rights and benefits under this policy are assignable by gift. An Employee may have made an irrevocable assignment under a group policy that this policy replaces. In this case, MetLife will recognize the assignee(s) under such assignment as owner(s) of the Employee's right, title and interest under this policy if:

1. a Written form satisfactory to MetLife, affirming this assignment, has been completed;
2. the Written form has been Signed by the Employer, assignee(s) and Policyholder; and
3. the Written form is delivered to MetLife for recording.

MetLife is not responsible for the validity of an assignment. All other insurance under this policy may not be assigned prior to a claim for benefits, except as required by law or as permitted by MetLife.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Non-Dividend Paying. This policy does not pay dividends.

Conformity with Law. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	July 01, 2017
2	Certificate Forms	All Covered Persons	July 01, 2017

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Life Benefits will be in effect from July 01, 2017 through June 30, 2020.

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Accidental Death and Dismemberment Benefits will be in effect from July 01, 2017 through June 30, 2020.

Life Benefits for Employees: - $0.150 per $1,000 of Life Benefits in force hereunder.

Certain non-insured grief counseling services are included with non-contributory Basic Life Insurance coverage and provided at no additional premium. MetLife has arranged for these services to be provided to Employees through a third party service provider. MetLife is not responsible for providing or failing to provide these services nor is it liable for any negligence in the provision of such services by the third party service provider.

Accidental Death or Dismemberment Benefits for Employees: - $0.034 per $1,000 of the Full Amount of Accidental Death or Dismemberment Benefits for Employees.

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	All Active Full-Time Employees excluding City Council Members, Mayor, Directors, Attorneys and City Managers	July 01, 2017
2	GCERT2000	All Active Full-Time City Council Members and Mayor	July 01, 2017
3	GCERT2000	All Active Full-Time Directors	July 01, 2017
4	GCERT2000	All Active Full-Time Attorneys and City Managers	July 01, 2017

MetLife®

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

June 22, 2017

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

We are pleased to provide you access to our online administrative manual at www.metlifeadminmanual.com/am1. This site provides you the most current and important administration information such as: required state Life and Health Guaranty Association Notices (to inform you about state protections in case of insurer insolvency), forms, and other helpful tools.

I'd like to remind you that our toll-free Customer Service number, 1-800-275-4638, is available to you and your employees. Option 2 will allow you, as Administrator, to accomplish a number of self-service functions. For example, among other actions, you can terminate an employee's coverage or check your premium balance or the last payment posted. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section www.metlifeadminmanual.com/am1.

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,
Small Market Customer Service Team

Enclosures: Policy/Certificate
Cc: (Broker)

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

MetLife

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call 1-800-275-4638. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your MetLife sales representative. Compensation paid to your MetLife sales representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your MetLife sales representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York
Inquiries or coverage information needed, call MetLife at 800-638-5433.

POLICY ENDORSEMENT

Group Policy No.:	TM 05944706-G
Policyholder:	City of Port Orange
Effective date:	July 01, 2017

Metropolitan Life Insurance Company (“MetLife”), a stock company, issues this endorsement to replace the “Data Needed” provision with the following provision to the above referenced group policy:

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Will be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in Writing by MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife’s requirements; including but not limited to the eligibility requirements of the Policyholder’s plan as set forth in the certificates to this policy.

This endorsement is to be attached to and made a part of the policy. This endorsement is subject to the terms and provisions of the policy.

Steven a. Kandarian

Steven Kandarian
Chairman, President and Chief Executive Officer

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

Policyholder: City of Port Orange

Group Policy No.: TM 05944706-G

EFFECTIVE DATE:

This policy will take effect on July 01, 2017.

POLICY ANNIVERSARIES

Policy anniversaries will be July 01, 2018 and each subsequent July 01.

PREMIUM PAYMENTS

This policy is issued in return for the payment by the Policyholder of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Florida.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Vice President and Secretary

Steven A. Kandarian
Chairman, President and Chief Executive Officer

Signed by Date:06/22/2017
(A licensed MetLife agent or resident agent as required by law.)

GROUP DENTAL INSURANCE POLICY **NON-DIVIDEND PAYING**

TABLE OF CONTENTS

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contribution means the amount the Policyholder may require the Employee to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Policyholder may require the Employee to pay at least part of the Premium.

Covered Person means an Employee and/or a Dependent as set forth in the Exhibit which applies to the Employee.

Dependent is defined in the Exhibit which applies to the Employee.

Employee is described in the Exhibit which applies to the Employee.

Employer means the Policyholder shown on page 1.

Noncontributory Insurance means insurance for which the Policyholder may not require the Employee to pay any part of the Premium.

Policy Anniversary is defined on page 1.

Policy Month. The first Policy Month will begin on the effective date shown on page 1. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on page 1.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The Schedules of Insurance which apply under this policy are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits.

CONTRIBUTIONS

The Policyholder will not require an Employee to contribute to the cost of Noncontributory Insurance.

The maximum amount that an Employee may be required to contribute to the cost of Contributory Insurance will not exceed the Premium charged for the amounts of such insurance.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in Exhibit 1.

Frequency of Premium Payment

Premiums for this policy will be paid as shown on page 1. MetLife and the Policyholder may agree that payment be made in advance every 3, 6, or 12 months.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total amount of insurance provided by this policy on such Premium Due Date, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due under this policy.

Premiums for Changes in Insurance

For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month. However, if a policy amendment or evidence of good health is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

PREMIUM RATES (continued)

Right to Change Premium Rates

MetLife may change Premium rates for changes which materially affect the risk assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;

2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;

3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;

4. when there is a significant change in the geographic distribution of insured Employees;

5. when applicable law requires a change in:

   a. the insurance provided by this policy; and/or

   b. the class of persons eligible for insurance under this policy; or

6. when a Premium Due Date coincides with or next follows:

   a. a change greater than 25% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or

   b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

MetLife will notify the Policyholder, in Writing, at least 45 days before a Premium rate change.

In addition, MetLife may change Premium rates:

1. except as may be stated in Exhibit 1, on any date on or after the first Policy Anniversary; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 45 days before such change; and

2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the effective date of this policy may be paid up to 31 days after its Premium Due Date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, this policy will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder, this policy will continue in effect until the date such notice is given.

Policyholder's intent to end this policy during the grace period. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end this policy before the end of the grace period. In this case, this policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

GRACE PERIOD (continued)

If the Policyholder replaces this policy with another group insurance policy but does not give MetLife notice of intent to end this policy, the grace period provisions will apply.

Grace period extensions. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date this policy will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance under this policy was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. on the date Premium is not paid when due, subject to the Grace Period provisions; or

2. on any Premium Due Date, by giving the Policyholder 45 days advance Written notice, if less than:

a. for Dental Expense Benefits for Employees, 65% of persons eligible under this policy are insured for Contributory Insurance;

b. for Dental Expense Benefits for Dependents, 75% of persons eligible under this policy who are not waiving coverage due to coverage elsewhere, are insured for Contributory Insurance;

c. 100% of persons eligible under this policy are insured for Noncontributory Insurance; or

d. 10 Employees are insured by this policy.

3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or

4. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in Exhibit 1, by giving the Policyholder 45 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy, including its Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers. The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife, does not have MetLife’s authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder. Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application. MetLife will not use such statement to contest life insurance after it has been in force for 2 years from its effective date, or date of last reinstatement, unless the statement is fraudulent.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

MetLife will not use a Covered Person’s statements which relate to insurability to contest life insurance after it has been in force for 2 years during his life, unless the statement is fraudulent. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during his life, unless the statement is fraudulent.

Certificates. MetLife will issue individual certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person’s benefits and rights under this policy. "Certificate" includes any of MetLife’s insurance riders, notices or other attachments to the certificate.

GENERAL PROVISIONS (continued)

Assignment. The rights and benefits under this policy are not assignable prior to a claim for benefits, except as required by law or as permitted by MetLife.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Non-Dividend Paying. This policy does not pay dividends.

Conformity with Law. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	July 01, 2017
2	Certificate Forms	All Covered Persons	July 01, 2017

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Dental Benefits will be in effect from July 01, 2017 through June 30, 2019.

Dental Expense Benefits:

	Amount per unit for Dental Expense Benefits in force hereunder
Employee Only	$30.98
Employee and Dependent(s)	$84.05

The premium renewal rates on July 01, 2019 will not increase more than 6% from the initial schedule of premium rates listed above.

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2012-FL-LG-DENTAL	All Active Full-Time Employees excluding City Council Members, Mayor, Directors, Attorneys and City Managers	July 01, 2017
2	GCERT2012-FL-LG-DENTAL	All Active Full-Time City Council Members and Mayor	July 01, 2017
3	GCERT2012-FL-LG-DENTAL	All Active Full-Time Directors	July 01, 2017
4	GCERT2012-FL-LG-DENTAL	All Active Full-Time Attorneys and City Managers	July 01, 2017
5	GCERT2012-FL-LG-DENTAL	All Retired Employees	July 01, 2017

MetLife

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

June 29, 2017

Group Number: TM 05944706-G

Dear Heather Carrizales:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

We are pleased to provide you access to our online administrative manual at **www.metlifeadminmanual.com/am1.** This site provides you the most current and important administration information such as: required state Life and Health Guaranty Association Notices (to inform you about state protections in case of insurer insolvency), forms, and other helpful tools.

I'd like to remind you that our toll-free Customer Service number, 1-855-METEYE1, is available to you and your employees. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.metlifeadminmanual.com/am1/).

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,

Small Market Customer Service Team

Enclosures: Policy/Certificate
Cc: (Broker)

Metropolitan Life Insurance Company
18210 Crane Nest Drive, Tampa, FL 33647

MetLife

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

Policyholder: City of Port Orange

Group Policy No.: TM 05944706-G

EFFECTIVE DATE:

This policy will take effect on July 1, 2017.

POLICY ANNIVERSARIES

Policy anniversaries will be July 1, 2018 and each subsequent July 1

PREMIUM PAYMENTS

This policy is issued in return for the payment by the Policyholder of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Florida.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Vice President and Secretary

Steven A. Kandarian
Chairman of the Board, President and Chief Executive Officer

Signed by Date: 06/29/2017
(A licensed MetLife agent or resident agent as required by law.)

GROUP VISION INSURANCE POLICY **NON-DIVIDEND PAYING**

TABLE OF CONTENTS

Section **Page**

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Contribution means the amount the Policyholder may require the Employee to pay towards the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Policyholder may require the Employee to pay at least part of the Premium.

Covered Person means an Employee and/or a Dependent as set forth in the Exhibit which applies to the Employee .

Dependent is defined in the Exhibit which applies to the Employee .

Employee is described in the Exhibit which applies to the Employee.

Employer means the Policyholder shown on page 1.

Noncontributory Insurance means insurance for which the Policyholder may not require the Employee to pay any part of the Premium.

Policy Anniversary is defined on page 1.

Policy Month. The first Policy Month will begin on the effective date shown on page 1. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy.

Premium Due Date is defined on page 1.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

Written or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

SCHEDULE OF INSURANCE

The Schedules of Insurance which apply under this policy are set forth in the Exhibits.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits.

CONTRIBUTIONS

The Policyholder will not require an Employee to contribute to the cost of Noncontributory Insurance.

The maximum amount that an Employee may be required to contribute to the cost of Contributory Insurance will not exceed the Premium charged for the amounts of such insurance.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in Exhibit 1.

Frequency of Premium Payment

Premiums for this policy will be paid as shown on page 1. MetLife and the Policyholder may agree that payment be made in advance every 3, 6, or 12 months.

Computation of Premium

The Premium due on any Premium Due Date is determined by the total amount of insurance provided by this policy on such Premium Due Date, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

MetLife may use any reasonable method to compute Premiums due under this policy.

Premiums for Changes in Insurance

For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month. However, if a policy amendment or evidence of good health is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

PREMIUM RATES (continued)

Right to Change Premium Rates

MetLife may change Premium rates for changes which materially affect the risk assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of insured Employees;
5. when applicable law requires a change in:
   a. the insurance provided by this policy; and/or
   b. the class of persons eligible for insurance under this policy; or
6. when a Premium Due Date coincides with or next follows:
   a. a change greater than 25% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or
   b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

MetLife will notify the Policyholder, in Writing, at least 45 days before a Premium rate change.

In addition, MetLife may change Premium rates:

1. except as may be stated in Exhibit 1, on any date on or after the first Policy Anniversary; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 45 days before such change; and
2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

GRACE PERIOD

Each Premium due after the effective date of this policy may be paid up to 31 days after its Premium Due Date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, this policy will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder, this policy will continue in effect until the date such notice is given.

Policyholder's intent to end this policy during the grace period. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end this policy before the end of the grace period. In this case, this policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

GRACE PERIOD (continued)

If the Policyholder replaces this policy with another group insurance policy but does not give MetLife notice of intent to end this policy, the grace period provisions will apply.

Grace period extensions. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date this policy will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance under this policy was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder can end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife can end this policy as follows:

1. on the date Premium is not paid when due, subject to the Grace Period provisions; or
2. on any Premium Due Date, by giving the Policyholder 45 days advance Written notice, if less than:
   a. for Vision Benefits for Employees, 10% of persons eligible under this policy are insured for Contributory Insurance;
   b. for Vision Benefits for Dependents, 10% of persons eligible under this policy who are not waiving coverage due to coverage elsewhere, are insured for Contributory Insurance;
   c. 100% of persons eligible under this policy are insured for Noncontributory Insurance; or
   d. 10 Employees are insured by this policy.
3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
4. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in Exhibit 1, by giving the Policyholder 45 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

GENERAL PROVISIONS

Entire Contract. The entire contract is made up of the following:

1. this policy, including its Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

Policy Changes or Waivers. The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife, does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder. Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application. MetLife will not use such statement to contest life insurance after it has been in force for 2 years from its effective date, or date of last reinstatement, unless the statement is fraudulent.

Incontestability: Statements Made by Covered Persons. Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

MetLife will not use a Covered Person's statements which relate to insurability to contest life insurance after it has been in force for 2 years during his life, unless the statement is fraudulent. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during his life, unless the statement is fraudulent.

Certificates. MetLife will issue individual certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person's benefits and rights under this policy. "Certificate" includes any of MetLife's insurance riders, notices or other attachments to the certificate.

Assignment. The rights and benefits under this policy are not assignable prior to a claim for benefits, except as required by law or as permitted by MetLife.

Data Needed. The Policyholder will provide MetLife with all the data needed to compute Premiums and carry out the terms of this policy. MetLife may examine such data at any reasonable time. If MetLife or the Policyholder make a clerical error in keeping the data, the Premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in effect, nor will it continue insurance validly ended.

Misstatement of Age. If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

Time of Action. No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with Us. No such action shall be brought after the expiration of any applicable statute of limitations, from the time Written Proof of loss is required to be given.

Non-Dividend Paying. This policy does not pay dividends.

Conformity with Law. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	July 1, 2017
2	Certificate Forms	All Covered Persons	July 1, 2017

EXHIBIT 1

SCHEDULE OF PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Vision Benefits will be in effect from July 1, 2017 through June 30, 2020.

Vision Expense Benefits:

	Amount per unit for Vision Expense Benefits in force hereunder
Employee Only	$6.26
Employee and One Dependent	$9.08
Employee and Two or More Dependents	$16.27

EXHIBIT 2

CERTIFICATE FORMS

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2012-VISION	All Active Full-Time Employees	July 1, 2017

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: Yes

SUBJECT: (B7b) Ratification of emergency work for the 20" force main leak on Herbert Street / Burklin Place.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification and confirm the decision of the City Manager approved emergency purchase orders to Hazen Construction, LLC, Brownie's Septic & Plumbing, P&L Creech, Inc, All Daytona Septic Tank Service, Meeks Plumbing, Inc., Woody's Septic Tank Service, and Core and Main to repair a 20-inch force main failure at Herbert Street and Burklin Place for an amount of $425,846.25.

SUMMARY: The Public Utilities Department requests City Council to ratify the emergency purchase orders to Hazen Construction, LLC, Brownie's Septic & Plumbing, P&L Creech, Inc, All Daytona Septic Tank Service, Meeks Plumbing, Inc., Woody's Septic Tank Service, and Core and Main to repair a 20-inch force main failure at Herbert Street and Burklin Place in a total amount of $425,846.25.

On Saturday March 17, 2018 at approximately 9 AM, on-call personnel responded to a complaint of sewage in the road at Herbert Street and Burklin Place. Upon arrival, City staff found sewage bubbling up at the SE corner of the intersection. The spill was intermittent when the beachside 15 lift stations turned on. City staff contained the spillage and notified the State warning point (FDEP/DOH) as required.

City staff met with three (3) local underground utilities contractors on site to solicit quotes for this emergency repair. Two (2) contractor quotes were received and one (1) contractor declined due to time constraint.

Hazen Construction, LLC:	$149,000.00
Danus Utilities Inc.:	$175,650.00
Tomoka Construction Services, Inc.:	Declined

Hazen Construction was instructed to start the repair work immediately. City staff issued separate emergency purchase orders to septic hauling vendors and supply vendors to expedite the repair.

On March 21, 2018 approximately 9 PM, the physical repair of 20" pipe and manual transport of sewage from beachside lift stations to the City wastewater treatment plant via pumper trucks was underway. At approximately 5 AM on March 22, 2018, the contractor almost completed the replacement and repair of the 20” pipe when an unexpected small hair line crack on the original ductile iron pipe appeared beyond the repaired area. Time was of the essence to activate the 20” force main to receive morning peak sewage flow from the beachside communities.

It was decided additional pipe replacement was needed due to heavy internal ductile iron pipe corrosion. The second leak was an unforeseen condition to the original emergency scope of work.

On March 23, 2018 approximately 9 PM, the second leak repair was underway. Approximately 60 feet of corroded 20” ductile iron pipe was replaced with new ductile iron pipe. The second leak repair resulted in additional time, manpower, and materials from the contractors.

The original estimated emergency purchase order to Hazen Construction was $199,000.00 (including $50,000.00 for an unforeseen conditions allowance). The additional unforeseen second repair work was $157,726.00. The total cost for the entire work from Hazen Construction is $306,726.00. The cost for manual transport of sewage from beachside and cost of materials was $119,120.25. The grand total repair cost for this emergency job is $425,846.25

Project No.: URH001 Funding Account No.: 401 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo	20in FM Break at Herbert St Emergency Repair Ratification Memo (04-12-2018 Rev. 2).pdf
2.	Incident Photo's	Incident Photo's.pdf
3.	Quotes	Quotes.pdf
4.	Encumbrance History	Encumbrance History.pdf

Julia Wiggins	Created/Initiated - 04/24/2018
Julia Wiggins	Approved - 04/24/2018
Kenny Ho	Approved - 04/25/2018
Rick Wilson	Approved - 04/25/2018
Lynn Stevens	Approved - 04/25/2018
Tracey Riehm	Approved - 05/01/2018
Margaret Roberts	Approved - 05/04/2018
Jake Johansson	Approved - 05/04/2018
Robin Fenwick	Final Approval - 05/04/2018

City of Port Orange
Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director
Julia Wiggins, Public Utilities Budget Analyst

FROM: Kenny Ho, Public Utilities Engineering and Construction Manager

DATE: April 30, 2018

SUBJECT: 20-inch Sewer Force Main Failure at the SE Corner of Herbert Street and Burklin Place Emergency Repair (March 17, 2018)

REQUEST:
The Public Utilities Department requests City Council to ratify the emergency purchase orders to Hazen Construction, LLC, Brownie's Septic & Plumbing, P&L Creech, Inc, All Daytona Septic Tank Service, Meeks Plumbing, Inc., Woody's Septic Tank Service, and Core and Main to repair a 20-inch force main failure at Herbert Street and Burklin Place in a total amount of $425,846.25.

PURPOSE:
Emergency repair to the 20-inch diameter sewer force main which failed at the intersection of Herbert Street and Burklin Place. This is the only sewer force main providing sewer service to Daytona Beach Shores, Ponce Inlet, Volusia County, and Port Orange customers at the beachside.

CONSIDERATION:
On Saturday March 17, 2018 at approximately 9 AM, on-call personnel responded to a complaint of sewage in the road at Herbert Street and Burklin Place. Upon arrival, City staff found sewage bubbling up at the SE corner of the intersection. The spill was intermittent when the beachside 15 lift stations turn on. City staff contained the spillage and notified the State warning point (FDEP/DOH) as required.

City staff met with three (3) local underground utilities contractors on site to solicit quotes for this emergency repair. Two (2) contractor quotes were received and one (1) contractor declined due to time constraint.

1. Hazen Construction, LLC: $149,000.00
2. Danus Utilities Inc.: $175,650.00

3. Tomoka Construction Services, Inc.: Declined

Hazen Construction was instructed to start the repair work immediately. City staff issued separate emergency purchase orders to septic hauling vendors and supply vendors to expedite the repair.

On March 21, 2018 approximately 9 PM, the physical repair of 20" pipe and manual transport of sewage from beachside lift stations to the City wastewater treatment plant via pumper trucks was underway. At approximately 5 AM on March 22, 2018, the contractor almost completed the replacement and repair of the 20" pipe when an unexpected small hair line crack on the original ductile iron pipe appears beyond the repaired area. Time was of the essence to activate the 20" force main to receive morning peak sewage flow from the beachside communities.

It was decided additional pipe replacement was needed due to heavy internal ductile iron pipe corrosion. The second leak was an unforeseen condition to the original emergency scope of work.

On March 23, 2018 approximately 9 PM, the second leak repair was underway. Approximately 60 feet of corroded 20" ductile iron pipe was replaced with new ductile iron pipe. The second leak repair resulted in additional time, manpower, and materials from the contractors.

The original estimated emergency purchase order to Hazen Construction was $199,000.00 (included $50,000.00 for unforeseen conditions allowance). The additional unforeseen second repair work was $157,726.00. The total cost for the entire work from Hazen Construction is $306,726.00. The cost for manual transport of sewage from beachside and cost of materials was $119,120.25. The grand total repair cost for this emergency job is $425,846.25

FUNDING:

401-0400-535-6397 $425,846.25
Project No. URH001

RECOMMENTATION:

The Public Utilities Department recommends City Council to ratify and confirm the decision of the City Manager approved emergency purchase orders to Hazen Construction, LLC, Brownie's Septic & Plumbing, P&L Creech, Inc, All Daytona Septic Tank Service, Meeks Plumbing, Inc., Woody's Septic Tank Service, and Core and Main to repair a 20-inch force main failure at Herbert Street and Burklin Place for an amount of $425,846.25.

ANTICIPATED SCHEDULE:

N/A.

ATTACHMENTS:

1. Vendors quotes

Report Date: 3/19/18
Report Time: 8:20 AM
Report Run By: WIGGINS, JULIA L

Time Balancing Summary Report

Pay Period: WK: 03/12/2018 - 03/18/2018

	Regular Time	Overtime	Comptime	Benefit	Deduction	Other	Rounding	Amount	Total
0200 (Water Product / 1987 Bond Proj)	**554.00**	**51.00**	**0.00**	**88.00**	**(10.50)**	**0.00**	**-7.82**	**0.00**	**693.00**
01 (Regular Hours)	31.00								
02 (Overtime)	51.00								
04 (Vacation)	2.00								
IO (Clock In/Out)	523.00								
OP (On Call Pay)	10.00								
P0 (Personal Leave - Unscheduled)	2.00								
P1 (Personal Leave - Scheduled)	74.00								
0400 (Sewer Product / Wastewater Coll)	**638.00**	**71.00**	**0.00**	**222.00**	**(16.50)**	**0.00**	**-8.7**	**0.00**	**931.00**
01 (Regular Hours)	18.00								
02 (Overtime)	71.00								
IO (Clock In/Out)	620.00								
OP (On Call Pay)	20.00								
P0 (Personal Leave - Unscheduled)	8.00								
P1 (Personal Leave - Scheduled)	194.00								

Report Date: 3/19/18
Report Time: 8:20 AM
Report Run By: WIGGINS, JULIA L

Time Balancing Summary Report

Pay Period: WK: 03/12/2018 - 03/18/2018

	Regular Time	Overtime	Comptime	Benefit	Deduction	Other	Rounding	Amount	Total
0500 (Meter Reader / Physical Env Wate)	**186.00**	**65.00**	**0.00**	**54.50**	**(11.50)**	**0.00**	**-2.34**	**0.00**	**305.50**
02 (Overtime)	65.00								
IO (Clock In/Out)	186.00								
P0 (Personal Leave - Unscheduled)	11.50								
P1 (Personal Leave - Scheduled)	43.00								
0800 (Water/sewer Dist / Physical Env Wate)	**562.00**	**152.50**	**0.00**	**138.00**	**(32.50)**	**0.00**	**-6.98**	**0.00**	**852.50**
02 (Overtime)	152.50								
AL (Administrative Leave)	16.00								
IO (Clock In/Out)	562.00								
OP (On Call Pay)	20.00								
P0 (Personal Leave - Unscheduled)	30.00								
P1 (Personal Leave - Scheduled)	72.00								

Report Date: 3/19/18
Report Time: 8:20 AM
Report Run By: WIGGINS, JULIA L

Time Balancing Summary Report

Pay Period: WK: 03/12/2018 - 03/18/2018

	Regular Time	Overtime	Comptime	Benefit	Deduction	Other	Rounding	Amount	Total
0824 (W/S Lab/Physical Enriv)	**163.00**	**3.00**	**0.00**	**37.00**	**0.00**	**0.00**	**-1.36**	**0.00**	**203.00**
02 (Overtime)	3.00 ✓								
FL (Floating Holiday)	5.00								
IO (Clock In/Out)	163.00								
P1 (Personal Leave - Scheduled)	32.00								
0900 (Utility Admin / Physical Env Wate)	**313.00**	**0.00**	**0.00**	**6.00**	**(8.50)**	**0.00**	**-0.17**	**0.00**	**318.00**
03 (Sick Time)	2.00								
04 (Vacation)	4.00								
IO (Clock In/Out)	313.00								
RH (Salary Hours Deduction)	(1.00)								
0901 (Utility Admin / Util Warehouse)	**77.00**	**18.00**	**0.00**	**24.00**	**(4.50)**	**0.00**	**-1.06**	**0.00**	**119.00**
02 (Overtime)	18.00 ✓								
IO (Clock In/Out)	77.00								
P1 (Personal Leave - Scheduled)	24.00								

Report Date: 3/19/18
Report Time: 8:20
AM
Report Run By:
WIGGINS, JULIA L

Time Balancing Summary Report

Pay Period: WK: 03/12/2018 - 03/18/2018

	Regular Time	Overtime	Comptime	Benefit	Deduction	Other	Rounding	Amount	Total
Report Totals	**2,493.00**	**360.50**	**0.00**	**569.50**	**(84.00)**	**0.00**	**-28.43**	**0.00**	**3,422.00**

Time Entry Type Summary

01 (Regular Hours)	49.00
02 (Overtime)	360.50
03 (Sick Time)	2.00
04 (Vacation)	6.00
AL (Administrative Leave)	16.00
FL (Floating Holiday)	5.00
IO (Clock In/Out)	2,444.00
OP (On Call Pay)	50.00
P0 (Personal Leave - Unscheduled)	51.50
P1 (Personal Leave - Scheduled)	439.00
RH (Salary Hours Deduction)	-1.00

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

March 18, 2018

Subject: **20" Force Main Breaks at the intersection of Herbert St. and Burklin Pl Emergency Repair Quote Request.**

All quote must be submitted to Kenny Ho at City Hall or via email to kho@port-orange.org.

City of Port Orange would like to request a competitive quote for a 20" (inch) force main break emergency repair work. At the SE corner of Herbert St and Burklin Pl, a 20" DIP force main break has occurred and it appears the break is at the 2 (two) 45-degree fittings (see attached utility as-built). This is a lump sum quote request and the winning contractor shall furnish all labor and materials to complete the below scopes of work. City staff does not know the full extent of this force main breaks; however, City will be fair in compensating the contractor for unforeseen conditions or extra scope of work requested by the City other than the work described below.

Contractor responsibilities:

1. MOT for roadway closure and detour at:
   a. Herbert St between Orange Ave and 5th St.
   b. Burklin Pl between Herbert St and Old Dunlawton Ave.
   c. Old Dunlawton Ave will be closed at Dunlawton Ave and traffic to be detoured to Ruth St. for local businesses.
   d. Only local traffic is permitted for the surrounding residents and businesses.
2. Dewatering
3. Replace the existing 2 (two) 45-degree fittings with new DIP fittings with MJ restraint. If the existing 20" DIP pipe connecting to these two fittings is damage, new 20" PVC C-905 or DIP pipe will be required. Only hard body repair coupling will be acceptable. City will supply materials (City responsibilities note #1). If contractor could get these materials faster than City, City will compensate contractor for materials cost.
4. New 45-degree fittings shall be restraint upstream and downstream at a minimum 40 feet from new fittings. Reverse thrust block is acceptable depends on field conditions and availability of MJ restraint materials.
5. Deactivation of the existing 20" force main and repair work can only be done during the low flow period at night time. Working window between 10pm to 5am each night. No work on the existing 20" force main until all materials are on-site.

Hazen Quote

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

6. Contractor is responsible to pump out the sewage inside the existing 20" force main when this force main is deactivated. The closest upstream gate valve is about 6,500 feet at the Port Orange Causeway Park under the Dunlawton Bridge.
7. Saw cut and repave +/- 1,000 sf of pavement and restore road per City Details with min. 1.5" Type S-III asphalt. Compact test is required for backfill.
8. Full site restoration of all disturbed area.

City responsibilities:

1. City will supply 20" 45-degree fittings, 20" MJ restraints and 20" repair couplings.
2. City Vac-con truck on site to provide support as needed.
3. City will monitor 2 (two) regional pump stations at beachside and 2 (two) local lift stations and will manually draw down wet wells by pumper trucks.
4. City lift station mechanics will be on-site to monitor each lift station that will be effected by the shut-down of the 20" force main.

Lump Sum Price Quote $: 149,000.00

Contractor Firm Name: Hazen Construction

Contractor Name: Chad S. Hazen

Signature of Contractor: [signature]

Date: 3/19/18

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

March 18, 2018

Subject: **20" Force Main Breaks at the intersection of Herbert St. and Burklin Pl Emergency Repair Quote Request.**

All quote must be submitted to Kenny Ho at City Hall or via email to kho@port-orange.org.

City of Port Orange would like to request a competitive quote for a 20" (inch) force main break emergency repair work. At the SE corner of Herbert St and Burklin Pl, a 20" DIP force main break has occurred and it appears the break is at the 2 (two) 45-degree fittings (see attached utility as-built). This is a lump sum quote request and the winning contractor shall furnish all labor and materials to complete the below scopes of work. City staff does not know the full extent of this force main breaks; however, City will be fair in compensating the contractor for unforeseen conditions or extra scope of work requested by the City other than the work described below.

Contractor responsibilities:

1. MOT for roadway closure and detour at:
   a. Herbert St between Orange Ave and 5th St.
   b. Burklin Pl between Herbert St and Old Dunlawton Ave.
   c. Old Dunlawton Ave will be closed at Dunlawton Ave and traffic to be detoured to Ruth St. for local businesses.
   d. Only local traffic is permitted for the surrounding residents and businesses.
2. Dewatering
3. Replace the existing 2 (two) 45-degree fittings with new DIP fittings with MJ restraint. If the existing 20" DIP pipe connecting to these two fittings is damage, new 20" PVC C-905 or DIP pipe will be required. Only hard body repair coupling will be acceptable. City will supply materials (City responsibilities note #1). If contractor could get these materials faster than City, City will compensate contractor for materials cost.
4. New 45-degree fittings shall be restraint upstream and downstream at a minimum 40 feet from new fittings. Reverse thrust block is acceptable depends on field conditions and availability of MJ restraint materials.
5. Deactivation of the existing 20" force main and repair work can only be done during the low flow period at night time. Working window between 10pm to 5am each night. No work on the existing 20" force main until all materials are on-site.

Danus Quote

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

6. Contractor is responsible to pump out the sewage inside the existing 20" force main when this force main is deactivated. The closest upstream gate valve is about 6,500 feet at the Port Orange Causeway Park under the Dunlawton Bridge.
7. Saw cut and repave +/- 1,000 sf of pavement and restore road per City Details with min. 1.5" Type S-III asphalt. Compact test is required for backfill.
8. Full site restoration of all disturbed area.

City responsibilities:

1. City will supply 20" 45-degree fittings, 20" MJ restraints and 20" repair couplings.
2. City Vac-con truck on site to provide support as needed.
3. City will monitor 2 (two) regional pump stations at beachside and 2 (two) local lift stations and will manually draw down wet wells by pumper trucks.
4. City lift station mechanics will be on-site to monitor each lift station that will be effected by the shut-down of the 20" force main.

Lump Sum Price Quote $: 175,650.00

Contractor Firm Name: Danus Utilities

Contractor Name: Raymond Rogers

Signature of Contractor: [signature]

Date: 3-19-18

Wiggins, Julia

From: Ho, Kenny
Sent: Monday, March 19, 2018 12:02 PM
To: Wiggins, Julia
Subject: 20" FM Break quotes
Attachments: 20180319103609187.pdf; Herbert FM repair 1.pdf

Julia:
See attached. Tomoka Const. did not bid due to current workloads.

Kenny Ho, P.E.
Public Utilities Engineering & Construction Manager
City of Port Orange
Public Utilities Department
1000 City Center Circle
Port Orange, FL 32129
Phone: (386) 506-5754
Fax: (386) 756-5370
kho@port-orange.org
www.port-orange.org

Tom oKa Const

Wiggins, Julia

From: Ho, Kenny
Sent: Monday, March 19, 2018 1:05 PM
To: Wiggins, Julia; Stevens, Lynn
Subject: FW: 20in Force Main Failure at the SE Corner of Herbert St and Burklin Pl Emergency Repair Scope of Work (City of Port Orange)

FYI. Tomoka Const. declined bid.
KH

From: Kyle Hall [mailto:kyle@tomokaconstruction.com]
Sent: Monday, March 19, 2018 12:08 PM
To: Ho, Kenny <kho@port-orange.org>
Subject: Re: 20in Force Main Failure at the SE Corner of Herbert St and Burklin Pl Emergency Repair Scope of Work (City of Port Orange)

Kenny,

Unfortunately our firm will be unable to assist on this project and will be declining to bid. We appreciate the opportunity.

Sincerely,

Kyle Hall

40 Holly Street
Ormond Beach, FL. 32174
www.tomokaconstruction.com
P: 386-274-3120
F: 386-274-3170
C: 386-338-5424

On 2018-03-18 01:26 PM, Ho, Kenny wrote:

> Good afternoon Chad, Kyle and Raymond:
>
> Thank you all for meeting with City staff this morning to discussed about the 20" force main emergency repair. Attached please find is the final scope of work for the 20" FM emergency repair and an as-built drawing of this 20" FM. Please submit your quote ASAP to me. City would like to start work on Monday March 19, 2018.
>
> **Kenny Ho, P.E.**

Public Utilities Engineering & Construction Manager

City of Port Orange

Public Utilities Department

1000 City Center Circle

Port Orange, FL 32129

Phone: (386) 506-5754

Fax: (386) 756-5370

kho@port-orange.org

www.port-orange.org

HERBERT STREET / BURKLIN PLACE
EMERGENCY REPAIRS
ENCUMBRANCE / INVOICE HISTORY

As of 4/30/18

Vendor Name	PO #	Original Encumbrance	Change Order	Purchase Order Final Amt	Status
Hazen Construction	073561	$ 199,000.00	$ 107,726.00	$ 306,726.00	paid
Core & Main	073556	$ 25,000.00	$ (8,326.75)	$ 16,673.25	paid
Woody Septic Tank	073557	$ 25,000.00	$ (4,100.00)	$ 20,900.00	paid
Godawa Septic	073555	$ 25,000.00	$ (20,478.00)	$ 4,522.00	paid
All Daytona Septic	073554	$ 25,000.00	$ 300.00	$ 25,300.00	paid
Meeks Plumbing	073565	$ 25,000.00	$ 5,475.00	$ 30,475.00	paid
Brownies Septic	073606	$ 21,250.00	$ -	$ 21,250.00	paid
Fla East Coast Railway LLC	073568	$ 1,000.00	$ -	$ 1,000.00	pending
		$ 346,250.00	**$ 80,596.25**	**$ 426,846.25**	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: Yes

SUBJECT: (B7c) Rejection of RFSQ #17-01 - Police Shooting Range Facility

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to reject all bids, to revise the project scope and bid again.

SUMMARY: Three proposals were received, however the lowest bid came in 1.5 million dollars over budget. The City is unable to fund this project at this time. The scope of work is being revised and the project will be put out to bid again as soon as that is completed.

Recommend motion to reject all bids.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Notice To Reject RFSQ 17-01 (02-26-18)	Notice To Reject RFSQ 17-01 (02-26-18).pdf

---

Robin Fenwick	Created/Initiated - 05/02/2018
William Proctor	Approved - 05/02/2018
Thomas Grimaldi	Approved - 05/02/2018
Tracey Riehm	Approved - 05/07/2018
Margaret Roberts	Approved - 05/07/2018
Jake Johansson	Approved - 05/07/2018
Robin Fenwick	Final Approval - 05/08/2018

CORRECTED - NOTICE OF INTENT TO REJECT ALL PROPOSALS

RFSQ # 17-01

DESIGN-BUILD POLICE SHOOTING RANGE FACILITY

February 27, 2018

On February 6, 2018, purchasing received three (3) bid submittals for stage two of RFP 17-01 Design-Build Police Shooting Range Facility. After careful review, City Staff has made a recommendation to reject all submittals due to the fact that all cost proposals were considerably more than the department's budget. The recommendation will be presented to City Council on May 15, 2018.

David Battaglia
Purchasing Agent

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/15/2018

Consent item: Yes

SUBJECT: (B8) Major Special Event Request – Remarkable River Race Series 5K/10K Race at Aunt Catfish's Restaurant located at 4009 Halifax Drive, Gavone's Pizza located at 4085 Ridgewood Avenue and the Galbreath's private residence located at 4108 Halifax Drive.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River Series 5K/10K Race at Aunt Catfish's Restaurant at 4009 Halifax Drive, Gavone's Pizza at 4085 Ridgewood Avenue, and the Galbreath's private residence located at 4108 Halifax Drive subject to the conditions in the staff report.

SUMMARY: The applicant Katrina Guevara, owner of The Running Elements, is requesting a repeat special event, for the Remarkable River Race Series 5K/10K race. The proposed hours of the event are from 5:00 a.m. until 9:30 a.m. on June 10, 2018.

The 5K race will start and finish in the parking lot at Gavone's Pizza located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Gavone's Pizza.

The 10K race will start at Gavone's Pizza located at 4085 Ridgewood Avenue and head south on Halifax Drive turning right on Fleming Avenue, left on Palmetto Avenue, left on Katherine Street, right on Halifax Drive turning around at the dead end to run north on Riverside/Halifax Drive, right on Harbour Point Drive, right on Riverside/Halifax Drive, finishing at the garage entrance to Gavone's Pizza.

Both the 5K and 10K race routes are entirely within the Port Orange city limits, and are the same courses that have been used for the last 6 years with participants running within the streets listed above.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at $250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

The staff report is attached for additional information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2018-June Remarkable River Race 5k-10K - staff report	2018-June Remarkable River Race 5k-10K - staff report.pdf

Briana Conlan-King	Created/Initiated - 04/23/2018
Tim Burman	Approved - 04/26/2018
Thomas Grimaldi	Approved - 05/07/2018
Ronny Buttrum	Approved - 05/07/2018
Jake Johansson	Approved - 05/08/2018
Robin Fenwick	Final Approval - 05/09/2018

STAFF REPORT
MAJOR SPECIAL EVENT REQUEST

REQUEST:	Remarkable River Run 5K/10K
APPLICANT:	Katrina Guevara, The Running Elements
EVENT LOCATION:	Aunt Catfish's Restaurant – 4009 Halifax Drive Gavone's Pizza – 4085 Ridgewood Avenue Galbreath's Private Residence – 4108 Halifax Drive
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	May 15, 2018

SUMMARY:

Staff has received a repeat special event request for a 5K/10K race from Katrina Guevara, owner of The Running Elements. The proposed hours of the event are from 5:00 a.m. until 9:30 a.m. on June 10, 2018.

The 5K race will start and finish in the parking lot at Gavone's Pizza located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Gavone's Pizza.

The 10K race will start at Gavone's Pizza located at 4085 Ridgewood Avenue and head south on Halifax Drive turning right on Fleming Avenue, left on Palmetto Avenue, left on Katherine Street, right on Halifax Drive turning around at the dead end to run north on Riverside/Halifax Drive, right on Harbour Point Drive, right on Riverside/Halifax Drive, finishing at the garage entrance to Gavone's Pizza.

Both the 5K and 10K race routes are entirely within the Port Orange city limits, and are the same courses that have been used for the last 6 years with participants running within the streets listed above.

After the completion of the race, there will be an awards ceremony, held at Gavone's Pizza located at 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments, a live DJ, and sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and Gavone's Pizza. Restrooms will be available inside Aunt Catfish's and port-o-lets will be provided by the applicant. Clean up for the race and ceremony will occur immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues.

CODE VIOLATIONS:

According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

SPECIAL NOTES:

The applicant states that a portion of the proceeds raised from this event will directly benefit "Building Remarkable Communities, Inc.", a non-profit corporation whose mission is the eradication of domestic and family violence through prevention, education, training and program funding.

The applicant has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at $250 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

RECOMMENDATION:

Staff recommends approval of the Remarkable River Run 5K/10K subject to the following conditions:

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

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

3. **Rates for this event for staff time and equipment are per Resolution 18-9 .**

4. Hours of the event shall be from 5:00 a.m. until 9:30 a.m.

5. Access shall be maintained for all emergency vehicles.

6. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.

7. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.

8. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.

9. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.

10. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: Yes

SUBJECT: (B9) Approval of Miscellaneous Receivable Write-offs

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write-offs listed on the attachment and authorize the Finance Director to adjust accounts with an effective date of 05/31/2018.

SUMMARY: The Finance Department is seeking approval to write off Miscellaneous Receivables account balances (see the attachment with specific details) with an effective date of May 31, 2018.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Miscellaneous Receivables Write off Listing	Proposed Bad Debt Write-Off - Revised.pdf

Lisa Pallante	Created/Initiated - 04/19/2018
Tracey Riehm	Approved - 05/01/2018
Shannon Balmer	Approved - 05/04/2018
Jake Johansson	Approved - 05/04/2018
Robin Fenwick	Final Approval - 05/04/2018

Proposed Miscellaneous Receivable Write-off pursuant SOP# COPO G&A 105, Section 5.4 & Florida Statute of Limitations 95.11

Line #	Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 03/31/2018	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
1	LOT MOWING **BOOK: 6705** **PAGE: 2001**	SPRINGWOOD SQ.	2516	SPRINGWOOD SQ JOINT VENTURES	4/24/2012	$ 4,033.98	$ 9,451.88		$ 13,485.86	Over 5 years old - **exceeds Florida Statute of Limitations**
2	LOT MOWING **BOOK: 6749** **PAGE: 3294**	1161 BAYVIEW LN	2532	KEITH RUSSELL (old owner) WHITNEY CAPPS MORGAN (new owner)	8/17/2012	$ 290.00	$ 677.81		$ 967.81	Over 5 years old - **exceeds Florida Statute of Limitations**
3	LOT MOWING **BOOK: 6778** **PAGE: 864**	4 BRANDY HILLS DR.	2546	OREN COHEN	10/22/2012	$ 281.30	$ 549.43		$ 830.73	Over 5 years old - **exceeds Florida Statute of Limitations**
4	CODE ENFORCEMENT **CASE # 15-1017 BOOK: 7175 PAGE: 385**	120 ALOHA TERR.	2844	JOSEPH ADAMO	10/14/2015	$ 85.86	$ 15.90		$ 101.76	**Code Enforcement Lien Reduction Program**. Payment of 20% of Code Lien Fine Received 04/17/17. Release of Lien dated 05/05/2017
5	LOT MOWING	1233 FRANKLIN DR.	2728	DAVID & MARIALISA STEWART (**old owner**) GORILLA CAPITAL FL UU2 LLC (**new owner**)	10/31/2013	$ 130.00	$ 107.88		$ 237.88	Charges deemed uncollectible by COPO Legal Dept; charges not assigned to a case and was not recorded on Volusia County Clerk's website.
6	LOT MOWING **BOOK: 6696** **PAGE: 22**	5417 DUBOIS AVE.	2512	KIMBERLY SEELY STACY	3/27/2012	$ 364.99	$ 889.59		1,254.58	Over 5 years old - **exceeds Florida Statute of Limitations**
									-	
								TOTAL:	**$ 16,878.62**	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: No

SUBJECT: (B10) Resolution No. 18-12 - Authorizing Amendments to the Tax Exempt Revenue Note, Series 2010 for Palmer College

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-12; and authorize the Mayor and City Clerk to approve and execute the final documents consistent herewith.

SUMMARY: In 2010 the City participated with Palmer College to issue financing for the development of the Palmer campus near City Center Parkway. The City's Bond Counsel, Peter Dame, has advised that Palmer College has requested an amendment to the financing documents for the Tax Exempt Revenue Note, Series 2010. The proposed amendment is set forth in the attached resolution. The city is not obligated to pay the Issuer Note except from the proceeds derived from Palmer's repayment of the loan or from other security pledged by Palmer. The attachments for the proposed amendment will be completed by Palmer College and their lender. The City Attorney will provide council with copies of the attachments as soon as Palmer makes them available. The Mayor and City Manager shall be authorized to approve the final documents consistent with the purposes of this agenda item.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-12	Reso. No. 18-12.pdf

Robin Fenwick	Created/Initiated - 05/02/2018
Margaret Roberts	Approved - 05/04/2018
Tracey Riehm	Approved - 05/07/2018
Jake Johansson	Approved - 05/07/2018
Robin Fenwick	Final Approval - 05/08/2018

RESOLUTION NO. 18-12

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING AMENDMENTS TO THE TAX EXEMPT REVENUE NOTE, SERIES 2010 PREVIOUSLY ISSUED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH NOTE; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, all terms under herein in capitalized forms shall have the meanings specified in this section. Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.

"Act" means Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

"Bank" means PNC Bank, National Association, and Quad City Bank and Trust Company, as purchasers and owners of the Issuer Note.

"Bond Counsel" means the law firm of Akerman LLP, Jacksonville, Florida.

"Borrower" means Palmer College Foundation, a Iowa not for profit corporation, and an organization described in Section 501(c)(3) of the Code, and any successor, surviving, resulting or transferee Person as provided in the Financing Agreement.

"Borrower Note" means the promissory note of the Palmer College Foundation, in the form attached to the Financing Agreement, and assigned by the City to the purchaser of the Issuer Note.

"City" means the City of Port Orange, Florida.

"City Manager" means the City Manager of the City or his designee.

"Clerk" means the City Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the Regulations thereunder, whether proposed, temporary or final, promulgated by the Department of the Treasury, Internal Revenue Service.

"County" means Volusia County, Florida.

"Financing Agreement" means the Financing and Security Agreement, dated December 1, 2010, by and between the City, the Palmer College Foundation and the Bank, as amended by an Amendment to Financing Agreement, dated August 20, 2013, between the same parties.

"Issuer Note" means the revenue note of the City designated "City of Port Orange, Florida Tax Exempt Revenue Note, Series 2010", in the principal amount of not to exceed $27,750,000 previously issued by the City and delivered pursuant to the Financing Agreement.

"Mayor" means the Mayor or Vice Mayor of the City.

"Person" or words importing persons means firms, associations, partnerships (including, without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"State" means the State of Florida.

SECTION 3. FINDINGS. The City hereby finds, determines and declares as follows:

A. The City is a local governmental body existing under and pursuant to Chapter 166, Florida Statutes, as amended and supplemented. The City is duly authorized and empowered by the Act to provide for the issuance of and to issue and sell its industrial development revenue bonds for the purpose of financing or refinancing all or any part of the cost of educational facilities, in order to promote and foster the economic growth and development of the County and the State, to enhance and expand industry and other economic activity in the County and the State, and to increase purchasing power and opportunities for gainful employment, to improve living conditions and to advance and improve the prosperity and the welfare of the State and its inhabitants, to foster the industrial and business development of the City, the County and the State, and to otherwise provide for and contribute to the health, safety and welfare of the people of the City, the County and the State.

B. At the request of the Borrower the City has previously issued and delivered the Financing Agreement and the Issuer Note for the purpose of financing and refinancing part of the cost of the financing, acquisition, construction and equipping of the Borrower's Florida campus in the City.

C. The Borrower desires to change the mandatory tender date for the Issuer Note and revise the formula for determination of the variable rate of interest on the Issuer Note and the holders of the Issuer Note have consented to such amendment.

D. The City is not obligated to pay the Issuer Note except from the proceeds derived from the repayment of the loan to the Borrower, or from the other security pledged therefor by the Borrower, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal or, premium, if any, or the interest on the Issuer Note.

E. The Issuer Note will continue to be secured by (i) an obligation of the Borrower in the Financing Agreement to make payments sufficient to pay, among other things, the principal of and premium, if any, and interest on such Issuer Note when and as the same shall become due, (ii) a mortgage and security agreement securing the liens on certain property of the Palmer College Foundation (the "Mortgage") and (iii) a guaranty by Palmer College of Chiropractic - West.

SECTION 4. AMENDMENT AUTHORIZED. The amendment to the Financing Agreement and the Issuer Note as set forth in the Second Amendment to Financing and Security Agreement, attached hereto (the "Second Amendment"), and the form of amended and restated Issuer Note, in the form attached hereto, is hereby authorized.

SECTION 5. AUTHORIZATION OF EXECUTION OF SECOND AMENDMENT, AMENDED AND RESTATED ISSUER NOTE, AND OTHER CERTIFICATES AND INSTRUMENTS. The Mayor and the Clerk are hereby authorized and directed, either alone or jointly, under the official seal of the City, to execute and deliver (i) the Second Amendment, the amended and restated Issuer Note, the assignment of the Borrower Note in the form attached hereto, with such minor corrections and revisions as shall be requested by the Borrower and acceptable to the Mayor, (ii) certificates of the City certifying such facts as the City's counsel or Bond Counsel shall require in connection with the amendment and the delivery of the amended and restated Issuer Note, (iii) such certificates as may be required under Section 103 of the Code or under the provisions of Florida law, and (iv) such other instruments as shall be necessary or desirable to perform the City's obligations under the Second Amendment and the amended and restated Issuer Note and to consummate the transactions hereby authorized.

SECTION 6. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds or the documents referred to herein or any certificate or other instrument to be executed on behalf of the City in connection with the issuance of the Issuer Note, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the City in his or her individual capacity, and none of the foregoing persons nor any officer of the City executing the Issuer Note or any document referred to herein or any certificate or other instrument to be executed in connection with the issuance of the Issuer Note shall be liable personally thereon or be subject, to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 7. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein, in the Issuer Note or in the documents referred to herein, nothing in this Resolution, the Issuer Note or in the documents referred to herein, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the City, the Borrower and the holder of the Issuer Note (and subsequent holders from time to time of the Issuer Note) any right, remedy or claim, legal or equitable, under and by reason of this

Resolution or any provision hereof, or of the Issuer Note or the documents referred to herein, all provision hereof and thereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, and the holder of the Issuer Note (and subsequent holders from time to time of the Issuer Note).

SECTION 8. PREREQUISITES PERFORMED. All acts, conditions and things relating to the passage of this Resolution, to the execution and delivery of the Second Amendment and the amended and restated Issuer Note required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the execution and delivery of the Financing Agreement and the amended and restated Issuer Note, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery.

SECTION 9. LIMITED OBLIGATION. THE ISSUER NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, THE STATE OF FLORIDA NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER, OR TO LEVY AD VALOREM TAXES ON ANY PROPERTY WITHIN THEIR TERRITORIAL LIMITS TO PAY THE PRINCIPAL OR PREMIUM, IF ANY, OR INTEREST ON SUCH ISSUER NOTE OR OTHER PECUNIARY OBLIGATIONS OR TO PAY THE SAME FROM ANY FUNDS THEREOF OTHER THAN THE AMOUNTS RECEIVED FROM THE BORROWER IN REPAYMENT OF THE LOAN AND THE ISSUER NOTE SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OWNED BY THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, OTHER THAN THE CITY'S INTEREST IN THE FINANCING AGREEMENT AND BORROWER PAYMENTS AND THE NOTE PROCEEDS PLEDGED THEREFOR UNDER AND AS PROVIDED IN THE FINANCING AGREEMENT AND THE OTHER AGREEMENTS SECURING THE ISSUER NOTE.

SECTION 10. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the Issuer Note.

SECTION 11. REPEALING CLAUSE. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 12. EFFECTIVE DATE. 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

COMPOSITE EXHIBIT A

FORMS OF

1) SECOND AMENDMENT TO FINANCING AND SECURITY AGREEMENT

2) SECOND AMENDED AND RESTATED ISSUER NOTE

3) SECOND AMENDED AND RESTATED BORROWER NOTE

4) ASSIGNMENT OF SECOND AMENDED AND RESTATED BORROWER NOTE

SECOND AMENDMENT TO FINANCING AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO FINANCING AND SECURITY AGREEMENT (this "**Amendment**") is made this ___ day of May, 2018 but intended to be effective as of May ___, 2018 (the "**Effective Date**"), by and among **PALMER COLLEGE FOUNDATION**, a nonprofit corporation existing under the laws of the State of Iowa (the "**Borrower**"); **THE CITY OF PORT ORANGE, FLORIDA** (the "**Issuer**"), **PNC BANK, NATIONAL ASSOCIATION** with an address at Firstside Center, 500 First Avenue, Pittsburgh, PA 15219, individually and as administrative agent (the "**Agent**") for the Banks party to the Financing Agreement (as hereinafter defined) and **QUAD CITY BANK AND TRUST COMPANY**, as a Bank ("**Quad City**").

WITNESSETH

WHEREAS, the Borrower, the Issuer, the Agent and Quad City are parties to that certain Financing and Security Agreement dated as of December 1, 2010, as amended by the Amendment to Financing and Security Agreement effective as of August 1, 2013 (and together with this Amendment, the "**Financing Agreement**");

WHEREAS, capitalized terms used herein without definition shall have the meanings given such terms in the Financing Agreement;

WHEREAS, the Borrower, the Agent, the Banks and the Issuer desire to amend the Financing Agreement as provided for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. <u>**Amendments to Financing Agreement**</u>. The Financing Agreement is hereby amended as follows:

(a) <u>Definitions</u>. The definition of "Alternate Rate" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

> <u>Alternate Rate</u> shall mean (a) if the applicable interest rate on the Authority Note was a tax exempt rate (e.g., the Non-Bank Qualified Tax Exempt Rate) immediately preceding the applicability of the Alternate Rate, then the Alternate Rate is a variable rate of interest equal to 80.00% of the sum of (i) the Base Rate as in effect from time to time, and (ii) 1.26% (126 basis points), said rate to change simultaneously with each change to the Base Rate and (b) if the applicable interest rate on the Authority Note was a taxable rate (e.g., the Taxable Rate) immediately preceding the applicability of the Alternate Rate, then the Alternate Rate is a variable rate of interest equal to the sum of (i) the Base Rate as in effect from time to time, and (ii) 1.26% (126 basis points), said rate to change simultaneously with each change to the Base Rate.

(b) <u>Definitions</u>. The definition of "Base Rate" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Base Rate shall mean the higher of (A) the Prime Rate, and (B) the sum of the Overnight Bank Funding Rate plus fifty (50) basis points (0.50%). If and when the Base Rate (or any component thereof) changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the Borrower, effective on the date of any such change.

(c) Definitions. The definition of "Borrower Note" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Borrower Note shall mean the Second Amended and Restated Note in the aggregate principal amount of Twenty Seven Million Seven Hundred Fifty Thousand Dollars ($27,750,000) (currently outstanding in the principal amount of $____________), which amends and restates the Amended and Restated Promissory Note dated August 1, 2013 which amended and restated the Promissory Note dated December 1, 2010, as may be further amended or supplemented from time to time.

(d) Definitions. The definition of "Daily LIBOR Rate" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Daily LIBOR Rate shall mean, for any day, the rate per annum determined by the Agent by dividing (A) the Published Rate by (B) a number equal to 1.00 minus the percentage prescribed by the Federal Reserve for determining the maximum reserve requirements with respect to any eurocurrency fundings by banks on such day. The rate of interest will be adjusted automatically as of each Business Day based on changes in the Daily LIBOR Rate without notice to the Borrower. Notwithstanding the foregoing, if the Daily LIBOR Rate as determined above would be less than zero (0.00), such rate shall be deemed to be zero (0.00) for purposes of this Agreement.

(e) Definitions. The definition of "Issuer Note" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Issuer Note shall mean the Second Amended and Restated City of Port Orange, Florida Tax Exempt Revenue Note (Palmer College Project) in the aggregate principal amount of Twenty Seven Million Seven Hundred Fifty Thousand Dollars ($27,750,000) (currently outstanding in the principal amount of $____________), which amends and restates the Amended and Restated City of Port Orange, Florida Tax Exempt Revenue Note, Series 2010 (Palmer College Project) dated August 1, 2013, which amended and restated the City of Port Orange, Florida Tax Exempt Revenue Note (Palmer College Project) dated December 1, 2010, as may be further amended or supplemented from time to time.

(f) Definitions. The definition of "Non-Bank Qualified Tax-Exempt Rate" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Non-Bank Qualified Tax Exempt Rate shall mean a variable rate of interest equal to 80.00% of the sum of (i) the Daily LIBOR Rate as in effect from time to time, and (ii) 1.26% (126 basis points), said rate to change simultaneously with each change to the Daily LIBOR Rate.

(g) Definitions. The definition of "Optional Purchase Date" in Section 1.1 of the Financing Agreement is hereby amended and restated to read as follows:

Optional Purchase Date shall mean, with respect to the Issuer Note, December 1, 2013, June 1, 2018, June 1, 2023 and June 1, 2028 or such other dates as shall be designated by the Borrower and the Agent.

(h) Definitions. A new defined term "Overnight Bank Funding Rate" is hereby added to Section 1.1 of the Financing Agreement and shall read as follows:

Overnight Bank Funding Rate shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the Federal Reserve Bank of New York (or by such other recognized electronic source (such as Bloomberg) selected by the Agent for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exists, a comparable replacement rate determined by the Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

(g) Interest on the Issuer Note. Section 2.6 [Interest on the Issuer Note] of the Financing Agreement is hereby amended to add a subsection (e) as follows:

(e) In the event of a decrease in the Corporate Tax Rate (as hereinafter defined), enacted or effective after May __, 2018, the Non-Bank Qualified Tax-Exempt Rate and Alternate Rate (as described in clause (a) only) shall each be increased, effective as of the Interest Payment Date following the change in the Corporate Tax Rate by multiplying such rate by a fraction (expressed as a decimal) the numerator of which is the number 1 minus the Corporate Tax Rate in effect following the change in such rate referred to in the preceding sentence and the denominator of which is 0.79. "Corporate Tax Rate" shall mean the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Agent.

2. **Optional Purchase Option**. The parties hereto acknowledge and agree that pursuant to Section 2.8 of the Financing Agreement, the Banks have rescinded their exercise of the Tender Option for June 1, 2018. The Agent, for the benefit of the Banks, shall have the right to tender the Issuer Note to the Borrower for payment of the Tender Price on each subsequent Optional Purchase Date upon giving not less than thirteen (13) months' prior written notice thereof to the Borrower. The parties hereto acknowledge that the Agent, for the benefit of the Banks, has exercised its right to tender the Issuer Note on June 1, 2023, and will exercise its right to tender the Issuer Note on June 1, 2023. The Agent will notify the Borrower not later than six

months prior to each respective Optional Purchase Date of the decision of the Agent, for the benefit of the Banks, to rescind its exercise of a Tender Option.

3. **Conditions to Effectiveness of Amendment**. The Agent's willingness to agree to the amendments set forth in this Amendment is subject to the prior execution by all parties and delivery to the Agent of this Amendment, along with the delivery of certain certificates of the Borrower and Issuer acceptable to Agent, and legal opinions of Borrower's counsel, Issuer's counsel and Bond Counsel as to certain enforceability, tax and other matters requested by Agent, and evidence that the all actions necessary, or in the opinion of the Agent, desirable to perfect and/or protect the security interest of the Banks have been taken.

4. **Borrower's Certifications**. The Borrower hereby certifies that: (a) all of its representations and warranties in the Financing Agreement and the Related Documents, as amended by this Amendment, are, except as may otherwise be stated in this Amendment: (i) true and correct as of the date of this Amendment, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Amendment by reference; (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Financing Agreement or any Related Document which will not be cured by the execution and effectiveness of this Amendment; (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained; (d) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms; (e) no material adverse change in the condition, financial or otherwise, operations, properties, assets or prospects of the Borrower or Guarantor has occurred; (f) no material threatened or pending litigation or material contingent obligations of or against the Borrower or Guarantor exist; Evidence that all actions necessary or, in the opinion of the Bank, desirable, to perfect and protect the security interest of the Bank have been taken.

5. **Miscellaneous**.

(a) All expenses incurred by the Bank, including recording of any UCC filings and other security interests, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing this Amendment or any Related Document shall be for the account of the Borrower and payable at closing and otherwise on demand.

(b) To induce the Agent and the Issuer to enter into this Amendment, the Borrower waives and releases and forever discharges the Agent and the Issuer and each of their officers, directors, attorneys, agents, and employees from any liability, damage, claim, loss or expense of any kind that it may have against the Agent or the Issuer or any of them arising out of or relating to the Financing Agreement and the Related Documents. The Borrower further agrees to indemnify and hold the Agent and the Issuer each of their officers, directors, attorneys, agents and employees harmless from any loss, damage, judgment, liability or expense (including attorneys' fees) suffered by or rendered against the Agent or the Issuer or any of them on account of any claims arising out of or relating to the Financing Agreement and the Related Documents.

The Borrower further states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.

(c) This Amendment may be signed in any number of counterpart copies and by the parties to this Amendment on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Amendment by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

(d) This Amendment will be binding upon and inure to the benefit of the Borrower, the Agent and the Issuer and each of their respective heirs, executors, administrators, successors and assigns.

(e) This Amendment has been delivered to and accepted by the Agent and will be deemed to be made in the State of Iowa. This Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Iowa.

(f) Except as amended hereby, the terms and provisions of the Financing Agreement and the Related Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Financing Agreement or any of the Related Documents, a waiver of any default or Event of Default under the Financing Agreement or any of the Related Documents, or a waiver or release of any of the Agent's rights and remedies (all of which are hereby reserved) **The Borrower expressly ratifies and confirms the waiver of jury trial provisions contained in the Financing Agreement and the Related Documents.**

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 5 TO
SECOND AMENDMENT TO FINANCING AGREEMENT]

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.

WITNESS:

____
Name:______________________________

PALMER COLLEGE FOUNDATION

By:______________________________
Name:______________________________
Title: Chancellor

By:______________________________
Name:______________________________
Title: Treasurer

[SIGNATURE PAGE 2 OF 5 TO
SECOND AMENDMENT TO FINANCING AGREEMENT]

The Guarantor, intending to be legally bound hereby, joins in the execution of this Amendment for the purpose of acknowledging and agreeing to this Amendment, and representing and warranting to, and agreeing with the Agent and Banks that, the Guaranty Agreement remains in full force with respect to the matters therein. For the avoidance of doubt, the definitions of "Borrower Note" and "Financing Agreement" in the Guaranty Agreement shall include all amendments, restatements and supplements thereto, including, but not limited to, this Amendment and the second amendment and restatement of the Borrower Note.

Acknowledged and Agreed by Guarantor:

WITNESS/ATTEST:

____
Name:___________________________

PALMER COLLEGE OF CHIROPRACTIC – WEST

By:_______________________________ (SEAL)
Name:_____________________________
Title:______________________________

[SIGNATURE PAGE 3 OF 5 TO
SECOND AMENDMENT TO FINANCING AGREEMENT]

ATTEST:

____
Robin L. Fenwick
City Clerk

CITY OF PORT ORANGE, FLORIDA

By:______________________________
Donald O. Burnette
Mayor

[SIGNATURE PAGE 4 OF 5 TO
SECOND AMENDMENT TO FINANCING AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,
as a Bank, as Agent and as Hedge Provider

By:______________________________
Name:____________________________
Title:_____________________________

[SIGNATURE PAGE 5 OF 5 TO
SECOND AMENDMENT TO FINANCING AGREEMENT]

QUAD CITY BANK AND TRUST COMPANY, as a Bank

By:______________________________
Name:____________________________
Title:____________________________

SECOND AMENDED AND RESTATED CITY OF PORT ORANGE, FLORIDA TAX EXEMPT REVENUE NOTE, SERIES 2010 (PALMER COLLEGE PROJECT)

MATURITY DATE:	December 1, 2030	DATED: May __, 2018
OWNER:	PNC Bank, National Association, as Agent	
PRINCIPAL AMOUNT:	TWENTY SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($27,750,000)	

This Second Amended and Restated City of Port Orange, Florida Tax Exempt Revenue Note (Palmer College Project) (this "**Note**") amends and restates the Amended and Restated City of Port Orange, Florida Tax Exempt Revenue Note, Series 2010 (Palmer College Project) dated August 1, 2013 which amended and restated the City of Port Orange, Florida Tax Exempt Revenue Note (Palmer College Project) dated December 1, 2010.

City of Port Orange, Florida (the "**Issuer**"), a municipal corporation and political subdivision of the State of Florida, for value received, promises to pay to the owner named above, an amount not to exceed the principal amount stated above, together with interest as provided in the Agreement (defined below) from the date hereof until payment of the principal amount has been made or duly provided for. The principal amount outstanding under this Note as of the dated date above is $__________________.

This Note is the Issuer's Tax Exempt Revenue Note, Series 2010 (Palmer College Project) (the "**Note**"), issued in the principal amount of $27,750,000 pursuant to the Financing and Security Agreement dated as of December 1, 2010, as amended by the Amendment to Financing and Security Agreement effective as of August 1, 2013 and the Second Amendment to Financing and Security Agreement (collectively, the "**Agreement**"), among the Issuer, the Banks now or hereafter party thereto, Palmer College Foundation (the "**Borrower**") and PNC Bank, National Association, as Agent and as a Bank. Reference is made to the Agreement for provisions concerning, among other things, the rate of interest accruing on the principal balance of this Note, the amount of and due date for payments under this Note, prepayments on this Note, a statement of the purposes for which the Note is issued, the application of the proceeds of the Note, the rights and obligations of the Issuer, provisions relating to the rights of the owner of the Note and amendments to the Agreement. Under the Agreement, the Borrower is unconditionally obligated to make payments sufficient to pay debt service on the Note. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement. The executed counterparts of the Agreement are on file at the principal corporate office of the Borrower.

All payments of principal and interest and prepayments on this Note shall be made in accordance with Article 2 of the Agreement in immediately available funds to the owner hereof at PNC Bank, National Association, 301 SW Adams Street, Peoria, Illinois, 61652, Attention: Michael A. Zeller, Senior Vice President, or at such other address as the owner shall provide.

In case an Event of Default, as defined in the Agreement, shall have occurred, the unpaid balance of this Note may become due and payable before the maturity date.

This Note is issued pursuant to and in full compliance with the constitution and laws of the State of Florida. This Note, together with interest hereon, shall be a limited obligation of the Issuer, payable only out of amounts agreed to be paid by the Borrower under the Agreement. This Note and the interest payable hereon, do not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Florida or a pledge of the faith and credit of the Issuer. This Note, as to principal and interest, is not an obligation of the State of Florida or any political subdivision thereof other than the Issuer. THIS NOTE AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY OUT OF THE REVENUE AND INCOME DERIVED UNDER THIS AGREEMENT AND AS OTHERWISE PROVIDED UNDER THIS AGREEMENT. THE OBLIGATIONS OF THE ISSUER HEREUNDER SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE ISSUER, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE PURVIEW OF ANY CONSTITUTIONAL LIMITATION OR STATUTORY PROVISION, OR A CHARGE AGAINST THE CREDIT OR GENERAL TAXING POWERS, IF ANY, OF ANY OF THEM.

The Note shall not constitute the personal obligation, either jointly or severally, of the members of the City Council of the Issuer or of any other officer, employee or agent of the Issuer.

The Note has not been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Note in order to make it the legal, valid and binding obligation of the Issuer in accordance with its terms, and the execution of the Agreement have happened, exist and have been performed as so required; the Issuer has received payment in full hereof; and no limitation of indebtedness, either statutory or constitutional, has been exceeded in the issuance hereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE 1 OF 1 TO ISSUER REVENUE NOTE]

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the signatures of the Mayor of the Issuer, and the seal of the Issuer to be imprinted hereon, attested by the signature of its Clerk, all effective as of the date first above written with the intention that this Note shall constitute a sealed instrument.

CITY OF PORT ORANGE, FLORIDA

By:______________________________
Donald O. Burnette
Mayor

By:______________________________
Robin L. Fenwick, Clerk

[SEAL]

ASSIGNMENT OF ISSUER NOTE

For value received _________________________ hereby sells, assigns and transfers unto _________________________ the within Note issued by City of Port Orange, Florida and all rights thereunder, hereby irrevocably appointing _______________ attorney to transfer said Note on the Note Register, with full power of substitution in the premises.

Dated:_______________________

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

____

NOTICE; The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

SECOND AMENDED AND RESTATED PROMISSORY NOTE

$27,750,000 May __, 2018

This Second Amended and Restated Note (this "Note") amends and restates the Amended and Restated Promissory Note dated August 1, 2013 which amended and restated the Promissory Note dated December 1, 2010.

FOR VALUE RECEIVED and intending to be legally bound hereby, undersigned, PALMER COLLEGE FOUNDATION (the "**Borrower**"), a nonprofit corporation organized and existing under the laws of the State of Iowa, whose mailing address is 1000 Brady Street, Davenport, Iowa 52803, promises to pay to the order of PNC Bank, National Association (the "**Bank**"), as assignee of CITY OF PORT ORANGE, FLORIDA (the "**Issuer**"), a municipal corporation and political subdivision of the State of Florida, in immediately available funds at the Bank at 301 SW Adams Street, Peoria, Illinois, 61652, Attention: Michael A. Zeller, Senior Vice President, or at such other location as the holder hereof may from time to time designate, the principal sum of Twenty Seven Million Seven Hundred Fifty Thousand Dollars ($27,750,000), together with interest thereon as provided in the Agreement (defined below) from the date hereof until payment of the principal amount has been made or duly provided for. The principal amount outstanding under this Note as of the date stated above is $______________.

Reference is made to that certain Financing and Security Agreement dated as of December 1, 2010, as amended by the Amendment to Financing and Security Agreement effective as of August 1, 2013 and the Second Amendment to Financing and Security Agreement effective May __, 2018 (collectively, the "**Agreement**"), among the Borrower, the Issuer and the Banks now or hereafter party thereto, for provisions concerning, among other things, the rate of interest accruing, the amount of and due date for payments and prepayments, the purpose for which this Note is issued, and the application of proceeds from this Note and the Issuer Note, as defined in the Agreement, and all such terms and conditions under the Issuer Note, all of which shall have effect under this Note. Under the Agreement, the Borrower is unconditionally obligated to make payments sufficient to pay debt service on the Issuer Note. This Note bears interest at the rate or rates set forth in the Issuer Note and is payable as to principal and interest on the dates and in the amounts set forth in the Issuer Note. This Note may be prepaid in accordance with the prepayment terms and provisions of the Issuer Note.

Notwithstanding any provision of this Note to the contrary, it is the intent of the Borrower and the Issuer that the Issuer shall not at any time be entitled to receive, collect or apply, and the Borrower and Issuer shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event the Issuer ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to the Borrower. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.

This Note is secured as provided in the Agreement.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

The Borrower shall pay Bank on demand any reasonable out-of-pocket expenses, including reasonable legal fees and expenses, arising out of or in connection with any action or proceeding, including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting the Borrower, taken to protect, enforce, determine, or assert any right or remedy under this Note and any mortgage or security agreement, including the collateral covered thereby, securing the same.

This Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of Issuer and its successors and assigns. All references herein to the "Borrower" shall be deemed to apply to the Borrower and to the assigns of the Borrower, and all references herein to "Bank" or to "Banks" shall be deemed to apply to the Banks and their successors and assigns.

This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the State of Florida without giving effect to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO BORROWER NOTE]

IN WITNESS WHEREOF, the Borrower, intending to be legally bound, has executed this Note effective as of the day and year first above written with the intention that this Note shall constitute a sealed instrument.

ATTEST:

PALMER COLLEGE FOUNDATION

By:______________________________ (SEAL)
Name:____________________________
Title: Chancellor

By:______________________________ (SEAL)
Name:____________________________
Title: Treasurer

ASSIGNMENT OF SECOND AMENDED AND RESTATED BORROWER NOTE

For value received City of Port Orange, Florida hereby sells, assigns and transfers unto PNC Bank, National Association the within Second Amended and Restated Note issued by Palmer College Foundation and all rights thereunder, hereby irrevocably appointing PNC Bank, National Association as attorney to transfer said Second Amended and Restated Note, with full power of substitution in the premises.

Dated: Effective May ____, 2018

CITY OF PORT ORANGE, FLORIDA

By:________________________________

Donald O. Burnette, Mayor
Mayor

ATTEST:

____

Robin L. Fenwick, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/15/2018

Consent item: No

SUBJECT: (E12) Annual Report from Art Haus

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The City leases the property at 3840 Ridgewood Avenue to Art Haus. In exchange for the organization's, "art education and cultural enrichment to the community as a whole," the City does not collect rent. In the most recent lease agreement (Fourth Amendment to Lease Agreement), Art Haus agreed to provide an Annual update to the City Council on its, "programs, student participation, and service to the community."

Lori Ring, Executive Director of Art Haus will present this update to Council.

Project No.: Funding Account No.:

ATTACHMENTS:

Alan Rosen	Created/Initiated - 04/10/2018
Jake Johansson	Approved - 04/11/2018
Robin Fenwick	Final Approval - 04/11/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: No

SUBJECT: (G14) Second Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-12.

SUMMARY: The Library Advisory Board was established by Ordinance No. 1983-19 on July 18, 1983 and thereafter, amended by Ordinance No. 1996-29 on October 1, 1996.
The duties of the Library Advisory Board are:
1) Assist in determining library needs of the community.
2) Provide opportunity for combined public opinion and professional skill in the determination of community library needs.
3) Consider suggestions and criticisms and make recommendations to the City Council and the County Library Advisory Board.
4) Assist in planning of library programs.
5) Assist in establishing short-term and long-range goals for regional libraries.
6) Make reports to the City Council, as necessary, regarding library-related matters.

The "Port Orange Regional Library" is under the direction of Volusia County and is, in fact, a Volusia County Public Library with Jane Weimer as the Regional Librarian and Cyndy Moore the Branch Manager. Library Staff is responsible for the programs and goals of the library and have a County Library Advisory Board, as well as Friends of the Library that allow for public opinion.

The Library Advisory Board of the City of Port Orange has not met since March 2, 2017 due to a lack of quorum each month. The functions of overseeing the "Port Orange Regional Library" rest with the County and our volunteers and resources could be used in other areas of the City.

The Chairman and City Council have discussed duties of the Board, but have been unable to utilize this Board as intended.

Staff recommends repealing Ordinance No. 1996-29 that established the Port Orange Library Advisory Board.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-12	Ord. No. 2018-12 .pdf

Robin Fenwick Created/Initiated - 05/04/2018

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING ORDINANCE 1996-29; DISBANDING THE LIBRARY ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council initially established the Library Advisory Board by adopting Ordinance No. 1983-19, amended by Ordinance No. 1996-29; and

WHEREAS, the needs of the Board have been replaced through the functions of Volusia County; and

WHEREAS, the City Council has deemed it prudent to disband the Library Advisory Board.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby repeals Ordinance No. 1996-29, disbanding the Library Advisory Board.

SECTION 2. This ordinance shall become effective immediately upon final passage by the City Council.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L. Fenwick, CMC, City Clerk

Adopted on the ______ day of _____________, 2018

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **<u>05/15/2018</u>**

Consent item: No

SUBJECT: (G15) Resolution No. 18-10 - Transmittal of the 18-2 Large-Scale Comprehensive Plan Amendment (Case No. 18-20000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 18-10, authorizing the transmittal of the 18-2 Comprehensive Plan Amendment package to the required review agencies.

SUMMARY: Planning Commission Action 04/26/18: Recommended Approval

Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statue since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

• Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida Statutes and eliminated Florida Administrative Code 9J-5. Rude 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.

• Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.

• Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format in the staff report and the specific amendments, in strike-through/underline format, are attached as an exhibit to the Resolution.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso No 18-10 with exhibit	Reso No 18-10.pdf
2.	Staff Report 18-2 CPA	CC Staff Rpt_18-2CPA.pdf

Penelope Cruz	Created/Initiated - 04/26/2018
Tim Burman	Approved - 04/26/2018
Shannon Balmer	Approved - 05/03/2018
Jake Johansson	Approved - 05/03/2018
Robin Fenwick	Final Approval - 05/03/2018

RESOLUTION NO. 18-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING PROPOSED AMENDMENTS TO THE CITY OF PORT ORANGE COMPREHENSIVE PLAN AND AUTHORIZING SUBMITTAL TO THE STATE LAND PLANNING AND OTHER AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has adopted the City of Port Orange Comprehensive Plan 2010-2025 in accordance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council, Planning Commission, City staff and citizens of the City of Port Orange have cooperated and worked together in the preparation and development of the comprehensive plan amendments authorized by State law; and

WHEREAS, the proposed comprehensive plan amendments include revisions to the Future Land Use Element and Map; and

WHEREAS, the City Council has held a public hearing on May 15, 2018 to receive public input and comment on the proposed amendments to the City of Port Orange Comprehensive Plan 2010-2025; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendments and authorize their transmittal to the State land planning agency and other agencies; and

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

<u>Section 1.</u> The amendments to the City of Port Orange Comprehensive Plan 2010-2025, attached hereto as Exhibit "A", is hereby accepted, after due public hearing required by law.

<u>Section 2.</u> The Community Development Director is hereby authorized to submit the comprehensive plan amendments to the State land planning agency and such other agencies as may be required by law.

Section 3. This resolution shall become effective upon adoption.

____
MAYOR DONALD O. BURNETTE

ATTEST:

____
Robin L Fenwick, CMC, City Clerk

Adopted on the _____ day of ____________________

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

Case No. 18-20000003
[CA#6380]

Exhibit A

Text Amendments to Comprehensive Plan

Words with underlined (<u>underlined</u>) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

The pages included are excerpts from the amended chapters of the Comprehensive Plan. Only the pages with amendment text are included.

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy Document

INTRODUCTION

The Future Land Use Element is the central element of the Comprehensive Plan. It functions as the blueprint for the City of Port Orange, the design for its future. It is used to ensure that future development is planned harmoniously with existing development and natural systems in a sustainable manner. It provides policy direction and guidelines for orderly growth, infrastructure, and public services. It relates the policies of the other elements in the Plan to the future use of land. It sets the land use Goals to which the City aspires, the Objectives used to measure progress, and the Policies employed to achieve them.

This Element describes the City's past efforts to become the progressive, high-quality community it is today, and its vision for evolving gradually over the next 20 years into a sustainable, "life-long" community. For the next 20 years, this new vision can ensure that the City's quality will be maintained and the City can continue to build on its success. Twenty years from now, Port Orange will be a city that is able to meet its needs in the present without compromising its ability to meet those needs in the future. The community will shift focus from growth to sustainability. Port Orange will be a city of places and spaces, of neighborhoods and marketplaces, of parks and civic space. It will be a place designed for human interaction– the cultural amenity great cities offer known as "civic life."

The Future Land Use Element was prepared to be consistent with ~~the standards established in Chapter 9J-5.006, Florida Administrative Code, as well as~~ relevant sections of Chapter 163, Part II, Florida Statutes, the State Comprehensive Plan, and the Strategic Regional Policy Plan. The Existing and Future Land Use Maps are included in this element. The Existing Land Use Map shows the location and distribution of land uses that have developed as of September 30, 2009. The Future Land Use Map indicates the proposed location and distribution of land uses to the year 2025. All policies contained in the Comprehensive Plan are consistent with the Future Land Use Map. All land development regulations contained in the City's Land Development Code must also be consistent with this element and with this Plan.

Planned Community-Westside and shall report its findings to ~~DCA~~DEO, FDOT District 5, ~~Volusia County~~River To Sea TPO, Volusia County, and the City of Daytona Beach as described in the Transportation Element, Policy 3.2.2.

General Design Standards
Planned Community-Westside shall meet the following general design standards:

- A primary "town center" shall be created for the overall project that includes a mixture of uses (residential, commercial, institutional, and recreation), and a variety of housing types. The location of the town center shall be shown on the CDP for the Macro Region. The town center shall be relatively compact in design, and may be developed at the maximum density/intensity. High-density residential units should be clustered into the town center in order to support convenience/service uses, local employment, or mass transit use. A portion of overall project conservation/recreation area shall be in the form of a "town square" or public park.
- Internal connectivity should be provided for pedestrian, bicycle, and automobile modes so as to reduce the number of external trips and provide transit service options.
- Single-family housing may be constructed on a variety of lot sizes that are intermixed throughout each Micro Region.
- Projects should be designed with special consideration given to compatibility with the surrounding uses and any adjacent developments. Compatibility is defined 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. In general, density and intensity shall decrease toward the south and west. This will ensure that the higher intensity uses will be located where the infrastructure exists to serve them (adjacent to I-95), and where they will not impact lower intensity uses (adjacent to Tomoka Farms Road). In addition, buffering between areas of different intensity will be accomplished through a variety of mechanisms permitted by the City's Land Development Code.

Planned Community-Riverwalk

This land use designation implements the Riverwalk component of the Port Orange Town Center Redevelopment Plan.

Planned Community-Riverwalk is 35.4 acres and is composed of several land uses including mixed-use, recreational, commercial, office, residential, and civic land uses, among others. These land uses shall be integrated into a walkable community on the Halifax riverbank.

Community Standards
The following standards apply to Planned Community –Riverwalk.

Density/Intensity
The Riverwalk District shall allow a maximum gross residential density of 25 units/acre.

Distribution of Uses
The following table identifies the land uses allowed in Planned Community –Riverwalk, expressed as number of dwelling units or gross square footage.

density/intensity to support more economical and efficient public bus transit service.

Policy 1.2.8: Promote environmental protection, reduced natural resource consumption and energy management in the design and construction of buildings.

***Objective 1.3:** Coordinating Land Use and Transportation.* The City will ensure that existing and proposed land uses are consistent with the transportation modes and services proposed to serve these areas.

Policy 1.3.1: Any required transportation improvements shall be implemented with minimal land use, social, and environmental disruption.

Policy 1.3.2: The City shall, through enforcement of its Land Development Code regulations, continue to ensure that the transportation facilities function safely and effectively in furtherance of the City's Mobility Improvement policies by:

A. Limiting curb cuts on arterial roads, providing for common access points, and ensuring safe and convenient on-site and inter-parcel circulation.
B. Concentrating proposed commercial developments around major roadway intersections, and discouraging proposals that would increase the frontage of existing commercial strips.
C. Locating higher-intensity uses where transportation facilities can provide the most efficient access.
D. Incorporating "pedestrian-friendly" design principles in new development projects, as described in the Transportation Element.
E. Implementing the objective and policies of the Transportation Concurrency Exception Area and Mobility Improvement Zones in the Transportation Mobility Element.

Policy 1.3.3: The land use pattern shall serve to minimize travel requirements, and shall encourage the increased use of public transit and an increase in walking and bicycling to support the City's multimodal transportation system.

Policy 1.3.4: The City shall monitor the roadway conditions and transportation network in and adjacent to Planned Community-Westside, and shall report its findings to the City of Daytona Beach, Volusia County, ~~Volusia County~~River To Sea TPO, ~~DCA~~DEO, and FDOT District 5 on an annual basis.

Policy 1.3.5: The City shall limit trips from the City wellfield properties so as not to cause any part of the Volusia County thoroughfare network to operate below the adopted level of service.

Policy 1.3.6: The City shall limit trips from Cracker Creek [parcel numbers 6330-00-00-0160; 6330-00-00-0180; 6330-00-00-0170; 6225-03-00-0070] so as to not create a significant impact on the Volusia County thoroughfare network and State roadway facilities.

Objective 2.1: *Future Land Use Map.* The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for Port Orange through a land use category system that provides for the location, type, density, and intensity of development.

Policy 2.1.1: The Future Land Use Map shall contain the following categories, as described in this Element:

A. Public/Institutional
B. Conservation
C. Recreation
D. Agricultural Preservation (maximum 1 unit/10 acres)
E. Rural Transition (0-2 units/acre)
F. Suburban Residential (2-4 units/acre)
G. Urban Medium-Density Residential (4-8 units/acre)
H. Urban High-Density Residential (8-16 units/acre)
I. Office/Residential Transition
J. Commercial
K. Mixed-Use Center
L. Planned Community
M. Warehouse/Industrial

Policy 2.1.2: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of appropriate physical and natural separators. Compatibility is defined 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.

Policy 2.1.3: In addition to requirements within Florida Statutes and the Florida Administrative Code, the evaluation of amendments to the Future Land Use Map shall be guided by the following criteria and the Goals, Objectives, and Policies of this Plan. The criteria below are a general policy guide. Each amendment shall be reviewed on a case by case basis. Amendments are expected to be consistent with several, but not necessarily all, criteria and result in an overall positive impact.

a) The changes in uses, density, and intensity;
b) Furtherance of the City's Vision;
c) Furtherance of the City's Sustainability Strategies;
d) The locational criteria for the proposed category and the adjacent categories;
e) The environmental suitability of the uses, densities, and intensities proposed;
f) The impact of the proposed land use on water quality and quantity, and the potential for flooding;
g) Furtherance of energy-efficient land use patterns and a reduction in vehicle miles traveled;

h) The impact on the City's transportation network, and the City's Transportation Concurrency Exception Area (TCEA) and mobility strategies;
i) The accessibility to necessary infrastructure and public services and an analysis of the availability of adequate public facilities based on the adopted level-of-service standards;
j) The availability of water supply, Consumptive Use Permit capacity, and production facilities capacity based on the adopted level-of-service standards
k) Whether the change reduces evacuation times beyond 12 hours; and
l) The discouragement of urban sprawl~~, measured against the indicators identified in 9J-5 F.A.C~~.

Policy 2.1.4: It is recognized that Public/Institutional uses are acceptable in a wide range of land use environments and, therefore, small and/or isolated properties of this type may be designated under any land use category where appropriate, as determined by the Administrative Official.

Policy 2.1.5: When there are disputes to land use category boundaries on the Future Land Use Map, interpretations of these boundaries shall be made by the Administrative Official. The Administrative Official may adjust said boundaries within 660 feet, to accommodate property lines, rights-of-way, or easements, and to allow extension to major physical or man made boundaries. Boundaries shall not be expanded in such a manner that they encroach into established residential areas. Appeals from the decision of any interpretations made by the Administrative Official shall be made through the Local Planning Agency, which shall determine consistency with the Plan.

Policy 2.1.6: Development of parcels 6214-01-03-0010 and 6214-01-03-0020 shall be limited to a density of one unit per one acre.

Objective 2.2: *Land Development Code.* Future growth and development will be managed through the use of the Land Development Code, in a manner consistent with the Future Land Use Map and Comprehensive Plan.

Policy 2.2.1: The City's Land Development Code and Official Zoning Map shall be maintained to permit the use and development of land in accordance with the Future Land Use Map and the Comprehensive Plan.

Policy 2.2.2: The City shall keep on file a zoning matrix which links zoning districts to corresponding to future land use categories. It shall be used as a guide when determining appropriate zoning for land and reviewing rezoning requests.

Policy 2.2.3: The City shall refine and improve its regulatory techniques so that they allow and encourage the type of development that furthers the City's sustainability goals.

Policy 2.4.6: The City shall allow low-intensity public schools, such as elementary and middle schools, in the Public/Institutional, Rural Transition, Suburban Residential, Urban Medium-Density Residential, Urban High-Density Residential, Office/Residential Transition, and Planned Community-Westside land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. Elementary schools should be located predominately in areas with the housing types and densities to meet the school's enrollment capacity with students that are predominantly within walking distance of the school. Middle schools may be located in areas with a mix of residential and commercial uses.

Policy 2.4.7: The City shall allow high-intensity public schools, such as high schools and colleges, in the Public/Institutional, Urban High-Density Residential, Commercial, and Office/Residential Transition land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. High-intensity schools should be buffered from residential areas as much as possible.

Policy 2.4.8: The Land Development Code shall allow public educational facilities as permitted uses with special development criteria in appropriate zoning districts subject to the interlocal agreement with the Volusia County School Board.

Policy 2.4.9: The City may administratively rezone public school sites to Government/Public Use (GPU).

Objective 2.5: *Compatibility with Adjoining Jurisdictions.* Require that land uses are compatible with that of adjoining jurisdictions, as defined by this Plan.

Policy 2.5.1: Consider adjoining existing land use and future land use plans when reviewing development proposals within the City that are adjacent neighboring jurisdictional boundaries.

Policy 2.5.2: ~~By 2015, enter into joint land use planning with~~Continue to work with Volusia County~~,~~ and adjacent cities, as applicable, to effectively plan for the location, timing, and form of anticipated urban expansion areas.

Policy 2.5.3: The City shall work with adjacent jurisdictions and intergovernmental coordination committees in siting locally unpopular public and private land uses, with consideration to the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Objective 2.6: *Non-conformities.* Existing land uses that are inconsistent or incompatible with the City's Land Use Plan shall be eliminated ~~by the year 2020~~as development and redevelopment occurs.

Policy 2.6.1: Continue to prohibit the proliferation of incompatible uses through the use of the Future Land Use Plan and Land Development Code.

Policy 2.6.2: All non-conforming structures and uses of land shall be discontinued or otherwise made to conform with the provisions of the City's Comprehensive Plan, Land Development Code, and the Local Mitigation Strategy, through the use of rezonings, the development review process, the Commercial Property Maintenance Program, and other appropriate mechanisms.

Objective 2.7: *Historic Resources.* In cooperation with the Florida Department of State, Division of Historic Resources, continue the use of land development regulations to ~~amend the Land Development Code so as to create standards for the~~ protect~~ion,~~ ~~preservation~~preserve, and ~~rehabilitation~~ rehabilitate ~~of~~ identified or potential significant historic and archaeological resources~~ by July, 2015. Until then, however, the following interim Policies shall be utilized:~~.

Policy 2.7.1: Include historic and archaeological resources in land acquisition programs for open space, recreation, preservation, or conservation.

Policy 2.7.2: Continue the use of land development regulations to protect identified archaeological sites by incorporating them into open space areas.

Policy 2.7.3: Where the preservation of historic structures per *Policies 2.7.1* and *2.7.2* above is not possible, the City shall permit the relocation of such structures so long as they can be moved without noticeable damage to a location of similar historic character.

Policy 2.7.4: Maintain a common database to include survey information, a complete set of Florida Master Site file forms for all recorded sites and archival materials.

Policy 2.7.5: Nominate eligible historic and archaeological resources to the National Register of Historic Places.

Policy 2.7.6: Solicit input from various local, regional, state, agencies and interest groups for ways to better protect, preserve, and rehabilitate historic and archaeological resources.

Policy 2.77: Encourage the City's Building Official to use the Florida Building Code to facilitate and encourage the protection, preservation, and rehabilitation of historic properties.

Policy 2.7.8: Code Enforcement staff shall be trained to identify and cite historic properties that suffer from decline.

Policy 2.7.9: Assist preservation interest groups in identifying existing and potential local historic preservation problems and in addressing solutions to those problems.

designated public transportation corridors, with priority given to those projects that will bring the greatest increase in transit ridership.

Objective 3.5: *Williamson Business Park.* The City shall continue to the market and develop the business/industrial park west of I-95.

Policy 3.5.1: The City shall pursue a public/private agreement for the completion of the Williamson Business Park to attract high quality businesses and industries to the City.

Policy 3.5.2: The City shall work with the Volusia County Economic Development Department, the Port Orange-South Daytona Chamber of Commerce and other interested groups to promote the completion of the park.

Policy 3.5.3: The City shall continue to explore financial and other incentives to help attract businesses to locate in the park, including programs developed in conjunction with local lending institutions.

Objective 3.6: *Commercial Reinvestment Strategy.* ~~By 2012, t~~The City shall continue to develop and implement a reinvestment ~~strategy~~ strategies for older commercial properties in the City to ensure that over time these properties remain viable and important contributors to the City's non-residential tax base.

Policy 3.6.1: Work with economic development organizations to develop a database of available redevelopment properties and market information to promote investment in redevelopment.

Policy 3.6.2: The City shall continue to develop and implement specialized zoning and development regulations for designated reinvestment areas.

Policy 3.6.3: The City shall monitor the impacts of development regulations on small businesses to ensure that the special needs of small business operators are taken into account in the formulation of any new or revised City Codes or policies.

Policy 3.6.4: The City shall continue to work closely with the Port Orange-South Daytona Chamber of Commerce to maintain communication with local business owners about City Code.

Policy 3.6.5: The City's urban redevelopment area (URA) and Transportation Concurrency Exception Area (TCEA) for the Port Orange Town Center redevelopment area is depicted in the figure below. The area is built-up with available public facilities and services such as sanitary sewer, potable water, roads, and recreation areas and does not contain more than 40 percent vacant, developable land. This area is also hereby designated as an Existing Urban Service Area ~~for the purpose of compliance with Rule 9J-5.0055(6)(a)2~~. The TCEA is intended to support the redevelopment objectives of the Redevelopment

Policy 4.2.4: The City will use CDBG ~~and SHIP~~ funds, when available, and explore opportunities to establish other financial incentives, for investment in older, declining neighborhoods as part of an overall reinvestment strategy.

Policy 4.2.5: The City will utilize public works and public utility projects as opportunities to improve the condition and appearance of older, declining neighborhoods through sensitive and appropriate design and retrofit.

GOAL 5: MIXED-USE DEVELOPMENT

~~AND~~ PROVIDE FOR MIXED-USE DEVELOPMENT THAT CREATES AN ATTRACTIVE AND FUNCTIONAL MIX OF LIVING, WORKING, SHOPPING, AND RECREATIONAL ACTIVITIES, PROVIDES FOR ENERGY-EFFICIENT LAND USE PATTERNS, COMPACT DEVELOPMENT, URBAN INFILL AND REDEVELOPMENT, AND SUPPORTS A MULTI-MODAL TRANSPORTATION SYSTEM.

***Objective 5.1:** Mixed-use Centers.* Establish mixed-use centers, that are designed to be convenient, promote personal interaction, reduce travel distance, and conserve energy, to serve as an alternative to the single-use, community-level commercial node in certain areas, such as at intersections of collector or higher-classified roads.

Policy 5.1.1: Mixed-use centers should include compact, mixed-use development, facilities and amenities for multi-modal transportation, and high-quality, pedestrian-scale building and site design.

~~*Policy 5.1.2:* By the end of 2011, hold community input meetings with neighborhood residents and business owners near the Ridgewood Avenue Corridor regarding the possibility of establishing mixed-use centers around certain intersections.~~

Policy 5.1.~~3~~2: Based on a detailed analysis of physical and economic factors, as well as community input, the City should amend the Future Land Use Map and Zoning Map to establish mixed-use centers in the most appropriate locations ~~along the Ridgewood Avenue Corridor~~throughout the City.

Policy 5.1.~~4~~3: In future years, the City should consider establishing additional mixed-use centers elsewhere using a similar community input process described above.

***Objective 5.2:** Port Orange Town Center Redevelopment Plan - Implementation.* The City of Port Orange shall implement the Port Orange Town Center Redevelopment Plan, which is made up of five special character districts: Riverwalk, Dunlawton Village, Down Under, Causeway, and Ridgewood. Each district will be redeveloped based upon policies

COMPREHENSIVE PLAN

PUBLIC SCHOOL FACILITIES ELEMENT

Policy Document

GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

THE CITY OF PORT ORANGE SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL OF SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL DISTRICT'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY'S AUTHORITY TO GOVERN THE USE OF LAND, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF PORT ORANGE SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.

Objective 2.1: The City of Port Orange, through coordinated planning with the School District and implementation of its concurrency management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 2.1.1: The level-of-service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

~~*Policy 2.1.3*: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the dated noted in~~

~~the table.~~

~~**School**~~	~~**LOS**~~	~~**DATE**~~
~~Orange City Elementary~~	~~117%~~	~~July 1, 2012~~
~~**Horizon Elementary**~~	~~**158%**~~	~~**July 1, 2012**~~
~~Freedom Elementary~~	~~126%~~	~~July 1, 2012~~
~~Osceola Elementary~~	~~117%~~	~~July 1, 2012~~
~~Ortona Elementary~~	~~150%~~	~~July 1, 2012~~
~~Ormond Beach Elementary~~	~~116%~~	~~July 1, 2012~~
~~Southwestern Middle~~	~~120%~~	~~July 1. 2013~~
~~New Smyrna Beach Middle~~	~~122%~~	~~July 1, 2014~~

~~(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the first five year capital improvements program)~~

Policy 2.1.~~4~~3: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	**LOS**
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

Policy 2.1.~~5~~4: The City of Port Orange and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 2.1.~~6~~5: If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level-of-service standard shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the new standard is financially feasible and can be achieved and maintained within the five-year timeframe of the capital facilities plan.

Objective 2.2: The City of Port Orange shall establish School Concurrency Service Areas, as determined district-wide, within which an evaluation is made of whether adequate school capacity is available, based on the adopted level-of-service standard.

planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Policy 2.2.9: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level-of-service standards shall not be exceeded within the initial five-year planning period, except as identified in Policies 2.1.3 ~~and 2.1.4~~ of this Element.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, ethnic and socio-economic diversity, proximity to schools, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

Objective 2.3: In coordination with the School Board, the City of Port Orange will establish a process for implementing school concurrency, which includes applicability and capacity determination, availability standards and school capacity methods. The City of Port Orange shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3.

Policy 2.3.2: Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development (i.e. students) shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.

COMPREHENSIVE PLAN

COASTAL ZONE MANAGEMENT ELEMENT

Policy Document

INTRODUCTION

The Coastal Zone Management Element is a part of the Comprehensive Plan that coastal communities must prepare in accordance with State legislation. The purpose of the Element is to "plan for and where appropriate restrict development activities where such activities would damage or destroy coastal resources, and protect human life and limit public expenditures in areas that are subject to destruction by natural disaster." ~~(F.A.C. 9J-5.012)~~

Within the context of the Comprehensive Plan, the Coastal Zone Management Element has a special status. Although it must be integrated into and be consistent with all the other Elements of the Plan, the Coastal Zone Management Element not only addresses the protection of coastal resources, but also addresses other related issues of land use, transportation, public access, and public services, facilities and infrastructure.

Volusia County and the coastal municipalities cooperated in the preparation of the original Element in 1989. Early on, the County and coastal communities recognized that coastal issues and resources should be coordinated from a systems approach. Environmental systems such as estuaries, watershed basins, or wildlife habitat, and man-made systems like traffic circulation or drainage structures, do not start or stop at political boundaries. The original Coastal Zone Management Element was written for the County's Comprehensive Plan, with the inventory, the analysis, and the goals, objectives and policies drafted in a broad-based structure so that each community could choose to adopt all or part of the element into their individual Comprehensive Plans. The City modified the goals, objectives, and policies of the plan to suit its own specific needs.

The central concept of the Element is to promote consensus among and between coastal communities so that common problems can be identified and common solutions proposed and implemented. Where the goals, objectives and policies specifically reference the County and cities, the intent is to emphasize cooperation in implementing and achieving the goals, objectives and policies.

Policy 4.3.4: City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage. Specifically, except as provided below, all utility lines and services shall be installed underground at the owner's, developer's, or builder's expense, consistent with the Land Development Code Requirements.

Policy 4.3.5: All residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to provide information to residents concerning hurricane evacuation and shelters during hurricane season.

Policy 4.3.6: All new residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to formulate an emergency hurricane preparedness plan for that development.

Policy 4.3.7: All development in the Coastal High Hazard Area shall be consistent with the federal flood hazard requirements.

Policy 4.3.8: The City will incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate.

Policy 4.3.9: The City shall continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming.

Policy 4.3.10: The City shall continue to participate in <u>and comply with</u> the National Flood Insurance Program (NFIP) <u>regulations</u>.

Policy 4.3.11: The City shall continue to <u>participate in and</u> pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS) <u>to achieve flood insurance premium discounts for residents</u>.

Policy 4.3.12: Locate future school facilities outside of areas susceptible to hurricane storm damage or areas prone to flooding, or as consistent with F.S. 1013 and F.A.C. Rule 6A-2<u>, as amended,</u> regarding flood plain and school building requirements.

Policy 4.3.13: Locate new fire and law enforcement facilities outside of the areas susceptible to hurricane storm damage or flooding, unless service levels cannot be maintained without such locations.

<u>*Policy 4.3.14*: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall be required to utilize building design specifications, engineering solutions, site development techniques, and management practices (i.e. requiring higher minimum floor elevations, retrofitting buildings for increased flood risk, design</u>

infrastructure that can withstand higher water levels such as raising seawalls and installing tidal valves, implementing natural drainage features such as bioswales, and other similar techniques and best practices); and is encouraged to use these building design specifications, engineering solutions, site development techniques, and management practices to remove real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 4.3.15: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall meet or exceed the flood-resistant construction requirements of the Florida Building Code (i.e. requiring higher minimum floor elevations, retrofitting buildings, requiring the use of flood damage-resistant materials).

Policy 4.3.16: New development and redevelopment shall be consistent with flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., part 60, as amended.

Objective 4.4: *Post-Disaster Redevelopment*. By ~~2015~~2025, the City shall undertake an evaluation of the long-term problems related to post-disaster redevelopment, and based upon those findings, will prepare a Post-Disaster Redevelopment Plan. If necessary, amendments shall be made to the Comprehensive Plan based upon the Post-Disaster Redevelopment Plan.

Policy 4.4.1: The Post-Disaster Redevelopment Plan shall include: the identification of land areas that should not be reconstructed; the abandonment and/or relocation of buildings; and the rebuilding of public facilities, abandonment of public facilities, or reconstruction of public facilities with structural modification.

Policy 4.4.2: The Post-Disaster Redevelopment Plan shall also identify structures in the Coastal High Hazard Area that might be of some utility for public access, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Coastal High Hazard Area.

Policy 4.4.3: The Post-Disaster Redevelopment Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Coastal High Hazard Area.

Policy 4.4.4: The City shall utilize the build-back policies in its Post-Disaster Redevelopment Plan after a hurricane or other natural and man-made disasters.

Policy 4.4.5: The City shall plan for the immediate relief of the adverse effects of natural and man-made disasters. The primary concern shall be to protect the public health, safety, and welfare.

Policy 4.4.6: The Post-Disaster Redevelopment Plan shall contain objectives and policies that distinguish between immediate repair and cleanup and long-term repair and redevelopment.

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

Policy Document

INTRODUCTION

The City of Port Orange has played an important role in environmental protection and conservation in the Halifax area and intends to continue to remain active in these areas into the future.

The City's commitment to conservation and environmental protection has been reflected in its willingness to 1) protect floodplains through the Conservation land use designation and Floodplain-Conservation (F-C) Zoning District; 2) regulate tree and vegetation removal; 3) safeguard the purity of the air, water, and soil; 4) avoid the disturbance of wetlands; 5) identify and protect natural communities and endangered species; and 6) take a leadership role in the implementation of wastewater effluent reuse.

The purpose of the Element is to provide guidance for the conservation and protection of natural resources which are important to the local quality of life. The intent of the element is to protect the public health, safety and welfare through the retention and protection of "environmentally sensitive lands." ~~Chapter 9J-24.002 F.A.C. defines e~~Environmentally sensitive lands are defined as...

> "...areas of land or water designated in the plan as being needed to serve the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as protection of soils, protection of quality or quantity of groundwater or surface water, shorelines, fisheries and wildlife management, protection of vegetative communities or protection of wildlife habitats."

There is an on-going need to protect the natural resources and environmental quality that attracted people to the area. This Element will help maintain and improve areas that are suited for development and guide new development away from areas that are not.

DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.

Objective 3.1: By ~~2015~~2025, the City shall amend the Land Development Code to eliminate impediments to LID techniques.

Policy 3.1.1: Integrate into the Land Development Code the source control concept that places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.

Policy 3.1.2: Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing pervious surfaces, functional grading, open channel sections, and increasing the use of bioretention/filtration landscape areas.

Policy 3.1.3: Integrate alternative stormwater management practices such as on-lot microstorage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.

Policy 3.1.4: Encourage integrated stormwater management practices (IMPs), which distribute stormwater in small portions of a lot or parcel, near the source of impacts.

Policy 3.1.5: Amend the Land Development Code and Construction Details to permit LID designs that can significantly reduce development costs by:
- Reducing impervious surfaces (roadways), curb, and gutters;
- Decreasing the use of storm drain piping, inlet structures; and
- Eliminating or decreasing the size of large stormwater ponds.

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year 207/18 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost $25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. ~~As required by Section 9J-5.016, F.A.C., t~~The Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years 2018-2023.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under $25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Water	875,000	1,250,000	1,275,000	1,070,000	1,100,000	725,000	6,295,000
Sanitary Sewer	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	2,510,000	679,000	-	-	-	-	3,189,000
Transportation	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
Recreation	100,000	1,500,000	-	-	-	-	1,600,000
Total Capital Improvements	**5,747,000**	**9,348,000**	**7,440,000**	**6,884,000**	**4,768,000**	**7,125,000**	**41,312,000**

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Capital Projects (301)	804,000	885,000	228,000	99,000	225,000	-	2,241,000
General Capital Rplcmnt Fund (317)	100,000	260,000	-	-	-	-	360,000
Water/Sewer Operating (401)	550,000	1,450,000	1,450,000	1,400,000	1,200,000	1,200,000	7,250,000
Water/SewerR&R(403)	900,000	1,385,000	1,400,000	1,370,000	1,375,000	1,425,000	7,855,000
Water/Sewer Impact (405)	825,000	925,000	2,400,000	2,300,000	550,000	150,000	7,150,000
Drainage Cnstr/Oprtng (412)	797,000	329,000	-	-	-	-	1,126,000
Proportionate Fair Share/Other/Grant	1,713,000	2,525,000	1,000,000	1,000,000	-	-	6,238,000
TPO Funds	58,000	389,000	962,000	495,000	900,000	-	2,804,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	220,000	518,000	4,350,000	6,288,000
Total Committed and Planned Funds	**5,747,000**	**9,348,000**	**7,440,000**	**6,884,000**	**4,768,000**	**7,125,000**	**41,312,000**

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, 2017

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
~~VOLUSIA COUNTY~~ TPO TRANSPORTATION IMPROVEMENT PLAN*

There are no concurrency-realted improvements in the 2017/18 – 2021/22 TPO TIP.

SOURCE: ~~V~~~~C~~TPO TIP FY 2017/18-2021/22; City of Port Orange, Department of Community Development, 2017

Table 6 identifies public school facilities improvements included in the first five years of the 2016/17 – 2020/21 Volusia County School District Work Program.

TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION
Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted ~~Volusia County~~ TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the TownCenter TCEA to develop, monitor, and adjust mobility strategies. Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.
SANITARY SEWER
The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system. Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.
POTABLE WATER
The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water. Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.

Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue and secure funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- Florida Department of ~~Community Affairs~~Economic Opportunity (~~DCA~~DEO)
- Florida Department of Transportation (FDOT)
- ~~Volusia~~ Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Parking credits
- Gas tax

Objective 1.4: The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and

STAFF REPORT

18-2 Large-Scale Comprehensive Plan Amendment/
CASE NO. 18-20000003

REQUEST:	Amend the Comprehensive Plan to remove references to 9J-5, update various policies, and add required policies regarding sea level rise.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	April 26, 2018 (Recommended Approval)
CITY COUNCIL DATE:	May 15, 2018

INTRODUCTION
Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statues since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

- Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida States and eliminated Florida Administrative Code 9J-5. Rude 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.
- Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.
- Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format below and the specific amendments, in strike-through/underline format, are attached for review.

PROPOSED AMENDMENTS

1. Chapter 1 - Future Land Use Element:
   a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction, Policy 2.1.3, and Policy 3.6.5
   b. Update agency names in the text of the Planned Community-Westside Future Land Use designation description and in Policy 1.3.4.
   c. Update Policy 2.5.2 to clarify that the policy is an on-going effort
   d. Update Objective 2.6 to clarify that the objective is an on-going effort
   e. Update Objective 2.7 to clarify that the objective is an on-going effort
   f. Update Objective 3.6 to clarify that the objective is an on-going effort
   g. Update Policy 4.2.4 to remove the reference to State Housing Initiatives Partnership (SHIP) program funds (The City Council terminated the City's SHIP Program in January 2011.)
   h. Update Goal 5 and subsequent policies delete a policy that has been addressed, clarify a policy is an on-going effort, and correct typographical errors.

2. Chapter 5 – Public School Facilities Element:
   a. Delete Policy 2.1.3 that has been addressed and is no longer needed, and renumber the policies that follow.
   b. Remove reference to a policy 2.1.4, that is being renumbered to 2.1.3 (see above).

3. Chapter 7 – Coastal Zone Management Element:
   a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
   b. Update Policies 4.3.10, 4.3.11, 4.3.12, and add new Policies 4.3.14 through 4.3.16 regarding sea level rise as required by Section 163.3178, F.S.
   c. Update Objective 4.4 to extend the timeframe regarding a Post Disaster Redevelopment Plan

4. Chapter 8 – Conservation Element:
   a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
   b. Update Objective 3.1 to extend the timeframe regarding Low-Impact Development code amendments

5. Chapter 10 – Capital improvements Element:
   a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction and Policy 1.4.3
   b. Update agency names in Policy 1.3.11, Table 5 and Table 9.
   c. Delete Policy 2.1.3 that has been addressed and is no longer needed

RECOMMENDATION

Staff recommends approval of the requested amendments to the City's Comprehensive Plan.

ATTACHMENTS

Exhibit A - Text Amendments to Comprehensive Plan (See Resolution Exhibit)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/15/2018

Consent item: No

SUBJECT: (H16) Resolution No. 18-11 - Interlocal Agreement for Distribution of Local Option Fuel Tax

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 18-11 - Interlocal Agreement for Distribution of Local Option Fuel Tax

---

SUMMARY: Florida Statue 336.025 provides local governments the authority to impose and distribute the 6-Cent and 5-Cent Local Option Fuel Taxes for every gallon of motor fuel sold within the county. The County of Volusia and its cities approved an interlocal agreement in 2003 that provided the distribution formula. This original agreement expired in 2013, but was renewed that same year for an additional 5 years. The current agreement (an extension of the 2003 document) expires on August 31, 2018.

The distribution formula has not changed since 2003. The formula is as follows:
From the first $22,170,519.32 distributed:

Volusia County	57.239%
Daytona Beach	7.708%
Daytona Beach Shores	1.228%
DeBary	2.038%
DeLand	2.350%
Deltona	9.428%
Edgewater	1.847%
Holly Hill	1.247%
Lake Helen	0.253%
New Smyrna Beach	3.320%
Oak Hill	0.152%
Orange City	0.840%
Ormond Beach	5.087%
Pierson	0.210%
Ponce Inlet	0.653%
Port Orange	5.017%
South Daytona	1.383%
Municipal Total	42.761%

Total	100.000%

If the annual collection exceeds $22,170,519.32, the distribution is as follows:
The County receives 57.239%. The cities split the remaining 42.761% based on their percentage of property value, population, and lane miles.

All participating cities signed the 2013 extension except for Port Orange. Port Orange did not agree with the formula at the time it was negotiated with the County and all other cities. However, based on state law, if the population in the cities that sign the interlocal includes a majority of the County residents, than the interlocal goes into effect anyway and the dissenting city participates by default.

Staff from Volusia County and all participating cities have discussed the expiring agreement and there does not seem to be any appetite to negotiate a new formula this year as we are all currently working together on the possible infrastructure sales tax.

The proposed one-year extension would provide enough time for the infrastructure sales tax issue to resolve itself (whether it moves forward to referendum or not). It would also provide more sufficient time for the Cities and the County to negotiate a new distribution formula.

If a majority of the participating cities and County cannot agree on a formula, the distribution reverts to the standard state formula, which is as follows, "The proceeds of the tax shall be distributed among the county government and eligible municipalities based on the transportation expenditures of each for the immediately preceding 5 fiscal years, as a proportion of the total of such expenditures for the county and all municipalities within the county."

Staff recommends the one-year extension. Before this extension expires, we aspire to negotiate a more favorable distribution methodology that is more logical for Port Orange and the rest of the County.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-11	Reso. No. 18-11.pdf
2.	2003 Volusia Interlocal	2003 Volusia Interlocal.pdf
3.	2013 Volusia Extension	Volusia Extension.pdf
4.	2018 050818 Volusia County One Year Renewal to Interlocal Agmt for Distribution of Local Option Fuel Tax	2018 050818 Volusia County One Year Renewal to Interlocal Agmt for Distribution of Local Option Fuel Tax.pdf

Alan Rosen	Created/Initiated - 04/18/2018
Tracey Riehm	Approved - 04/21/2018
Margaret Roberts	Approved - 05/04/2018
Jake Johansson	Approved - 05/04/2018
Robin Fenwick	Final Approval - 05/04/2018

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 – AUGUST 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The One Year Renewal to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax, attached hereto as **Exhibit "A"**, is hereby approved and renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

Section 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

Section 3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

Section 4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

____
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"

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2018; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2018 is hereby renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

ATTEST:

James T. Dinneen
County Manager

DATE: 5/3/18

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

BY: Ed Kelley
Ed Kelley
County Chair

ATTEST:

CITY OF DAYTONA BEACH, a Florida municipal corporation

____
JAMES V. CHISHOLM
City Manager

BY: ______________________________
DERRICK L. HENRY
Mayor

____
LETITIA LAMAGNA
City Clerk

DATE: ______________________

ATTEST:

CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation

BY: ______________________________

HARRY JENNINGS
Mayor

____
MICHAEL T. BOOKER
City Manager

____
CHERI SCHWAB
City Clerk

DATE: ______________________

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

BY: ______________________________

BOB GARCIA
Mayor

____

RON MCLEMORE
City Manager

____

WARREN GRAHAM
City Clerk

DATE: ______________________

ATTEST:

CITY OF DELAND, a Florida municipal corporation

____
MICHAEL PLEUS
City Manager

BY: ______________________________
ROBERT F. APGAR
Mayor

____
JULIE HENNESSY
City Clerk

DATE: ______________________

ATTEST:

CITY OF DELTONA, a Florida municipal corporation

BY: ______________________________

____
JANE SHANG
City Manager

JOHN MASIARCZYK
Mayor

____
JOYCE RAFTERY
City Clerk

DATE: ______________________

ATTEST:

CITY OF EDGEWATER, a Florida municipal corporation

BY: ______________________________

MICHAEL IGNASIAK
Mayor

____
TRACEY BARLOW
City Manager

____
ROBIN MATUSICK
City Clerk

DATE: ______________________

ATTEST:

CITY OF HOLLY HILL, a Florida municipal corporation

____
JOE FORTE
City Manager

BY: ______________________________
JOHN PENNY
Mayor

____
VALERIE MANNING
City Clerk

DATE: ______________________

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

BY: ______________________________

DAISY RAISLER
Mayor

____
JASON YARBOROUGH
City Administrator

____
BECKY WITTE
City Clerk

DATE: ______________________

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

BY: ______________________________

JAMES HATHAWAY
Mayor

____
PAM BRANGACCIO
City Manager

____
JOHNNY R. BLEDSOE
City Clerk

DATE: ______________________

ATTEST:

CITY OF OAK HILL, a Florida municipal corporation

____

KOHN EVANS
City Administrator / City Clerk

BY: ______________________________

DOUGLAS A. GIBSON
Mayor

____

____

Witness

DATE: ______________________

ATTEST:

CITY OF ORANGE CITY, a Florida municipal corporation

____
DALE ARRINGTON
City Manager

BY: ______________________________
GARY BLAIR
Mayor

____
GLORIA THOMAS
City Clerk

DATE: ______________________

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal corporation

BY: ______________________________

____
JOYCE SHANAHAN
City Manager

BILL PARTINGTON
Mayor

____
SCOTT MCKEE
City Clerk

DATE: ______________________

ATTEST:

TOWN OF PIERSON, a Florida municipal corporation

____
CARMEN M. SPELORZI
Town Administrator / Town Clerk

BY: ______________________________
JAMES F. SOWELL
Mayor

____

____
Witness

DATE: ______________________

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

BY: ______________________________

GARY L. SMITH
Mayor

____

JEANEEN C. WITT
Town Manager

____

KIM CHERBANO
Deputy Clerk

DATE: ______________________

ATTEST:

CITY OF PORT ORANGE, a Florida municipal corporation

BY: ______________________________

____
MICHAEL JOHANSSON
City Manager

DONALD O. BURNETTE
Mayor

____
ROBIN FENWICK
City Clerk

DATE: ______________________

ATTEST:

CITY OF SOUTH DAYTONA, a Florida municipal corporation

____
JOSEPH W. YARBROUGH
City Manager

BY: ____________________________
WILLIAM C. HALL
Mayor

____
DEBBIE FITZ-GERALD
City Clerk

DATE: ______________________

County of Volusia

COUNTY MANAGER
123 West Indiana Avenue • DeLand, Florida 32720-4612
(386) 736-5920 • 257-6011 • 423-3860 • Fax: 822-5707
www.volusia.org

October 6, 2003

Mr. Kenneth W. Parker
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Dear Mr. Parker:

Enclosed please find an original executed copy of Interlocal Agreement for the Distribution of Proceeds from the Local Option Fuel Tax proceeds between the County of Volusia and the City of Port Orange.

Also enclosed are fully executed copies of the signature pages for other municipalities.

Sincerely,

Cynthia A. Coto
County Manager

CAC/db

Enc.

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

THIS AGREEMENT between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed, provides for the distribution of the proceeds of the 6-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(a), Florida Statutes (2003), as amended, and the Additional 5-Cent Local Option Fuel Tax imposed by the County of Volusia under the authority of Section 336.025(1)(b), Florida Statutes (2003), as amended, and Chapter 114, Articles III and VI, County Code of Ordinances, as follows:

1. In addition to any other taxes allowed by law, the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax upon every gallon of motor fuel sold in Volusia County under the authority of the statutes and ordinances referred to above shall be distributed to county and participating municipal governments in Volusia County.

2. Fifty-seven and two hundred thirty-nine thousandths percent (57.239%) of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax levied under the authority of the statutes and the ordinances referred to above shall be distributed to County of Volusia.

3. Forty-two and seven hundred sixty-one thousandths percent (42.761%) of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local option Fuel Tax levied under the authority of the statutes and ordinances referred to above shall be distributed to municipalities within Volusia County (hereinafter

"participating municipalities"). For each calendar year, the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax shall be distributed among the participating municipalities as follows:

(a) From the first $22,170,519.32 of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax received by the Florida Department of Revenue collected within Volusia County in each calendar year:

(1) Seven and seven hundred eight thousandths percent (7.708%) shall be distributed to the City of Daytona Beach.

(2) One and two hundred twenty eight thousandths percent (1.228%) shall be distributed to the City of Daytona Beach Shores.

(3) Two and thirty eight thousandths percent (2.038%) shall be distributed to the City of Debary.

(4) Two and three hundred fifty thousandths percent (2.350%) shall be distributed to the City of DeLand.

(5) Nine and four hundred twenty eight thousandths percent (9.428%) shall be distributed to the City of Deltona.

(6) One and eight hundred forty seven thousandths percent (1.847%) shall be distributed to the City of Edgewater.

(7) One and two hundred forty seven thousandths percent (1.247%) shall be distributed to the City of Holly Hill.

(8) Two hundred fifty three thousandths percent (0.253%) shall be distributed to the City of Lake Helen.

(9) Three and three hundred twenty thousandths percent (3.320%) shall be distributed to the City of New Smyrna Beach.

(10) One hundred fifty two thousandths percent (0.152%) shall be distributed to the City of Oak Hill.

(11) Eight hundred forty thousandths percent (0.840%) shall be distributed to the City of Orange City.

(12) Five and eighty seven thousandths percent (5.087%) shall be distributed to the City of Ormond Beach.

(13) Two hundred ten thousandths percent (0.210%) shall be distributed to the Town of Pierson.

(14) Six hundred fifty three thousandths percent (0.653%) shall be distributed to the Town of Ponce Inlet.

(15) Five and seventeen thousandths percent (5.017%) shall be distributed to the City of Port Orange.

(16) One and three hundred eighty three thousandths percent (1.383%) shall be distributed to the City of South Daytona.

(b) From forty-two and seven hundred sixty-one thousandths percent (42.761%) of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax received by the Florida Department of Revenue collected within Volusia County in each calendar year in excess of $22,170,519.32:

(1) One third shall be divided among the participating municipalities based on the ratio of each participating municipality's total assessed property value including exempt

and immune properties to the total assessed property value of all participating municipalities. The assessed property value utilized shall be derived from the most recent final tax roll certified by the Volusia County Property Appraiser; and

(2) One third shall be divided among the participating municipalities based on the ratio of each participating municipality's current population to the total current population of all participating municipalities. The populations utilized shall be as determined by the most recent available report, Florida Estimates of Population, published by the Bureau of Economic and Business Research, University of Florida; and

(3) One third shall be divided among the participating municipalities based on the ratio of current lane miles of city roads of each participating municipality to the total current lane miles of city roads of all participating municipalities. Lane miles of city roads utilized shall be as determined by the most recent available report of the Florida Department of Transportation, City/County Mileage Report.

(4) Prior to July 1 each year, the County shall recalculate the ratios in section 3(b) based upon the latest available data and advise the Florida Department of Revenue and the participating municipalities of the revised percentages the participating municipalities will receive in the next calendar year.

4. Only those municipalities eligible for participation in the distribution of moneys under Parts II and VI of Chapter 218, Florida Statutes, are eligible to receive any portion of the proceeds of the 6-Cent Local Option Fuel Tax and Additional 5-Cent Local Option Fuel Tax imposed by the County. Any funds otherwise undistributed because of ineligibility shall be distributed to eligible governments within the County in the same proportion as the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax funds distributed to eligible governments.

5. The County and participating municipalities shall utilize moneys received from the 6-Cent Local Option Fuel Tax only for transportation expenditures as provided in Section 336.025(1)(a)1, Florida Statutes (2003), or as may hereafter be provided by law.

6. The County and participating municipalities shall use moneys received pursuant to the Additional 5-Cent Local Option Fuel Tax for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments as provided in Section 336.025(1)(b)3, Florida Statutes (2003), or as may hereafter be provided by law. For the purposes of this paragraph, expenditures for the construction of new roads, or the reconstruction or resurfacing of existing paved roads or the paving of existing graded roads shall be deemed to increase capacity and such projects shall be included in the capital improvements element of an adopted

comprehensive plan. Expenditures of the Additional 5-Cent Local Option Fuel Tax shall not include routine maintenance of roads. Routine maintenance means minor repairs and associated tasks necessary to maintain a safe and efficient transportation system. The term routine maintenance includes: pavement patching; shoulder repair, cleaning and repair of drainage ditches, traffic signs, and structures; mowing; bridge inspection and maintenance; pavement striping; litter clean up; and other similar activities.

7. For the purposes of this agreement, "transportation expenditures" means expenditures by the local government from local or state shared revenue sources, excluding expenditures of bond proceeds, for the following programs:

    (a) Public transportation operations and maintenance;

    (b) Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment;

    (c) Roadway and right-of-way drainage;

    (d) Street lighting;

    (e) Traffic signs, traffic engineering, signalization, and pavement markings;

    (f) Bridge maintenance and operation; and

    (g) Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

8. The County and participating municipalities shall separately budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in order to segregate expenditures of each tax for compliance with the limitations on expenditures contained in this agreement. In the alternative, the County or a participating municipality may budget and account for the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax in combination so long as each and every expenditure of either Local Option Fuel Tax is limited to the uses proscribed for the Additional 5-Cent Local Option Fuel Tax as set forth in Section 336.025(1)(b)3, Florida Statutes (2003), or whatever is the most restrictive use of any Local Option Fuel Tax moneys as may be hereafter proscribed by law.

9. This agreement shall apply to the proceeds of the 6-Cent Local Option Fuel Tax and the Additional 5-Cent Local Option Fuel Tax levied on motor fuels sold between 12:01 a.m., September 1, 2003, and midnight, August 31, 2013, whether or not those proceeds are actually collected or received within that period.

10. This agreement shall become effective if, prior to August 15, 2003, it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County. It may be executed by signature on a separate sheet attaching a copy of the agreement. The original agreement with all original signature pages shall be maintained on file in the Office of the County Manager. If it shall not be executed by the County and by the requisite number of

participating municipalities prior to the date set forth above, it shall be of no effect, and any local option fuel tax imposed under this statute referred to above shall be divided as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates indicated below.

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ____________________
Cynthia A. Coto
County Manager

By: ____________________
Frank T. Bruno, Jr., Chair

Date: 9/22/03

CITY OF PORT ORANGE

Attest: ____________________
Print Name: KENNETH W. PARKER

By: ____________________
Print Name: DOROTHY L. HUKILL
MAYOR

Date: 8/5/2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF DAYTONA BEACH

Attest: ______________________
Print Name: Jennifer L. Thomas

By: ______________________
Print Name: Richard F. Quigley

Date: 8-8-03

APPROVED:

____
CITY ATTORNEY

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: Frank T. Bruno, Jr.
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF DAYTONA BEACH SHORES

Attest: Cheri Schwab
Print Name: Cheri Schwab

By: Marion Kyser - Vice-Mayor
Print Name: Marion Kyser

Date: 8/27/03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: Frank T. Bruno Jr.
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF DEBARY

Attest: ______________________
Print Name: MARYANN YASKANICH
Date: 8/7/03

By: ______________________
Print Name: CARMAN ROSAMONDA

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9/22/03

CITY OF DELAND

Attest: Julie A. Hennessy
Print Name: JULIE A. HENNESSY
CITY CLERK

By: ______________________
Print Name: ROBERT F. APGAR

Date: 8-4-03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF DELTONA

Attest: ______________________
Print Name: Faith G. Miller, City Clerk

By: ______________________
Print Name: Fritz A. Behring, City Manager

Date: August 5, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF EDGEWATER

Attest: ______________________
Print Name: Susan J. Wadsworth

By: ______________________
Print Name: Kenneth R. Hooper-City Manager

Date: August 18, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: September 17 2003

CITY OF LAKE HELEN

Attest: ______________________
Print Name: DON FINDELL

Date: September 4, 2003

By: ______________________
Print Name: Mark Shuttleworth
Mayor

LONNIE N. GROOT
CITY ATTORNEY

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF HOLLY HILL

Attest: Jeanee P. Clauss
Print Name: Jeaneen P. Clauss, City Clerk

By: Wm D. Arthur
Print Name: William D. Arthur, Mayor

Date: 8-12-03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ____________________
Cynthia A. Coto
County Manager

By: ____________________
Frank T. Bruno, Jr., Chair

Date: 9/22/03

CITY OF OAK HILL

Attest: ____________________
Print Name: Kim Cherbano

By: ____________________
Print Name: DARRY EVANS

Date: 8-7-03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF ORANGE CITY

Attest: ______________________
Print Name: Deborah J. Renner

By: ______________________
Print Name: Albert T. Erwin, Mayor

Date: August 13, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________________
Cynthia A. Coto
County Manager

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

CITY OF ORMOND BEACH

Attest: ______________________
Print Name: Isaac D. Turner
City Manager

By: ______________________
Print Name: Fred Costello
Mayor
Date: August 19, 2003

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ______________
Cynthia A. Coto
County Manager

By: ______________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Chair
TOWN ~~OF~~ PIERSON

Attest: ______________
Print Name: STACY TURNER

By: ______________
Print Name: SAMUEL G.S. BENNETT

Date: 8-12-03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

COUNTY COUNCIL
COUNTY OF VOLUSIA

Attest: ____________________
Cynthia A. Coto
County Manager

By: ____________________
Frank T. Bruno, Jr., Chair

Date: 10-9-03

TOWN OF PONCE INLET

Attest: ____________________
Print Name: Bernard J. Murphy Jr

By: ____________________
Print Name: WILLIAM P. HOAK

Date: 8/22/03

INTERLOCAL AGREEMENT FOR DISTRIBUTION
OF PROCEEDS OF LOCAL OPTION FUEL TAX
SEPTEMBER 1, 2003-AUGUST 31, 2013

Attest: ______________________
Cynthia A. Coto
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA

By: ______________________
Frank T. Bruno, Jr., Chair

Date: 9-22-03

Attest: ______________________
Print Name: Joseph W. Yarbrough

CITY OF SOUTH DAYTONA

By: ______________________
Print Name: Joe M. Piggotte

Date: August 12, 2003

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2013; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional five years.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2013 is hereby renewed for an additional five (5) years, beginning 12:01 a.m., September 1, 2013 and ending midnight, August 31, 2018.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

ATTEST:

JAMES T. DINNEEN
County Manager

DATE: 5/20/13

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

BY:

JASON P. DAVIS, Chair

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

JAMES V. CHISHOLM
City Manager

JENNIFER L. THOMAS
City Clerk

CITY OF DAYTONA BEACH, a Florida municipal corporation

BY: ______________________
DERRICK L. HENRY, Mayor

DATE: June 5, 2013

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF DAYTONA BEACH SHORES, a
Florida municipal corporation

BY: ______________________
HARRY JENNINGS, Mayor

____
MICHAEL T. BOOKER
City Manager

____
CHERI SCHWAB
City Clerk

DATE: May 28, 2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

BY: ______________________________

BOB GARCIA, Mayor

____

DAN PARROTT
City Manager

____

STACY TEBO
City Clerk

DATE: 6/5/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF DELAND, a Florida municipal corporation

Michael Pleus

MICHAEL PLEUS
City Manager

BY: Robert F. Apgar

ROBERT F. APGAR, Mayor

Julie A. Hennessy

JULIE HENNESSY
City Clerk

DATE: 5.20.2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

William D Denny

WILLIAM DENNY

City Manager

Joyce Raftery

JOYCE RAFTERY

City Clerk

DATE: 6/14/13

CITY OF DELTONA, a Florida municipal corporation

BY: John Masiarczyk

JOHN MASIARCZYK, Mayor

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF EDGEWATER, a Florida municipal corporation

BY: ______________________
MICHAEL THOMAS, Mayor

____
TRACEY BARLOW
City Manager

Bonnie Wenzel
BONNIE A. WENZEL
City Clerk

DATE: June 3, 2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF HOLLY HILL, a Florida municipal corporation

BY: ____________________
ROY JOHNSON, Mayor

____
JAMES MCCROSKEY
City Manager

____
VALERIE MANNING
City Clerk

DATE: 5/30/13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF LAKE HELEN, a Florida municipal corporation

BY: Buddy Snowden

BUDDY SNOWDEN, Mayor

KENT CICHON
City Manager

Nancy Wilson

NANCY WILSON
City Clerk

DATE: 5/29/2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF NEW SMYRNA BEACH, a Florida municipal corporation

Pam Brangaccio

BY: Adam Barringer

PAM BRANGACCIO
City Manager

ADAM BARRINGER, Mayor

Johnny R. Bledsoe

JOHNNY R. BLEDSOE
City Clerk

DATE: June 6, 2013

35-12

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF OAK HILL, a Florida municipal corporation

Kohn Evans

KOHN EVANS

City Administrator / City Clerk

BY: D A Gibson

DOUGLAS A. GIBSON, Mayor

Dennis Fink

John H. Gonzalez

Witness

DATE: 5-16-13

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

Jamie Croteau

JAMIE CROTEAU
City Manager

Deborah J. Renner

DEBBIE RENNER
City Clerk

DATE: 5/28/13

CITY OF ORANGE CITY, a Florida municipal corporation

BY: ______________________

TOM LAPUTKA, Mayor

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF ORMOND BEACH, a Florida municipal corporation

____
JOYCE SHANAHAN
City Manager

BY: ______________________
ED KELLY, Mayor

____
SCOTT MCKEE
City Clerk

DATE: 5-31-2017

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT
FOR DISTRIBUTION OF PROCEEDS OF LOCAL
OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

DEBBIE BASS
Town Administrator / Town Clerk

Barbara A Peacock
Witness

DATE: 6/17/13

TOWN OF PIERSON, a Florida municipal corporation

BY: ______________________
JAMES F. SOWELL, Mayor

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

TOWN OF PONCE INLET, a Florida municipal corporation

JEANEEN P. CLAUSS
Town Manager

BY: **GARY L. SMITH**, Mayor

KIM CHERBANO
Deputy Clerk

DATE: May 16th, 2013

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF PORT ORANGE, a Florida municipal corporation

_______________________________ BY: _______________________________

GREGORY A. KISELA
City Manager

ALLEN GREEN, Mayor

____

ROBIN FENWICK
City Clerk

DATE: ________________________

FIVE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2013 – AUGUST 31, 2018

ATTEST:

CITY OF SOUTH DAYTONA, a Florida municipal corporation

JOSEPH YARBROUGH
City Manager

BY: ______________________
GEORGE FISKE LOCKE, III, Mayor

DEBBIE FITZ-GERALD
City Clerk

DATE: June 11, 2013

Volusia County
FLORIDA

County Manager

March 8, 2018

Via Email and U.S. Mail

Mr. Joseph Yarbrough
City Manager
City of South Daytona
PO Box 214960
South Daytona, FL 32121

RE: One Year Renewal to the Interlocal Agreement for Distribution of Local Option Fuel Tax September 1, 2018 – August 31, 2019

Dear Mr. Yarbrough:

On May 1, 2018, the County Council voted its support for continuation of the existing interlocal agreement regarding gas taxes for another year. Attached is the executed renewal of the interlocal agreement by the county. Please print two copies of your municipality's signature page, have the copies signed by all of your designated signees, and return two originals to me by June 1, 2018. Once all signatures have been received, we will assemble and return a fully executed agreement to each municipality.

The County's May 1, 2018, agenda item (S) and agreement can also be viewed online at www.volusia.org.

Sincerely,

George Recktenwald
Deputy County Manager

Attachment

123 West Indiana Avenue, Room 301 · DeLand, FL 32720-4612
Tel: 386-740-5133 · FAX: 386-943-7020

www.volusia.org

ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX SEPTEMBER 1, 2018 – AUGUST 31, 2019

THIS RENEWAL AGREEMENT is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities by which it is executed.

WHEREAS, the existing Interlocal Agreement governing the distribution of the local option fuel taxes expires on midnight, August 31, 2018; and

WHEREAS, the parties desire to renew the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, for and in consideration of the premises above, and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2003 – August 31, 2018 is hereby renewed for an additional one (1) year, beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal Agreement on the date set forth below.

ATTEST:

James T. Dinneen
County Manager

DATE: 5/3/18

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

BY: Ed Kelley

Ed Kelley
County Chair

SEAL

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **05/15/2018**

Consent item: No

SUBJECT: (I17) City Attorney Comments - Initiate Process for City Attorney Evaluation

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Council direction is requested for the evaluation process.

SUMMARY: In May the City Council evaluates the City Attorney's Performance.
The proposed process may include the following items:
1. Telephone conferences are scheduled with the City Council, individually.
2. The City Attorney provides evaluation forms for rating the performance.
3. Individual conferences are scheduled for discussion of the completed evaluation forms.
4. The City Council discusses the evaluation in a scheduled council meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 05/02/2018
Margaret Roberts	Approved - 05/04/2018
Robin Fenwick	Final Approval - 05/07/2018