



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 4, 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. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 7, 2018 - City Council Workshop
 - b. August 21, 2018 - Regular City Council Meeting
 - c. August 22, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Renewal of Wright National Flood Insurance
 - b. Approval of the Intent to Award ITB 18-28 Police Evidence Room Renovations and HVAC Upgrades to A.G. Pifer
 - c. Approval of Change Order #2 to A.G. Pifer for the City Annex Renovation project
 - d. Approval of the Fifth Amendment to Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area
8. Resolution No. 18-28 - Budget Appropriation

9. Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
10. Major Special Event Request - Biketoberfest: First Turn Steakhouse & Lounge - 5236, 5204 & 5164 South Ridgewood Avenue
11. Approval of the Kennick Settlement (Case No. 2017-31147-CICI) (CA5248&5429)

C. CITIZEN PARTICIPATION (Agenda)

12. Steven Miller, Retired Water Production Manager/Public Utilities

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

15. Second Reading - Ordinance No. 2018-21 - LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 18-25000005)
16. Second Reading - Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 18-60000003)
17. First Reading - Ordinance No. 2018 - 24 - Annexation/1727 & 1737 Fern Park Drive; (Case No. 18-10000003)
18. First Reading - Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code.

H. REGULAR AGENDA

19. Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane
20. First Reading - Ordinance No. 2018-27 - Shopping Carts
21. First Reading - Ordinance No. 2018-28 - RV Parking Code Amendment
22. Guidance on Fund Ownership of Riverwalk Property
23. Discussion of City Attorney Work Performance

I. COMMENTS

24. City Attorney Comments - Update on contract for ITB 18-18 City Facility
Landscape Maintenance Services

25. City Manager Comments

a. DMS Site Lease Agreement

J. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

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.

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 7, 2018

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

OPENING

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. All Other Funds FY19 Budget

Tracey Riehm, Finance Director, provided details regarding the Water/Sewer (401) fund.

Lynn Stevens, Public Works/Utilities Director, discussed her request for (2) two new Utility Systems Operators and a truck for them. The total cost is \$116,277. Council had no objections to the request.

Ms. Riehm also discussed the Solid Waste (410) fund. A cost of \$10,000 is being budgeted for a new program relating to hazard waste education. This budget also includes a request for an app called Recycle Coach for \$7,200. Council had no objections to the request.

Mr. Riehm continued with a discussion on the Drainage (412) fund. A clam bucket for the backhoe, Hydroseeder and a weed bucket for the Gradall are being requested at a total cost of \$31,500. Council had no objections to the request.

The Wetland Mitigation (416) & Forestry (420) Funds were discussed by Ms. Riehm. These funds include a request for \$107,382 for a City Forester position and a

vehicle/gas/insurance. The costs will be split 50/50 between the funds. Ms. Stevens explained the request. There were no objections from Council.

Ms. Riehm discussed the Golf Course (450) Fund. She explained the audit of the golf course for last year as it relates to the transfers from the Loan Pool. The outstanding debt (6:09pm) includes money to the Loan Pool and Water/Sewer Fund. The Water/Sewer Fund has a bond payment due and is not flexible. The Loan Pool can be more flexible as far as forgiveness. Mayor Burnette would like legal options. Ms. Riehm will prepare the options with the help of the City Attorney, City Manager, and Bond attorney. Council does not want to impact the general fund and taxpayers.

Ms. Riehm discussed the Eastport Tax Increment Fund (102). It is covering its debt. She also discussed the Town Center Tax Increment Fund (103), which is not covering its debt payments. Transfers from the Loan Pool are covering the fund.

The Building Special Revenue Fund (109) was discussed by Ms. Riehm, as well as the Information Technology Fund (501). No new request is being included in the 109 Fund but a new GIS Technician is included in the 501. She also discussed the Vehicle Maintenance Fund (503), Risk Management Fund (504), Lease & Replacement Fund (505), and the Building Maintenance Fund (506). Several new requests are being included, such as generators, fire alarm replacement at public works and city hall, repair the wall in Finance, Fire Station renovations, hot water heater replacement, and kitchen replacement at Fire Station 71 and 74, and two carpet extractors. Mr. Johansson discussed the need for the building maintenance items. Mayor Burnette asked if the fire station renovations were staggered originally. Mr. Johansson will work with Staff and determine the priority list. Total being requested is \$245,525.

Ms. Riehm discussed the general debt service funds. No appropriated equity is being used to balance these funds.

ADJOURNMENT - 6:26 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 21, 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.

OPENING

Invocation provided by Pastor Tom Finken of Victorious Life Church

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Mr. Johansson advised Council of a small typographical mistake on item 7.a. The item reads: "The award as proposed represents an estimated reduction in total premiums in slightly over \$5,000 compared to FY18". The amount that should have been stated is \$95,000. The actual calculated savings is approximately \$96,910 for all lines being considered.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes

a. August 8, 2018 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Award of RFP 18-22 Property and Casualty Insurance / Loss Control and Loss Prevention Services

b. Approval of Amendment No. 2 to GFOA Contract for ERP Services

c. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

d. Approval of Contract Assignment - Taka Elevator Company (contract CA4489) has been acquired by Oracle Elevator Company

8. Approval of Concurrency and Fair-Share Agreement for Arby's Restaurant Site Plan - 1058 Dunlawton Avenue
9. Resolution No. 18-25 - Celebrating 50 Years of Home Rule
10. Resolution No. 18-26 - Budget Appropriation
11. Resolution No 18-27 - Support of Revised Volusia County & Municipal Floodplain Management Plan

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Edith Shelley, citizen, addressed Council regarding the Port Orange Panthers success in the baseball tournament recently. They came in 9th overall nationally in Cooperstown.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

There were none.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. School Board Guardian presentation

Linda Cuthbert, Chairman of Volusia County School Board, Greg Aiken, Volusia County Schools, discussed the School Board's need for armed guardians on school campuses and their request for financial support from municipalities. They are requesting 30% (\$70,000) of the costs to fund the guardian program. Councilman Tramont asked questions and recused himself from the vote as he is currently employed with the school board. Vice Mayor Stiltner asked questions and abstained from voting as his wife is an employee with the school board. Councilman Bastian had not additional questions but also abstained from voting as his brother is an employee of the guardian program. Ms. Cuthbert thanked Council, as did Mr. Aiken. Mr. Johansson advised Council he will work with the school board regarding offsetting costs as authorized in the current rules of the City.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from their recent meeting.

15. Parks & Recreation Advisory Board Report

Jack Wiles, Chairman, provided details from the recent meetings held. Topics included co-sponsorship and attendance issues.

16. Environmental Advisory Board Report

John Macaluso, Chairman, provided details from the recent meetings held.

17. Golf Advisory Board Report

Richard Lee was unable to attend. His report will be rescheduled.

PUBLIC HEARING

18. First Reading - Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 18-60000003)

Mayor Burnette read Ordinance No. 2018-23.

ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +/- 5.85 ACRES LOCATED AT 6225 SOUTH WILLIAMSON BOULEVARD FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-23 was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner.

Penelope Cruz, Planning Manager, discussed the zoning request.

Motion carried unanimously by roll call vote.

19. Change of Use for a Communications Tower at 651 Taylor Road (Case No. 18-32000001)

Matthew Jones, Deputy City Attorney, advised Council there is no vote necessary on this item.

Mary Sotik, Legal Counsel for AT&T, advised Council they are doing their due diligence and believes they will meet the Land Development Code requirements. Mayor Burnette

asked Ms. Sotik to keep an open mind regarding the citizens' concerns.

Motion to allow two presenters 10 minutes to present on behalf of the residents was made by Councilman Chase Tramont and Seconded by Councilman Bob Ford. Motion carried unanimously by voice vote.

Eugene "Trip" Healey, citizen, discussed the citizens' concerns. He doesn't believe there is a need for the cell tower as there is no gap. He asked Council to reject the application when it comes before them.

Council doesn't believe it's a good location.

Paul Kern, 997 Smokerise Blvd., discussed issues he sees with the request.

Motion to extend Mr. Kern's time by five minutes was made by Councilman Tramont and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Mr. Kern continued with issues relating to environmental issues and airport concerns as well as safety issues to the public.

Several members of the public spoke expressing their concerns regarding the children attending the elementary school and daycare across the street, the aesthetics of the city, the actual need for the added service for AT&T at this location,

Mr. Johansson said Staff will research the items discussed by the citizens and provide Council with further information.

Council would like a better location found.

Councilman Tramont asked for legal advice as to stalling the communications tower. Mr. Jones advised there is no way to stall it, this is the process. Mr. Johansson asked for a chance to meet with AT&T to potentially find a solution.

Motion to advise Staff that City Council will provide the necessary resources for Community Development and Legal to review the cell tower application was made by Councilman Bob Ford and Seconded by Councilman Drew Bastian.

Mr. Johansson reminded Council there is no site plan submitted.

Motion carried unanimously by roll call vote.

Council recessed at 9:19 p.m. and reconvened at 9:35 p.m.

20. First Reading - Ordinance No. 2018-21 - LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 18-25000005)

Mayor Burnette read Ordinance No. 2018-21.

ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 3, 5, 6, 13, 16, AND 17 RELATING TO CODE ADMINISTRATION, SUBDIVISION AND SITE PLAN REGULATIONS, LANDSCAPING AND BUFFERS, HOME OCCUPATIONS, RESIDENTIAL OUTDOOR STORAGE AND PC-A INDIVIDUAL ZONING DISTRICT DISCLOSURE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-21 was made by Councilman Drew Bastian and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

21. Discussion Item: License Agreement for 3449 Shamrock Drive

Mr. Johansson provided the background details of the License Agreement. He explained the options the City has as neighbors have complained about access to the dock and area. Terry Rowe, 3449 Shamrock Drive, obtained permits for the fence and dock and he believes the City has provided him the same rights as many others along the same area. He asked Council to support him as he has followed the rules. Lisa Park, 8 Coconut Road, discussed her concerns with the License Agreement and the dock that was built.

Motion to extend her time up to 10 minutes was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

Ms. Park continued her discussion and concerns with the lack of public access. The majority of the neighbors believe the dock and fence are off limits to them.

Mr. Rowe explained his efforts to make things right and do things appropriately. He said the City did not give him property, but he has taken care of the area based on the License Agreement.

Councilman Tramont has questions and would like to explore those questions and issues before making a decision tonight. He asked the parties to meet again and try to compromise.

Motion to table the decision to allow the parties to discuss a compromise and provide answers to the questions posed was made by Councilman Tramont and Seconded by Councilman Bob Ford.

Mr. Johansson asked for leeway on the timing of bringing it back to Council; mid-October. Council agreed with the October 16, 2018 meeting.

Motion carried 3-2 by roll call vote with Councilman Bastian and Mayor Burnette voting no.

22. Request for Continuance of Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane

Motion to continue September 4, 2018 was made by Councilman Chase Tramont and Seconded by Councilman Bob Ford. Motion carried unanimously by voice vote.

COMMENTS

23. City Attorney Comments - There were none.

24. City Manager Comments - There were none.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

- a. ArtHaus - Councilman Bob Ford provided details of upcoming events.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette announced upcoming events.
- c. Roundtable of Elected Officials - They did not meet this month.

Regular City Council Meeting

August 21, 2018

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- d. Police Pension - Councilman Bastian was not able to attend the meeting and had no report.
- e. Fire Pension - Councilman Ford provided details from the meeting.

ADJOURNMENT - 10:41 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 22, 2018

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

OPENING

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. FY19 Budget Discussion

Tracey Riehm, Finance Director, discussed the decrease from the max millage rate previously set. The millage rate being presented tonight is 4.7781. She provided history of the millage rates in the City and surrounding cities. Ms. Riehm discussed the savings reported and other changes made to decrease the millage rate.

Councilman Ford discussed response time performance in Port Orange as provided to him by Volusia County. He believes the response times are better than originally thought. The County has ensured him they will be purchasing a new ambulance and will review their system.

Councilman Bastian believes the response times are unacceptable.

Vice Mayor Stiltner doesn't believe the response time in Fire is calculated the same as the Police Department measures it, which is where the issues come into play.

Assistant City Manager Alan Rosen explained details from the County's budget relating to new ambulance services. He also discussed revenue forecasts.

Vice Mayor Stiltner supports the addition of ambulance services.

Chief Fustin answered questions and explained the plan for use of ambulances.

Discussion was held regarding budget changes.

John Fleemin, citizen, supports the increased services to public safety.

Dalen Mills, citizen, suggested the ambulance issue be tabled for a year to allow the County to fix the issues.

Sarah Jones, citizen, supports the ambulance program and asked for the specific amount that the average citizen will be charged. Mr. Johansson and Ms. Riehm gave examples.

Ms. Riehm discussed the millage rate changes that resulted from the reductions requested by Mayor Burnette.

Mayor Burnette will support the ambulance program but asked Chief Fustin to work on other reductions. He also asked for the median income projections to be included in the revenues minus the first three months.

Millage rate is currently at 4.7253, which will be brought to Council for first reading on September 5, 2018 at 5:30 p.m.

ADJOURNMENT – 8:57 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B7a) Renewal of Wright National Flood Insurance

DEPARTMENT: Administrative Services

GOAL: Renewal of flood insurance policies.

RECOMMENDED MOTION: Move to approve the renewal of flood insurance policies for FY 2018 for Wright National Flood Insurance Company; and to approve policies for FY 2019 subject to Council approval of the FY19 budget; and to authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City currently has in effect 29 policies for flood insurance brokered by Brown & Brown and written by Wright National Flood Insurance Company. These policies protect various properties within the City located in special flood zones. The coverage is for damage to both the buildings and the contents therein due to a flood event. The coverage amount for each location varies based on the property's value and the flood zone in which the property lies. Rates are set by the National Flood Insurance Program.

Twenty-six policies will renew for the period 09/14/2018 - 09/14/2019. The current premium for these policies is \$45,886.00. The renewal premiums total \$43,041.00, representing an overall decrease in premiums of \$2,845.00. (Flood zones were amended by NFIP during FY18 on five properties. The City has received \$198.00 in refunds to date and has received notice that an additional \$2,441.00 will be refunded.)

Staff requests approval to renew these policies and pay these premiums.

Three additional policies will renew during FY19:

--Two policies will renew for the period 10/03/2018 - 10/03/2019. The current premium for these policies is \$4,045.00. The renewal premiums total \$4,126.00, representing an overall increase in premiums of \$81.00.

--One policy will renew for the period 04/12/2019 - 04/12/2020. The current premium for this policy is \$2,246.00. A Renewal Notice has not yet been received; however, estimating a 2% increase over the prior policy year, the FY19 premium will be \$2,294.00, for a total increase of \$45.00.

Staff requests approval to renew these three policies as they become due. FY18 funding is available for the 26 policies renewing in September. FY19 funding is subject to Council's approval of the FY19 budget.

Project No.: Funding Account No.: 504-1000-519.45-10

ATTACHMENTS:

1.	Renewal Notices 09.14.2018 - 09.14.2019	Renewal Notices 09.14.2018 - 09.14.2019.pdf
2.	Renewal Notices 10.03.2018 - 10.03.2019	Renewal Notices 10.03.2018 - 10.03.2019.pdf
3.	Policy Summary	Policy Summary.pdf

Grace Stewart

Jamie Miller

Tracey Riehm

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 08/15/2018

Approved - 08/15/2018

Approved - 08/22/2018

Approved - 08/22/2018

Approved - 08/22/2018

Final Approval - 08/22/2018



Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1764306
7/20/18

2000 11523 FLD PREF

Policy Number
09 1150077010 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
PUBLIC WORKS
PO BOX 291759
PORT ORANGE FL 32129-1759

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
407 VIRGINIA AVE,
PUBLIC WORKS
PORT ORANGE, FL 32127-4495

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$400,000	\$1,250	\$1,250	\$3,097.00
B: INCREASED COVERAGE	\$500,000	\$450,000	\$1,250	\$1,250	\$3,213.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$3,097.00
Option B ☐ \$3,213.00

PO. Box 33070
St. Petersburg, FL 33733-8070

RECEIVED

02000 11523 FLD* PREF 091150077010 09 00309700 RE 0324300 2018

07028360911500770101820102

00005

Insured

City of Port Orange
Risk Management
00847



09 1150077010 09

7/20/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
3. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
4. If the mortgagee listed on the bill is not the current mortgagee, please forward the bill to the new financial institution (if they are responsible for premium payment) and have a change endorsement sent to correct the policy.
5. If this policy is a Preferred Risk Policy (PRP), please note that there have been recent changes to the eligibility requirements for the PRP. If the flood zone listed on your policy is not the zone on the current flood insurance rate map, you may no longer be eligible for the PRP. Please contact your insurance representative to verify if you are still eligible for this policy or to obtain a quote for a Standard policy.
6. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1764857

7/20/18

2000 11523 FLD PREF

Policy Number
09 1150077011 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
STORAGE-THE PALACE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X

Current Zone: X

Property Address:
407 VIRGINIA AVE,
STORAGE THE PALACE
PORT ORANGE, FL 32127-4495

CRS Discount: 0%

HFIAA Surcharge: \$250*

Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$200,000	\$50,000	\$1,250	\$1,250	\$1,510.00
B: INCREASED COVERAGE	\$250,000	\$100,000	\$1,250	\$1,250	\$1,799.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

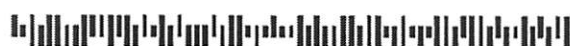
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,510.00

Option B ☐ \$1,799.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091150077011 09 00151000 RE 0179900 9

07028360911500770111820102

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Insured

00848





WFL 99.023 0118
1764857
7/20/18

09 1150077011 09

7/20/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
3. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
4. If the mortgagee listed on the bill is not the current mortgagee, please forward the bill to the new financial institution (if they are responsible for premium payment) and have a change endorsement sent to correct the policy.
5. If this policy is a Preferred Risk Policy (PRP), please note that there have been recent changes to the eligibility requirements for the PRP. If the flood zone listed on your policy is not the zone on the current flood insurance rate map, you may no longer be eligible for the PRP. Please contact your insurance representative to verify if you are still eligible for this policy or to obtain a quote for a Standard policy.
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7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1764329

7/20/18

2000 11523 FLD PREF

Policy Number
09 1150077012 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
PUBLIC UTILITY OFFICE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
407 VIRGINIA AVE,
PUBLIC UTILITY OFFICE
PORT ORANGE, FL 32127-4495

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$150,000	\$1,250	\$1,250	\$2,406.00
B: INCREASED COVERAGE	\$500,000	\$200,000	\$1,250	\$1,250	\$2,559.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$2,406.00
Option B ☐ \$2,559.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091150077012 09 00240600 RE 0255900 9

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Insured

.00849



7/20/18



09 1150077012 09

IMPORTANT MESSAGES

7/20/18

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1764333

7/20/18

2000 11523 FLD PREF

Policy Number
09 1150077013 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
STORAGE BAYS
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Property Address:
407 VIRGINIA AVE,
STORAGE BAYS
PORT ORANGE, FL 32127-4495



Rated Zone: X
Current Zone: X

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$200,000	\$50,000	\$1,250	\$1,250	\$1,510.00
B: INCREASED COVERAGE	\$250,000	\$100,000	\$1,250	\$1,250	\$1,799.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Renewal Date: 9/14/18

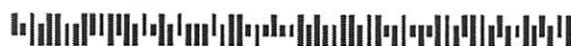
Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Option A ☒ \$1,510.00
Option B ☐ \$1,799.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091150077013 09 00151000 RE 0179900 3

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Insured

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09 1150077013 09

7/20/18

IMPORTANT MESSAGES

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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1764340

7/20/18

2000 11523 FLD PREF

Policy Number
09 1150077014 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
OFFICE BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Property Address:
407 VIRGINIA AVE,
OFFICE BLDG
PORT ORANGE, FL 32127-4495



Rated Zone: X
Current Zone: X

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$350,000	\$1,250	\$1,250	\$2,973.00
B: INCREASED COVERAGE	\$500,000	\$400,000	\$1,250	\$1,250	\$3,097.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

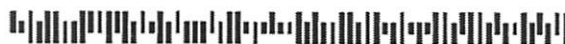


Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$2,973.00
Option B ☐ \$3,097.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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09 1150077014 09

7/20/18

IMPORTANT MESSAGES

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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763477
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077367 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
MASTER LIFT STATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:

817 OAK ST,
MASTER LIFT STATION
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$500,000	\$1,250	\$1,250	\$3,218.00
B: INCREASED COVERAGE	N/A	N/A	N/A	N/A	N/A

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

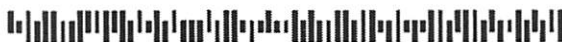


Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$3,218.00
Option B ☐ N/A

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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09 1150077367 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763469
7/20/18

2000 11523 FLD PREF

Policy Number
09 1151626925 01

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
LAB BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Property Address:
817 OAK ST,
PORT ORANGE, FL 32127-4331



Rated Zone: X
Current Zone: X

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$200,000	\$200,000	\$1,250	\$1,250	\$1,991.00
B: INCREASED COVERAGE	\$250,000	\$250,000	\$1,250	\$1,250	\$2,258.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

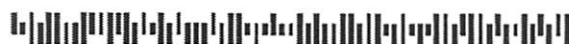
Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,991.00
Option B ☐ \$2,258.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091151626925 01 00199100 RE 0225800 1

07028360911516269251820102

00005

Insured

02515



09 1151626925 01

7/20/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
3. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
4. If the mortgagee listed on the bill is not the current mortgagee, please forward the bill to the new financial institution (if they are responsible for premium payment) and have a change endorsement sent to correct the policy.
5. If this policy is a Preferred Risk Policy (PRP), please note that there have been recent changes to the eligibility requirements for the PRP. If the flood zone listed on your policy is not the zone on the current flood insurance rate map, you may no longer be eligible for the PRP. Please contact your insurance representative to verify if you are still eligible for this policy or to obtain a quote for a Standard policy.
6. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1763501

7/20/18

2000 11523 FLD PREF

Policy Number
09 1151626926 01

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
COLLECTIONS SYSTEM OFFICE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X

Current Zone: X

Property Address:

817 OAK ST,
COLLECTIONS SYSTEM OFFICE
PORT ORANGE, FL 32127-4331

CRS Discount: 0%

HFIAA Surcharge: \$250*

Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$200,000	\$200,000	\$1,250	\$1,250	\$1,991.00
B: INCREASED COVERAGE	\$250,000	\$250,000	\$1,250	\$1,250	\$2,258.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,991.00

Option B ☐ \$2,258.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091151626926 01 00199100 RE 0225800 8

07028360911516269261820102

00006

Insured

02516



7/20/18



7/20/18

09 1151626926 01

IMPORTANT MESSAGES

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2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

0702836

8/13/18

2000 11523 FLD RGLR

Policy Number
09 1150077370 09

Expiration Date
9/14/18

Date of Notice
8/13/18

Insured
CITY OF PORT ORANGE
OLD LIFT STATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
817 OAK ST,
OLD LIFT STATION
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$176,100	\$86,200	\$1,250	\$1,250	\$931.00
B: INCREASED COVERAGE	\$193,700	\$90,500	\$1,250	\$1,250	\$962.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ **\$931.00**
Option B ☐ **\$962.00**

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077370 09 00093100 RE 0096200 2

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Agent



09 1150077370 09

8/13/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763431
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077371 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
PLANT STORAGE BLDG
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
817 OAK ST,
PLANT STORAGE BLDG
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$21,600	\$7,400	\$1,000	\$1,000	\$694.00
B: INCREASED COVERAGE	\$23,800	\$7,800	\$1,000	\$1,000	\$734.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$694.00
Option B ☐ \$734.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077371 09 00069400 RE 0073400 3

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Insured

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09 1150077371 09

8/07/18

IMPORTANT MESSAGES

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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763444
7/20/18

2000 11523 FLD PREF

Policy Number
09 1151626927 01

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
CONTROL OFFICE BUILDING
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32127-4331

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
817 OAK ST,
CONTROL OFFICE BLDG
PORT ORANGE, FL 32127-4331

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$200,000	\$200,000	\$1,250	\$1,250	\$1,991.00
B: INCREASED COVERAGE	\$250,000	\$250,000	\$1,250	\$1,250	\$2,258.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ **\$1,991.00**
Option B ☐ **\$2,258.00**

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091151626927 01 00199100 RE 0225800 5

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Insured

02517



09 1151626927 01

7/20/18

IMPORTANT MESSAGES

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2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1764282
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077374 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
GENERATOR BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
817 OAK ST,
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$59,100	\$23,500	\$1,000	\$1,000	\$487.00
B: INCREASED COVERAGE	\$65,000	\$24,700	\$1,000	\$1,000	\$502.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Please WRITE POLICY NUMBER ON CHECK
and make payable to: Wright National Flood Insurance Company
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$487.00
Option B ☐ \$502.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077374 09 00048700 RE 0050200 4

07028360911500773741821904

0000B

Insured

00986



09 1150077374 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
3. You are encouraged to insure your property for at least 80% of the structure's replacement cost to ensure adequate coverage in the event of a loss. Contact your insurance agent for details.
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5. If this policy is a Preferred Risk Policy (PRP), please note that there have been recent changes to the eligibility requirements for the PRP. If the flood zone listed on your policy is not the zone on the current flood insurance rate map, you may no longer be eligible for the PRP. Please contact your insurance representative to verify if you are still eligible for this policy or to obtain a quote for a Standard policy.
6. Using Certified Mail when sending premium payments has the advantage of limiting lapses in coverage as the certified mail date is used as the premium receipt date to ensure the earliest receipt date possible and also provides a method to track your payment from the post office to the remittance center by going to www.usps.com/shipping/trackandconfirm.htm.
7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763462
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077375 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
ELECTRICAL BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
817 OAK ST,
ELECTRICAL BLDG
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$30,300	\$44,400	\$1,000	\$1,000	\$676.00
B: INCREASED COVERAGE	\$33,300	\$46,600	\$1,000	\$1,000	\$706.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.

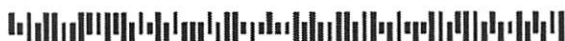


Renewal Date: 9/14/18

Please WRITE POLICY NUMBER ON CHECK
and make payable to: Wright National Flood Insurance Company
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$676.00
Option B ☐ \$706.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077375 09 00067600 RE 0070600 3

07028360911500773751821904

0000C

Insured

00987



09 1150077375 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1764276
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077376 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
GENERATOR BUILDING 2
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
817 OAK ST,
(GENERATOR BLDG 2)
PORT ORANGE, FL 32127-4331

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$59,100	\$21,100	\$1,000	\$1,000	\$482.00
B: INCREASED COVERAGE	\$65,000	\$22,200	\$1,000	\$1,000	\$499.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please WRITE POLICY NUMBER ON CHECK
and make payable to: Wright National Flood Insurance Company
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$482.00
Option B ☐ \$499.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077376 09 00048200 RE 0049900 3

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Insured

00988



09 1150077376 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763211
7/20/18

2000 11523 FLD PREF

Policy Number
09 1151538468 01

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
ADULT ACTIVITY CENTER
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Property Address:
4790 S RIDGEWOOD AVE,
PORT ORANGE, FL 32127-4526



Rated Zone: X
Current Zone: X

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$100,000	\$1,250	\$1,250	\$2,246.00
B: INCREASED COVERAGE	\$500,000	\$150,000	\$1,250	\$1,250	\$2,406.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$2,246.00
Option B ☐ \$2,406.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091151538468 01 00224600 RE 0240600 3

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Insured

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09 1151538468 01

7/20/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1763494

8/07/18.

2000 11523 FLD RGLR

Policy Number
09 1150077378 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
ART HAUS BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: AE

Property Address:
3840 S RIDGEWOOD AVE,
PORT ORANGE, FL 32129-3525

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$311,600	\$74,100	\$1,250	\$1,250	\$2,119.00
B: INCREASED COVERAGE	\$342,800	\$77,800	\$1,250	\$1,250	\$2,210.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$2,119.00
Option B ☐ \$2,210.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077378 09 00211900 RE 0221000 6

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Insured

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09 1150077378 09

8/07/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1764861
7/20/18

2000 11523 FLD RGLR

Policy Number
09 1150077379 09

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
GARAGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
407 VIRGINIA AVE,
PORT ORANGE, FL 32127-4446

CRS Discount: 10%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$27,600	\$5,600	\$1,000	\$1,000	\$677.00
B: INCREASED COVERAGE	\$30,400	\$5,900	\$1,000	\$1,000	\$712.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$677.00
Option B ☐ \$712.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077379 09 00067700 RE 0071200 0

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Insured

00883





09 1150077379 09

7/20/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
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7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763401
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077381 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
PRESCHOOL
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: AE

Property Address:
3738 HALIFAX DR,
PORT ORANGE, FL 32129-3513

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$224,100	\$37,500	\$1,250	\$1,250	\$3,494.00
B: INCREASED COVERAGE	\$246,500	\$39,400	\$1,250	\$1,250	\$3,598.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

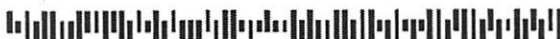


Renewal Date: 9/14/18

Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$3,494.00
Option B ☐ \$3,598.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077381 09 00349400 RE 0359800 5

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Insured

00990



09 1150077381 09

8/07/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763368
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077382 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
FIRE STATION 1
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
4200 S RIDGEWOOD AVE,
PORT ORANGE, FL 32127-4511

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$87,600	\$1,250	\$1,250	\$1,698.00
B: INCREASED COVERAGE	\$500,000	\$92,000	\$1,250	\$1,250	\$1,709.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,698.00
Option B ☐ \$1,709.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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09 1150077382 09

8/07/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763195
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077383 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: AE

Property Address:
5839 TRAILWOOD DR,
PARKS AND RECREATION BUILDING
PORT ORANGE, FL 32127-6729

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$122,000	\$1,250	\$1,250	\$2,758.00
B: INCREASED COVERAGE	\$500,000	\$128,100	\$1,250	\$1,250	\$2,781.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$2,758.00
Option B ☐ \$2,781.00

PO. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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09 1150077383 09

8/07/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1763361

8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077384 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
ALLUM FEED BLDG 1
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: AE

Property Address:
740 COMMONWEALTH BLVD,
PORT ORANGE, FL 32127-5357

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$71,000	\$100,000	\$1,000	\$1,000	\$781.00
B: INCREASED COVERAGE	\$78,100	\$105,000	\$1,000	\$1,000	\$819.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$781.00
Option B ☐ \$819.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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8/07/18

IMPORTANT MESSAGES

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1783083
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077385 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: A

Property Address:
740 COMMONWEALTH BLVD,
PORT ORANGE, FL 32127-5357

CRS Discount: 10%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$67,200	\$100,000	\$1,000	\$1,000	\$2,409.00
B: INCREASED COVERAGE	\$73,900	\$105,000	\$1,000	\$1,000	\$2,549.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please WRITE POLICY NUMBER ON CHECK
and make payable to: Wright National Flood Insurance Company
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$2,409.00
Option B ☐ \$2,549.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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8/07/18

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7. **Effective June 1, 2014 the following deductible option changes have been made.** Policies rated with full-risk rates (post-firm, pre-firm elevation-rated, and all x-zone rated policies) or in AR, AR Dual, or A99 zones will have a minimum deductible of \$1,000 for building coverage and \$1,000 for contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$1,250 for building and contents coverage. Policies rated with pre-firm subsidized rates will have a minimum deductible of \$1,500 for building or contents coverage if the building coverage does not exceed \$100,000. If building coverage exceeds \$100,000, the minimum deductible will be \$2,000 for building or contents coverage. Contents-only policies will use the same minimum deductibles that apply to building coverage that does not exceed \$100,000. For additional information concerning these changes or a premium quote, please contact your insurance representative.
8. Carefully review the renewal offer being provided for accuracy. This renewal offer will expire 30 days from the effective date shown on this form at 12:01 a.m. Price and terms associated with this renewal offer are subject to underwriting review and may not be available after expiration of this renewal offer. Please refer to the policy for complete terms, conditions, and exclusions. Please refer to www.ambest.com for rating, financial size category and additional information on the company shown on this renewal offer.
9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763349
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077386 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
PONCE INLET LIFT STATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: AE

Property Address:
4668 S PENINSULA DR,
PONCE INLET, FL 32127-7008

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$100,000	\$1,250	\$1,250	\$1,694.00
B: INCREASED COVERAGE	\$500,000	\$105,000	\$1,250	\$1,250	\$1,704.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.

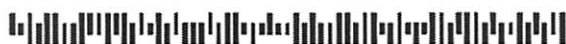


Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,694.00
Option B ☐ \$1,704.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091150077386 09 00169400 RE 0170400 6

07028360911500773861821904

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Insured

00995



09 1150077386 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1764254
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077387 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
ALL CHILDRENS PARK RR BLDG
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
5959 SPRUCE CREEK RD,
PORT ORANGE, FL 32127-6722

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$47,300	\$0	\$1,000	N/A	\$431.00
B: INCREASED COVERAGE	\$52,000	N/A	\$1,000	N/A	\$444.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Renewal Date: 9/14/18

Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**
Insured: CITY OF PORT ORANGE
To be paid by: Insured

Option A ☒ \$431.00
Option B ☐ \$444.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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09 1150077387 09

8/07/18

IMPORTANT MESSAGES

1. The HFIAA surcharge is required by FEMA for every policy as part of section 1308 of the Homeowners Flood Insurance Affordability Act (HFIAA). The surcharge applied to your policy is \$25 for a verified primary residence or \$250 for a non-primary residence. If your primary residence status has changed, please contact your agent listed below.
2. Provided your payment is received within 30 days of the expiration of your policy, it will be renewed without a lapse in coverage. Any payment received after the 30 day grace period and prior to 90 days will still renew your policy, however, there will be a 30 day waiting period for coverage to become effective. The 30 day waiting period begins the day the premium is received. If more than 90 days have passed since expiration, a new application must be submitted.
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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
1763325
8/07/18

2000 11523 FLD RGLR

Policy Number
09 1150077388 09

Expiration Date
9/14/18

Date of Notice
8/07/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
SHELTER REC BLDG
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: AE
Current Zone: X

Property Address:
5959 SPRUCE CREEK RD,
PORT ORANGE, FL 32127-6722

CRS Discount: 25%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$50*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$31,800	\$0	\$1,000	N/A	\$378.00
B: INCREASED COVERAGE	\$35,000	N/A	\$1,000	N/A	\$386.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



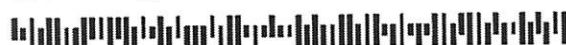
Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$378.00
Option B ☐ \$386.00

P.O. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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8/07/18

IMPORTANT MESSAGES

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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118

1763450

7/20/18

2000 11523 FLD PREF

Policy Number
09 1151090449 05

Expiration Date
9/14/18

Date of Notice
7/20/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
MAINTENANCE BUILDING
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
817 OAK ST,
MAINTENANCE BLDG
PORT ORANGE, FL 32127-4331

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$150,000	\$50,000	\$1,250	\$1,250	\$1,330.00
B: INCREASED COVERAGE	\$200,000	\$100,000	\$1,250	\$1,250	\$1,678.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE

To be paid by: Insured

Renewal Date: 9/14/18

Option A ☒ \$1,330.00
Option B ☐ \$1,678.00

PO. Box 33070
St. Petersburg, FL 33733-8070



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7/20/18



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7/20/18

IMPORTANT MESSAGES

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9. Our records show you are the building or unit owner at the address listed on the front of this notice. If you are not the owner and are a tenant, please contact your agent to update your policy.





Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
4664449
8/08/18

2000 11523 FLD PREF

Date of Notice
8/08/18

Policy Number
09 1151283734 03

Expiration Date
10/03/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
817 OAK ST BLDG 21,
RECLAIM PUMP STATION
PORT ORANGE, FL 32127-4331

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

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If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$250,000	\$100,000	\$1,250	\$1,250	\$1,799.00
B: INCREASED COVERAGE	\$300,000	\$150,000	\$1,250	\$1,250	\$2,087.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



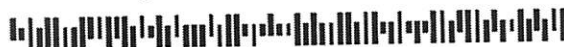
Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 10/03/18

Option A ☒ \$1,799.00
Option B ☐ \$2,087.00

PO. Box 33070
St. Petersburg, FL 33733-8070



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Insured

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Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

WFL 99.023 0118
4664500
8/08/18

2000 11523 FLD PREF

Date of Notice
8/08/18

Policy Number
09 1151283731 03

Expiration Date
10/03/18

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144

Renewal Notice

Payor: Insured

Rated Zone: X
Current Zone: X

Property Address:
817 OAK ST BLDG 23,
DENITIRIFATION BLDG
PORT ORANGE, FL 32127-4331

CRS Discount: 0%
HFIAA Surcharge: \$250*
Federal Policy Fee: \$25*

Please make your renewal payment on or before the expiration date shown above. Premium payments can be made via either credit card or electronic funds online through our website: <http://www.myfloodpayment.com> or, if paying by check, see the instructions on the remittance coupon below.

Payment received more than 90 days after expiration may result in a loss of eligibility for Pre-FIRM subsidized rates, grandfathering, and/or Newly Mapped.

If the coverage amount(s) shown under Option A or the payor listed above is incorrect, please contact your agent.

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	\$500,000	\$100,000	\$1,250	\$1,250	\$2,246.00
B: INCREASED COVERAGE	\$500,000	\$150,000	\$1,250	\$1,250	\$2,406.00

*See reverse for an explanation of the HFIAA surcharge as well as other important billing information.

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



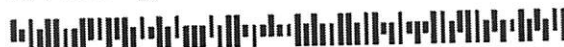
Please **WRITE POLICY NUMBER ON CHECK**
and make payable to: **Wright National Flood Insurance Company**

Insured: CITY OF PORT ORANGE
To be paid by: Insured

Renewal Date: 10/03/18

Option A ☒ \$2,246.00
Option B ☐ \$2,406.00

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* PREF 091151283731 03 00224600 RE 0240600 7

07028360911512837311822002

00000

Insured

01761



**Wright National Flood Insurance
Policy Summary
Broker: Brown and Brown - Daytona Beach**

POLICY NUMBER	STREET ADDRESS	EFFECTIVE DATE	FLOOD ZONE	FY18 Premium	FY19 Premium	Change from FY18
09 1150077010 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - PUBLIC WORKS	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 3,097.00	\$ 3,097.00	\$ -
09 1150077011 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - STORAGE - THE PALACE	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,510.00	\$ 1,510.00	\$ -
09 1150077012 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - PUBLIC UTILITY OFFICE	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 2,406.00	\$ 2,406.00	\$ -
09 1150077013 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - STORAGE BAYS	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,510.00	\$ 1,510.00	\$ -
09 1150077014 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - OFFICE BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 2,973.00	\$ 2,973.00	\$ -
09 1150077367 09	817 OAK ST, PORT ORANGE, FL 32127 - MASTER LIFT STATION	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 3,090.00	\$ 3,218.00	\$ 128.00
09 1151626925 01	817 OAK ST, PORT ORANGE, FL 32127 - LAB BUILDING	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,991.00	\$ 1,991.00	\$ -
09 1151626926 01	817 OAK ST, PORT ORANGE, FL 32127 - COLLECTIONS SYSTEM OFFICE	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,991.00	\$ 1,991.00	\$ -
09 1150077370 09	817 OAK ST, PORT ORANGE, FL 32127 - OLD LIFT STATION	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 931.00	\$ 931.00	\$ -
09 1150077371 09	817 OAK ST, PORT ORANGE, FL 32127 - PLANT STORAGE BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 683.00	\$ 694.00	\$ 11.00
09 1151626927 01	817 OAK ST, PORT ORANGE, FL 32127 - CONTROL OFFICE BLDG	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,991.00	\$ 1,991.00	\$ -
09 1150077374 09	817 OAK ST, PORT ORANGE, FL 32127 - GENERATOR BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 487.00	\$ 487.00	\$ -
09 1150077375 09	817 OAK ST, PORT ORANGE, FL 32127 - ELECTRICAL BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 673.00	\$ 676.00	\$ 3.00
09 1150077376 09	817 OAK ST, PORT ORANGE, FL 32127 - GENERATOR BLDG #2	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 482.00	\$ 482.00	\$ -
09 1151538468 01	4790 S RIDGEWOOD AVE, PORT ORANGE, FL 32127 - ADULT ACTIVITY CNTR	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 2,246.00	\$ 2,246.00	\$ -
09 1150077378 09	3840 S RIDGEWOOD AVE, PORT ORANGE, FL 32129 - ART HAUS BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 2,057.00	\$ 2,119.00	\$ 62.00
09 1150077379 09	407 VIRGINIA AVE, PORT ORANGE, FL 32127 - GARAGE	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 666.00	\$ 677.00	\$ 11.00
09 1150077381 09	3738 HALIFAX DR, PORT ORANGE, FL 32129 - PRESCHOOL	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 3,374.00	\$ 3,494.00	\$ 120.00
09 1150077382 09	4200 S RIDGEWOOD AVE, PORT ORANGE, FL 32127 - FIRE STATION 1	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 1,667.00	\$ 1,698.00	\$ 31.00
09 1150077383 09	5839 TRAILWOOD DR, PORT ORANGE, FL 32127 - PARKS & RECREATION BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 4,800.00	\$ 2,758.00	\$ (2,042.00)
09 1150077384 09	740 COMMONWEALTH BLVD, PORT ORANGE, FL 32127- ALUM FEED BLDG 1	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 1,157.00	\$ 781.00	\$ (376.00)
09 1150077385 09	740 COMMONWEALTH BLVD, PORT ORANGE, FL 32127	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 2,356.00	\$ 2,409.00	\$ 53.00
09 1150077386 09	4668 S PENINSULA DR, PONCE INLET, FL 32127 - LIFT STATION	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: AE	\$ 1,609.00	\$ 1,694.00	\$ 85.00
09 1150077387 09	5959 SPRUCE CREEK RD, PORT ORANGE, FL 32127 - ALL CHILDRENS PARK RR BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 431.00	\$ 431.00	\$ -
09 1150077388 09	5959 SPRUCE CREEK RD, PORT ORANGE, FL 32127 - SHELTER REC BLDG	09.14.2018 - 09.14.2019	Rated Zone: AE Current Zone: X	\$ 378.00	\$ 378.00	\$ -
09 1151090449 05	817 OAK ST, PORT ORANGE, FL 32127 - MAINTENANCE BLDG	09.14.2018 - 09.14.2019	Rated Zone: X Current Zone: X	\$ 1,330.00	\$ 1,330.00	\$ -
Total for 09.14.2018 (FY18)				\$ 45,886.00	\$ 43,972.00	\$ (1,914.00)
						\$ -
09 1151283731 03	817 OAK ST, PORT ORANGE, FL 32127 - BLDG 23 - DENITIRIFATION BLDG	10.03.2018 - 10.03.2019	Rated Zone: X Current Zone: X	\$ 2,246.00	\$ 2,246.00	\$ -
09 1151283734 03	817 OAK ST, BLDG 21, PORT ORANGE, FL 32127 - RECLAIM PUMP STATION	10.03.2018 - 10.03.2019	Rated Zone: X Current Zone: X	\$ 1,799.00	\$ 1,799.00	\$ -
Total for 10.03.2018 (FY19)				\$ 4,045.00	\$ 4,045.00	\$ -
						\$ -
09 1150295534 __	6027 CENTRAL PARK BLVD, PORT ORANGE, FL 32127	04.12.2019 - 04.12.2020	Rated Zone: X Current Zone: __	\$ 2,246.00	\$ 2,291.00	\$ 45.00
Total for 04.12.2018 (FY19)*				\$ 2,246.00	\$ 2,291.00	\$ 45.00
Option A - Current Coverage						
*Renewal Notice Pending - FY19 Premium estimated based on a 2% increase over FY18 premiums				\$ -		



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B7b) Approval of the Intent to Award ITB 18-28 Police Evidence Room Renovations and HVAC Upgrades to A.G. Pifer

DEPARTMENT: Police Services

GOAL: Intent to Award the bid to A. G. Pifer as the lowest bid for a qualified General Contractor to complete the services.

RECOMMENDED MOTION: Move to approve contract with AG Pifer in the amount of \$\$321,817.44; and upon the City Attorney's approval of the contract documents, to authorize the Mayor and City Clerk to execute the documents.

SUMMARY: The City staff and the contracted project engineer (DJ Design) recommends the City award this bid to AG Pifer. AG Pifer was the lowest responsible bidder. This is a very important project and the repairs are urgently needed.

Project No.: CIP011
CIP011

Funding Account No.: 314-1000-521-63-97
317-1000-519-63-97

ATTACHMENTS:

1.	ITB 18-28 Tabulation Sheet (08-03-18)	ITB 18-28 Tabulation Sheet (08-03-18).pdf
2.	ITB 18-28 NOTICE OF INTENT TO AWARD (07-3-18)	ITB 18-28 NOTICE OF INTENT TO AWARD (07-3-18).pdf

Aaron McIlrath
William Proctor
Thomas Grimaldi
James Tillman
Nadia Todor
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 08/09/2018
Approved - 08/09/2018
Approved - 08/13/2018
Approved - 08/13/2018
Approved - 08/14/2018
Approved - 08/21/2018
Approved - 08/23/2018
Approved - 08/23/2018
Final Approval - 08/24/2018



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #18-28
ITB TITLE: POLICE EVIDENCE ROOM RENOVATIONS AND HVAC UPGRADES
OPENING DATE/TIME: August 3, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		AIR MECHANICAL CORP	A.G. PIFER INC	A.M. WEIGEL CONSTRUCTION INCORPORATED	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 – Vendor’s Acknowledgement	YES	YES	YES	
3	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	
4	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	
5	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	
6	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7– Statement of Vendor’s Qualifications	YES	YES	YES	
8	Form 7.8 – Prof.References for Previous Experience	YES	YES	YES	
9	Form 7.9 – Local Business Affidavit of Eligibility	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	
11	Attachment 1 –Bid Proposal	YES	YES	YES	
12	Bid Bond	YES	YES	YES	
13	Copy of General Contractors License	YES	YES	YES	
1 Original & 1 Electronic Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	YES	
TOTAL BASE BID		\$ 337,000.00	\$ 321,817.44	\$ 377,581.00	\$ -
WARRANT MATERIALS FOR:		1 YEAR	1Year Labor	N/A	

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Joe Castro, Buyer



NOTICE OF INTENT TO AWARD

ITB #18-28 POLICE EVIDENCE ROOM RENOVATIONS

August 8, 2018

On August 3 2018, purchasing received Three (3) proposals for ITB #18-28 Police Evidence Room Renovations.

After review of the proposals submitted, City Staff has made its recommendation to award to A.G. Pifer Of Daytona Beach , Florida in the amount of \$321,817.44.

Recommendation to Award will be presented for City Council approval on September 4 , 2018.

**David Battaglia
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B7c) Approval of Change Order #2 to A.G. Pifer for the City Annex Renovation project

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Change order #2 with AG Pifer construction Inc. and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: A.G. Pifer Construction Inc. is requesting change order #2 in the amount of \$29,258.98 and 25 more days added to the contract excluding Christmas and New Years days. The change order is for additional IT work required for the additional offices due to the merge of Public Works and Public Utilities, additional electrical for cameras and card readers. It also includes additional steel work, HVAC curb adjustments, metal roof replacement and additional drywall for walls and drains. Please see attached list for complete detail. Our architect from DJ Design and staff concur with the requested changes. Staff recommends approval and funding is available through a budget transfer from contingency.

Project No.: AI0014 Funding Account No.: 317-1000-519.62-00

ATTACHMENTS:

1.	Change Order No 2	Change Order No 2 - AG Pifer.pdf
2.	CO2council	CO2council.pdf
3.	executedcontract&NTP	executedcontract&NTP.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 08/07/2018
Approved - 08/07/2018
Approved - 08/13/2018
Approved - 08/22/2018
Approved - 08/22/2018
Final Approval - 08/22/2018

CHANGE ORDER NO. 2
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor

Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: 31 Days C/O #1
Contract Price prior to this Change Order: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	Contract Completion Date prior to this Change Order: Substantial Completion: October 12, 2018 Final Completion: December 12, 2018
Net Increase (decrease) of this Change Order No. 2 \$ 29,258.98	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 25 Days Excludes: Christmas Day 2018 New Year's Day 2018
Contract Price with all approved Change Orders: \$1,947,299.49	Contract Times with all approved Change Orders: Final Completion: January 8, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 25 days to complete project due to the additional structural work and construction procedures required and revealed during the demolition phase, as well as additional Electrical costs for camera and card reader, conduit installation, Additional change to contract cost not to exceed \$ 29,258.98. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,947,299.49. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

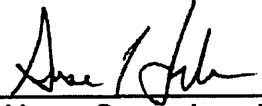
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Susan Lovallo
Title: Parks & Recreation Director

Date Signed: 8-7-18

RECOMMENDED BY:

N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

Date Signed: _____

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

July 31st, 2018

Page 1 of 2

City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

Change Order #6R

1. Additional cost for the structural steel work required for the New HVAC roof curb units. This cost was made aware upon completion of the work performed. Change Order #4-2R shows an estimated cost of \$2,900.00. This cost will be deducted from the invoice received from Atlantic Central Enterprises. No contractor fees will be added for good faith measure, however payment and performance bond will be required to be added.

Total cost from Atlantic Central Enterprises.....	\$ 5,170.80
Deductive cost submitted with Change Order #4-2R.....	(\$ 2,900.00)
General Conditions with insurances.....	\$ N/C
Increased cost to P&P Bond.....	\$ 45.42
Cost increase for item #1.....	\$2,316.22 ✓

2. Electrical Outlets and IT chases for new walls and changes to Room # 102, 103, 104, 106, 121, 127, and 124.

Total cost from Giles Electric.....	\$ 8,861.00
General Conditions with insurances.....	\$ 1,063.32
Increased cost to P&P Bond.....	\$ 177.22
Cost increase for item #2.....	\$10,101.54 ✓

3. Additional cost to remove and replace corroded metal roof decking with (2) 10' sheets of 20 gauge metal decking.

Labor cost from Anytime Embeds Inc.....	\$260.00
Material cost from Anytime Embeds Inc.....	\$240.00
General Conditions with insurances.....	\$ 60.00
Increased cost to P&P Bond.....	\$ 10.00
Cost increase for item #3.....	\$570.00 ✓

4. Additional cost for metal framing and drywall for roof drain wraps at two (2) locations. Added drywall to areas that were scheduled to be existing finishes on walls in rooms 101, 102, 114, 116, 117, 120, 122, 125, 132, and 144. Added ½" "Z" furring electrical chase at second large conference room.

Cost from Colson Corporation.....	\$ 9,580.00
General Conditions with insurances.....	\$ 1,149.60
Increased cost to P&P Bond.....	\$ 191.60
Cost increase for item #4.....	\$10,921.20 ✓



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

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July 31st, 2018

Page 2 of 2

City of Port Orange
Dorothy L. Hukill City Annex
1395 Dunlawton Avenue
Port Orange FL 32128
Attention: Susan Lovallo
Project #17-37 / Architect's #02345.03

5. Additional cost for camera and card reader conduit installation at locations per Site Meeting on 07/18/18 and attached plan with locations labelled.

Cost from Giles Electric.....	\$ 4,693.00
General Conditions with insurances.....	\$ 563.16
Increased cost to P&P Bond.....	\$ 93.86
Cost increase for item #5.....	\$ 5,350.02 ✓

Total Cost Increase for Items #1 through #5.....	\$29,258.98 ✓
Total Time Increase for Items #1 through #5.....	25 Days

Susan and Dana,

Please review the items stated above in this change order #4-2R, and contact us with any questions.
It is a pleasure to be of service to you and the City of Port Orange.

Anthony Gregg Pifer, president

CHANGE ORDER NO. 2
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor

Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,918,040.51	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
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Net Increase (decrease) of this Change Order No. 2 \$ 29,258.98	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 25 Days Excludes: Christmas Day 2018 New Year's Day 2018
Contract Price with all approved Change Orders: \$1,947,299.49	Contract Times with all approved Change Orders: Final Completion: January 8, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 25 days to complete project due to the additional structural work and construction procedures required and revealed during the demolition phase, as well as additional Electrical costs for camera and card reader, conduit installation, Additional change to contract cost not to exceed \$ 29,258.98. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,947,299.49. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Susan Lovallo
Title: Parks & Recreation Director

Date Signed: 8-7-18

RECOMMENDED BY:

N/A
City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

Date Signed: _____

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Susan Lovallo Director

Parks & Recreation

4655 City Center Circle, Port Orange, FL 32129

Phone: (386) 506-5852 Fax: (386) 756-5351

slovallo@port-orange.org

Issued To: A.G.Pifer Construction Co. Inc.

3629 Old Deland Road

Daytona Beach, FL 32124

386-257-4448

agpcon@bellsouth.net

PROJECT TITLE: City Annex Renovation

BID NO. RFP 17-37

This **Notice to Proceed** to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the **City of Port Orange** and **A.G Pifer Construction Co. Inc.** dated December 12th, 2017. The effective date of this Notice to Proceed is **January 15th, 2018**, to allow 270 calendar days for work to be **substantially completed by October 12th, 2018** and 30 days thereafter for the entire project to be **100 % completed on November 11th, 2018**.

Please sign acknowledging and agreeing to the contents of this Notice to Proceed and return this form to the attention of the City Department Representative at the above address.

Congratulations on your efforts and we look forward to working with your company.

City Project Manager: Susan Lovallo Parks & Recreation Director
4655 City Center Circle, Port Orange, FL 32129
386-506-5852
slovallo@port-orange.org

All future correspondence or requests for changes to the contract must be addressed to the City's Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 10 day of January, 2018

By: Signature: [Signature]

Title: Parks and Recreation Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: A.G. Pifer Construction Co. Inc.

This 10 day of January, 2018

By: Signature: [Signature]

Title: Pres.

Executed copy

 AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Seventeen.

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

and the Contractor:

(Name, address and other information)

A.G. PIFER CONSTRUCTION COMPANY, INC.
3629 Old DeLand Road
Daytona Beach, FL 32124

for the following Project:

(Name, location and detailed description)

ITB 17-37 City Annex Renovation
At City Annex
1395 Dunlawton Avenue
Port Orange, FL

The Architect:

(Name, address and other information)

DJ DESIGN SERVICES, INC.
913 North Nova Road
Holly Hill, FL 32117

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.



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(1417049174)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement listed on Exhibit "A", other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

January 15, 2017

The Sales Tax Certificate required in Section 8.6.3 below shall be provided to the Owner prior to commencement of the Work.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the Work not later than October 12, 2018 and Final Completion on November 11, 2018.

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages shall be assessed against Contractor in the amount of \$100 per day for each day Contractor exceeds the Substantial Completion date required in §3.3 above.

ARTICLE 4 CONTRACT SUM

✓ § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Eighteen Thousand Forty and 51/100 Dollars (\$1,918,040.51), including Alternate 2 and Alternate 4a totaling \$10,135.00 and Allowance listed in §4.4 (unforeseen conditions allowance (\$158,370.32)), subject to additions and deductions as provided in the Contract Documents.

✓ § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

✓ Alternate 2: \$4,287.00

✓ Alternate 4A: \$5,848.00

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Unforeseen conditions excluding Work that changes scope and time, including Alternate 4b at \$25 per lineal foot.	\$158,370.31

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Contractor shall provide to the Owner fully executed *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights*, and *Contractor's Affidavit of Outstanding Accounts* at the time each Application for Payment is submitted. Based upon Applications for Payment submitted to the Architect by the Contractor in the form attached as Exhibit "C" and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Copies of the required *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights*, and *Contractor's Affidavit of Outstanding Accounts* are attached as Composite Exhibit "D".

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by Owner;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, as modified by Owner.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201-2007, as modified by Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

Init.

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as modified by Owner.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

No reduction of retainage below ten percent (10%) before Substantial Completion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as modified by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 a certificate signed by the Contractor certifying that all taxes required to be paid by the Contractor pursuant to the Agreement have been paid by the Contractor.

§ 5.2.2 The Owner's final payment to the Contractor shall be made within thirty (30) days of compliance with all Contract requirements.

§ 5.2.3 At closeout, Contractor shall complete the *Contract Completion Checklist*, a copy of which is attached hereto as Exhibit "E", and shall provide to the Owner all items required thereon as a condition precedent to final payment being due from the Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, as modified by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's action, subject to recommendation to Owner, and Owner approval prior to action.

§ 6.2 BINDING DISPUTE RESOLUTION

The method of dispute resolution shall be as follows:

✓ Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

Init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007, as modified by Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted)

Interest on payments due and unpaid under the Contract: N/A

§ 8.3 The Owner's representative:

(Name, address and other information)

Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, FL 32129
Telephone: (386) 506-5850
E-Mail: slovallo@port-orange.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

✓ Anthony Gregg Pifer, President
3629 Old DeLand Road
Daytona Beach, FL 32124
Telephone: (386) 257-4448
E-mail: agpcon@bellsouth.net

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 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; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

§ 8.7 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.

§ 8.8 CONTRACT CONSTRUCTION

This Contract 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 Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this Contract.

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§ 8.9 OTHER PROVISIONS

§ 8.9.1 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release to Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.9.2 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

§ 8.9.3 SALES TAX CERTIFICATES

Prior to commencement of the Work, Contractor shall provide to Owner a current and up to date Sales Tax Certificate required by state or local laws in the jurisdiction where the Project is located allowing the Contractor to collect sales taxes on taxable sales and to issue and accept sales tax exemptions on exempt sales. For purposes of this provision, Sales Tax Certificate means such certificate, certificate of authority, permit, license or certificate of registration required by the state and local jurisdictions in which the project is located. Current Sales Tax Certificates shall be provided throughout the Project if the initial Sales Tax Certificate has expired.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" to "F".

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	September 28, 2017	2

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Addendum No. 2	October 17, 2017	3
Addendum No. 3	October 27, 2017	3
Addendum No. 4	October 30, 2017	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

(Paragraphs deleted)

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007, as modified by Owner, provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Exhibit "A" - Scope of Work, Specifications, Contract Drawings, General Conditions and Portions of the Bid Documents
- Exhibit "B" - Start and Completion Schedule
- Exhibit "C" - Application for Payment
- Exhibit "D" - Waiver and Partial Releases, Final Waivers and Releases of Liens, Contractor's Affidavit of Outstanding Accounts, Contractor's Final Payment Affidavit
- Exhibit "E" - Contract Completion Checklist
- Exhibit "F" - Performance Bond and Payment Bond

ARTICLE 10 INSURANCE AND BONDS

If required by Owner, the Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, as modified by Owner.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007, as modified by Owner.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Comprehensive General Liability Policy; including but not limited to owners and contractors protective liability and products and completed operations coverage.	Minimum of \$500,000 per occurrence; \$1,000,000 general aggregate, combined single limit
Business Auto Policy	Minimum of \$100,000 each per person, \$300,000 per occurrence for bodily injury or \$500,000 combined single limit for bodily injury and property damage. Additional coverage for non-owned, hired car
Property Insurance, Builder's Risk	Buildings - Completed value of contract; "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner names as insured AIMA
Workers' Compensation Insurance	Statutory - All States (Broad Form Voluntary Compensation)
Payment and Performance Bonds	\$1,918,040.51

init.

This Agreement entered into as of the day and year first written above.

CITY OF PORT ORANGE, FLORIDA

OWNER (Signature)

Donald O. Burnette, Mayor
(Printed name and title)

A.G. PIER CONSTRUCTION CO., INC.

CONTRACTOR (Signature)

Anthony Gregg Fier, President
(Printed name and title)

Attest:

By:

Robin Fenwick, CMC
Port Orange City Clerk

init.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B7d) Approval of the Fifth Amendment to Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve the Fifth Amendment to Agreement with the County of Volusia regarding the Provision of Fire Suppression Services to a certain service area.

SUMMARY: Attached is an agreement to provide fire protection to certain enclave areas of Volusia County within Port Orange that POFR has historically provided fire protection to.

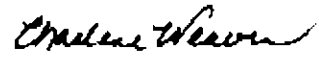
Project No.: Funding Account No.:

ATTACHMENTS:

1.	PO Fire Agreement	PO Fire Agreement.pdf
2.	Fifth Amendment to Port Orange Agreement - rev 2018	5th Amendment to Fire Suppression Agreement .pdf

Krista Williams
Ken Fustin
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 07/20/2018
Approved - 08/23/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

Date: 01/24/2013		AGENDA ITEM		Item: 16
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Public Protection Division: Fire Services				
Subject: Agreement Between the City of Port Orange and the County of Volusia for the Provision of Fire Suppression to areas adjacent to or surrounded by the city.				
George Recktenwald Interim Director Public Protection 		Legal Daniel D. Eckert County Attorney Director Legal Department 	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
Mark Piland Director Fire Services	Juan Godoy Approved as to Budget Requirements	Approved as to Form and Legality		
Council Action:				
Modification:				
Fund Number(s):		Description:		Amount:
140 Fire Services		540-1000-8100-Agreement Between the City of Port Orange and the County of Volusia for the Provision of Fire Suppression To Certain Service Areas.		\$35,700.00
Total Item Budget: \$35,700.00				
Staff Contact(s):		Phone:	Ext.	
George Recktenwald, Director		386 740 5120	12904	
Mark Piland, Fire Chief/Division Director		386 736 5940	12918	
Summary/Highlights: The Fiscal Year 2012/13 Operating Budget allocates funds for fire suppression and rescue service agreements with various municipal agencies. A brief description is provided below. The County of Volusia and the City of Port Orange have renegotiated the contract for Fire Suppression Service for specific service areas as provided in Addendum A of the agreement. This agreement shall commence retroactively on October 1, 2012. The County of Volusia will pay the City of Port Orange the sum of \$7,140 per month by the 15th day of each month during the term of this Agreement.				
Recommended Motion: Approval				

**AGREEMENT BETWEEN
THE CITY OF PORT ORANGE
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A CERTAIN SERVICE
AREA**

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**AGREEMENT BETWEEN
THE CITY OF PORT ORANGE
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES
TO A CERTAIN SERVICE AREA**

THIS AGREEMENT is entered into by and between the City of Port Orange, a municipal corporation under the laws of the State of Florida, with administrative offices located at 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter referred to as PORT ORANGE, and the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, FL 32720-4613, hereinafter referred to as VOLUSIA, pursuant to Chapters 125 and 163 of the Florida Statutes, (2012).

RECITALS

WHEREAS, each party presently maintains and operates fire service agencies which provide FIRE SUPPRESSION SERVICES with associated equipment and personnel; and

WHEREAS, the parties hereto recognize and agree that for the mutual benefit of each party it is desirable to enter into this Agreement to provide FIRE SUPPRESSION SERVICES in the designated SERVICE AREA; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 125 and Chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, VOLUSIA and PORT ORANGE are each desirous of maintaining the high level of competent FIRE SUPPRESSION SERVICES in conjunction and harmony with the respective policies of sound fiscal management of each; and

WHEREAS, VOLUSIA and PORT ORANGE each see benefit to its residents in coordinated RESPONSE, depth of service, consistency of operations, and efficiency in providing FIRE SUPPRESSION SERVICES by entering into this Agreement and terminating the EXISTING CONTRACT.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, VOLUSIA and PORT ORANGE agree as follows:

ARTICLE 1 - PURPOSE AND INTENT OF AGREEMENT

1.1 The purpose and intent of this Agreement is to provide FIRE SUPPRESSION SERVICES as defined in Section 2.9 of Article 2 for the residents of unincorporated areas that exist within and adjacent to the municipal boundaries of the City of Port Orange and as identified as PO SERVICE AREA on Addendum "A", attached hereto and incorporated herein by this reference., attached hereto and incorporated by this reference. This Agreement is not intended, and shall not be construed, to in any way deprive a party of its jurisdictional powers, nor is it the intention of the parties to combine their individual agencies into a single agency or district to provide the services encompassed by this Agreement.

1.2 This Agreement shall replace the parties' EXISTING CONTRACT as defined in section 2.4.

ARTICLE 2 – DEFINITIONS

2.1 Section 46-51 Definitions of Article III of Chapter 46, Volusia County Code of Ordinances or any successors thereof are hereby incorporated by this reference.

2.2 CALL shall mean a request to PORT ORANGE for assistance in the SERVICE AREA via the 911 system, seven or nine digit telephone CALL, still alarm, visual alarm, or any other method.

2.3 EMPLOYEE shall mean an EMPLOYEE of VOLUSIA or PORT ORANGE who fills a full-time or part time budgeted position within the organizational structure of VOLUSIA or PORT ORANGE and volunteer FIREFIGHTERS of VOLUSIA or PORT ORANGE as set forth in Section 768.28(9)(b), Florida Statutes (2012).

2.4 EXISTING CONTRACT shall mean the contract entered by and between VOLUSIA and PORT ORANGE entitled Agreement Between the City of Port Orange and the County of Volusia for the Provision of Fire and Emergency Medical Services to Certain Service Areas and approved by the Volusia County Council on October 5, 2006. This Agreement was automatically renewed each year until a letter dated February 28, 2012 noticed Port Orange that the Agreement will terminate on September 30, 2012.

2.5 FIREFIGHTER shall mean a member of Volusia County Fire Services who was hired by VOLUSIA or a member of Port Orange Fire Rescue who was hired by PORT ORANGE to serve as either a full time or part time FIREFIGHTER as such term is defined in Fla. Stat. § 633.382(1)(b) (2012).

2.6 FIRE PREVENTION PROGRAMS shall mean the development and delivery of public presentations to promote and/or educate the general public in fire safety or life safety behaviors.

2.7 FIRE REPORT shall mean a written report by a member of a FIRE SUPPRESSION UNIT.

2.8 FIRE SAFETY INSPECTIONS shall mean the inspection or examination of a commercial or multi-family residential structure for the purposes of determining compliance with applicable fire and life safety codes.

2.9 FIRE SUPPRESSION SERVICES shall mean emergency fire extinguishment and abatement services and those other non-medical related services including but not limited to “citizen assists” as authorized by VOLUSIA and PORT ORANGE fire departments for a FIRE SUPPRESSION UNIT.

2.10 FIRE SUPPRESSION UNIT shall mean one Class A pumping apparatus as defined in NFPA 1901, Standard for Automotive Fire Apparatus or other adequate fire suppression apparatus capable of rendering fire suppression at the INCIDENT.

2.11 INCIDENT shall mean an emergency at a defined location that has been reported to a Public Safety Answering Point (PSAP) whether reported by telephone (including cellular phone), radios, personal observation of an emergency service provider, or any other method to which a party to this Agreement provides a RESPONSE.

2.12 ISO RATING shall mean the rating issued by the Insurance Services Office to a fire protection service for the purposes of establishing fire insurance rates.

2.13 LEVEL OF SERVICE shall mean comprehensive FIRE SUPPRESSION SERVICES provided on a twenty-four (24) hour per day basis three hundred sixty-five (365) days per year

2.14 PERSONNEL COSTS shall mean EMPLOYEE wages/compensation and all associated fringe benefit costs including, but not limited to, costs related to insurance, worker's compensation, FICA, pension and pension benefits, overtime, and education.

2.15 PRE-INCIDENT PLAN shall mean a written document resulting from gathering general and detailed information/data to be used by public emergency RESPONSE agencies and private industry for determining the RESPONSE to reasonable anticipated emergencies at a specific facility.

2.16 RESPONSE shall mean a party to this Agreement having a unit or units en route to an INCIDENT through the time the unit or units return to service after the INCIDENT.

2.17 SERVICE AREA shall mean only the unincorporated area of VOLUSIA County within and/or adjacent to the municipal boundaries of the City of Port Orange and as identified as such PO SERVICE AREA on the map attached as Addendum "A" and within which PORT ORANGE agrees to provide FIRE SUPPRESSION SERVICES.

ARTICLE 3 - SCOPE OF SERVICES

3.1 SERVICE AREA

3.1.1 FIRE SUPPRESSION SERVICE as defined in Section 2.9 and described in Article 4 and Article 7 of this Agreement shall be provided to VOLUSIA in the SERVICE AREA by PORT ORANGE.

3.1.2 PORT ORANGE shall provide to VOLUSIA a LEVEL OF SERVICE that is at a standard corresponding to, and not less than, the LEVEL OF SERVICE provided to VOLUSIA in the area described as SERVICE AREA immediately prior to the execution of this Agreement. PORT ORANGE will provide a minimum of two (2) FIREFIGHTERS on duty to operate and respond with the FIRE SUPPRESSION

UNIT. Except as otherwise hereinafter specifically set forth, the LEVEL OF SERVICE shall encompass all those duties and functions of comprehensive fire protection of the type coming within the jurisdiction of, and customarily rendered by Volusia County Fire Services.

3.1.3 At all times during the term of this Agreement, PORT ORANGE shall maintain statistical information for the SERVICE AREA and shall provide VOLUSIA with written reports as requested. Requests for written reports will not be more frequent than monthly regarding RESPONSE times, INCIDENT reports, number and types of CALLS, estimated dollar loss due to fire, ISO RATING information, staffing levels, and false alarm RESPONSE information. RESPONSE times for each INCIDENT shall be maintained, which shall include but not be limited to the following: the time CALL received by the dispatch center; the time the FIRE SUPPRESSION UNIT is dispatched; time the FIRE SUPPRESSION UNIT begins RESPONSE; the time the FIRE SUPPRESSION UNIT arrives on the scene; and the time the FIRE SUPPRESSION UNIT is available for service.

3.1.4 FIRE REPORTS shall be generated and maintained by PORT ORANGE for the SERVICE AREA and such reports shall be made available to VOLUSIA for review at all times upon reasonable notice subject to any and all Florida and/or federal laws and/or regulations requiring confidentiality.

3.2 PRE-INCIDENT PLANS

On the effective date of this Agreement, PORT ORANGE has all PRE-INCIDENT PLANS, if any exist, for structures existing at the time this Agreement is executed. Within thirty (30) days of the execution of the Agreement, PORT ORANGE shall provide a copy to VOLUSIA of any existing PRE-INCIDENT PLANS. A copy of PRE-INCIDENT PLANS for any new building and any updates to existing PRE-INCIDENT PLANS by PORT ORANGE within the SERVICE AREA shall be automatically provided to VOLUSIA within thirty (30) days of completion.

3.3 FIRE PREVENTION SERVICES

Each party will continue to provide FIRE SAFETY INSPECTIONS and FIRE PREVENTION PROGRAMS, within that party's respective jurisdiction. However, at its sole discretion PORT ORANGE may provide FIRE PREVENTION PROGRAMS in the

SERVICE AREA when determined necessary and/or appropriate for the safety and well being of citizens and/or FIREFIGHTERS.

ARTICLE 4 - CONCEPT OF OPERATIONS

4.1 PORT ORANGE will provide FIRE SUPPRESSION SERVICES and other fire protection service described in Article 3, Scope of Services. FIRE SUPPRESSION SERVICES will consist of PORT ORANGE providing and responding to the initial alarm for all emergencies in the SERVICE AREA in the same manner that PORT ORANGE responds to an emergency within the city boundary. RESPONSES by additional FIRE SUPPRESSION UNITS, as needed, into the SERVICE AREA may originate from other municipal fire stations or Volusia County fire stations as mutually agreed by the parties, and reflected on the run cards, or under the Interlocal Agreement for Fire and/or Rescue Service Mutual Aid within Volusia County, Florida.

4.2 PORT ORANGE shall continue to provide EMS CLOSEST UNIT RESPONSE in accordance with Chapter 46, Section 46-92(b)(8) of the Volusia County Code of Ordinances, and not as a part of this Agreement.

ARTICLE 5 - MAINTENANCE OF ABILITY AND CERTAIN RESPONSIBILITIES

5.1 At no cost to VOLUSIA, PORT ORANGE shall maintain for the benefit of VOLUSIA within the SERVICE AREA, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the LEVEL OF SERVICE to be rendered hereunder. Compensation to PORT ORANGE shall be only as provided in Article 8 Fees for Service.

5.2 PORT ORANGE shall furnish the necessary personnel, equipment, vehicles, resources, and facilities in order to render services to VOLUSIA in accordance with the terms of this Agreement. All FIREFIGHTERS provided by PORT ORANGE to comply with the terms of this Agreement shall meet and possess minimum standards for FIREFIGHTERS as defined by Florida Statute 633.

5.3 PORT ORANGE shall be "the employer" of all PORT ORANGE EMPLOYEES providing services under this Agreement and shall be solely responsible for all PERSONNEL COSTS as defined in Section 2.14 together with the collective

bargaining relationship, training, discipline, unemployment compensation, civil service, or any other EMPLOYEE benefit, right or privilege granted by operation of law, or otherwise, to the officers and EMPLOYEES of PORT ORANGE and any other status or right which such officers and EMPLOYEES of PORT ORANGE may have. Additionally, PORT ORANGE shall remain responsible for all duty assignments, direction, supervision, work and vacation scheduling, and discipline of EMPLOYEES, and all other similarly related personnel matters.

5.4 All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers compensation and other benefits which apply to activity of the officers or EMPLOYEES of PORT ORANGE when performing their respective functions within the territorial boundaries of their respective jurisdictions shall also apply to the same degree and extent to the performance of such functions and duties in the SERVICE AREA when accomplished pursuant to this Agreement.

5.5 PORT ORANGE shall provide all fire apparatus that shall be operated by PORT ORANGE FIREFIGHTERS in the performance of duties as defined in this Agreement as well as all other equipment and apparatus necessary to comply with Section 6.1. PORT ORANGE shall be responsible for all costs associated with repair, replacement, maintenance, and operation of all equipment and apparatus.

5.6 All liability arising out of this Agreement for injury to PORT ORANGE personnel and for loss or damage of PORT ORANGE equipment, vehicles, apparatus, and other property shall be borne by PORT ORANGE as between the two parties of this Agreement.

5.7 Complaints regarding the quality of service and standards of performance by PORT ORANGE under this Agreement shall be reported to both the Fire Chief of Port Orange, and the Fire Chief of Volusia County within twenty-four (24) hours of receipt of the complaint.

ARTICLE 6 - DISPATCHING SERVICES

Both PORT ORANGE and VOLUSIA will continue to be dispatched by the Volusia County Sheriff's Office Fire and Emergency Medical Services Communications Center (SOFECC.) or any such entity as VOLUSIA designates.

ARTICLE 7 - FIRE SUPPRESSION RESPONSE

7.1 PORT ORANGE agrees to implement FIRE SUPPRESSION SERVICE protocols and procedures deemed necessary by SOFECC to carry out a CLOSEST UNIT FIRE SUPPRESSION RESPONSE plan for the SERVICE AREA as identified on the map, attached as Addendum "A".

7.2 The details of the CLOSEST UNIT FIRE SUPPRESSION RESPONSE plan shall be:

7.2.1 mutually agreed upon by VOLUSIA and PORT ORANGE;

7.2.2 subject to review upon the request of either party; and

7.2.3 consistent with SOFECC dispatch and run card protocols.

7.3 For the SERVICE AREA, the Fire Chiefs may mutually amend and/or revise the dispatch protocols, and subject to SOFECC requirements may also amend and/or revise the run cards so long as such amendment and/or revision is in writing and executed by both Fire Chiefs. If the Fire Chiefs are unable to agree on the initial dispatch protocol or any amendment thereto, the dispute shall be referred for resolution to the Volusia County Manager and the Port Orange City Manager or their respective designees. No amendment or revision under this section shall increase the annual fee.

ARTICLE 8 - FEES FOR SERVICE

8.1 VOLUSIA will pay PORT ORANGE the sum of SEVEN THOUSAND ONE HUNDRED AND FORTY (\$7,140.00) DOLLARS as a monthly fee for FIRE SUPPRESSION SERVICES into the SERVICE AREA commencing on October 1, 2012, for the term of this Agreement.

8.2 VOLUSIA shall pay the monthly fee to PORT ORANGE by the fifteenth day of each month during the term of this Agreement.

8.3 All funds for payment by VOLUSIA under this Agreement are subject to the availability of an annual appropriation for this purpose by VOLUSIA. In the event of non-appropriation of funds by the County Council of Volusia County for the services provided under the Agreement, VOLUSIA will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or

when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, notice of intent to consider cancellation shall be accepted by PORT ORANGE upon thirty (30) days prior written notice. VOLUSIA shall not be obligated under this Agreement beyond the date of termination under this paragraph related to non-appropriation funds.

ARTICLE 9 - INDEMNIFICATION

9.1 PORT ORANGE agrees, to the extent permitted by law and subject to the limitations contained in Section 768.28 Florida Statutes (2012), to indemnify hold VOLUSIA harmless from, and defend VOLUSIA against; (i) any loss, liability, damage, expense or claim arising from or resulting from the intentional and/or negligent acts or the alleged intentional and/or negligent acts of the PORT ORANGE officials, EMPLOYEES, its agents, or in connection with the performance of PORT ORANGE services enumerated within the scope of this Agreement; and (ii) any other loss, liability, damage, expense or claim which may be incurred by or asserted against VOLUSIA directly or indirectly resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any PORT ORANGE employee, agent, licensee, or invitee during the term of the Agreement. This provision is for the sole benefit of the parties hereto, and is not intended to grant indemnification, or any other, rights or interests to third parties.

9.2 PORT ORANGE does hereby agree and acknowledge that to the extent permitted by law it shall pay, when due and upon the exhaustion of available legal remedies, any judgments or claims for damages, penalties or otherwise against VOLUSIA, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description with all persons, corporate entities, political subdivisions or governmental agencies arising out of any claims of loss, liability, damage, expense or claim, including attorney's fees or costs which may be incurred by or asserted against VOLUSIA, directly or indirectly, resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any PORT ORANGE employee, agent, licensee, or invitee during the term of the Agreement.

9.3 This obligation of indemnity provided to VOLUSIA by PORT ORANGE under the terms of this Agreement shall commence on the effective date of this Agreement and shall survive the termination of this Agreement.

Agreement Between the City of Port Orange and
the County of Volusia Regarding the Provision of
Fire Suppression Services to a Certain Service Area

Page 9 of 15

9.4 Officials and EMPLOYEES of PORT ORANGE are not the agents, representatives, or EMPLOYEES of VOLUSIA relative to the duties or activities performed by them pursuant to and in furtherance of this Agreement.

9.5 Nothing in this Agreement is intended or should be construed as a waiver by either party of sovereign immunity as provided by Section 768.28 Florida Statutes (2012).

ARTICLE 10 - TERM OF AGREEMENT

10.1 This Agreement shall remain in full force and effect for a period commencing retroactively on October 1, 2012, (the effective date) and ending on February 28, 2013, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. PORT ORANGE shall commence its services to the SERVICE AREA under this Agreement on the effective date above and there shall be no lapse of service by PORT ORANGE to the portions of the SERVICE AREA for which PORT ORANGE provides service under the EXISTING CONTRACT terminated on September 30, 2012 at midnight.

10.2 The Agreement may be extended from the ending date for a mutually agreed upon period upon written notification by VOLUSIA to PORT ORANGE sixty (60) days prior to the expiration date of this Agreement that that VOLUSIA wants to extend the Agreement. Any extension of this Agreement shall be by Amendment duly executed by both parties in accordance with Article 14.

ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 PORT ORANGE acknowledges that VOLUSIA is entering into this Agreement in full reliance upon PORT ORANGE's fulfillment of the obligations herein imposed for the full term contemplated herein. However, VOLUSIA and PORT ORANGE realize that unforeseen events may occur that may cause one of the other parties or both to seek termination of this Agreement in a manner consistent with the terms described below:

11.2 In its sole discretion, PORT ORANGE may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to VOLUSIA, as provided in

Section 13.1 herein.

11.3 In its sole discretion, VOLUSIA may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to PORT ORANGE, as provided in Section 13.1 herein.

11.4 In the event of such termination, PORT ORANGE shall render such aid, coordination and cooperation to VOLUSIA as may be required for an expeditious and efficient termination of service, including the transfer of responsibility to VOLUSIA.

11.5 In the event of termination or expiration of this Agreement, VOLUSIA and PORT ORANGE shall cooperate in good faith to effectuate a smooth and harmonious transition, and to maintain during such period of transition the same high quality of FIRE SUPPRESSION SERVICE otherwise afforded to the residents of VOLUSIA and PORT ORANGE pursuant to the terms hereof.

11.6 In the event of such termination or expiration and in the event that, on the actual date that such transfer of services is to take place, Volusia is unable to provide the same LEVEL OF SERVICE of FIRE SUPPRESSION SERVICES as provided for in this Agreement, then VOLUSIA shall provide notice of its intent to extend this Agreement and upon mutual agreement this Agreement shall be extended upon all of the terms set forth herein until VOLUSIA is capable of rendering such services. Any extension exercised pursuant to this section shall not exceed twelve (12) months from the date of the start of the extension.

ARTICLE 12 – NOTICES

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be by certified mail return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

If to VOLUSIA: County Manager
Thomas C. Kelly Administration Center
123 West Indiana Avenue, Ste. 301
DeLand, FL 32720-4612

With a copy to: Public Protection Director
Historic Courthouse
125 West New York Avenue, Ste 182

DeLand, FL 32720-4612

If to PORT ORANGE: City Manager
1000 City Center Circle
Port Orange, FL 32129

With a copy to: Fire Chief
1090 City Center Boulevard
Port Orange, FL 32129

ARTICLE 13 - ENTIRE AGREEMENT

13.1 Unless otherwise amended in accordance with Article 15 hereof, this Agreement sets forth the final, complete and exclusive Agreement and understanding between VOLUSIA and PORT ORANGE relating to the subject matter hereof and supersedes all proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof.

13.2 This Agreement shall be in addition to the Interlocal Agreement for Fire and/or Rescue Service Mutual Aid within Volusia County, Florida between the parties.

13.3 Except as set forth in this Agreement, nothing in this Agreement supersedes or interferes with any other contract or agreement VOLUSIA or PORT ORANGE may have entered into heretofore with any other entities. No contractual agreements hereafter entered into by VOLUSIA or PORT ORANGE shall supersede or interfere with any of the obligations and responsibilities of the parties under this Agreement.

ARTICLE 14 – AMENDMENTS

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

ARTICLE 15 - BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon respective parties' successors.

ARTICLE 16 - GOVERNING LAW

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall, unless otherwise preempted by federal law, be governed by and determined in all respects in accordance with the laws of the State of Florida without giving effect to choice of law principles. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the parties hereto beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or which may be adopted by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 17 – VENUE

All legal proceedings brought in connection with this Agreement shall only be brought in a state court located in the State of Florida unless the cause of action is only cognizable in federal court and for which the federal court has exclusive jurisdiction. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

ARTICLE 18 - CONSTRUCTION OF TERMS

18.1 The paragraph and/or article headings/titles used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

18.2 Any term referencing time, days or period for performance shall mean calendar days and not business days, unless otherwise expressly provided herein; this includes any time or period for performance in which "day" or "days" may be implied from the language.

ARTICLE 19 - JOINT PREPARATION

This Agreement has been negotiated by the parties and by their respective counsel. This Agreement will be fairly interpreted in accordance with its terms. Any ambiguity will not be construed against the drafting party.

ARTICLE 20 – SEVERABILITY

If any provision of this Agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction or an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

ARTICLE 21 - SURVIVAL OF PROVISIONS

All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement including but not limited to Article 9 shall survive the termination of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Area, on the respective dates under each signature becoming effective on the date of the last signature retroactive to October 1, 2012.

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Kenneth W. Parker
Title: City Manager
Dated: _____

By: _____
Name: Allen Green
Title: Mayor
Dated: _____

Approved as to Form and Correctness:

City Attorney

ATTEST:

COUNTY OF VOLUSIA

By: _____
James T. Dinneen
County Manager

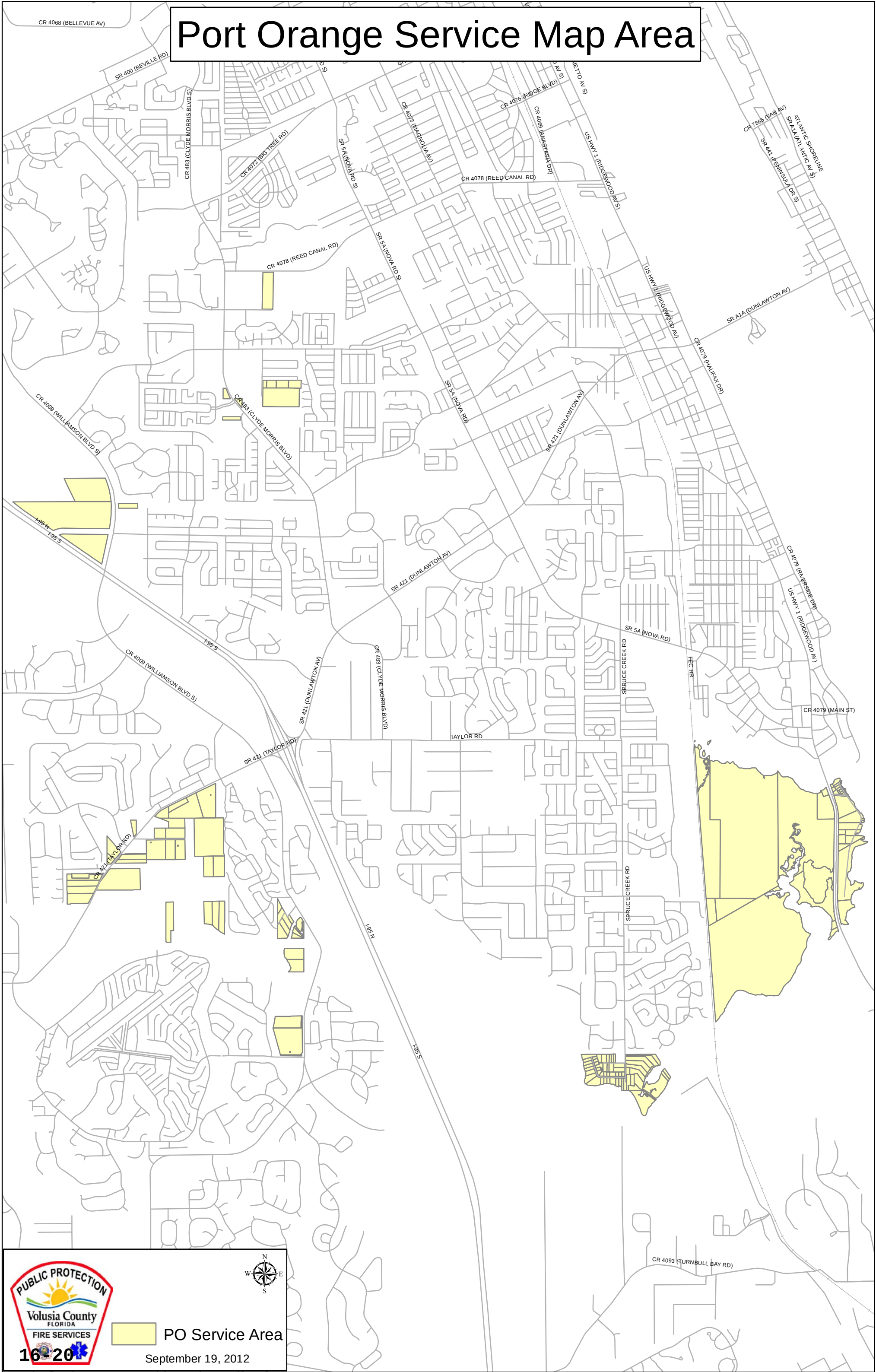
Dated: _____

By: _____
Name: Jason Davis
Title: Chair, County Council

Dated: _____

ADDENDUM A - SERVICE AREA MAP

Port Orange Service Map Area





PUBLIC PROTECTION
Volusia County
FLORIDA
FIRE SERVICES
16 20



PO Service Area

September 19, 2012

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PORT ORANGE
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A
CERTAIN SERVICE AREA**

This Fifth Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area ("Fifth Amendment") is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and a political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 ("County"), and the **CITY OF PORT ORANGE**, a municipal corporation under the laws of the State of Florida with administrative offices located at 1000 City Center Circle, Port Orange, Florida 32169 (hereinafter referred to as "Port Orange"), pursuant to Chapters 125 and 163 of the Florida Statutes (2017), and constitutes the fifth amendment to the original Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (hereinafter referred to as "Agreement.")

WITNESSETH:

WHEREAS, on October 1, 2012, County entered into the Agreement with Port Orange for fire suppression services with an expiration date of February 28, 2013; and

WHEREAS, on May 2, 2013, the parties agreed to amend the Agreement through a first amendment to the Agreement to extend the contract term from February 28, 2013, through September 30, 2013; and

WHEREAS, the parties agreed to amend the Agreement through a second amendment to amend the fees for service and to extend the contract term from October 1, 2013, to September 30, 2015; and

WHEREAS, the parties agreed to amend the Agreement through a third amendment to amend the fees for service and to extend the contract term from October 1, 2015, to September 30, 2016; and

WHEREAS, the parties agreed to amend the Agreement through a fourth amendment to amend the fees for service and to extend the contract term from October 1, 2016, to September 30, 2018; and

WHEREAS, the parties hereby agree to further amend the Agreement by this Fifth Amendment to extend the contract term to September 30, 2019.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Fifth Amendment, the receipt and sufficiency of which is acknowledged by the County and Port Orange, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Fifth Amendment and the Agreement.
2. **ARTICLE 10 – TERM OF AGREEMENT** at Section 10.1 is hereby amended to read as follows:

10.1 This Agreement shall remain in full force and effect through September 30, 2019, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.

3. This Fifth Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Fifth Amendment and the Agreement or any amendments prior in time to this Fifth Amendment, this Fifth Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to the Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: Interim County Manager
Dated: _____

By: _____
Name: Ed Kelley
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Dated: _____

By: _____
Name: Donald O. Burnette
Title: Mayor
Dated: _____

Approved as to Form and Correctness:

Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-28 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-28.

SUMMARY: *\$933,270 Advance purchase the 107' Aerial Quint Fire Apparatus in FY18 before price increase. (\$900,000 Fund 505 Lease & Replacement & \$33,270 Fund 311 Fire Impact Fee)

*\$70,000 Replace irrigation pump at Golf Course

*\$1,729,491 Extinguish Golf Course loan from the Loan Pool Fund 508

*\$81,799 Insurance Proceeds through 8/2/18 in the 504 Risk Mgmt Fund

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-28	g Bud Reso 18-28 Misc Items - CC Mtg 9-04-18.pdf
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Tracey Riehm

Lisa Pallante

Tracey Riehm

Jake Johansson

Robin Fenwick

Created/Initiated - 08/20/2018

Approved - 08/22/2018

Approved - 08/24/2018

Approved - 08/24/2018

Final Approval - 08/27/2018

RESOLUTION NO. 18-28

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS TO BUDGET FOR
TEMPORARY TRANSFERS IN THE FIRE IMPACT FEE
FUND 311 AND THE LEASE AND REPLACEMENT
FUND 505 TO FUND THE EXPEDIATED PURCHASE
OF 107' AERIAL LADDER FIRE APPARATUS; TO
BUDGET FOR THE REPLACEMENT OF AN
IRRIGATION PUMP AT CYPRESS HEAD GOLF
COURSE; TO DOCUMENT THE WRITE OFF OF A
LOAN MADE FROM THE LOAN POOL FUND TO THE
GOLF COURSE FUND FOR RENOVATIONS; AND TO
BUDGET FOR INSURANCE PROCEEDS RECEIVED,
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to temporarily transfer \$33,300 from the contingency account in the Fire Impact Fee Fund 311 to the equipment account to partially fund the advanced purchase of a 107' Aerial Ladder Fire Apparatus (Project FIR026), planned for in FY19; and

WHEREAS, the City Council desires to temporarily transfer \$900,000 from the Enterprise Resource Planning (ERP) Project (ZMI054) in the Lease and Replacement Fund 505 to the 107' Aerial Ladder Fire Apparatus Project (FIR026) to partially fund the advanced purchase of the apparatus, planned for in FY19; and

WHEREAS, the City desires to budget for the emergency replacement of an irrigation pump at the Cypress Head Golf Course that has become a safety hazard; and

WHEREAS, the City Council desires to write off a loan made from the Loan Pool Fund 508 to the Golf Course Fund 450, in the amount of \$1,729,491, which was used to renovate the Golf Course and Clubhouse; and

WHEREAS, the City Council desires to budget for insurance proceeds received in the Risk Management Fund 504 through August 2, 2018; and

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

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

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

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2017 through September 30, 2018.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

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

**Budget Increase /
(Decrease)**

—

Total Expenditures:	\$	-
----------------------------	-----------	----------

FY2018 Golf Course Operating 450 Fund
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	70,000
Total Revenues:	<u><u>\$ 70,000</u></u>

<u>Expenditures:</u>	
Non-Departmental - Capital Outlay	70,000
Total Expenditures:	<u><u>\$ 70,000</u></u>

**To budget for the replacement of an irrigation pump at the Cypress Head Golf Course. The current pump is a safety hazard.

**To document the write off of the Loan Pool loan made to the Golf Course Fund 450 in the amount of 1,729,491. This loan was used for renovations to the Golf Course and the Clubhouse which were completed in FY16. The loan will be written off through a journal entry on the balance sheet. It is included in this budget resolution for informational purposes only to document the write off.

FY2018 Risk Management Fund 504
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Insurance Proceeds	81,799
Total Revenues:	<u>\$ 81,799</u>

<u>Expenditures:</u>	
Non- Departmental	81,799
Total Expenditures:	<u>\$ 81,799</u>

To budget for insurance proceeds received through August 2, 2018.

FY2018 **Lease and Replacement Fund 505**
Prepared: **August 21, 2018**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
<u>Revenues:</u>	
	\$ -
Total Revenues:	\$ -

Expenditures:

Non-Departmental - Capital Outlay (ERP Project ZMI054)	(900,000)
Non-Departmental - Capital Equipment (Pierce 107' Aerial Ladder Apparatus FIR026)	900,000
Total Expenditures:	\$ -

*To budget for a temporary transfer from the ERP Project (ZMI054) to expediate the purchase of a 107' Pierce Aerial Ladder Apparatus (FIR026), planned in FY19. This purchase will be split funded between the Lease and Replacement Fund 505 at \$900,000 and the Fire Impact Fee Fund at \$33,300. This temporary transfer will be reversed in FY19.

FY2018 Loan Pool Fund 508
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
--	---

Revenues:

(Revenue section purposely left blank...please see comment below.)

Total Revenues:	<u>\$ -</u>
------------------------	-------------

Expenditures:

(Expenditure section purposely left blank...please see comment below.)

Total Expenditures:	<u>\$ -</u>
----------------------------	-------------

**We are writing off the Loan Pool loan made to the Golf Course Fund 450 in the amount of 1,729,491. This loan was used for renovations to the Golf Course and the Clubhouse which were completed in FY16. The loan will be written off through a journal entry on the balance sheet. It is included in this budget resolution for informational purposes only to document the write off.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B9) Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Special Event request for the Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant located at 4009 Halifax Drive, 4085 Ridgewood Avenue and 4108 Halifax Drive subject to the attached conditions.

SUMMARY: The applicant, Donald Stoner, Race Director for West Volusia Runners Club, is requesting a repeat special event, for the 7th Annual Lighthouse Loop Half Marathon & 5K. The proposed hours of the event are from 5:00 a.m. until 12:30 p.m. on Sunday, October 28, 2018. The event is to raise money for the ten Volusia County High School athletic programs. The Lighthouse Loop Half Marathon race takes place in Port Orange, Daytona Beach Shores, and Ponce Inlet. The applicant has provided staff the approval from Daytona Beach Shores and Ponce Inlet to hold the event in their communities and is also working with Volusia County and the Port Orange Police Department to ensure the safety of the course and to provide a safer event for all involved.

Prior to the start of the race the DJ will begin music at 6:30 a.m and conclude at 7:10 a.m., after the runners leave the start line. The half marathon begins on the access road to Dunlawton Avenue near the Deck Down Under, 78 Dunlawton Avenue, at 7:00 a.m. Runners then head east on Dunlawton Avenue and turn south onto A1A. Running in the southbound lane they follow A1A all the way to Lighthouse Point Park. Runners, then return north on Peninsula Drive and Cardinal Boulevard to Dunlawton Avenue heading west in the eastbound lane over the Dunlawton bridge. Runners would turn south onto Halifax Drive and finish in the parking lot located at 4085 Ridgewood Avenue.

The 5k course will begin at 10:00 a.m., on Halifax Drive, on the south side of Dunlawton Avenue near the parking lot located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive for approximately 1.5 miles to the turnaround point at Niver Street. They will then head back north to the finish line located at 4085 Ridgewood Avenue.

After the completion of the races, there will be an awards ceremony, held 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.

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 that the surety bond fee 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. 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.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Reccomendations	Staff Reccomendations.pdf
2.	Lighthouse Loop Course Maps	Lighthouse Loop Course Maps.pdf

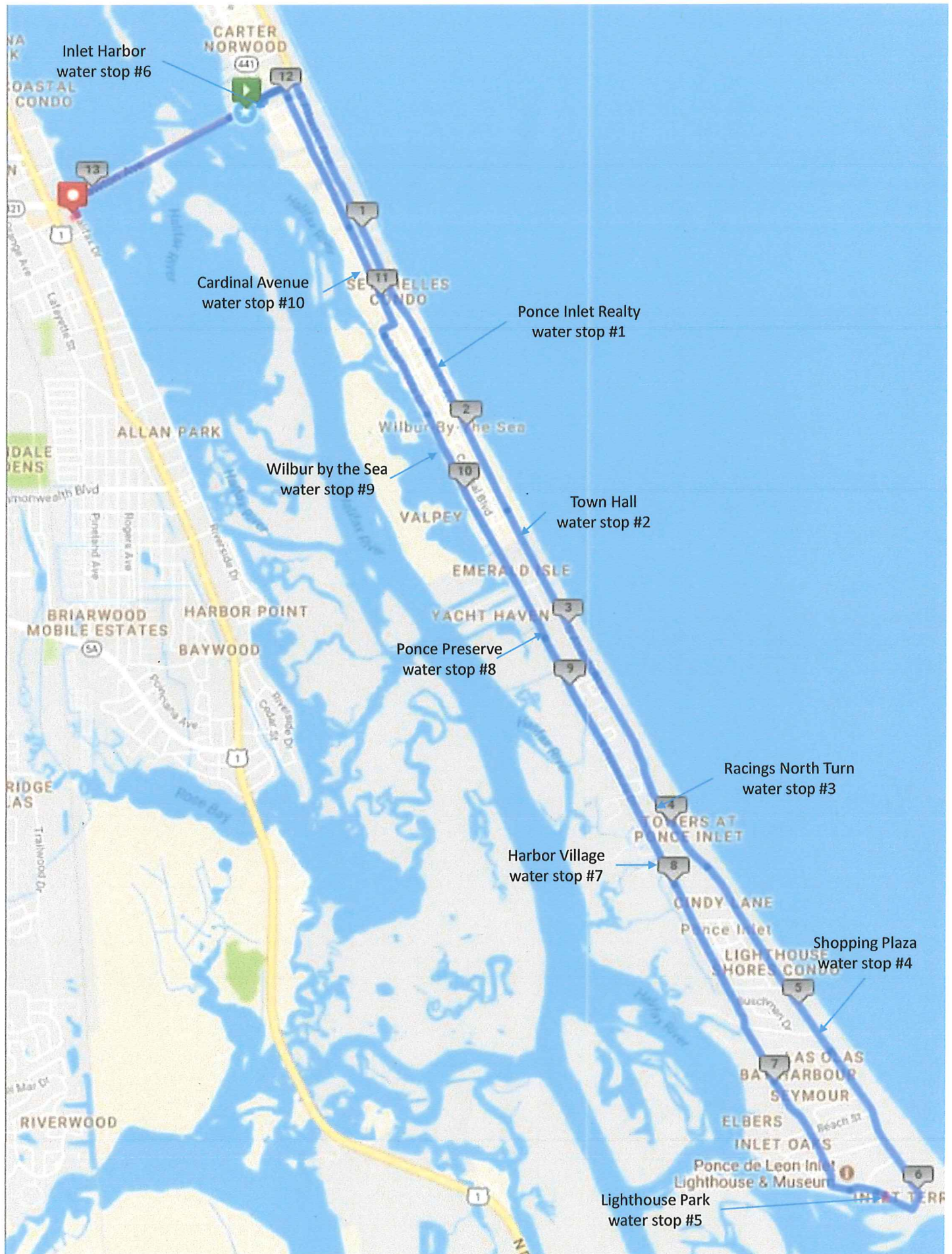
Briana Conlan-King	Created/Initiated - 08/16/2018
Tim Burman	Approved - 08/16/2018
Thomas Grimaldi	Approved - 08/21/2018
Lynn Stevens	Approved - 08/24/2018
Jake Johansson	Approved - 08/24/2018
Robin Fenwick	Final Approval - 08/27/2018

RECOMMENDATION:

Staff recommends approval of the 2018 Lighthouse Loop Half Marathon & 5K 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 12:30 p.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).

Lighthouse Loop Course



Lighthouse 5K Course





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B10) Major Special Event Request - Biketoberfest: First Turn Steakhouse & Lounge - 5236, 5204 & 5164 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the four (4) day Special Event request for The First Turn Steakhouse & Lounge located at 5236, 5204 and 5164 South Ridgewood Avenue subject to the attached conditions.

SUMMARY: Rick Hilliard, owner of The First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Biketoberfest 2018. The proposed event is planned for a four (4) day period from Thursday, October 18, 2018, through Sunday October 21, 2018. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 18, 2018, through Sunday October 21, 2018.

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2018, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with security.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. In addition, the Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

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

existing on any of the proposed sites at this time.

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

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Recommendations	Staff Recommendations.pdf
2.	First Turn Location Map	First Turn Location Map.pdf

Briana Conlan-King	Created/Initiated - 08/16/2018
Tim Burman	Approved - 08/16/2018
Thomas Grimaldi	Approved - 08/21/2018
Lynn Stevens	Approved - 08/24/2018
Jake Johansson	Approved - 08/24/2018
Robin Fenwick	Final Approval - 08/27/2018

RECOMMENDATION:

Staff recommends approval of The First Turn Steakhouse & Lounge Special Event request, subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 18-9.**
4. The First Turn Steakhouse & Lounge shall be responsible for coordination with Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by Port Orange Code of Ordinances.
6. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for The First Turn Steakhouse & Lounge. These properties are only used for additional parking. Signs stating, "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.
7. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of The First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. The First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:

- a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
13. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.
17. The First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.

19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The First Turn Steakhouse & Lounge at the rate of \$40.00 per hour with a minimum of three hours.
21. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for the one (1) banner permitted for this event.
24. No trees shall be removed, and care shall be taken to protect landscaped areas.
25. The First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
26. Repair of any disturbance of public right-of-way shall be the sole responsibility of The First Turn Steakhouse & Lounge.
27. It is The First Turn Steakhouse & Lounges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
28. No more than the requested twelve (12) vendors shall be on this site.
29. The First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
31. The \$250.00 surety bond must be paid in full before issuance of permit.



Crowell St.

Subject Property
First Turn
Steakhouse

Westridge Ave.

S. Ridgewood Avenue

Clark Place

Halifax Drive

HALIFAX RIVER

Commonwealth Blvd.

Riverside Mobile Home Park

Warnock Pl.

Fitzgerald St.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: Yes

SUBJECT: (B11) Approval of the Kennick Settlement (Case No. 2017-31147-CICI)
(CA5248&5429)

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the Settlement Agreement.

SUMMARY: Ms. Kennick and her daughter were involved in a motor vehicle accident with a City vehicle on January 10, 2016. The accident resulted in minor damage to each of the vehicles and injuries to both Kennick and her daughter. A settlement was reached at the mediation held on August 24, 2018. The settlement agreement requires that Ms. Kennick execute a release of claim individually and on behalf of her daughter. The City's insurance provider is responsible for payment of the entire settlement amount.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Kennick Settlement Agreement 8.24.18	Kennick Settlement Agreement 8.24.18.pdf
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 08/24/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

IN THE CIRCUIT COURT IN AND FOR
VOLUSIA COUNTY, FLORIDA
CASE NO.: 2017-31147-CICI

KEYWANNA KENNICK, Individually, and
KEYWANNA KENNICK and OMAR GENTLE
as Parents and Natural Guardians of
BREONNA MARTIN, a minor,

PLAINTIFF(S)

V.

CITY OF PORT ORANGE,

DEFENDANT(S)

SETTLEMENT AGREEMENT AT MEDIATION

THE PARTIES hereto have reached the following agreements, at Mediation Conference in full and complete resolution of the above-styled litigation:

1. The Defendant (s) CITY OF PORT ORANGE, agree to pay the total sum of ONE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED Dollars (\$183,500.00) to the Plaintiff(s) within 10 days. The Plaintiff's attorney's Tax Identification number is 90-0074319. In the event the settlement draft is not honored, after presentment, by the bank for any reason, this Settlement Agreement is voidable at the option of the Plaintiff, and any release or dismissal executed in contemplation of the Agreement shall be treated as nullities.
2. The Plaintiff(s), shall promptly dismiss the lawsuit with prejudice, and shall execute a mutually acceptable Release of the Defendant (s). It is contemplated by the parties that the Release will contain "Dyess" language to prevent unintended forfeiture of group health or other similar insurance.
3. The Plaintiff(s) shall satisfy or resolve all liens and subrogated interests and shall hold the Defendant(s) harmless from same.
4. All parties agree to promptly execute all documents and to perform all acts necessary to complete this Settlement Agreement.
5. All parties agree to bear their own costs and attorney's fees.
6. All parties herein stipulate that the trial court shall retain jurisdiction to all terms of the Settlement Agreement.
7. The mediator's fee shall be paid as follows:
☐ Each party shall pay its proportionate share.
☒ The Defendant (s) shall pay the entire fee.
☐ The Plaintiff (s) shall pay the entire fee.
8. The parties have read and reviewed this Settlement Agreement, had the opportunity to consult with Counsel concerning the terms, conditions and legal effects of the Settlement of this action, this Settlement Agreement and other relevant legal documents associated with the Settlement, had the opportunity to edit and revise this Agreement and are entering into and signing this Agreement voluntarily, knowingly, without coercion and with their consent. All parties acknowledge that all of their agreements are stated in full in this Agreement.

** SUBJECT TO APPROVAL BY CITY COUNCIL; CHECK DELIVERED
W/ 20 DAYS AFTER APPROVAL.*

9. Additional terms of this Settlement, if any, are as follows:

SIGNED this 24th day of August, 2018, at _____, Florida.

Keywan Kenner
Plaintiff

Keywan Kenner
Defendant

Keywan Kenner
Plaintiff

Keywan Kenner
Attorney for Defendant

[Signature]
Attorney for Plaintiff (s)

Dawn Beattie
Insurance Claim Representative

*Florida
League of Cities*

Defendant

Attorney for Defendant

Insurance Claim Representative

Donna C. Doyle
Gregory P. Miles
Mark S. Walker
Clement L. Hyland
Stan Strickland
Douglas B. Beattie
Dawn Berlanga-Helms
James A. Cabler
Jay S. Colling
J. Ross Davis
Dan H. Honeywell
William H. Lore
A. Thomas Mihok
Art Niergarth, Jr.
David C. Schwartz
Richard C. Singer

Mediate First, Inc.
200 E. Robinson Street
Suite 700
Orlando, Florida 32801
Business Phone: 407-649-9495
Toll-Free: 800-851-9173
Fax: 407-649-8698
Email: admin@mediatefirstinc.com
Website: www.mediatefirstinc.com

**The Golf Club at Cypress Head
Course Cash Flow Report
July 31, 2018**

	<u>July</u>	<u>YTD</u>
EBITDA	(\$4,772.72)	\$107,253.15
Management Fee Expense	(5,827.11)	(63,412.68)
Depreciation & Amortization	<u>(95.53)</u>	<u>(955.30)</u>
Net Income	(10,695.36)	42,885.17
Working Capital Changes		
Inventory	(1,120.20)	5,219.07
Receivables	(1,095.86)	86,960.76
Payables	(24,699.35)	(5,878.23)
Due to from the City	(67.02)	618.81
Prepays	437.25	251.37
Accrued Liabilities	2,491.07	(23,102.42)
Other Liabilities	(17,790.97)	(198,969.98)
Depreciation & Amortization	<u>95.53</u>	<u>955.30</u>
Operating Cash Flow	(52,444.91)	(91,060.15)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(52,444.91)</u>	<u>(91,060.15)</u>
Beginning Cash	176,304.55	214,919.79
Net Cash Flows	<u>(52,444.91)</u>	<u>(91,060.15)</u>
Ending Cash	<u>123,859.64</u>	<u>123,859.64</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending July 31, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	70,564	1,023,068	1,146,664	89%	74,549	986,586	1,180,861	84%
Merchandise	5,608	54,509	63,915	85%	5,541	60,522	59,537	102%
Other Pro Shop	535	12,491	13,751	91%	1,536	13,833	11,927	116%
Range	2,537	31,567	35,853	88%	2,795	31,398	36,706	86%
Food and Beverage	0	0	15,788		0	121,455	146,600	83%
Other Operating Revenues	2,710	34,754	39,356	88%	2,709	32,538	39,944	81%
TOTAL REVENUE	81,954	1,156,390	1,315,327	88%	87,130	1,246,331	1,475,576	84%
COST OF SALES								
Merchandise	3,290	32,062	37,436	86%	3,136	36,427	38,699	94%
Food & Beverage	0	0	6,042		0	55,573	53,858	103%
TOTAL COGS	3,290	32,062	43,478	74%	3,136	91,999	92,557	99%
COGS - Merchandise %	58.7%	58.8%	58.6%	100.4%	56.6%	60.2%	65.0%	92.6%
COGS - Food %			38.3%			45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	25,845	294,270	341,675	86%	22,132	237,034	375,767	63%
Carts, Range, Starters, Etc.	6,560	73,875	86,435	85%	7,121	73,379	99,348	74%
Pro Shop	4,173	37,428	42,904	87%	6,830	46,947	52,439	90%
Food and Beverage	0	0	9,850		0	81,967	74,205	110%
General and Administrative	11,588	110,064	133,923	82%	13,610	116,576	152,526	76%
Marketing	3,973	42,036	49,654	85%	4,236	42,988	49,611	87%
TOTAL PAYROLL	52,139	557,672	664,441	84%	53,929	598,890	803,897	74%
OPERATING EXPENSES								
Course and Grounds	18,225	212,464	252,335	84%	9,750	160,217	280,678	57%
Carts, Range, Starters, Etc.	6,447	67,586	80,327	84%	7,428	69,419	83,934	83%
Pro Shop	187	5,710	6,324	90%	818	6,324	7,954	80%
Food and Beverage	0	0	1,413		0	17,884	18,372	97%
General and Administrative	14,397	180,325	210,751	86%	14,953	177,674	209,750	85%
Marketing	1,093	18,122	22,941	79%	1,889	16,671	30,260	55%
TOTAL OPERATING EXPENSES	40,349	484,208	574,091	84%	34,838	448,188	630,948	71%
TOTAL EXPENSES	95,778	1,073,942	1,282,010	84%	91,902	1,139,078	1,527,402	75%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(57,129)	(69,411)	82%	(5,827)	(63,413)	(73,696)	86%
Depreciation & Amortization	(154)	(1,534)	(1,146)	134%	(96)	(955)	(4,572)	21%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(58,663)	(70,557)	83%	(5,923)	(64,368)	(78,268)	82%
NET INCOME	(19,690)	23,785	(37,241)	-64%	(10,695)	42,885	(130,094)	-33%
Paid Rounds	2,469	32,639	36,904	7%	2,627	31,475	37,150	85%
Annual Pass Rounds	557	7,128	8,095	8%	482	6,018	8,542	70%
Other Rounds	239	2,370	2,719	7%	210	2,180	2,924	75%
Total Rounds	3,265	42,137	47,718	7%	3,319	39,673	48,615	82%
Revenue/Paid Rounds	33.19	35.43	35.64	94%	33.17	39.60	39.72	100%
Revenue/Total Rounds	25.10	27.44	27.56	91%	26.25	31.42	30.35	104%

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2018

	<u>07/31/18</u>	<u>09/30/17</u>	<u>07/31/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	90,248	191,390	72,744
Cash - Payroll	32,167	21,980	23,478
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	595	700	500
Total Cash	<u>123,860</u>	<u>214,920</u>	<u>97,571</u>
Accounts Receivable			
A/R Member	11,696	98,657	12,232
Total Accounts Recievable	<u>11,696</u>	<u>98,657</u>	<u>12,232</u>
Other Current Assets			
Inventory - Merchandise	16,163	13,394	16,172
Inventory - Food & Beverage	0	7,988	0
Prepaid Insurance	15,588	21,005	15,739
Prepaid Exp - Other	11,224	3,059	7,747
Total Other Current Assets	<u>42,975</u>	<u>45,445</u>	<u>39,657</u>
TOTAL CURRENT ASSETS	<u>178,531</u>	<u>359,022</u>	<u>149,461</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(26,338)	(25,383)	(25,771)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>9,810</u>	<u>10,765</u>	<u>10,377</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	0	3,000	0
TOTAL OTHER ASSETS	<u>0</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>188,341</u></u>	<u><u>372,787</u></u>	<u><u>159,839</u></u>

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2018

	<u>07/31/18</u>	<u>09/30/17</u>	<u>07/31/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	18,700	24,579	61,806
Accts Pay - Other	22,204	21,585	(28,585)
Accrued Expenses	3,751	4,190	327
Accrued Payroll	20,323	28,213	18,300
Accrued Taxes	4,514	13,317	4,268
Accrued Interest	0	5,971	0
Deferred Revenue	75,965	274,935	79,939
TOTAL CURRENT LIABILITIES	<u>145,457</u>	<u>372,789</u>	<u>136,055</u>
 TOTAL LIABILITIES	 <u>145,457</u>	 <u>372,789</u>	 <u>136,055</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>42,884</u>	<u>(1)</u>	<u>23,784</u>
Net Retained Earnings	<u>42,884</u>	<u>(1)</u>	<u>23,784</u>
Stockholders Equity	<u>42,884</u>	<u>(1)</u>	<u>23,784</u>
TOTAL STOCKHOLDER'S EQUITY	<u>42,884</u>	<u>(1)</u>	<u>23,784</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>188,341</u></u>	 <u><u>372,787</u></u>	 <u><u>159,839</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended July 31, 2016

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(22,272)	12,617	5,159	11,030	53,658	52,268	36,898	(20,911)	(16,423)	(4,773)	0	0	107,253
Management Fee Expense	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(5,827)	(5,827)	(5,827)	(5,827)	0	0	(63,413)
Depreciation & Amortization	(154)	(154)	(154)	79	(96)	(96)	(96)	(96)	(96)	(96)	0	0	(955)
Net Income	(29,109)	5,779	(1,678)	4,425	46,879	45,488	30,976	(26,833)	(22,345)	(10,695)	0	0	42,885
Working Capital Changes													
Inventory	(5,003)	(788)	1,160	(1,566)	2,731	6,752	3,555	(1,548)	1,046	(1,120)	0	0	5,219
Receivables	92,946	(3,309)	8,030	(52)	(269)	(550)	(705)	1,585	(9,619)	(1,096)	0	0	86,961
Prepaid Expenses	5,498	4,924	(5,997)	5,169	5,169	(10,030)	4,756	5,212	(15,488)	437	0	0	251
Payables	2,568	3,075	(15,439)	2,596	8,267	(9,088)	6,871	4,768	15,204	(24,699)	0	0	(5,878)
Due to from the City	319	0	245	(114)	(146)	316	(151)	(212)	430	(67)	0	0	619
Accrued Expenses	(24,223)	(2,164)	1,918	5,361	9,488	4,515	(6,612)	(19,566)	5,689	2,491	0	0	(23,102)
Deferred Revenues	(51,870)	(9,383)	(11,204)	(16,429)	(20,927)	(19,323)	(17,389)	(17,825)	(16,829)	(17,791)	0	0	(198,970)
Depreciation & Amortization	154	154	154	(79)	96	96	96	96	96	96	0	0	955
Operating Cash Flow	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	0	0	(91,060)
Investing Activities													
Financing Activities													
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	0	0	(91,060)
Beginning Cash	214,920	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	130,453	2,394,571
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	0	0	(91,060)
Ending Cash	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	123,860	130,453	2,303,511

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
43,359	45,282	96%	40,147	108%	Green Fees	589,702	615,384	96%	599,765	98%	703,233	660,449
31,190	33,192	94%	30,417	103%	Cart Fee	396,884	421,812	94%	423,304	94%	477,628	449,733
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
0	20	0%	10	0%	Handicap Fee	4,129	4,528	91%	4,610	90%	4,538	4,149
1,136	250	454%	285	399%	Lessons	6,704	3,960	168%	5,441	123%	4,480	7,534
400	200	200%	240	167%	Rental Clubs	3,000	2,509	120%	2,440	123%	2,909	3,410
5,541	4,300	129%	5,608	99%	Retail	60,522	51,637	117%	54,509	111%	59,537	69,897
2,795	2,579	108%	2,537	110%	Range	31,398	31,507	100%	31,567	99%	36,706	35,683
0	0	0%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
0	0	0%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
0	0	0%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
0	0	0%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
2,709	3,119	87%	2,710	100%	City Surcharge R & R	32,538	35,215	92%	34,754	94%	39,944	37,141
87,130	88,943	98%	81,954	106%	Total Revenues	1,246,331	1,313,172	95%	1,156,390	108%	1,475,576	1,405,268
COST OF GOODS SOLD												
3,136	2,795	112%	3,290	95%	COGS - Merchandise	36,427	33,564	109%	32,062	114%	38,699	41,801
0	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
0	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
0	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
0	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
3,136	2,795	112%	3,290	95%	Total COGS	91,999	87,422	105%	32,062	287%	92,557	103,416
83,994	86,147	98%	78,664	107%	GROSS MARGIN	1,154,332	1,225,750	94%	1,124,328	103%	1,383,019	1,301,852
56.59%	65.00%	87.06%	58.67%	96.47%	COGS - Merchandise %	60.19%	65.00%	92.60%	58.82%	102.33%	65.00%	711.15%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	0.00%	0.00%	37.74%	303.75%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	0.00%	0.00%	40.70%	334.81%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	0.00%	0.00%	28.03%	206.65%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	0.00%	0.00%	28.19%	261.56%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
20,921	20,854	100%	17,188	122%	Gross Payroll - Salaried	177,233	208,536	85%	196,240	90%	250,243	213,148
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
24,632	29,252	84%	26,551	93%	Gross Payroll - Hourly	250,966	286,854	87%	259,511	97%	344,414	294,328
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
45,553	50,105	91%	43,738	104%	S/T Wages	496,005	557,190	89%	455,752	109%	656,457	584,039
3,267	3,833	85%	3,291	99%	Payroll Tax - FICA	35,888	42,547	84%	34,179	105%	50,141	42,886
157	368	43%	178	89%	Payroll Tax - UC	3,265	6,670	49%	3,657	89%	7,216	3,659
680	915	74%	844	81%	Payroll Tax - WC	9,341	10,251	91%	8,626	108%	12,064	10,925
4,272	6,127	70%	4,087	105%	Benefits	54,392	65,764	83%	55,458	98%	78,017	64,150
8,376	11,243	74%	8,401	100%	S/T Adders	102,886	125,233	82%	101,921	101%	147,439	121,620
53,929	61,348	88%	52,139	103%	TOTAL PAYROLL	598,890	682,423	88%	557,672	107%	803,897	705,659
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
337	215	157%	163	207%	Cart Supplies	1,281	2,102	61%	1,530	84%	2,502	1,528
148	1,000	15%	0	0%	Chemicals	4,671	9,550	49%	0	0%	11,200	4,671
52	164	32%	0	0%	Course Accessories	688	4,595	15%	3,349	21%	5,293	1,653
0	0	0%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
(1,353)	2,600	-52%	773	-175%	Fertilizer	18,785	33,477	56%	26,974	70%	38,785	20,100
0	126	0%	0	0%	Flowers/Decor	59	227	26%	0	0%	750	59
927	1,282	72%	796	116%	Fuel	8,204	12,739	64%	9,920	83%	15,034	11,115
150	450	33%	168	89%	Fungicides	1,151	4,529	25%	4,900	23%	6,363	1,464
2,332	1,600	146%	994	235%	Herbicides	14,933	22,566	66%	15,444	97%	28,748	17,624
823	1,000	82%	4,496	18%	Insecticides	6,831	18,928	36%	27,928	24%	21,533	10,646
17	457	4%	211	8%	Janitorial Supplies	4,646	3,371	138%	2,502	186%	4,233	5,630
0	0	0%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
0	0	0%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	0	0%	0	0%	Laundry/Uniforms	1,663	209	796%	238	699%	1,282	2,457
421	217	194%	0	0%	Office Supplies	5,304	3,275	162%	3,332	159%	3,986	5,820
0	0	0%	0	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
851	100	851%	0	0%	Range Equipment	1,363	1,589	86%	1,149	119%	1,789	1,379
(1,500)	930	-161%	1,424	-105%	Range Expenses	439	0	175700%	0	0%	0	439
0	0	0%	0	0%	Sand/Topdress	4,243	11,659	36%	7,652	55%	14,959	5,620
0	0	0%	0	0%	Seeds/Trees	1,530	4,444	34%	4,444	35%	4,444	1,530
0	0	0%	59	0%	Small Tools	221	720	31%	1,261	17%	821	359
0	134	0%	0	0%	Staff/Volunteer Uniforms	0	841	0%	0	0%	842	800
0	150	0%	50	0%	Supplies	1,634	1,478	111%	927	176%	1,777	1,634
296	0	0%	137	215%	Tournament Expense	191	400	48%	(250)	-76%	500	246
220	171	128%	207	106%	Alarm System	1,266	1,983	64%	2,727	46%	2,215	1,552

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2018

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	640	1,033	62%	33	1934%	1,233	640
42	258	16%	151	28%	Computer Service	1,185	2,452	48%	2,246	53%	2,969	2,025
0	0	0%	0	0%	Contract Cleaning	8,173	4,872	168%	0	0%	4,872	8,552
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
416	28	1486%	0	0%	Handicap Expense	4,121	4,202	98%	4,174	99%	4,360	4,680
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
9	400	2%	10	97%	Irrigation	6,212	4,920	126%	5,427	114%	6,422	6,558
106	76	141%	0	0%	Lesson Expense	286	351	81%	0	0%	426	286
0	0	0%	0	0%	Pest Control	375	750	50%	0	0%	750	500
927	1,886	49%	2,650	35%	Repair & Maint - Equipment	16,570	22,122	75%	24,454	68%	26,348	21,375
129	100	129%	0	0%	Repair & Maint - Building	3,019	3,107	97%	2,831	107%	3,807	3,859
5,356	5,356	100%	5,356	100%	Cart Lease	53,557	53,557	100%	53,557	100%	64,268	64,268
5,316	5,316	100%	4,886	109%	Equipment Lease	54,071	54,061	100%	48,863	111%	64,692	63,993
176	168	105%	168	105%	Off-Site Storage	1,714	1,680	102%	1,680	102%	2,016	2,050
1,174	1,024	115%	1,174	100%	Utilities - Electric	11,789	11,106	106%	11,063	107%	13,296	14,098
0	0	0%	0	0%	Utilities - Gas	4,390	3,600	122%	0	0%	3,600	4,390
3,209	3,676	87%	4,222	76%	Utilities - Other	33,351	39,021	85%	46,319	72%	46,571	40,214
414	242	171%	292	142%	Utilities - Telephone/Fax	2,260	2,548	89%	2,434	93%	3,037	3,022
196	234	84%	252	78%	Utilities - Water	2,241	2,449	91%	2,627	85%	2,887	2,681
1,889	2,002	94%	1,093	173%	Advertising & Promotion	14,627	21,959	67%	17,110	85%	26,647	16,946
378	340	111%	506	75%	Bank Charges	4,657	3,619	129%	5,134	91%	4,240	5,592
0	0	0%	(293)	0%	Cash Short/(Over)	(2,036)	0	702031%	(692)	284%	0	(2,039)
200	200	100%	150	133%	Cell Phone	1,942	2,000	97%	1,650	118%	2,400	2,392
2,709	3,119	87%	2,710	100%	City Surcharge R & R	32,538	35,212	92%	34,754	94%	39,942	37,141
0	84	0%	(17)	0%	Copier/Photocopies	0	350	0%	625	0%	442	85
1,276	2,000	64%	1,402	91%	Credit Card Discounts	24,130	23,635	102%	22,131	109%	27,270	26,409
(15)	0	0%	0	0%	Donations	528	0	1056500%	(267)	-198%	200	528
0	0	0%	0	0%	Dues & Subscriptions	739	1,079	68%	1,039	71%	1,179	739
0	0	0%	0	0%	Education & Training	0	779	0%	525	0%	779	0
116	0	-36288%	(32)	-363%	Employee Relations	1,245	1,762	71%	1,288	97%	2,096	1,678
0	28	0%	0	0%	Employee Testing	93	382	24%	409	23%	440	297
4,365	3,974	110%	4,178	104%	Insurance Expense	43,440	39,743	109%	38,904	112%	47,691	52,450
0	40	0%	0	0%	Member Relations	0	398	0%	65	0%	478	0
51	23	225%	(59)	-86%	Messenger Service - Fedex	276	309	89%	156	177%	379	311
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	56	0%	0	0
0	0	0%	0	0%	O/S - Other	3,800	5,921	64%	5,750	66%	9,842	11,000
(224)	450	-50%	717	-31%	Payroll Processing Fee	5,200	4,498	116%	9,317	56%	5,398	6,272
113	121	93%	109	103%	Postage/Shipping	1,022	446	229%	687	149%	801	1,273
45	15	300%	(30)	-150%	Tax/Licenses/Fees	(225)	48	-469%	315	-71%	(82)	(210)
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	30	0%	Travel - Meals	1,998	0	0%	1,589	126%	0	2,118
1,932	1,691	114%	1,248	155%	Travel - Other	6,872	14,369	48%	8,561	80%	16,914	7,968
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
34,838	43,547	80%	40,349	86%	TOTAL OPERATING EXPENSES	448,188	532,226	84%	484,208	93%	630,948	538,071
(4,773)	(18,748)	25%	(13,824)	35%	EBITDA	107,253	11,100	966%	82,448	130%	(51,825)	58,122
5,827	5,713	102%	5,713	102%	Management Fee	63,413	62,271	102%	57,129	111%	73,696	75,695
5,827	5,713	102%	5,713	102%	Management Fees	63,413	62,271	102%	57,129	111%	73,696	75,695
23	98	24%	37	63%	Deprec - Mach & Equip	231	980	24%	369	63%	1,176	140
72	283	26%	117	62%	Deprec - Buildings	724	2,830	26%	1,165	62%	3,396	428
96	381	25%	154	62%	S/T DEPR. & AMORT	955	3,810	25%	1,534	62%	4,572	568
(10,695)	(24,842)	43%	(19,690)	54%	NET INCOME	42,885	(54,981)	-78%	23,785	180%	(130,094)	(18,141)

The Golf Club at Cypress Head
Course & Grounds
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
43,359	45,282	96%	40,147	108%	Green Fees	589,702	615,384	96%	599,765	98%	703,233	660,449
2,709	3,119	87%	2,710	100%	City Surcharge R & R	32,538	35,215	92%	34,754	94%	39,944	37,141
46,068	48,401	95%	42,857	107%	Total Revenues	622,240	650,599	96%	634,518	98%	743,178	697,590
46,068	48,401	95%	42,857	107%	GROSS MARGIN	622,240	650,599	96%	634,518	98%	743,178	697,590
PAYROLL												
7,239	8,083	90%	4,821	150%	Gross Payroll - Salaried	61,714	80,833	76%	77,860	79%	97,000	73,122
11,193	17,670	63%	16,854	66%	Gross Payroll - Hourly	134,790	173,284	78%	159,361	85%	208,055	161,920
18,432	25,754	72%	21,675	85%	S/T Wages	196,504	254,118	77%	237,221	83%	305,055	235,041
1,310	1,970	66%	1,535	85%	Payroll Tax - FICA	13,838	19,440	71%	16,782	82%	23,337	16,868
32	155	20%	68	47%	Payroll Tax - UC	1,144	2,178	53%	1,911	60%	2,330	1,273
242	471	51%	365	66%	Payroll Tax - WC	3,697	4,643	80%	4,226	87%	5,573	4,400
2,116	3,289	64%	2,202	96%	Benefits	21,851	32,893	66%	34,131	64%	39,472	26,858
3,700	5,885	63%	4,169	89%	S/T Adders	40,530	59,154	69%	57,049	71%	70,712	49,398
22,132	31,638	70%	25,845	86%	TOTAL PAYROLL	237,034	313,272	76%	294,270	81%	375,767	284,439
OPERATING EXPENSES												
148	1,000	15%	0	0%	Chemicals	4,671	9,550	49%	0	0%	11,200	4,671
52	164	32%	0	0%	Course Accessories	688	4,595	15%	3,349	21%	5,293	1,653
(1,353)	2,600	-52%	773	-175%	Fertilizer	18,785	33,477	56%	26,974	70%	38,785	20,100
0	126	0%	0	0%	Flowers/Decor	59	227	26%	0	0%	750	59
927	1,282	72%	796	116%	Fuel	8,204	12,739	64%	9,920	83%	15,034	11,115
150	450	33%	168	89%	Fungicides	1,151	4,529	25%	4,900	23%	6,363	1,464
2,332	1,600	146%	994	235%	Herbicides	14,933	22,566	66%	15,444	97%	28,748	17,624
823	1,000	82%	4,496	18%	Insecticides	6,831	18,928	36%	27,928	24%	21,533	10,646
(1,500)	930	-161%	1,424	-105%	Sand/Topdress	4,243	11,659	36%	7,652	55%	14,959	5,620
0	0	0%	0	0%	Seeds/Trees	1,530	4,444	34%	4,400	35%	4,444	1,530
0	0	0%	59	0%	Small Tools	221	720	31%	1,261	17%	821	359
0	134	0%	0	0%	Staff/Volunteer Uniforms	0	841	0%	0	0%	842	800
9	400	2%	10	97%	Irrigation	6,212	4,920	126%	5,427	114%	6,422	6,558
927	1,500	62%	2,635	35%	Repair & Maint - Equipment	15,785	18,578	85%	21,813	72%	22,304	20,180
97	100	97%	0	0%	Repair & Maint - Building	318	1,000	32%	10	3055%	1,200	318
5,316	5,316	100%	4,886	109%	Equipment Lease	53,161	53,161	100%	48,863	109%	63,792	62,933
290	311	93%	245	118%	Utilities - Electric	2,300	2,213	104%	2,260	102%	2,810	2,842
1,215	1,411	86%	1,487	82%	Utilities - Other	13,922	16,319	85%	22,248	63%	19,255	16,262
120	92	129%	0	0%	Utilities - Telephone/Fax	986	983	100%	901	109%	1,171	1,291
196	234	84%	252	78%	Utilities - Water	2,241	2,449	91%	2,627	85%	2,887	2,681
0	0	0%	0	0%	Education & Training	0	429	0%	375	0%	429	0
0	0	0%	0	0%	Employee Relations	0	101	0%	0	0%	201	0
0	28	0%	0	0%	Employee Testing	93	382	24%	409	23%	440	297
0	0	0%	0	0%	O/S - Other	3,800	5,921	64%	5,400	70%	9,842	11,000
0	0	0%	0	0%	Tax/Licenses/Fees	0	303	0%	300	0%	303	0
0	301	0%	0	0%	Travel - Other	83	751	11%	0	0%	851	83
9,750	18,980	51%	18,225	53%	TOTAL OPERATING EXPENSES	160,217	231,785	69%	212,464	75%	280,678	200,088
14,186	(2,218)	-640%	(1,213)	-1170%	EBITDA	224,989	105,542	213%	127,785	176%	86,733	213,063
14,186	(2,218)	-640%	(1,213)	-1170%	NET INCOME	224,989	105,542	213%	127,785	176%	86,733	213,063

The Golf Club at Cypress Head
Carts
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
31,190	33,192	94%	30,417	103%	REVENUES	396,884	421,812	94%	423,304	94%	477,628	449,733
31,190	33,192	94%	30,417	103%	Cart Fee	396,884	421,812	94%	423,304	94%	477,628	449,733
31,190	33,192	94%	30,417	103%	Total Revenues	396,884	421,812	94%	423,304	94%	477,628	449,733
					GROSS MARGIN	396,884	421,812	94%	423,304	94%	477,628	449,733
6,479	7,569	86%	5,914	110%	PAYROLL	66,083	74,224	89%	66,366	100%	89,117	77,368
6,479	7,569	86%	5,914	110%	Gross Payroll - Hourly	66,083	74,224	89%	66,366	100%	89,117	77,368
					S/T Wages	66,083	74,224	89%	66,366	100%	89,117	77,368
478	579	83%	464	103%	Payroll Tax - FICA	5,220	5,678	92%	5,214	100%	6,817	6,112
73	157	46%	86	85%	Payroll Tax - UC	796	1,365	58%	1,009	79%	1,674	952
101	138	73%	101	100%	Payroll Tax - WC	1,230	1,356	91%	1,221	101%	1,628	1,431
(10)	9	-106%	(5)	200%	Benefits	50	92	54%	64	78%	111	77
642	884	73%	646	99%	S/T Adders	7,296	8,491	86%	7,509	97%	10,231	8,572
7,121	8,453	84%	6,560	109%	TOTAL PAYROLL	73,379	82,715	89%	73,875	99%	99,348	85,939
337	215	157%	163	207%	OPERATING EXPENSES	1,281	2,102	61%	1,530	84%	2,502	1,528
0	100	0%	0	0%	Cart Supplies	640	1,033	62%	33	1934%	1,233	640
5,356	5,356	100%	5,356	100%	Cart Repairs	53,557	53,557	100%	53,557	100%	64,268	64,268
884	712	124%	928	95%	Cart Lease	9,488	8,893	107%	8,802	108%	10,486	11,256
6,577	6,383	103%	6,447	102%	Utilities - Electric	64,967	65,585	99%	63,922	102%	78,490	77,692
17,493	18,356	95%	17,410	100%	TOTAL OPERATING EXPENSES	258,538	273,512	95%	285,507	91%	299,790	286,101
17,493	18,356	95%	17,410	100%	EBITDA	258,538	273,512	95%	285,507	91%	299,790	286,101
					NET INCOME	258,538	273,512	95%	285,507	91%	299,790	286,101

The Golf Club at Cypress Head
Range
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,795	2,579	108%	2,537	110%	REVENUES							
2,795	2,579	108%	2,537	110%	Range	31,398	31,507	100%	31,567	99%	36,706	35,683
2,795	2,579	108%	2,537	110%	Total Revenues	31,398	31,507	100%	31,567	99%	36,706	35,683
2,795	2,579	108%	2,537	110%	GROSS MARGIN	31,398	31,507	100%	31,567	99%	36,706	35,683
0	0	0%	0	0%	OPERATING EXPENSES							
851	100	851%	0	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	0	0%	0	0%	Range Equipment	1,363	1,589	86%	1,149	119%	1,789	1,379
0	300	0%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
851	400	213%	0	0%	Repair & Maint - Equipment	0	600	0%	0	0%	600	0
					TOTAL OPERATING EXPENSES	4,452	5,244	85%	3,664	121%	5,444	4,468
1,943	2,179	89%	2,537	77%	EBITDA	26,946	26,263	103%	27,903	97%	31,262	31,215
1,943	2,179	89%	2,537	77%	NET INCOME	26,946	26,263	103%	27,903	97%	31,262	31,215

The Golf Club at Cypress Head
F & B Cafe
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
0	0	0%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
0	0	0%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
0	0	0%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
0	0	0%	0	0%	Total Revenues	121,455	146,600	83%	0	0%	146,600	137,242
COST OF GOODS SOLD												
0	0	0%	0	0%	COGS - Food & Beverage	29,560	33,358	89%	0	0%	33,358	32,126
0	0	0%	0	0%	COGS - Beer	17,668	13,430	132%	0	0%	13,430	20,337
0	0	0%	0	0%	COGS - Liquor	6,638	5,858	113%	0	0%	5,858	7,346
0	0	0%	0	0%	COGS - Wine	1,707	1,212	141%	0	0%	1,212	1,806
0	0	0%	0	0%	Total COGS	55,573	53,858	103%	0	0%	53,858	61,615
0	0	0%	0	0%	GROSS MARGIN	65,882	92,742	71%	0	0%	92,742	75,627
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	0.00%	0.00%	37.74%	303.75%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	0.00%	0.00%	40.70%	334.81%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	0.00%	0.00%	28.03%	206.65%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	0.00%	0.00%	28.19%	261.56%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
0	0	0%	0	0%	S/T Wages	67,806	61,800	110%	0	0%	61,800	76,563
0	0	0%	0	0%	Payroll Tax - FICA	5,177	4,650	111%	0	0%	4,650	6,045
0	0	0%	0	0%	Payroll Tax - UC	613	2,055	30%	0	0%	2,055	707
0	0	0%	0	0%	Payroll Tax - WC	1,413	1,200	118%	0	0%	1,200	1,543
0	0	0%	0	0%	Benefits	6,959	4,500	155%	0	0%	4,500	6,959
0	0	0%	0	0%	S/T Adders	14,161	12,405	114%	0	0%	12,405	15,254
0	0	0%	0	0%	TOTAL PAYROLL	81,967	74,205	110%	0	0%	74,205	91,817
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
0	0	0%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
0	0	0%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
0	0	0%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	0	0%	0	0%	Office Supplies	316	300	105%	0	0%	300	316
0	0	0%	0	0%	Contract Cleaning	4,925	4,872	101%	0	0%	4,872	5,304
0	0	0%	0	0%	Pest Control	0	750	0%	0	0%	750	125
0	0	0%	0	0%	Repair & Maint - Equipment	650	1,350	48%	0	0%	1,350	650
0	0	0%	0	0%	Equipment Lease	910	900	101%	0	0%	900	1,060
0	0	0%	0	0%	Utilities - Gas	4,390	3,600	122%	0	0%	3,600	4,390
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	17,884	18,372	97%	0	0%	18,372	19,297
0	0	0%	0	0%	EBITDA	(33,969)	165	-20587%	0	0%	165	(35,486)
0	0	0%	0	0%	Management Fee	5,142	5,142	100%	0	0%	5,142	5,999
0	0	0%	0	0%	Management Fees	5,142	5,142	100%	0	0%	5,142	5,999
0	0	0%	0	0%	NET INCOME	(39,110)	(4,977)	786%	0	0%	(4,977)	(41,484)

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
0	20	0%	10	0%	Handicap Fee	4,129	4,528	91%	4,610	90%	4,538	4,149
1,136	250	454%	285	399%	Lessons	6,704	3,980	168%	5,441	123%	4,480	7,534
400	200	200%	240	167%	Rental Clubs	3,000	2,509	120%	2,440	123%	2,909	3,410
5,541	4,300	129%	5,608	99%	Retail	60,522	51,637	117%	54,509	111%	59,537	69,897
7,077	4,770	148%	6,143	115%	Total Revenues	74,355	62,654	119%	67,000	111%	71,464	85,020
COST OF GOODS SOLD												
3,136	2,795	112%	3,290	95%	COGS - Merchandise	36,427	33,564	109%	32,062	114%	38,699	41,801
3,136	2,795	112%	3,290	95%	Total COGS	36,427	33,564	109%	32,062	114%	38,699	41,801
3,941	1,975	200%	2,853	138%	GROSS MARGIN	37,928	29,090	130%	34,939	109%	32,765	43,219
56.59%	65.00%	87.06%	58.67%	96.47%	COGS - Merchandise %	60.19%	65.00%	92.60%	58.82%	102.33%	65.00%	711.15%
PAYROLL												
6,203	4,012	155%	3,783	164%	Gross Payroll - Hourly	42,478	39,346	108%	33,784	126%	47,241	47,426
6,203	4,012	155%	3,783	164%	S/T Wages	42,478	39,346	108%	33,784	126%	47,241	47,426
474	307	155%	300	158%	Payroll Tax - FICA	3,297	3,010	110%	2,650	124%	3,614	3,716
44	56	79%	24	184%	Payroll Tax - UC	429	636	68%	385	111%	721	445
109	73	149%	66	165%	Payroll Tax - WC	742	719	103%	609	122%	863	837
628	436	144%	390	161%	S/T Adders	4,469	4,364	102%	3,644	123%	5,198	4,998
6,830	4,448	154%	4,173	164%	TOTAL PAYROLL	46,947	43,711	107%	37,428	125%	52,439	52,423
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	92	892	10%	860	11%	892	92
0	150	0%	50	0%	Supplies	1,634	1,478	111%	927	176%	1,777	1,634
296	0	0%	137	215%	Tournament Expense	191	400	48%	(250)	-76%	500	246
416	28	1486%	0	0%	Handicap Expense	4,121	4,202	98%	4,174	99%	4,360	4,680
106	76	141%	0	0%	Lesson Expense	286	351	81%	0	0%	426	286
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
818	254	323%	187	438%	TOTAL OPERATING EXPENSES	6,324	7,322	86%	5,710	111%	7,954	6,938
(3,707)	(2,727)	136%	(1,507)	246%	EBITDA	(15,343)	(21,943)	70%	(8,199)	187%	(27,628)	(16,142)
(3,707)	(2,727)	136%	(1,507)	246%	NET INCOME	(15,343)	(21,943)	70%	(8,199)	187%	(27,628)	(16,142)

The Golf Club at Cypress Head
G & A
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
10,144	9,417	108%	9,075	112%	Gross Payroll - Salaried	80,257	94,170	85%	83,732	96%	113,004	98,662
758	0	0%	0	0%	Gross Payroll - Hourly	7,615	0	0%	0	0%	0	7,615
10,902	9,417	116%	9,075	120%	S/T Wages	87,873	94,170	93%	83,732	105%	113,004	106,277
750	720	104%	758	99%	Payroll Tax - FICA	5,824	7,204	81%	7,045	83%	8,645	7,173
9	0	0%	0	0%	Payroll Tax - UC	195	291	67%	237	82%	291	195
172	172	100%	186	92%	Payroll Tax - WC	1,634	1,721	95%	1,889	87%	2,065	1,983
1,777	2,377	75%	1,568	113%	Benefits	21,050	23,768	89%	17,161	123%	28,522	24,807
2,708	3,269	83%	2,513	108%	S/T Adders	28,703	32,984	87%	26,332	109%	39,522	34,158
13,610	12,686	107%	11,588	117%	TOTAL PAYROLL	116,576	127,154	92%	110,064	106%	152,526	140,435
OPERATING EXPENSES												
17	457	4%	211	8%	Janitorial Supplies	4,646	3,371	138%	2,502	186%	4,233	5,630
0	0	0%	0	0%	Laundry/Uniforms	1,663	209	796%	238	699%	1,282	2,457
421	217	194%	0	0%	Office Supplies	4,896	2,083	235%	2,472	198%	2,794	5,412
220	171	128%	207	106%	Alarm System	1,266	1,983	64%	2,727	46%	2,215	1,552
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
42	258	16%	151	28%	Computer Service	1,185	2,452	48%	2,246	53%	2,969	2,025
812	0	0%	0	0%	Contract Cleaning	3,248	0	0%	0	0%	0	3,248
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
0	86	0%	15	0%	Repair & Maint - Equipment	135	1,594	8%	2,640	5%	2,094	545
32	0	0%	0	0%	Repair & Maint - Building	2,701	2,107	128%	2,820	96%	2,607	3,540
176	168	105%	168	105%	Off-Site Storage	1,714	1,680	102%	1,680	102%	2,016	2,050
1,993	2,265	88%	2,735	73%	Utilities - Other	19,429	22,703	86%	24,071	81%	27,316	23,953
295	150	197%	292	101%	Utilities - Telephone/Fax	1,275	1,565	81%	1,534	83%	1,866	1,731
378	340	111%	506	75%	Bank Charges	4,657	3,619	129%	5,134	91%	4,240	5,582
0	0	0%	(293)	0%	Cash Short/(Over)	(2,036)	0	702031%	(692)	294%	0	(2,039)
200	200	100%	150	133%	Cell Phone	1,942	2,000	97%	1,650	118%	2,400	2,392
2,709	3,119	87%	2,710	100%	City Surcharge R & R	32,538	35,212	92%	34,754	94%	39,942	37,141
0	84	0%	(17)	0%	Copier/Photocopies	0	350	0%	625	0%	442	85
1,276	2,000	64%	1,402	91%	Credit Card Discounts	24,130	23,635	102%	22,131	109%	27,270	26,409
(15)	0	0%	0	0%	Donations	528	0	1056500%	(267)	-198%	200	528
0	0	0%	0	0%	Dues & Subscriptions	739	1,079	68%	1,039	71%	1,179	739
0	0	0%	0	0%	Education & Training	0	350	0%	150	0%	350	0
116	0	0%	(32)	-363%	Employee Relations	1,245	1,661	75%	1,288	97%	1,895	1,678
4,365	3,974	110%	4,178	104%	Insurance Expense	43,440	39,743	109%	38,904	112%	47,691	52,450
0	40	0%	0	0%	Member Relations	0	398	0%	65	0%	478	0
51	23	225%	(59)	-86%	Messenger Service - Fedex	276	309	89%	156	177%	379	311
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	56	0%	0	0
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
(224)	450	-50%	717	-31%	Payroll Processing Fee	5,200	4,498	116%	9,317	56%	5,398	6,272
113	121	93%	109	103%	Postage/Shipping	1,022	446	229%	687	149%	801	1,273
45	15	300%	(30)	-150%	Tax/Licenses/Fees	(225)	(255)	88%	15	-1500%	(385)	(210)
0	0	0%	30	0%	Travel - Meals	1,998	0	0%	1,589	126%	0	2,118
1,932	1,290	150%	1,248	155%	Travel - Other	6,789	12,605	54%	8,449	80%	14,850	7,885
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
14,953	15,428	97%	14,397	104%	TOTAL OPERATING EXPENSES	177,674	178,547	100%	180,325	99%	209,750	208,100
(28,563)	(28,114)	102%	(25,985)	110%	EBITDA	(294,250)	(305,701)	96%	(290,389)	101%	(362,277)	(348,535)
5,827	5,713	102%	5,713	102%	Management Fee	58,271	57,129	102%	57,129	102%	68,554	69,697
5,827	5,713	102%	5,713	102%	Management Fees	58,271	57,129	102%	57,129	102%	68,554	69,697
23	98	24%	37	63%	Deprec - Mach & Equip	231	980	24%	369	63%	1,176	140
72	283	26%	117	62%	Deprec - Buildings	724	2,830	26%	1,165	62%	3,396	428
96	381	25%	154	62%	S/T DEPR. & AMORT	955	3,810	25%	1,534	62%	4,572	568
(34,486)	(34,208)	101%	(31,852)	108%	NET INCOME	(353,477)	(366,639)	96%	(349,051)	101%	(435,403)	(418,799)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,538	3,353	106%	3,291	107%	Gross Payroll - Salaried	35,261	33,533	105%	34,649	102%	40,239	41,365
3,538	3,353	106%	3,291	107%	S/T Wages	35,261	33,533	105%	34,649	102%	40,239	41,365
254	257	99%	234	108%	Payroll Tax - FICA	2,533	2,565	99%	2,489	102%	3,078	2,973
0	0	0%	0	0%	Payroll Tax - UC	88	146	60%	115	76%	146	88
56	61	91%	127	44%	Payroll Tax - WC	625	613	102%	682	92%	735	732
389	451	86%	322	121%	Benefits	4,482	4,511	99%	4,102	109%	5,413	5,448
698	769	91%	682	102%	S/T Adders	7,727	7,834	99%	7,387	105%	9,372	9,240
4,236	4,122	103%	3,973	107%	TOTAL PAYROLL	42,988	41,367	104%	42,036	102%	49,611	50,605
					OPERATING EXPENSES							
1,889	2,002	94%	1,093	173%	Advertising & Promotion	14,627	21,959	67%	17,110	85%	26,647	16,946
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	1,013	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
1,889	2,102	90%	1,093	173%	TOTAL OPERATING EXPENSES	16,671	25,372	66%	18,122	92%	30,260	21,489
(6,125)	(6,224)	98%	(5,066)	121%	EBITDA	(59,659)	(66,739)	89%	(60,159)	99%	(79,871)	(72,094)
(6,125)	(6,224)	98%	(5,066)	121%	NET INCOME	(59,659)	(66,739)	89%	(60,159)	99%	(79,871)	(72,094)

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
74,549	78,474	95%	70,564	106%	Green Fees & Cart Fees	986,586	1,037,196	95%	1,023,068	96%	1,180,861	1,110,181
5,541	4,300	129%	5,608	99%	Merchandise	60,522	51,637	117%	54,509	111%	59,537	69,927
1,536	470	327%	535	287%	Other Pro Shop	13,633	11,017	126%	12,491	111%	11,927	15,093
2,795	2,579	108%	2,537	110%	Range	31,398	31,507	100%	31,567	99%	36,706	35,683
0	0	0%	0	0%	Food and Beverage	121,455	146,600	83%	0	0%	146,600	137,242
2,709	3,119	87%	2,710	100%	Other Operating Revenues	32,538	35,215	92%	34,754	94%	39,944	37,141
87,130	88,943	98%	81,954	106%	TOTAL REVENUE	1,246,331	1,313,172	95%	1,156,390	108%	1,475,576	1,405,268
COST OF SALES												
3,136	2,795	112%	3,290	95%	Merchandise	36,427	33,564	109%	32,062	114%	38,699	41,801
0	0	0%	0	0%	Food & Beverage	55,573	53,858	103%	0	0%	53,858	61,615
3,136	2,795	112%	3,290	95%	TOTAL COGS	91,999	87,422	105%	32,062	287%	92,557	103,416
56.6%	65.0%	87.1%	58.7%	96.5%	COGS - Merchandise %	60.2%	65.0%	92.6%	58.8%	102.3%	65.0%	711.1%
0.0%	0.0%	0.0%	0.0%	0.0%	COGS - Food %	45.8%	36.7%	124.7%	0.0%	0.0%	36.7%	295.0%
PAYROLL												
22,132	31,638	70%	25,845	86%	Course and Grounds	237,034	313,272	76%	294,270	81%	375,767	284,439
7,121	8,453	84%	6,560	109%	Carts, Range, Starters, Etc.	73,379	82,715	89%	73,875	99%	99,348	85,939
6,830	4,448	154%	4,173	164%	Pro Shop	46,947	43,711	107%	37,428	125%	52,439	52,423
0	0	0%	0	0%	Food and Beverage	81,967	74,205	110%	0	0%	74,205	91,817
13,610	12,686	107%	11,588	117%	General and Administrative	116,576	127,154	92%	110,064	106%	152,526	140,435
4,236	4,122	103%	3,973	107%	Marketing	42,988	41,367	104%	42,036	102%	49,611	50,605
53,929	61,348	88%	52,139	103%	TOTAL PAYROLL	598,890	682,423	88%	557,672	107%	803,897	705,659
OPERATING EXPENSES												
9,750	18,980	51%	18,225	53%	Course and Grounds	160,217	231,785	69%	212,464	75%	280,678	200,088
7,428	6,783	110%	6,447	115%	Carts, Range, Starters, Etc.	69,419	70,829	98%	67,586	103%	83,934	82,160
818	254	323%	187	438%	Pro Shop	6,324	7,322	86%	5,710	111%	7,954	6,938
0	0	0%	0	0%	Food and Beverage	17,884	18,372	97%	0	0%	18,372	19,297
14,953	15,428	97%	14,397	104%	General and Administrative	177,674	178,547	100%	180,325	99%	209,750	208,100
1,889	2,102	90%	1,093	173%	Marketing	16,671	25,372	66%	18,122	92%	30,260	21,489
34,838	43,547	80%	40,349	86%	TOTAL OPERATING EXPENSES	448,188	532,226	84%	484,208	93%	630,948	538,071
91,902	107,690	85%	95,778	96%	TOTAL EXPENSES	1,139,078	1,302,072	87%	1,073,942	106%	1,527,402	1,347,146
(4,773)	(18,748)	25%	(13,824)	35%	EBITDA	107,253	11,100	966%	82,448	130%	(51,825)	58,122

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(4,773)	(18,748)	25%	(13,824)	35%	EBITDA	107,253	11,100	966%	82,448	130%	(51,825)	58,122
(5,827)	(5,713)	102%	(5,713)	102%	MANAGEMENT FEES	(63,413)	(62,271)	102%	(57,129)	111%	(73,696)	(75,695)
(96)	(381)	25%	(154)	62%	OTHER INCOME (EXPENSE)	(955)	(3,810)	25%	(1,534)	62%	(4,572)	(568)
(96)	(381)	25%	(154)	62%	Depreciation & Amortization	(955)	(3,810)	25%	(1,534)	62%	(4,572)	(568)
(10,695)	(24,842)	43%	(19,690)	54%	TOTAL OTHER INCOME (EXPENSE)	(955)	(3,810)	25%	(1,534)	62%	(4,572)	(568)
					NET INCOME	42,885	(54,981)	-78%	23,785	180%	(130,094)	(18,141)
2,627	2,593	101%	2,469	106%	Paid Rounds	31,475	32,763	96%	32,639	96%	37,150	35,740
482	685	70%	557	87%	Annual Pass Rounds	6,018	7,347	82%	7,128	84%	8,542	6,985
210	311	68%	239	88%	Other Rounds	2,180	2,483	88%	2,370	92%	2,924	2,529
3,319	3,589	92%	3,265	102%	Total Rounds	39,673	42,593	93%	42,137	94%	48,615	45,254
33	34	97%	33	100%	Revenue/Paid Rounds	40	40	99%	35	112%	40	468
26	25	106%	25	105%	Revenue/Total Rounds	31	31	102%	27	114%	30	367

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: Sorted By: Account

Date: 7/1/2018 Last Print Currency In: Functional (Z-US\$)

Account: First Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$142,525.93	\$78,823.68	\$131,102.00	(\$52,278.32)	\$90,247.61
	10050-5950-900	Cash - Course Payroll BMO	\$32,333.62	\$42,182.73	\$42,349.32	(\$166.59)	\$32,167.03
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$95.00	\$95.00	\$95.00	\$0.00	\$95.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$10,600.31	\$2,779.36	\$1,683.50	\$1,095.86	\$11,696.17
	12000-5950-900	Inventory - Merchandise	\$15,042.87	\$4,856.54	\$3,736.34	\$1,120.20	\$16,163.07
	13020-5950-900	Prepaid Insurance	\$19,433.07	\$0.00	\$3,845.43	(\$3,845.43)	\$15,587.64
	13040-5950-900	Prepaid Exp - Other	\$7,816.16	\$11,146.84	\$7,738.66	\$3,408.18	\$11,224.34
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	\$3,537.74	\$0.00	\$23.12	(\$23.12)	(\$3,560.86)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,704.80)	\$0.00	\$72.41	(\$72.41)	(\$22,777.21)
	30000-5950-900	Accts Pay - Trade	(\$43,399.80)	\$116,038.68	\$91,339.33	\$24,699.35	(\$18,700.45)
	30040-5950-900	Accts Pay - Other	(\$22,270.65)	\$11,250.35	\$11,183.33	\$67.02	(\$22,203.63)
	31000-5950-900	Accrued Expenses	(\$5,186.88)	\$4,666.88	\$3,231.12	\$1,435.76	(\$3,751.12)
	31020-5950-900	Accrued Payroll	(\$17,336.30)	\$9,974.17	\$12,961.05	(\$2,986.88)	(\$20,323.18)
	31220-5950-900	Accrued Sales Tax	(\$3,573.83)	\$3,694.82	\$4,634.77	(\$939.95)	(\$4,513.78)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,709.08	\$2,709.08	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,148.67)	\$957.64	\$1,320.71	(\$363.07)	(\$3,511.74)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,369.57)	\$15.00	\$126.88	(\$111.88)	(\$1,481.45)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$12,482.47)	\$4,160.82	\$0.00	\$4,160.82	(\$8,321.65)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$13,319.14)	\$4,439.71	\$0.00	\$4,439.71	(\$8,879.43)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$20,609.17)	\$515.72	\$198.10	\$317.62	(\$20,291.55)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,847.90)	\$763.61	\$700.34	\$63.27	(\$14,784.63)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$27,549.18)	\$9,183.06	\$0.00	\$9,183.06	(\$18,366.12)
	32220-5950-900	Deferred Rev - Founders Pass	(\$304.30)	\$101.44	\$0.00	\$101.44	(\$202.86)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$78,133.64)	\$0.00	\$8,701.97	(\$8,701.97)	(\$86,835.61)
	50040-5950-100	Green Fees - Member	(\$438,380.52)	\$1,227.41	\$33,175.05	(\$31,947.64)	(\$470,328.16)
	50070-5950-100	Green Fees - (surcharge)	(\$29,829.02)	\$2,839.74	\$5,548.82	(\$2,709.08)	(\$32,538.10)
	50500-5950-200	Cart Fee 18	(\$285,109.64)	\$524.50	\$22,531.63	(\$22,007.13)	(\$307,116.77)
	50520-5950-200	Cart Fee - Annual Trail	(\$80,584.15)	\$0.00	\$9,183.06	(\$9,183.06)	(\$89,767.21)
	52090-5950-600	Handicap Fee	(\$4,129.00)	\$0.00	\$0.00	\$0.00	(\$4,129.00)
	52150-5950-600	Lessons	(\$5,568.10)	\$0.00	\$1,136.00	(\$1,136.00)	(\$6,704.10)
	52280-5950-600	Rental Clubs	(\$2,600.00)	\$40.00	\$440.00	(\$400.00)	(\$3,000.00)
	52310-5950-600	Retail	(\$54,980.72)	\$176.41	\$5,717.35	(\$5,540.94)	(\$60,521.66)
	53050-5950-220	Range Pass Revenue	(\$28,603.26)	\$42.30	\$2,836.92	(\$2,794.62)	(\$31,397.88)
	54000-5950-540	Food	(\$57,120.76)	\$0.00	\$0.00	\$0.00	(\$57,120.76)
	54030-5950-540	Beverage	(\$6,197.33)	\$0.00	\$0.00	\$0.00	(\$6,197.33)
	54060-5950-540	Beer	(\$34,326.48)	\$0.00	\$0.00	\$0.00	(\$34,326.48)
	54090-5950-540	Liquor	(\$19,723.33)	\$0.00	\$0.00	\$0.00	(\$19,723.33)
	54120-5950-540	Wine	(\$3,895.92)	\$0.00	\$0.00	\$0.00	(\$3,895.92)
	54220-5950-540	F&B Other Income	(\$190.68)	\$0.00	\$0.00	\$0.00	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$29,829.02)	\$0.00	\$2,709.08	(\$2,709.08)	(\$32,538.10)
	60000-5950-600	COGS - Merchandise - Accessories	\$33,290.97	\$3,135.73	\$0.00	\$3,135.73	\$36,426.70
	61000-5950-540	COGS - Food	\$27,234.88	\$0.00	\$0.00	\$0.00	\$27,234.88
	61010-5950-540	COGS - Beverage	\$2,324.79	\$0.00	\$0.00	\$0.00	\$2,324.79
	61020-5950-540	COGS - Beer	\$17,668.13	\$0.00	\$0.00	\$0.00	\$17,668.13
	61030-5950-540	COGS - Liquor	\$6,637.72	\$0.00	\$0.00	\$0.00	\$6,637.72
	61040-5950-540	COGS - Wine	\$1,707.14	\$0.00	\$0.00	\$0.00	\$1,707.14
	70000-5950-100	Gross Payroll - Salaried	\$54,475.20	\$8,640.11	\$1,401.10	\$7,239.01	\$61,714.21
	70000-5950-900	Gross Payroll - Salaried	\$70,113.80	\$11,676.65	\$1,532.97	\$10,143.68	\$80,257.48
	70000-5950-950	Gross Payroll - Salaried	\$31,723.07	\$4,143.22	\$605.28	\$3,537.94	\$35,261.01
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$33,255.75	\$0.00	\$0.00	\$0.00	\$33,255.75
	70010-5950-100	Gross Payroll - Hourly	\$123,597.15	\$14,219.87	\$3,027.01	\$11,192.86	\$134,790.01

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$59,604.07	\$7,640.94	\$1,162.15	\$6,478.79	\$66,082.86
	70010-5950-600	Gross Payroll - Hourly	\$36,275.57	\$7,588.20	\$1,385.61	\$6,202.59	\$42,478.16
	70010-5950-900	Gross Payroll - Hourly	\$6,857.35	\$909.25	\$151.25	\$758.00	\$7,615.35
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$34,549.75	\$0.00	\$0.00	\$0.00	\$34,549.75
	71000-5950-100	Payroll Tax - FICA	\$12,528.07	\$1,631.77	\$322.01	\$1,309.76	\$13,837.83
	71000-5950-200	Payroll Tax - FICA	\$4,741.65	\$583.75	\$105.65	\$478.10	\$5,219.75
	71000-5950-540	Payroll Tax - FICA	\$5,176.97	\$0.00	\$0.00	\$0.00	\$5,176.97
	71000-5950-600	Payroll Tax - FICA	\$2,822.41	\$580.49	\$106.00	\$474.49	\$3,296.90
	71000-5950-900	Payroll Tax - FICA	\$5,073.44	\$879.26	\$128.84	\$750.42	\$5,823.86
	71000-5950-950	Payroll Tax - FICA	\$2,278.88	\$300.22	\$46.30	\$253.92	\$2,532.80
	71010-5950-100	Payroll Tax - UC	\$1,112.59	\$31.63	\$0.00	\$31.63	\$1,144.22
	71010-5950-200	Payroll Tax - UC	\$723.14	\$72.93	\$0.00	\$72.93	\$796.07
	71010-5950-540	Payroll Tax - UC	\$612.61	\$0.00	\$0.00	\$0.00	\$612.61
	71010-5950-600	Payroll Tax - UC	\$385.09	\$44.22	\$0.00	\$44.22	\$429.31
	71010-5950-900	Payroll Tax - UC	\$186.85	\$8.63	\$0.00	\$8.63	\$195.48
	71010-5950-950	Payroll Tax - UC	\$87.50	\$0.00	\$0.00	\$0.00	\$87.50
	71020-5950-100	Payroll Tax - WC	\$3,454.36	\$295.02	\$52.81	\$242.21	\$3,696.57
	71020-5950-200	Payroll Tax - WC	\$1,129.40	\$100.68	\$0.00	\$100.68	\$1,230.08
	71020-5950-540	Payroll Tax - WC	\$1,412.52	\$0.00	\$0.00	\$0.00	\$1,412.52
	71020-5950-600	Payroll Tax - WC	\$633.53	\$108.90	\$0.00	\$108.90	\$742.43
	71020-5950-900	Payroll Tax - WC	\$1,462.02	\$172.38	\$0.00	\$172.38	\$1,634.40
	71020-5950-950	Payroll Tax - WC	\$568.88	\$55.74	\$0.00	\$55.74	\$624.62
	71030-5950-100	Benefits	\$19,735.06	\$4,240.80	\$2,124.69	\$2,116.11	\$21,851.17
	71030-5950-200	Benefits	\$60.19	\$37.64	\$47.60	(\$9.96)	\$50.23
	71030-5950-540	Benefits	\$6,958.92	\$0.00	\$0.00	\$0.00	\$6,958.92
	71030-5950-900	Benefits	\$19,272.60	\$3,031.51	\$1,254.46	\$1,777.05	\$21,049.65
	71030-5950-950	Benefits	\$4,093.25	\$769.11	\$380.61	\$388.50	\$4,481.75
	80050-5950-540	Bar Supplies	\$144.45	\$0.00	\$0.00	\$0.00	\$144.45
	80110-5950-200	Cart Supplies	\$944.32	\$337.12	\$0.00	\$337.12	\$1,281.44
	80120-5950-100	Chemicals	\$4,522.60	\$148.00	\$0.00	\$148.00	\$4,670.60
	80170-5950-100	Course Accessories	\$636.11	\$51.60	\$0.00	\$51.60	\$687.71
	80190-5950-540	Dining Room Supplies	\$4,027.11	\$0.00	\$0.00	\$0.00	\$4,027.11
	80230-5950-100	Fertilizer	\$20,138.17	\$1,147.00	\$2,500.00	(\$1,353.00)	\$18,785.17
	80250-5950-100	Flowers/Decor	\$59.47	\$0.00	\$0.00	\$0.00	\$59.47
	80270-5950-100	Fuel	\$7,276.46	\$927.18	\$0.00	\$927.18	\$8,203.64
	80280-5950-100	Fungicides	\$1,000.55	\$150.21	\$0.00	\$150.21	\$1,150.76
	80320-5950-100	Herbicides	\$12,600.51	\$2,332.38	\$0.00	\$2,332.38	\$14,932.89
	80370-5950-100	Insecticides	\$6,008.12	\$823.33	\$0.00	\$823.33	\$6,831.45
	80380-5950-900	Janitorial Supplies	\$4,629.72	\$16.60	\$0.00	\$16.60	\$4,646.32
	80390-5950-540	Kitchen Supplies	\$974.34	\$0.00	\$0.00	\$0.00	\$974.34
	80410-5950-540	Laundry/Linens	\$1,465.00	\$0.00	\$0.00	\$0.00	\$1,465.00
	80420-5950-900	Laundry/Uniforms	\$1,663.28	\$0.00	\$0.00	\$0.00	\$1,663.28
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$91.86	\$0.00	\$0.00	\$0.00	\$91.86
	80520-5950-900	Office Supplies	\$4,474.20	\$421.33	\$0.00	\$421.33	\$4,895.53
	80610-5950-220	Range Balls	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00
	80620-5950-220	Range Equipment	\$511.33	\$851.35	\$0.00	\$851.35	\$1,362.68
	80630-5950-220	Range Expenses	\$439.25	\$0.00	\$0.00	\$0.00	\$439.25
	80690-5950-100	Sand/Topdress	\$5,743.45	\$0.00	\$1,500.00	(\$1,500.00)	\$4,243.45
	80710-5950-100	Seeds/Trees	\$1,529.89	\$0.00	\$0.00	\$0.00	\$1,529.89
	80730-5950-100	Small Tools	\$220.70	\$0.00	\$0.00	\$0.00	\$220.70
	80780-5950-600	Supplies	\$1,634.45	\$0.00	\$0.00	\$0.00	\$1,634.45
	80810-5950-600	Tournament Expense	(\$105.25)	\$295.85	\$0.00	\$295.85	\$190.60
	81010-5950-900	Alarm System	\$1,046.26	\$219.80	\$0.00	\$219.80	\$1,266.06
	81090-5950-200	Cart Repairs	\$640.37	\$0.00	\$0.00	\$0.00	\$640.37
	81130-5950-900	Computer Service	\$1,143.61	\$41.66	\$0.00	\$41.66	\$1,185.27
	81140-5950-540	Contract Cleaning - Tavern	\$4,924.78	\$0.00	\$0.00	\$0.00	\$4,924.78
	81140-5950-900	Contract Cleaning	\$2,436.00	\$812.00	\$0.00	\$812.00	\$3,248.00
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90
	81220-5950-600	Handicap Expense	\$3,705.00	\$416.00	\$0.00	\$416.00	\$4,121.00
	81250-5950-100	Irrigation	\$6,202.68	\$9.49	\$0.00	\$9.49	\$6,212.17
	81270-5950-600	Lesson Expense	\$179.58	\$106.40	\$0.00	\$106.40	\$285.98
	81300-5950-900	Pest Control	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-100	Repair & Maint - Equipment	\$14,858.02	\$926.65	\$0.00	\$926.65	\$15,784.67
	81350-5950-540	Repair & Maint - Equipment	\$649.95	\$0.00	\$0.00	\$0.00	\$649.95
	81350-5950-900	Repair & Maint - Equipment	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
	81360-5950-100	Repair & Maint - Building	\$221.28	\$97.00	\$0.00	\$97.00	\$318.28
	81360-5950-900	Repair & Maint - Building	\$2,668.79	\$32.01	\$0.00	\$32.01	\$2,700.80
	82000-5950-200	Cart Lease	\$48,201.03	\$5,355.67	\$0.00	\$5,355.67	\$53,556.70
	82020-5950-100	Equipment Lease	\$47,844.72	\$5,316.08	\$0.00	\$5,316.08	\$53,160.80
	82020-5950-540	Equipment Lease	\$909.75	\$0.00	\$0.00	\$0.00	\$909.75
	82060-5950-900	Off-Site Storage	\$1,538.00	\$176.00	\$0.00	\$176.00	\$1,714.00
	83000-5950-100	Utilities - Electric	\$2,010.58	\$289.64	\$0.00	\$289.64	\$2,300.22
	83000-5950-200	Utilities - Electric	\$8,604.28	\$884.01	\$0.00	\$884.01	\$9,488.29
	83010-5950-540	Utilities - Gas	\$4,390.31	\$0.00	\$0.00	\$0.00	\$4,390.31
	83020-5950-100	Utilities - Other	\$12,706.73	\$1,215.36	\$0.00	\$1,215.36	\$13,922.09
	83020-5950-900	Utilities - Other	\$17,435.46	\$2,210.23	\$216.88	\$1,993.35	\$19,428.81
	83030-5950-100	Utilities - Telephone/Fax	\$865.98	\$119.54	\$0.00	\$119.54	\$985.52
	83030-5950-900	Utilities - Telephone/Fax	\$980.22	\$294.72	\$0.00	\$294.72	\$1,274.94
	83050-5950-100	Utilities - Water	\$2,044.14	\$196.48	\$0.00	\$196.48	\$2,240.62
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$12,738.79	\$2,316.62	\$428.00	\$1,888.62	\$14,627.41
	85020-5950-900	Bank Charges	\$4,279.25	\$378.16	\$0.00	\$378.16	\$4,657.41
	85050-5950-900	Cash Short/(Over)	(\$2,035.45)	\$593.75	\$594.19	(\$0.44)	(\$2,035.89)
	85060-5950-900	Cell Phone	\$1,742.07	\$200.00	\$0.00	\$200.00	\$1,942.07
	85070-5950-900	City Surcharge R & R	\$29,829.02	\$2,709.08	\$0.00	\$2,709.08	\$32,538.10
	85120-5950-900	Credit Card Discounts	\$22,854.32	\$1,276.01	\$0.00	\$1,276.01	\$24,130.33
	85140-5950-900	Donations	\$543.25	\$0.00	\$15.00	(\$15.00)	\$528.25
	85150-5950-900	Dues & Subscriptions	\$739.00	\$0.00	\$0.00	\$0.00	\$739.00
	85190-5950-900	Employee Relations	\$1,128.81	\$438.23	\$322.11	\$116.12	\$1,244.93
	85200-5950-100	Employee Testing	\$93.40	\$0.00	\$0.00	\$0.00	\$93.40
	85280-5950-900	Insurance Expense	\$39,074.85	\$4,365.43	\$0.00	\$4,365.43	\$43,440.28
	85330-5950-900	Messenger Service - Fedex	\$225.20	\$50.99	\$0.00	\$50.99	\$276.19
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85410-5950-900	O/S - Legal	\$720.03	\$0.00	\$0.00	\$0.00	\$720.03
	85430-5950-100	O/S - Other	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00
	85480-5950-900	Payroll Processing Fee	\$5,424.58	\$885.72	\$1,110.00	(\$224.28)	\$5,200.30
	85490-5950-900	Postage/Shipping	\$909.12	\$112.57	\$0.00	\$112.57	\$1,021.69
	85610-5950-900	Tax/Licenses/Fees	(\$270.00)	\$75.00	\$30.00	\$45.00	(\$225.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$1,997.73	\$0.00	\$0.00	\$0.00	\$1,997.73
	85720-5950-100	Travel - Other	\$83.25	\$0.00	\$0.00	\$0.00	\$83.25
	85720-5950-900	Travel - Other	\$4,856.81	\$1,931.86	\$0.00	\$1,931.86	\$6,788.67
	85730-5950-950	Website Expenses	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	89020-5950-900	Employee Meals	\$113.21	\$0.00	\$0.00	\$0.00	\$113.21
	90000-5950-540	Management Fee - Tavern	\$5,141.58	\$0.00	\$0.00	\$0.00	\$5,141.58
	90000-5950-900	Management Fee	\$52,443.99	\$5,827.11	\$0.00	\$5,827.11	\$58,271.10
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,707.00	118.00	0.00	118.00	12,825.00
	REMWd-5950-100	Rounds - Employee - Weekday	18,688.00	92.00	0.00	92.00	18,780.00
	RMBWD-5950-100	Rounds - Member - Weekday	70,335.00	482.00	0.00	482.00	70,817.00
	RPKWD-5950-100	Rounds - Peak - Weekday	367,893.00	2,627.00	0.00	2,627.00	370,520.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			171	\$0.00	\$431,580.89	\$431,580.89	\$0.00



August 20th, 2018

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for July 2018 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING July 2018								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 43,359	\$ 45,282	\$ (1,923)		\$ 589,702	\$ 615,384	\$ 599,785	\$ (25,682)
Cart Fees	\$ 31,190	\$ 33,192	\$ (2,002)		\$ 396,884	\$ 421,812	\$ 423,304	\$ (24,928)
Range	\$ 2,795	\$ 2,579	\$ 216		\$ 31,398	\$ 31,507	\$ 31,567	\$ (109)
Pro- Shop Revenues	\$ 7,077	\$ 4,750	\$ 2,327		\$ 74,355	\$ 62,654	\$ 67,000	\$ 11,701
City Surcharge R/R	\$ 2,709	\$ 3,119	\$ (410)		\$ 32,538	\$ 35,215	\$ 34,754	\$ (2,677)
Total Revenue	\$ 87,130	\$ 88,922	\$ (1,792)		\$ 1,124,877	\$ 1,166,572	\$ 1,156,410	\$ (41,695)
Cost of Sales	\$ 3,136	\$ 2,795	\$ 341		\$ 36,427	\$ 33,564	\$ 32,062	\$ 2,863
Merchandise	\$ 3,136	\$ 2,795	\$ 341	56%	\$ 36,427	\$ 33,564	\$ 32,062	\$ 2,863
Gross Margin	\$ 83,994	\$ 86,127	\$ (2,133)		\$ 1,088,450	\$ 1,133,008	\$ 1,124,348	\$ (44,558)
Total Payroll	\$ 53,929	\$ 61,348	\$ (7,419)		\$ 516,923	\$ 608,218	\$ 557,672	\$ (91,295)
Total Operating Expenses	\$ 34,838	\$ 43,547	\$ (8,709)		\$ 430,324	\$ 458,021	\$ 484,208	\$ (27,697)
Net Operating Income	\$ (4,773)	\$ (18,748)	\$ 13,975		\$ 141,222	\$ 10,935	\$ 82,448	\$ 130,287
Other Expenses	\$ 5,923	\$ 6,094	\$ (171)		\$ 64,368	\$ 66,081	\$ 58,653	\$ (1,713)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 63,413	\$ 62,271	\$ 57,129	\$ 1,142
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 381	\$ 545		\$ 955	\$ 3,810	\$ 1,524	\$ (2,855)
Net Cash From Ops	\$ (22,345)	\$ (40,780)	\$ 18,435		\$ 76,854	\$ (55,146)	\$ 23,795	\$ 132,000
Rounds								
Total Rounds	3,319	3,589	(270)		39,573	42,593	42,137	(3,020)
Paid Rounds	2,627	2,593	34		31,475	32,763	32,639	(1,288)
Avg. GF/CF Total rounds	\$22.46	\$21.87	\$ 0.60		\$24.93	\$24.35	\$24.28	\$ 0.58
Avg. GF/CF Paid rounds	\$28.38	\$30.26	\$ (1.89)		\$31.35	\$31.66	\$31.35	\$ (0.31)
Avg. Merchandise/round	\$2.13	\$1.32	\$ 0.81		\$1.88	\$1.47	\$1.59	\$ 0.41

Overview:

- Overall golf revenues for July finished slightly lower than the projected budget for the month as a result of the continued wet weather pattern. The rain did contribute to a loss of rounds along with 9 days of Cart Path Only restrictions.
- The range revenue was equal to the budgeted amount for July. The pro shop and merchandise sales were higher than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$7,149. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished lower than the budgeted amount for a savings of \$13,975. The reason for the difference in expenses was due to the timing of invoices for products budgeted that was not received for the month but will come due in August as well as controlling expenses during the month.
- The month of July is the tenth month in our fiscal year 2017-2018. YTD, range revenue continues to be equal to the budget and pro shop revenues are higher than projected. Due to our savings in payroll and operating expenses we continue to be ahead of the projected budget for the year.



Food & Beverage:

Our entire team continues to support Flagsticks restaurant and we continue to build a strong relationship with Kevin Hannah, the owner. Our Sales Director, Reggie Hunter has been working with Kevin to promote the facility to all our guests by e-mail blasts, promotional advertising, along with posts on Facebook and Instagram.

R&R Projects:

- There were no projects for the month of July.

Tee Sheet Activity:

- There were 3,319 total rounds for the month which included 2,627 paid rounds, 482 Annual with Cypress Pass member rounds and 210 other rounds. The round type for the month included 2,562 eighteen hole rounds and 640 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

July 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2627	2593	2469	31475	32639
Annual	482	685	557	6018	7128
Other rounds	210	311	239	2180	2370
Total Rounds	3319	3589	3265	39673	42137

Departmental Summaries:

Course & Grounds/Range

- The weather during the month of July continued to be challenging as we experienced above average rainfall in the area. The rains definitely affected the ability of our maintenance team to maintain and cut areas of the rough and the Bahia.
- Fertilizers were applied to the greens, fairways, tees and high traffic areas. Applications of insecticides were applied to tees, greens and spot treatment to the fairways and rough areas. Spot application for weed control was performed around the tees, fairways and green surrounds.
- The putting surfaces were verticut and rolled to improve the putting surface.
- The maintenance team is continuing with ongoing maintenance projects around the golf course improving the sand bunkers and teeing areas.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Antigua, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$330.00 in gift card sales purchased for the month with \$7,077 in pro-shop sales.
- We hosted a summer camp for our junior golfers during July. Our teaching approach is based on establishing solid fundamentals that will keep the student interested and excited about the game for years to come. We covered all aspects of the game which included a day on the golf course to practice their skills.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.

- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We also participated in a Player Development program for adults and juniors during the month of July which is an initiative promoted nationwide by KemperSports to help introduce new players to the game of golf.
- The MGA and the WGA are continuing their league play. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails. Our summer golf leagues are continuing and we are proud to host the Chamber of Commerce Group, The Doug Out Group, The Teed Off Golfers and the Wednesday night scramblers. These groups are important to Cypress Head since they play regularly and promote the course to other residents in Port Orange.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2018-2019 seasons.
- Ms. Hunter continues to assist Mr. Hannah in his marketing efforts to promote Flagsticks restaurant at Cypress Head.
- We were proud to announce that Cypress Head Golf Club received the Reader's Choice award for the "Best Golf Course in Volusia County" for the 9th year in a row.
- We hosted the Volusia-Flagler Junior Golf Association in July. This is an opportunity for local junior golfer to experience Cypress Head.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 10,800 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.

- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Report run: 7/31/2018 12:23 PM MDT

Data current as of: 7/31/2018 12:19 PM MDT



REPORT CRITERIA

Date of Survey: 7/1/18 - 7/30/18

Select level: Cypress Head Golf Club

Number of Surveys: 7

#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Recommend Rating	NPS	Overall Rating w/o FAB	Comments	
Totals					8.5	9.1	7.6	8.7	42.9	8.5		
Cypress Head Golf Club					8.5	9.1	7.6	8.7	42.9	8.5		
Golf					8.5	9.1	7.6	8.7	42.9	8.5		

- There were over 400 questionnaires mailed out to players during July. The overall rating for the golf course received a 7.6 with a recommended rating of 8.7 and our service rating is at 9.1.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.



Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Our entire team is dedicated to being able to serve the needs of our community and our golfers.
- We will be continuing our series of Men's & Ladies golf clinic to promote Cypress Head and the game of golf.
- We will be continuing our "Junior's Play Free Program" until the end of August.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (G15) Second Reading - Ordinance No. 2018-21 - LDC
Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 18-25000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2018-21, amending Chapter 3, 5, 6, 13, 16 and 17 of the Land Development Code.

SUMMARY: Planning Commission Action (7/2618): Recommended Approval

The proposed amendment includes updates to Chapters 3, 5, 6, 13, 16 and 17 of the Land Development Code (LDC). The proposed amendments are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed amendments include clarifications, procedural and minor changes that are simple clean-up items that make the Code and the development review process more efficient and consistent, or amendments to address problems or issues encountered when applying the Code. The following are the proposed amendments to the LDC. The staff report is attached for more detail.

Summary List of the Proposed Amendments

Chapter 3

- Add text for an inactive development project to be withdrawn from the development review project list when there is no activity.
- Update requirement that computer-aided drafting (CAD) system files submitted to the City as part of the Final Inspection request for a site or subdivision be in State Plane Coordinates NAD83
- Add text that the resubmittal of final as-built drawings for a development project to address comments by staff shall be submitted to the City no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements.
- Remove the limit restriction for the number of large-scale comprehensive plan amendments submittals the City could submit to the State in a year.

Chapter 5

- Clarify that the developer of a commercial or residential subdivision or site development is required to purchase and install all required street identification and traffic control signs.
- Update the City's requirements for monumentation related to a subdivision plat and comply with the standard State requirements.
- Clarify the submittal quantity and signature requirements for a Subdivision Improvement Agreement and a Site Improvement Agreement. Subdivision Improvement

Agreement and a Site Improvement Agreement The proposed amendment would clarify that one signed copy of the SIA is to be submitted to the City to be signed by the Mayor and attested by the City Clerk and recorded prior to issuance of a Development Order.

Chapter 6

- Modify the signature requirement for an Unity of Title Agreement to be consistent with a Site or Subdivision Improvement Agreement (SIA) The amendment would require the Unity of Title Agreement to be signed by the Mayor and attested by the City Clerk. A Unity of Title Agreement is a standard document between the City and a property owner that binds multiple parcels or lots together for the purpose of meeting site development requirements, allowing the lots or parcels to be treated as a single, unified development site.

Chapter 13

- Make the required size of a replacement shade tree for a single-family and two-family lot consistent throughout the LDC The proposed amendment would require a new or replacement shade tree be at least two and half-inch caliper and ten feet tall.

Chapter 16

- Allow real-estate sales and brokerage offices as a permitted home occupation, subject to all meetings being held off-site; and expand the type of lessons that can be taught at an instructor's home.
- Define a "temporary storage container" and create location and time limitation requirements for placement on a property with residential zoning

Chapter 17

- Remove the individual disclosure notice requirement for lots with a building coverage between 36% and 50% located in the Neighborhood District of the Planned Community-Agriculture (PC-A) zoning district. The building coverage requirement will still be noticed on the recorded subdivision plat and the building coverage notice for the subdivision will also be recorded along with the plat and available during a due diligence review of the public records for a subject property.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-21	Ord. No. 2018-21 .pdf
2.	Ord. No. 2018-21 Exhibit A	Composite Exhibit A - 2018 LDC Amendments.pdf
3.	Staff Report	Final_Staff Report_LDC Amendment_2018 Spring Clean-up (003).pdf

Robin Fenwick

Created/Initiated - 08/22/2018

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 3, 5, 6, 13, 16, AND 17
RELATING TO CODE ADMINISTRATION, SUBDIVISION
AND SITE PLAN REGULATIONS, LANDSCAPING AND
BUFFERS, HOME OCCUPATIONS, RESIDENTIAL
OUTDOOR STORAGE AND PC-A INDIVIDUAL ZONING
DISTRICT DISCLOSURE; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part
the Land Development Code, City of Port Orange, Florida, Chapter 3 - Administration,
Chapter 5 - Subdivisions, Chapter 6 - Site Development, Chapter 13 - Landscaping and
Buffers, Chapter 16 - Miscellaneous Regulations, and Chapter 17 - Zoning District
Regulations, as attached hereto as **Exhibit "A"**.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 4: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

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

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

Exhibit A

Land Development Code (LDC) Amendments

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 3 - ADMINISTRATION

ARTICLE I: - CODE ADMINISTRATION

[No changes to sections (1) through (2)]

Section 3: - Development plan review process.

[No changes to subsections (a) and (e)]

(f) *Abated application.* An application shall be abated when the applicant fails to resolve pending conditions for the issuance of a development order for six (6) consecutive months from the date of the last official written communication from Community Development to the applicant. The Administrative Official shall issue a Notice of Abated Application to the applicant which shall include reference to the Abandoned application provision, set forth in subsection (g) of this section. Any submittal after the issuance of a Notice of Abated Application shall require applicant to pay a resubmittal fee. Any submittal after the issuance of the Notice of Abated Application shall comply with any amendments to this code or any other applicable federal or state law or regulation subsequent to the last review of the application.

(g) *Abandoned application.* An application shall be considered abandoned when the applicant fails to resolve pending conditions for the issuance of a development order for an additional six (6) consecutive months from the date of the Notice of Abated Application issued by Community Development to the applicant, in accordance with subsection (f) of this section. The Administrative Official shall issue a Notice of Abandoned Application to the applicant. Any submittal after the issuance of the Notice of Abandoned Application shall constitute a new application and shall include the appropriate review fees.

[No changes to section (4)]

Section 6: - Inspections and acceptance.

[No changes to subsections (a) and (b)]

(c) *Request for final inspection.* Final inspection of subdivision or site improvements shall be scheduled no more than five working days after the city's receipt of the following documents, unless a later date is requested by the developer:

- (1) *Certification of completion by the engineer of record and/or landscape architect, as appropriate.* Upon completion of the subdivision or site improvements, the developer's engineer and/or landscape architect, shall submit a signed and sealed certificate stating that the work was constructed under his or her supervision, and has been completed in substantial conformance with the approved development plans in compliance with the requirements of this code.
- (2) *As-built drawings.* Upon approval of the as-built drawings, the developer shall provide an original and the required number of copies of as-built development plans as outlined by the city standard construction detail for paving, drainage, landscaping and utilities, signed and sealed by the engineer of record, landscape architect, and/or surveyor, as appropriate. All

- the as-built construction drawings shall be prepared on an appropriate computer-aided drafting (CAD) system. The developer shall provide one copy of the ~~computer~~CAD files to the city with all external reference files bound to the working file in State Plane Coordinates NAD83, as amended. ~~If the as-built drawings are not available prior to scheduling the final inspection, they shall be submitted prior to scheduling any re-inspection.~~
- (3) *Testing reports.* Copies of all testing reports shall be submitted.

The department shall determine if the submitted documents are complete within two working days of the request for final inspection. Incomplete submittals shall be returned to the engineer of record with the deficiencies explained in writing.

- (d) *Final inspection report.* A final inspection report shall be issued noting any discrepancies for the site construction permit, corrective actions required, and any subdivision or site re-inspection fee required. In addition, the report shall review final documentation required for acceptance of the subdivision or site improvements, and/or issuance of a certificate of occupancy for site development, once any necessary corrections are made.
- (e) *Final as-built drawings.* Final as-built drawings addressing any discrepancies and corrective actions must be provided no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements, as applicable.

[Renumber subsections (e) through (j) accordingly]

Section 7: - Amendments.

Application to amend the text within this code or the comprehensive plan may be initiated by any person, board or agency. Application to change the future land use under the comprehensive plan or rezone land under this code may be initiated by the landowner(s), department, planning commission, or city council. The requirements of this section are in addition to the requirements of applicable state law and county ordinances.

(a) *Application.* Application for development code or comprehensive plan amendments shall be made on the appropriate forms provided by the department for that purpose, and shall be accompanied by the appropriate review fee.

- (1) Application deadlines for development code amendments and rezonings shall be as specified in the development review and public hearing calendars, which shall be established annually by the city council no later than December 31 of each year.
- (2) Applications for comprehensive plan amendments may be made at any time, ~~but large-scale~~ ~~amendments shall only be considered twice per year.~~ Deadlines shall be as specified in the adopted critical dates calendar.
- (3) Applications for rezonings and future land use plan amendments shall include a legal description of the property, sketch or survey of the property, proof of ownership, and authorization of the owner if represented by an agent or contract purchaser.

[No changes to subsections (b) and (e)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 5 - SUBDIVISIONS

No changes to sections (1) through (3)]

Section 4: - Paving and drainage improvements.

The following paving and drainage improvements shall be constructed in all subdivisions, and shall include the complete clearing and grading of all road rights-of-way, unless specifically shown otherwise on the approved plans.

(a) *Roadways and streets.* All subdivisions shall construct a system of roadways and streets to provide access to proposed lots and for the through traffic needs of the project and area. In addition, any unpaved streets which provide access to the subdivision shall be improved as required in this section.

[No Changes to subsections (1) and (2)]

(3) *Construction.* Basic construction requirements for roads are as follows. See standard construction details for detailed specifications.

[No changes to subsections (a) through (e)]

(f) Signs for street identification and traffic control shall be installed by ~~the city~~ the developer, at the developer's expense. Signs shall be based on the requirements of the Federal Highway Administration Manual of Uniform Traffic Control Devices, current edition, and standard city specifications.

[No Changes to subsections (b)]

Section 5: - Utility improvements.

[No changes to subsection (a)]

(b) *Electric.* The developer shall be responsible for installation of electric utility lines, with all lines to be constructed underground unless otherwise permitted in section 8, chapter 11 of this code.

(1) *Street lights and walkway lights.* The developer shall forward approved development plans to the power utility franchisee for street light and walkway light design in compliance with the standard construction details.

(a) Street lights shall be generally provided at all intersections, and at major entry roads into the subdivision as designated by the administrative official. Street lights or walkway lights shall be provided at intervals along each street of between 300 and 400 feet.

(b) The developer shall pay the city a sum established by resolution of the city council for all street lights and walkway lights required to serve the subdivision at buildout and located along public streets.

(c) When street lights or walkway lights are provided by the power utility franchisee for the subdivision, the developer shall arrange for installation and the city shall request energization of street lights and walkway lights at major entry roads into the subdivision and at all intersections before the final plat for the subdivision is recorded. The city will request installation and energization of all other street lights and walkway lights at the

time that 25 percent of the platted lots in the subdivision have been issued certificates of occupancy.

(d) When alternate design for street lights or walkway lights is used, the developer shall arrange for installation and energization of such lights.

(e) Prior to installing any alternate design street lights or walkway lights along public streets, the developer and homeowners' association shall enter into an agreement with the city. The developer or homeowners' association shall pay all costs related to construction and installation of such street lights or walkway lights. In addition, the homeowners' association shall pay all maintenance and operating costs, including repair, replacement and electricity, for such street lights or walkway lights.

(f) Prior to installing any walkway lights along state or county roads, the developer and homeowners' association or adjacent property owner shall enter into an agreement with the city. The developer, homeowners' association or adjacent property owner shall pay all costs related to construction and installation of such walkway lights. In addition, the homeowners' association or adjacent property owner shall pay all maintenance and operating costs, including repair, replacement and electricity, for such walkway lights.

[No changes to subsection (c)]

Section 6: - Plat requirements.

(a) *Survey accuracy.* The allowable angular error of closure and linear error of closure for subdivision surveys shall be in accordance with chapter 61G17-6, Florida Administrative Code, for high risk properties.

(b) *Monumentation.* The developer shall cause a professional land surveyor and mapper to install monuments based on the requirements of F.S. ch. 177, and chapter 61G17-6, Florida Administrative Code. ~~The professional land surveyor and mapper shall establish the elevation in feet above National Vertical Geodetic Datum (N.V.G.D.) for at least two permanent reference monuments in the subdivision, and show such information on the plat.~~

[No changes to subsections (c) and (d)]

Section 7: - Subdivision plat and development plans review.

[No changes to subsection (a)]

(b) *Final document submittal.* The following documents shall be submitted within one week of a planning commission recommendation regarding subdivision plat and plans, in order to be reviewed and approved by the city manager staff prior to being executed by the mayor and attested by the city clerk:

(1) ~~Three copies of an executed~~ Subdivision improvement agreement (SIA) ~~approved by staff.~~

An improvement guarantee shall be required if the plat is recorded prior to the completion of improvements. All agreements and guarantees shall be on forms furnished or currently approved by the city. The guarantee shall be in the amount of 110 percent of an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all required infrastructure public improvements from the time of city acceptance, and shall be submitted prior to acceptance in the amount of ten percent of the actual construction cost.

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 6 - SITE DEVELOPMENT

[No changes to sections (1) through (4)]

Section 5: - Site development plans.

[No changes to subsection (a)]

(b) *Site improvement agreements.* If improvements are to be constructed on public property, or within a public right-of-way or easement, a site improvement agreement (SIA) between the property owner/developer and the city is required to guarantee completion. The agreement shall be approved by staff and on a form furnished or currently approved by the city, ~~and shall be~~ The executed SIA shall be submitted with the site plan resubmittal, in order to be executed by the mayor and attested by the city clerk prior to issuance of a development order. The guarantee, in a form acceptable to the city, shall be in the amount of 110 percent of an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all improvements from the time of city acceptance, to be submitted prior to acceptance, in the amount of ten percent of the actual construction cost.

(c) *Unity-of-title agreement.* A unity-of-title agreement shall be required for developments on properties consisting of multiple parcels or lots, where the improvements required by this code are spread among the multiple parcels or lots and no one parcel or lot can meet the requirements of this code standing on its own. The agreement shall be approved by staff and on a form furnished or currently approved by the city, and shall be executed by the mayor and ~~city manager~~ attested by the city clerk prior to issuance of a development order.

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 13 - LANDSCAPING AND BUFFERS

Section 5.5: - Landscaping for single- and two-family residences.

[No changes to subsection (a)]

(b) *Quality, size, species, and location of required trees and shrubs.*

(1) *Quality and size.* Shade trees shall be No. 1 Grade or better, shall have a minimum two-inch caliper, and shall be a minimum of ten feet high when planted. Replacement trees for single- and two-family lots subsequent to the issuance of a certificate of occupancy shall be a minimum ~~of one-inch~~ size of two-inch caliper, ~~eight-ten~~ feet high.

(2) *Species.* Approved tree and shrub species are listed in subsection 6(b) of this chapter.

(3) *Location.* At least one-half of the required shade trees and three-quarters of the required shrubs shall be located in the front half of the property, unless the administrative official determines that the required trees and shrubs may be located elsewhere on the property due to the unique shape or characteristics of the lot.

[No changes to subsections (c) through (e)]

Section 6: - Landscape materials.

[No changes to subsection (a)]

(b) *Minimum specifications.* All landscape material required to satisfy this code shall be Florida No. 1 Grade or better, according to the current Grades and Standards for Nursery Plants, State of Florida Department of Agriculture. In addition, all landscape material shall satisfy the following minimum specifications.

(1) *Shade trees.* Shade tree species shall be a minimum of ~~two-and-one-half-inch~~ caliper and ten feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Palms may be used for up to 25 percent of required shade trees when planted in the quantities specified in the chart below. Understory trees may be substituted for up to 25 percent of required shade trees when planted in groups of two or more per required tree. All shade trees shall be staked and guyed at the time of planting in accordance with the details of this section. Below is a list of approved native shade trees and palm tree equivalents.

[No changes to subsections (2) – (8)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA

Chapter 16 - MISCELLANEOUS REGULATIONS

Section 1: - Accessory uses and structures.

(e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

(1) *Residential uses.*

(a) Outside storage of materials and equipment shall be restricted to the rear yard area and screened by an opaque fence or hedge so that such materials are not visible from any public right-of-way or adjoining lot.

(b) Materials and equipment such as appliances, unlicensed or inoperable motor vehicles, motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside. This prohibition shall not apply to licensed and operable motor vehicles, boats, recreational vehicles and other such vehicles which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.

(c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the building permit and shall be removed prior to the City's issuance of a Certificate of Occupancy or Completion.

[No changes to subsections (2) through (4)]

Section 2: - Home occupations.

[No changes to subsection (a)]

(b) *Permitted home occupations.*

(1) Office uses: Professional and business office activities that do not involve clients, customers or employees visiting the premises. Examples shall include but not be limited to, administrative offices for off-site commercial or industrial businesses; offices for businesses that provide off-site services to customers, such as bookkeepers or accountants; or professional offices, such as real-estate sales and brokerage, for which meetings or appointments with clients are held off-site.

(2) Off-site sales of customary hobby crafts produced at hobbyist volumes in the home by family members. Such hobby crafts may include, but are not limited to, needlework, woodwork, or visual artwork.

(3) Off-site provision of services to other homeowners that does not involve the use of tools or machinery in size or numbers beyond that customarily found in a residence of that size.

(4) Private instruction of no more than one student per session.

(c) *Prohibited home occupations.*

(1) Motor vehicle and boat repair.

(2) Beauty and barber shops.

(3) Child care center or nursery school (except for those specifically permitted by the State of Florida Department of Health and Rehabilitative Services).

(4) Amplified musical instrument instruction.

~~(5) Dance and nonamplified musical instrument instruction (except private tutoring of no more than one student per session and limited to no more than four sessions per day).~~

~~(56)~~ Photography studio.

(7) Real estate sales and brokerage, for which meetings or appointments with clients are held on-site.

~~(68)~~ Retail sales (except garage sales).

~~(79)~~ Painting of vehicles, trailers or boats.

~~(810)~~ Upholstering.

~~(911)~~ Welding.

~~(1012)~~ Taxidermy.

~~(1113)~~ Tattoo establishment.

~~(1214)~~ Any use not specifically permitted by chapter 16, section 2(b) above.

[No Changes to subsection (d)]

Exhibit –

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 17 - ZONING DISTRICT REGULATIONS

[No Changes to sections 1 through 28]

Section 29: - Planned community—Agricultural (PC-A) district.

[No Changes to subsections (a) through (c)]

(d) Neighborhood district

[No Changes to subsections (1) through (11)]

(12) Restriction disclosure notice requirement. The property owner shall disclose the lots eligible for the increased lot coverage restriction on the subdivision plat in the form of a plat note, and in writing to subsequent purchaser(s) of any lot within any subdivision approved for 50 percent lot coverage. The city shall require the property owner to sign, notarize and record a restriction disclosure notice in the Public Records of Volusia County, Florida, instantly after the recording of the plat. ~~The property owner shall obtain the subsequent purchaser's notarized receipt for the notice and record same in the public records prior to transferring any lot in the subdivision. The form of the restriction disclosure notice shall be approved by the city attorney.~~

[No Changes to subsections (e) through (m)]

(n) Community planning incentives.

(3) Building coverage incentives. The maximum building coverage for single-family and duplex lots can be increased up to 50 percent by providing a financial contribution to the City to achieve specific community planning objectives within the PC-A zoning district and by providing storm water management facilities large enough to treat and attenuate the runoff from 50% building coverage when combined with normal & customary homesite and public (or private) right-of-way impervious improvements.

(a) The building coverage increase is applicable in increments of 25 lots. The payment amount is based on each group of 25 lots, regardless of the actual number of lots (one to 25) that take advantage of this provision.

(b) The financial contribution must be paid to the city prior to the first building permit being issued for the lots subject to the increased building coverage.

(c) The building coverage increase provision only applies to vacant residential lots.

(d) The lots eligible for the increased lot coverage restriction shall be placed on the new plat or the replat in the form of a plat note. For purposes of replatting to provide for the increased lot coverage restriction only, the city council hereby delegates its authority for approval of the replat to the administrative official, and said replat shall be executed as required by general law and recorded in the public records. ~~In addition to the plat or replat note, the owner of the platted lots with an increased lot coverage percentage shall, prior to issuance of a building permit, record a separate disclosure document for each legally described lot for which a building permit is requested evidencing that the increased lot coverage restriction is vested for said lot. The seller shall provide to the purchaser said disclosure as a part of the contract for sale and the Purchaser shall~~

~~acknowledge receipt thereon of said disclosure. The disclosure shall be signed by the property owner(s), the purchaser(s) of the single family or duplex home and the city administrative official on the form approved by the city attorney.~~

[No changes to subsection (e)]



STAFF REPORT

CASE NO. 18-25000005

LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17

REQUEST:	To amend the Land Development Code (LDC) Chapter 3, 5, 6, 13, 16 and 17, as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 26, 2018)
CITY COUNCIL DATE:	August 21, 2018

INTRODUCTION

Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed amendments include clarifications, procedural and minor changes that are simple clean-up items that make the Code and the development review process more efficient and consistent, or amendments to address problems or issues encountered when applying the Code.

Amendments to Chapter 3 – Code Administration

- The proposed amendment would add text for an inactive development project to be withdrawn from the development review project list. Currently, the LDC provides timeframes for development applications to be reviewed, resubmitted, and extensions for resubmittals. Once all of the staff comments have been satisfactorily addressed, a Development Order (DO) can be issued, which allows the developer to move into the construction phase for the project. However, in some cases there have been projects where all comments have been addressed but the issuance of the DO is pending the submittal of an executed document such as an Site Improvement

Agreement (SIA), Subdivision Improvement Agreement (SIA), and Unity of Title Agreement, or payment of a Transportation Fair-Share fee. If these documents or fees are not provided, the project can remain “on hold” for months to years. During the time the project is “on hold”, there could be changes to development requirements, standard construction details, and/or new impacts due to development that has occurred during the period the project was inactive. This was an issue during the recession and staff has noticed this issue occurring with a few recent projects.

The proposed amendment clarifies that a development application shall be deemed “abated” when the applicant fails to resolve pending conditions for the issuance of a development order for six consecutive months, and shall be deemed “abandoned” when the applicant does not resolve pending conditions for the issuance of a development order for an additional six consecutive months from the date of the Notice of Abated Application. The amendment provides for the applicant to receive a notification of the abated application after 6-months without resolving the pending conditions for issuance of a development order. A submittal after issuance of a Notice of Abated Application would pay the required resubmittal fee according to the current fee resolution, and the development plans and associated documents or studies would need to be revised to comply with current LDC or other applicable state regulations. The proposed amendment also states that if the applicant fails to resolve pending conditions for the issuance of a development order for an additional six consecutive months from the date of the Notice of Abated Application, the application would then be deemed abandoned and any subsequent submittal would require a new development application and the appropriate review fee.

- The proposed amendment is to update the current requirement for the computer-aided drafting (CAD) system files that are submitted to the City as part of the Final Inspection request for a site or subdivision. The amendment would require that the as-built CAD files be in State Plane Coordinates NAD83. With the as-built CAD files in the State Plane Coordinates NAD83, it will allow the City’s staff, specifically GIS, to use the as-built CAD files in various mapping applications. The change does not weaken any standards or level of review of as-builts, just update the type of electronic files submitted, so the City can utilize the files with current and future software applications and provide more readily available information to the public.
- The proposed amendment is to add text that the resubmittal of final as-built drawings for a site or subdivision development project to address discrepancies and corrective actions requested by staff shall be submitted to the City no later than thirty (30) days after issuance of Certificate of Occupancy and/or final acceptance of improvements, as applicable. Currently, the Code requires as-built drawings for a development project be provided to the City as part of the Final Inspection process, but there is no process in the LDC for the review or acceptance of the as-built drawings. Currently, staff receives the as-built drawings when a final inspection is

requested for a development project, and City staff will review the as-builts and provide the project engineer with comments to be addressed. All staff comments are to be addressed prior to acceptance of the site work. The proposed amendment would establish the process for as-builts drawings to be reviewed and a provision to allow a Certificate of Occupancy and/or final acceptance of improvements to be issued if there are minor discrepancies and corrective actions needed. The changes would not weaken the standards or level of review for the as-built drawings, just provide standards and timeframes for the review process.

- The proposed amendment would remove the limit restriction for the number of large-scale comprehensive plan amendments submittals the City could process. Prior to 2011, the State of Florida only allowed a City to submit two large-scale comprehensive amendments a year, but this limitation was removed from State law in 2011. The proposed change would not weaken the standards or level of review of a large-scale comprehensive plan, just align the City's standards with the current State submittal requirements for large-scale comprehensive plan amendments.

Amendments to Chapter 5 – Subdivisions (Street Signs and Monumentation)

- The proposed amendment is to clarify that the developer of a commercial or residential development is required to purchase and install all required street identification and traffic control signs for a new subdivision. Currently, the LDC requires the City to install the required street and traffic control signs and then charge the developer. According to Public Works staff, the City stopped making and installing signs for new subdivisions in the 1990's. The proposed amendment would clarify in the LDC that the developer of a subdivision is required to purchase and install all required street identification and traffic control signs as part of a new subdivision.
- The proposed amendment is to reference the requirements of F.S. Chapter 177 and Chapter 61G17-6, Florida Administrative Code, for monumentation purposes related to a subdivision plat. Monumentation is the process of placing markers on a surveyed area of land for the purpose of distinguishing the boundary and elevations identified during the completion of a professionally conducted survey. The proposed amendment would update the City's requirements for monumentation and comply with the standard State requirements for monumentation. The subdivision review process will still require a thorough final plat review by the Staff Development Review Committee (SDRC), Planning Commission, and City Council. The changes would not affect any of the current subdivision design requirements and not weaken the standards or level of review of the plat, just align the City's standards with the State standard requirements.

Amendments to Chapter 5 and 6 - Site and Subdivision Improvement Agreements

- The proposed amendment is to clarify the submittal and signature requirements for a Site or Subdivision Improvement Agreement (SIA). The SIA is an agreement prepared by the City between the City and a property

owner or developer that guarantees completion of public improvements (on-site or off-site) depicted on an approved set of site or subdivision construction plans and requires a one-year warranty on the improvements referenced in the SIA. The SIA is prepared by the City Attorney's office and is given to the developer to sign.

Currently in the LDC, three signed copies of the SIA for a subdivision project are to be submitted to the City after the subdivision item goes before Planning Commission, and the SIA is to be signed by the City Manager and recorded prior to issuance of a Development Order for the subdivision. As for the submittal of an SIA for a site plan project, one signed copy of the SIA is to be submitted to the City and it is to be signed by the Mayor and attested by the City Clerk prior to issuance of a Development Order.

The amendment would make the submittal quantity and signature requirements for a Subdivision Improvement Agreement and a Site Improvement Agreement the same. The proposed amendment would clarify that one signed copy of the SIA is to be submitted to the City to be signed by the Mayor and attested by the City Clerk and recorded prior to issuance of a Development Order. The change would not affect how the SIA is prepared or requirements in the SIA, just provide consistency in who is required to sign the document and the number of copies to be provided to the City by the developer.

Amendment to Chapter 6 – Site Development (Unity of Title Agreements)

- The proposed amendment would modify the signature requirement for an Unity of Title Agreement to be consistent with a Site or Subdivision Improvement Agreement (SIA). A Unity of Title Agreement is a standard document between the City and a property owner that binds multiple parcels or lots together for the purpose of meeting site development requirements, allowing the lots or parcels to be treated as a single, unified development site. Currently, the agreement is prepared by the City Attorney's office and requires the property owner, the Mayor and the City Manager to sign the agreement. The amendment would require the Unity of Title Agreement to be signed by the Mayor and attested by the City Clerk. The changes would not affect how the Unity of Title Agreement is used, just provide consistency to who is required to sign the Unity of Title Agreement.

Amendments to Chapter 13 – Landscaping and Buffers

- The proposed amendment would make the required size of a replacement shade tree for a single-family and two-family lot consistent throughout the LDC and reduce miscommunication between the City and tree removal contactor or property owner regarding the size of a shade tree. A replacement shade tree is required when an existing shade tree is removed from a residential lot that has been issued a Certificate of Occupancy (CO) and does not meet the minimum number of shade trees required by the LDC. As part of the tree removal process, the tree removal contactor or property owner is required to replant replacement tree(s) to meet the minimum shade tree requirement in the LDC.

Currently, there are three size requirements for a shade tree on a single-family and two-family lot. For replacement shade trees, Chapter 9 requires a minimum size of two-inch caliper, ten feet high, and Chapter 13 requires a minimum of one-inch caliper, eight feet high. Also, in Chapter 13, there is a third size requirement for a shade tree being installed on a new residential lot that a Certificate of Occupancy (CO) has not been issued of two and a half-inch caliper, ten feet tall. In researching nurseries in the area, a two and a half-inch caliper is more common in most of ten-foot-tall shade tree species.

The proposed amendment would require a new or replacement shade tree be at least two and half-inch caliper and ten feet tall. The change will not affect the number of shade trees required on a lot, just make the size requirement for a new and replacement shade tree consistent.

Amendments to Chapter 16 – Home Occupations

- The proposed amendment would allow real-estate sales and brokerage offices as a permitted home occupation, subject to all meetings being held off-site; and expand the type of lessons that can be taught at an instructor's home. The current regulations for home occupations allow a resident to work at their home as an accessory use. The intent of the code is to preserve the principal residential use while allowing a greater flexibility for the resident to be employed. In recent years, there have been requests to allow:
 1. Real-estate and brokerage uses as allowable home occupations; and
 2. Expand the type of private lessons that can be taught at a residence to no more than one student per session and to include, but not limited to swimming, education, gymnastic, karate, speech, cooking, etc.

These changes are based on the economy and technological advances that have reduced obstacles in working at home and have led to residents wanting to expand the list of permitted home occupations. The current LDC allows for professional office uses that do not include clients or employees coming to the home, off-site sales of crafts produced at a home, and off-site services for other homeowners (e.g. handyman) but prohibits real-estate and brokerage uses and limits instructional services to just dance and music.

These updates would not affect any of the current restrictions for home occupations in the LDC that minimize impacts associated with home occupations, just update the uses that can be home occupations.

Amendments to Chapter 16 – Residential Outdoor Storage

- The proposed amendment would define a “temporary storage container” and create location and time limitation requirements for placement on a property with residential zoning. According to Code Enforcement staff, complaints regarding temporary storage containers on residential property for extended periods of time have been increasing over the years. However, there are no regulations on the amount of time or location a temporary storage container can be on residential property. The proposed amendment would create requirements for residents utilizing a temporary storage container, and provide requirements for Code Enforcement to cite when a temporary storage container has been located on a residential property for an extended period of time.

The proposed amendment would provide reasonable use of a temporary storage container but ensure surrounding properties are not negatively impacted:

1. A temporary storage container would be allowed on a residential property for a maximum of 30-days in a one-year period;
2. A temporary storage container can be used as part of construction work being done at a residential property during construction, as long as there is an active Building Permit. The temporary storage container is to be removed within 7-days after the last building inspection;
3. A temporary storage container cannot be used to store solid waste, construction debris, recyclable materials, business inventory, commercial goods, or illegal or hazardous materials; and
4. A temporary storage container is to be set back 5 feet from any property line and placed on a driveway or hard surface.

Amendments to Chapter 17 – Planned Community-Agriculture (PC-A) individual zoning district disclosure notice

- The proposed amendment is to remove the individual disclosure notice requirement for lots with a building coverage between 36% and 50% located in the Neighborhood District of the Planned Community-Agriculture (PC-A) zoning district. In 2006, Ordinance 2006-36 was approved to allow a developer to increase the maximum building coverage for a single-family lot from 35% up to 50% if additional subdivision requirements were provided, such as, increased open space, recreational amenities, and entry features. At the request of Council, the 2006 Ordinance included a requirement that an individual disclosure notice be signed by the new lot owner to inform them of the maximum building coverage requirement for their lot. The individual lot disclosure notice is in addition to the standard notices provided through the subdivision plat notes and a separate notice document recorded with the plat.

The proposed amendment would only eliminate the individual lot disclosure notice that is required at the time a Certificate of Occupancy is issued. The building coverage requirement will still be noticed on the recorded subdivision plat and the building coverage notice for the subdivision will also

be recorded along with the plat. Therefore, if the amendment is approved, sufficient recorded notice of the building coverage requirement will remain and be available during a due diligence review of the public records for a subject property. The proposed amendment will alleviate potential title issues for future home owners, eliminate city staff from preparing duplicate documents for recording, and streamline the process for issuing a Certificate of Occupancy for a new home.

RECOMMENDATION

Approval of the amendments to Chapter 3, 5, 6, 13, 16 and 17 of the Land Development Code.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 18-60000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-23, to rezone ±5.85 acres from Planned Commercial Development (PCD) to Community Commercial (CC).

SUMMARY: Planning Commission Action (7/26/18): Recommended Approval

A proposal by the applicant to rezone the subject property from Planned Commercial Development (PCD) to Community Commercial (CC). The property is currently zoned PCD but does not have an active Master Development Agreement (MDA). The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site. The CC zoning district permits typical community scale commercial uses commonly found in shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

According to the applicant, the property owner intends to develop the subject site with a child care facility, offices and retail space. The applicant does not anticipate deviating from the requirements in the LDC, therefore, the applicant selected to use a conventional zoning district and meet the requirements in the LDC. If the rezoning is approved, the applicant will have to submit development plans for staff review and proposed development will be reviewed to meet all architectural, landscape buffers, infrastructure, traffic/transportation, and site development requirements of the City's Land Development Code (LDC).

The staff report is attached for more details.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-23 with	Ord. No. 2018-23 Rezoning 6225 S. Williamson
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	exhibits	Blvd..pdf
2.	Staff Report	Staff Report.pdf

Robin Fenwick

Created/Initiated - 08/20/2018

ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING +5.85 ACRES
LOCATED AT 6225 SOUTH WILLIAMSON BOULEVARD
FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO
COMMUNITY COMMERCIAL (CC); AUTHORIZING
REVISION OF THE OFFICIAL ZONING ATLAS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of +5.85 acres at located 6225 South Williamson Boulevard from Planned Community Development (PCD) to Community Commercial (CC); and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Community Development (PCD) Community Commercial (CC).

Section 2. The property rezoned consists of +5.85 acres at located 6225 South Williamson Boulevard more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "1"

VESTING DEED - LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

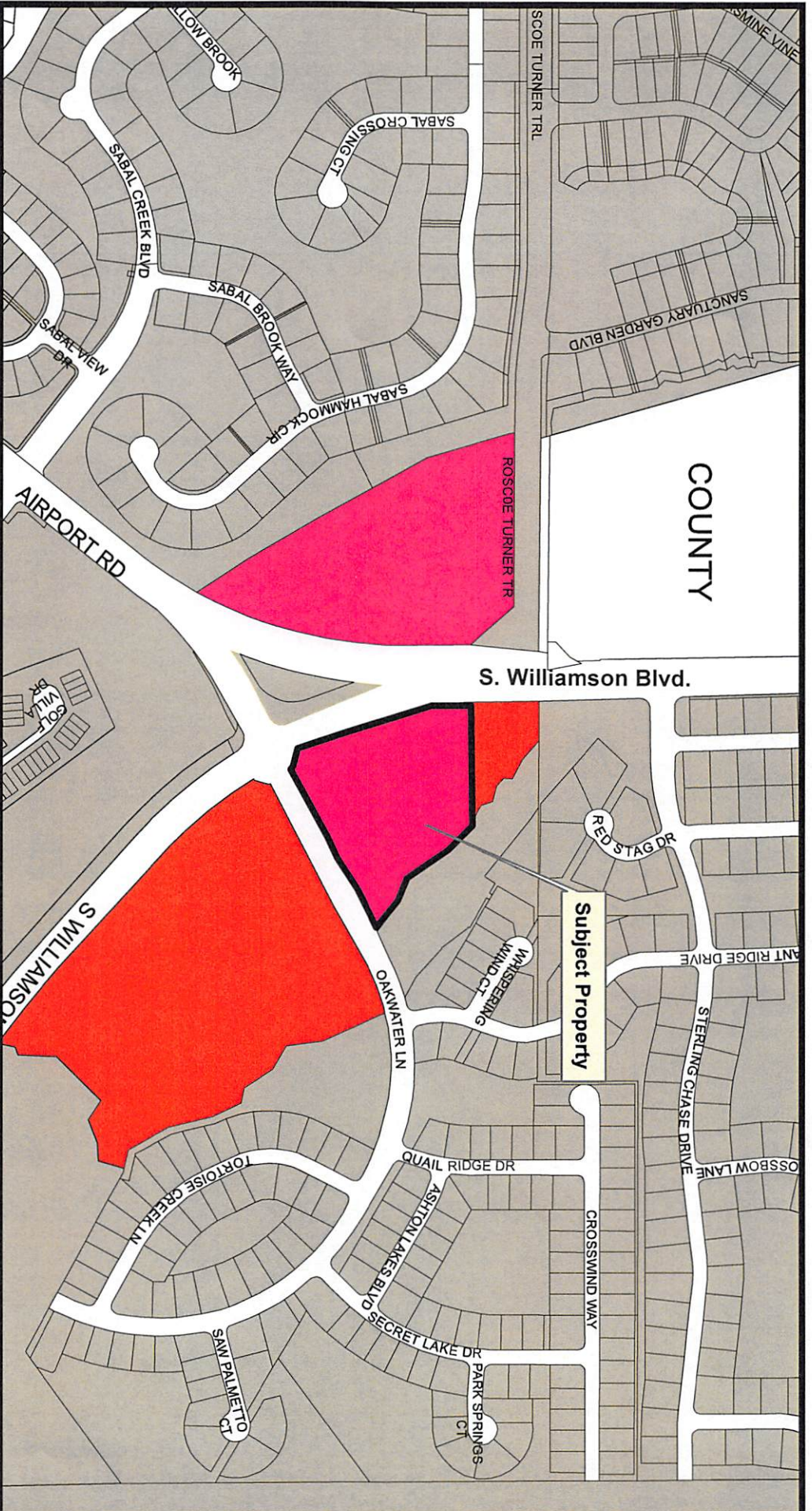
A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, RUN THENCE SOUTH 89 Degrees 53'38" EAST ALONG THE NORTH LINE OF SAID SECTION 32 FOR A DISTANCE OF 80.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILLIAMSON BLVD. AS SHOWN ON THE MAP OF CYPRESS HEAD PHASE 1A, AS RECORDED IN MAP BOOK 44, PAGE 37, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE LEAVING SAID SECTION LINE RUN SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 01 Degrees 08'16" EAST A DISTANCE OF 247.18' TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE LEAVING SAID RIGHT-OF-WAY BEAR NORTH 89 Degrees 00'56" EAST A DISTANCE OF 405.34'; THENCE SOUTH 50 Degrees 03'52" EAST A DISTANCE OF 5.35'; THENCE SOUTH 50 Degrees 32'36" EAST A DISTANCE OF 80.60'; THENCE SOUTH 33 Degrees 59'41" EAST A DISTANCE OF 34.67'; THENCE SOUTH 38 Degrees 25'31" EAST A DISTANCE OF 131.19'; THENCE SOUTH 67 Degrees 24'15" EAST A DISTANCE OF 83.01'; THENCE SOUTH 53 Degrees 42'04" EAST A DISTANCE OF 77.85'; THENCE SOUTH 53 Degrees 53'09" EAST A DISTANCE OF 51.70' TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAKWATER LANE AS SHOWN ON SUBDIVISION PLAT OF ASHTON LAKES PHASE 1, AS RECORDED IN MAP BOOK 48, PAGES 2 THROUGH

4, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SUBDIVISION THE FOLLOWING CALLS: SOUTH 65 Degrees 08'00" WEST A DISTANCE OF 135.65'; THENCE SOUTH 62 Degrees 37'29" WEST A DISTANCE OF 460.60'; THENCE NORTH 27 Degrees 22'31" WEST A DISTANCE OF 5.00'; THENCE NORTH 70 Degrees 35'53" WEST DISTANCE OF 50.56'; THENCE SOUTH 66 Degrees 23'58" WEST A DISTANCE OF 5.00' TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF SAID WILLIAMSON BLVD., SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND TO THE RIGHT HAVING A RADIUS OF 1400.00', A CENTRAL ANGLE OF 01 Degrees 11'58", A CHORD BEARING OF NORTH 23 Degrees 00'02" WEST, A CHORD DISTANCE OF 29.31; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE AN ARC DISTANCE OF 29.31' TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 22 Degrees 24'03" WEST A DISTANCE OF 260.83' TO A POINT OF CURVATURE CONCAVE EAST AND TO THE RIGHT HAVING A RADIUS OF 745.00', A CENTRAL ANGLE OF 21 Degrees 15'47", A CHORD BEARING OF NORTH 11 Degrees 46'10" W, A CHORD DISTANCE OF 274.90'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 276.48' TO THE POINT OF BEGINNING.

Said tract or parcel of land containing 254,924 square feet or 5.852 acres, more or less.



CC Community Commercial PUD Planned Unit Development PCD Planned Commercial Development

6225 S. Williamson Blvd.



DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT
CASE NO. 18-60000003
REZONING/6225 S. Williamson Boulevard

REQUEST: Rezone +/- 5.85 acres from Planned Commercial Development (PCD) to Community Commercial (CC)

OWNER: REO Funding Solutions III, LLC.

APPLICANT: Miguel De Arcos

LOCATION: 6225 S. Williamson Boulevard (see Figure 1 – Location Map)

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: **Approval**

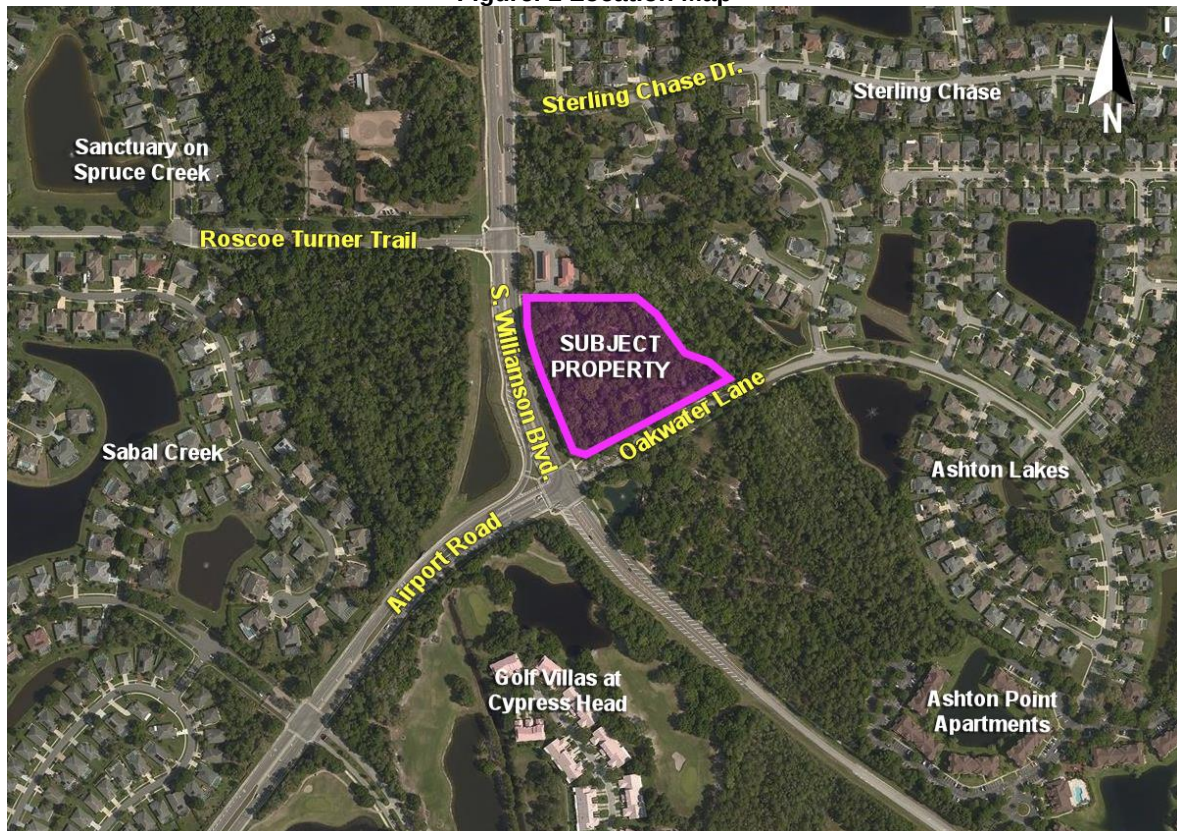
STAFF CONTACT: Briana Conlan-King, Planner (386) 506-5676

CITY COUNCIL DATE: August 21, 2018

DISCUSSION:

The property is currently zoned Planned Commercial Development (PCD) but does not have an active Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The applicant proposes to rezone the subject property from PCD to Community Commercial (CC). The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

Figure. 1 Location Map



Since 1991, the subject property has been a part of a 15.79-acre area designated as commercial within the Cypress Head Planned Unit Development (PUD). The Cypress Head MDA states that those 15.79 acres should be shown as PCD on the official zoning map at the time the PUD was adopted, but that each individual property would need to establish their own PCD at the time of development. In 2007, the Oakwater Plaza MDA was adopted and allowed for the development of child care facility, personal services, banks, restaurants, retail sales and services, health/exercise clubs, medical offices and professional offices. In 2013, the Oakwater Plaza MDA expired and currently the subject property does not have an active MDA to provide permitted uses and dimensional and developmental regulations for the subject property.

According to the applicant, the property owner's request to rezone the subject property to CC is to assist in the development of the subject site. The property owner intends to develop the subject site with a child care facility, offices and retail space. The applicant does not anticipate deviating from the requirements in the LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC. According to the applicant, it is difficult to predict future development options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to develop the site. The CC zoning district permits typical community scale commercial uses commonly found in shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses (see Exhibit A).

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

The proposed rezoning will not change the existing cross access easements with the adjacent Airport Oaks gas station. Access to the property is available from Oakwater Lane and from S. Williamson Boulevard through the shared access with the Airport Oaks gas station. Any proposed additional access drive off S. Williamson Boulevard must be reviewed and approved by Volusia County during the site plan review process. Water and sewer is available to serve the property. As part of any future site development, the applicant will be required to submit a site plan for staff review, to meet all architecture, landscaping, traffic generation, site development and infrastructure requirements of the City's LDC.

Compatibility with Surrounding Uses and Zoning

The proposed CC zoning district is appropriate for this location and is compatible with the surrounding properties. The table on Page 3 summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit B and Exhibit C).

Surrounding Land Use & Zoning

Direction	Land Use	Zoning District
North	Commercial (Citgo Gas Station)/ Residential (Sterling Chase)	Planned Commercial Development (PCD)/ Planned Unit Development (PUD)
South	Commercial (Cypress Head Commercial - Vacant)/ Oakwater Lane right-of-way	Planned Commercial Development (PCD)
East	Ashton Lakes Subdivision Conservation Easement	Planned Unit Development (PUD)
West	S. Williamson Blvd. right-of-way, Commercial (Acorn Mini Storage)	Community Commercial (CC)

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the LDC and does not anticipate deviating from the requirements in the LDC, the property owner selected to use a standard zoning district and meet the requirements in the LDC. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met.

Consistency with Comprehensive Plan

The proposed CC zoning district is consistent with the *Commercial* Future Land Use (FLU) designation. The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and services to the general public. The subject property is designated *Commercial* on the City's Future Land Use (FLU) map. The proposed CC zoning district is consistent with the *Commercial* FLU designation. The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial node located around the intersection of S. Williamson Boulevard and Oakwater Lane/Airport Road. Community Commercial Nodes are intended to support the City with a mix of general and specialized shopping needs of the general population within a +/- 2-mile radius. This type of node typically consists of shopping centers, retail stores, restaurants, automobile service facilities, offices, and similar uses. Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location and it is consistent with existing FLU designation.

Recommendation:

Staff recommends approval of the request to rezone +/- 5.85 acres located at the northeast corner of S. Williamson Boulevard and Oakwater Lane from Planned Community Development (PCD) to Community Commercial (CC).

ATTACHMENTS:

1. Exhibit A – List of Uses in CC district
2. Exhibit B – Future Land Use Map
3. Exhibit C – Current and Proposed Zoning Map

EXHIBIT A

Community Commercial – CC	
Permitted Uses:	• Adult/vocational education • Antennas • Appliance/electronic repair shops • Banks • Business services • Camouflaged and monopole communication towers • Clubs, lodges, and fraternal organizations. • Convenience stores with or without fuel operations • Financial services • Fleet-based services • Funeral homes • Furniture and appliance stores • Health/exercise clubs • Medical offices/clinics • Motor vehicle service stations • Office supplies • Offices • Personal services • Restaurants • Retail home building materials • Retail nurseries and garden supplies • Retail sales and services • Veterinary clinics
Permitted uses with special development requirements (chapter 18, section 4):	• Athletic/sports facilities • Brewery • Child Care Centers • Craft food and beverage producer • Community gardens • Microbrewery • Theaters
Special exception uses (chapter 18, section 3):	• Bars, lounges, and night clubs • Fortune tellers, astrologers, and palm readers • Game/recreation facilities • Guyed and lattice communication towers • Marina, recreational • Mini-warehouses • Motor vehicle and boat storage facilities

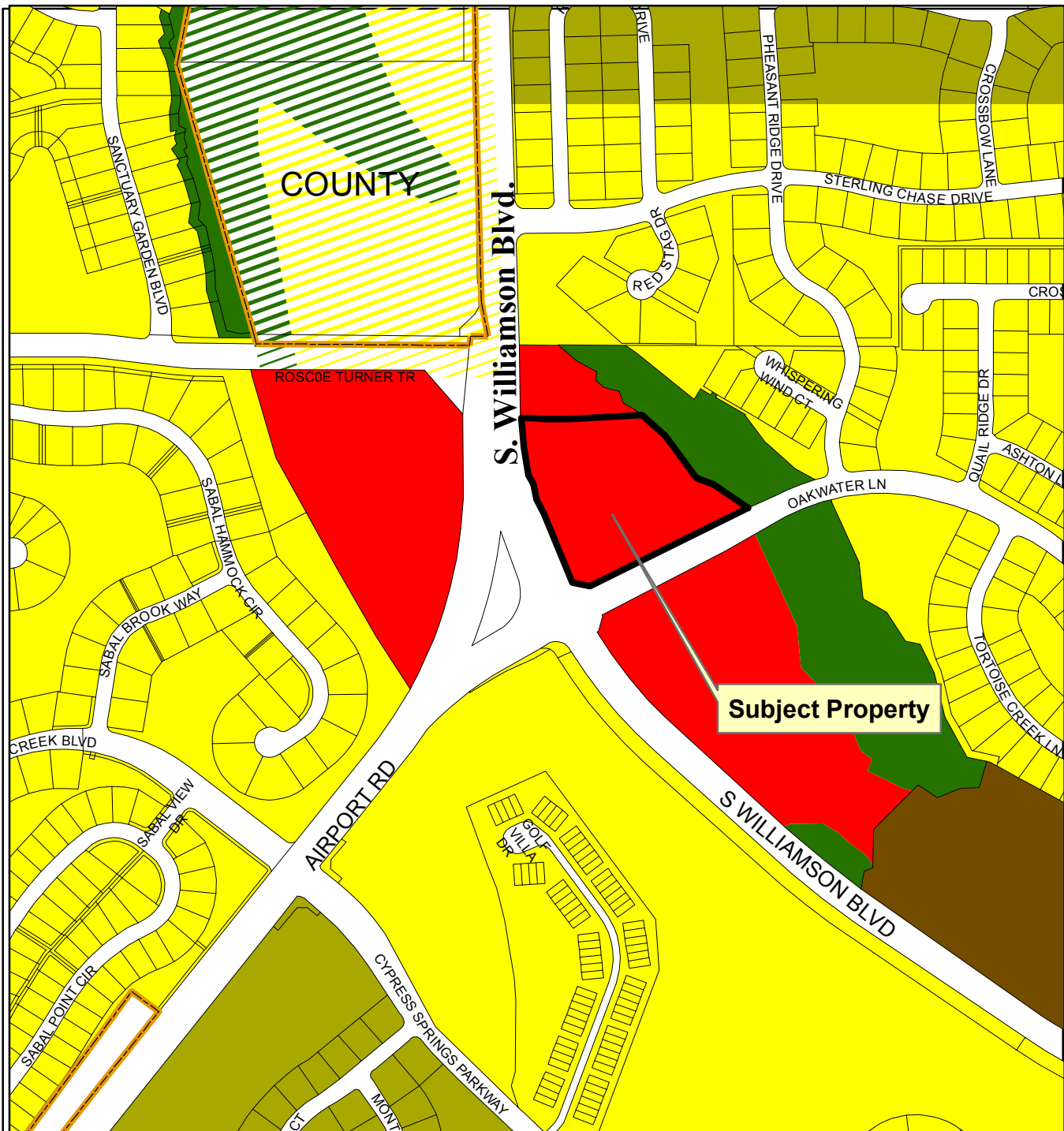


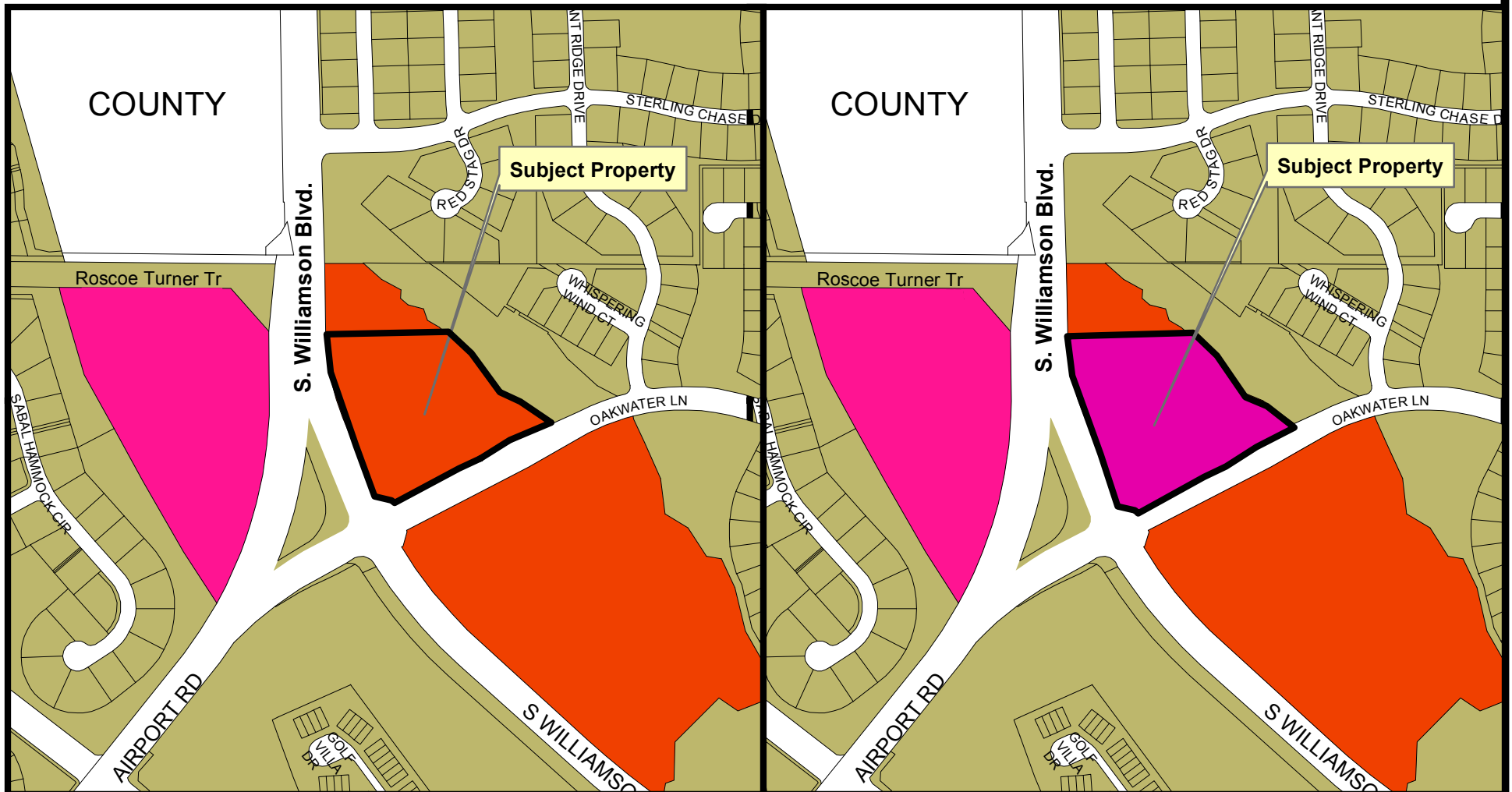
Exhibit B - Future Land Use

- | | |
|---|--|
|  Conservation |  Urban High Density Residential (8-16 Units/Acre) |
|  Rural Transition (0-2 Units/Acre) |  Commercial |
|  Suburban Residential (2-4 Units/Acre) |  Volusia County Urban Low Intensity |
| |  Volusia County Environmental Systems Corridor |



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning

 CC Community Commercial

 PUD Planned Unit Development

 PCD Planned Commercial Development



Exhibit C - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (G17) First Reading - Ordinance No. 2018 - 24 - Annexation/1727 & 1737 Fern Park Drive; (Case No. 18-10000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-24, to annex approximately ± 15.3 -acres located at 1727 & 1737 Fern Park Drive into the City of Port Orange.

SUMMARY: The proposed annexation request is to annex a ± 15.3 -acre property into the City. The subject property is located on the south side of Taylor Road, across from Crane Lake Mobile Home Community and includes two parcels - 1727 and 1737 Fern Park Drive. If approved, the applicant intends to submit development applications for the subject property to request the Future Land Use designation be changed from Volusia County Urban Low Intensity (0.2-4 units /acre) to City of Port Orange Urban Medium Density (4-8 units/acre) and rezone to Planned Unit Development (PUD), to allow the construction of a ± 84 -unit townhouse development.

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-24	Ord. No. 2018-24.pdf
2.	Ord. No. 2018-24 Exhibit A	Ord. No. 2018-24 Exhibit A .pdf
3.	Ord. No. 2018-24 Exhibit B	Ord. No. 2018-24 Exhibit B .pdf
4.	Staff Report	Annexation Staff Rpt_Fern Park.pdf

Penelope Cruz
Tim Burman
Shannon Balmer

Created/Initiated - 08/15/2018
Approved - 08/15/2018
Approved - 08/24/2018

Jake Johansson
Robin Fenwick

Approved - 08/24/2018
Final Approval - 08/27/2018

ORDINANCE NO. 2018-24

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING
APPROXIMATELY ±15.3 ACRES OF PROPERTY LOCATED
AT 1727 AND 1737 FERN PARK DRIVE; REPEALING
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

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

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land described land described in **Exhibit "B"**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2017), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

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

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

Section 7. This ordinance shall become effective as provided by general law.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

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

EXHIBIT A

LEGAL DESCRIPTION: (Metes and Bounds Per Surveyor)

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID, (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19 FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 984.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4); THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 986.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (LAST REVISED AUGUST 14, 2018)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3, TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY

AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT;

N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW ¼ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE

WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE,

FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET;

THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECONDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS

WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 456 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11

MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE

SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE 1V-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORTHWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $57^{\circ}46'0''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE $S32^{\circ}26'10''W$, 549.45 FEET TO THE POINT OF BEGINNING; THENCE $S44^{\circ}33'09''E$, 663.77 FEET; THENCE $S89^{\circ}19'25''E$, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE $S00^{\circ}11'27''W$, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF $64^{\circ}42'14''$ AND A CHORD BEARING OF $S32^{\circ}07'42''E$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE $S00^{\circ}05'07''W$, PARALLEL WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 12; THENCE $N89^{\circ}57'22''W$, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF $43^{\circ}08'11''$ AND A CHORD BEARING OF $N26^{\circ}04'54''W$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE $N47^{\circ}38'59''W$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'09''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE $N42^{\circ}21'10''E$; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF $09^{\circ}55'00''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE $N32^{\circ}26'10''E$, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER

BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF

SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12, SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING

DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4, OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1", AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF

SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED

S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE SOUTH 87°00'44" EAST ALONG THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE

33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 1477, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7318, Page: 1477)

The Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida.

AND FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7136, PAGE 3051, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7136, Page: 3051)

The West ½ of the following described property:

That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:

From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West, a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; Thence continue North 89° 17' 25" East a distance of 656.26 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 1° 11' 55" West a distance of 673.54 feet to the Point of Beginning. Together with an easement for ingress and egress to the above described property, said easement being described as follows: a 25 foot road easement in Section 24, Township 16 South, Range 32 East and Section 19, Township 16 South, Range 33 East, in Volusia County, Florida, described as follows: All land lying within 25 feet North, measured at right angles, from the following described line; beginning at the intersection of the Southeasterly line of Samsula (Taylor) Road, a 100 foot road as now occupied and recognized; with centerline of the Northeast ¼ of the Southeast ¼ of said Section 24, Township 16 South, Range 32 East; run thence North 89° 17' 25" East along said center line for a distance of 288.5 feet to a point in the Eastline of said Section 24; thence continue North 89° 17' 25" East and along the center line of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, a distance of 681.13 feet to a point; said point being the Easterly termination of this description.

Together with an easement for ingress and egress and utilities over the West 12.5 feet of the East ½ of the following described property: That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows: From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; thence continue North 89° 17' 25" East a distance of 656.28 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 01° 11' 55" West a distance of 673.54 feet to the Point of Beginning.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North

line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0080

(Official Records Book 6726, Page 482) The Northerly 175 feet of the Southerly 325 feet of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as lies Easterly of the center line of a county road known as Samsula Road, Volusia, County Florida.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE 1/4, NE 1/4, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST 1/2, NE 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE

CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $N49^{\circ}40'40''E$, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE $N89^{\circ}01'30''E$, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: $N00^{\circ}59'20''W$, 220.07 FEET TO A CONCRETE MONUMENT; $N62^{\circ}26'20''E$, 300 FEET TO A CONCRETE MONUMENT; $N54^{\circ}33'00''E$, 690 FEET TO A CONCRETE MONUMENT; $N59^{\circ}56'40''E$, 320 FEET TO A CONCRETE MONUMENT; $N80^{\circ}57'00''E$, 285 FEET TO A CONCRETE MONUMENT; $N60^{\circ}28'30''E$, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $S00^{\circ}31'50''W$, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

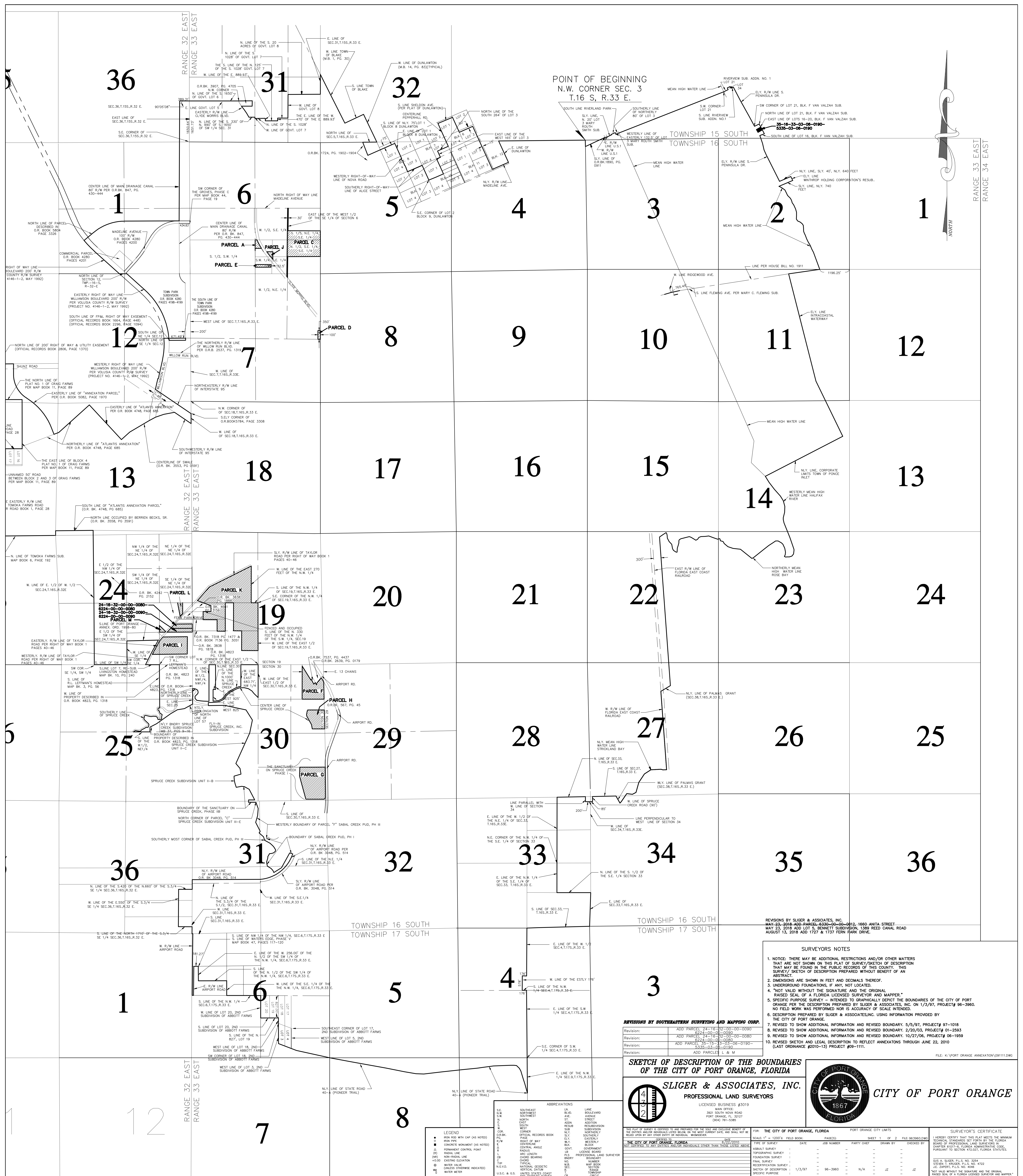
COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE N LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING; THENCE $S71^{\circ}20'15''E$ 178.75 FT.; THENCE $S02^{\circ}39'15''E$ 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 19-16-33; THENCE $S87^{\circ}20'45''W$ ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

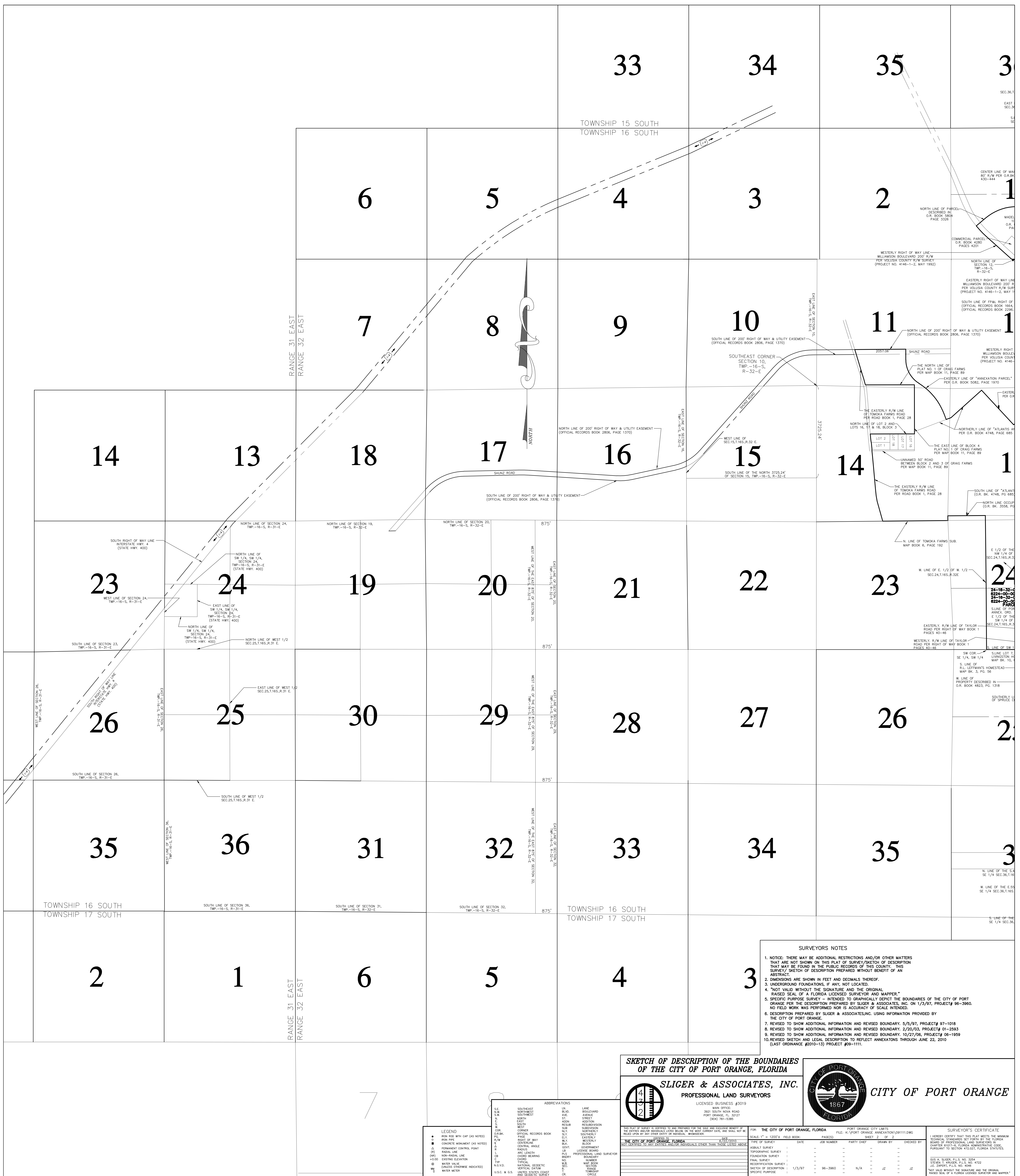
PARCEL B:

PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE NORTH LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'$

35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)







STAFF REPORT

ANNEXATION

1727 & 1737 FERN PARK DRIVE
CASE NO. 18-10000003

REQUEST:	Annex ± 15.3 acres of property into the City of Port Orange
LOCATION:	1727 & 1737 Fern Park Drive (Figure 1 - Location Map)
OWNER:	Danielle Garguillo Sahlman
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
CITY COUNCIL DATE:	September 4, 2018

PROPERTY OVERVIEW

The applicant is requesting to annex a ± 15.3 -acre property into the City. If approved, the applicant intends to submit development applications for the subject property to request the Future Land Use designation be changed from Volusia County *Urban Low Intensity* (0.2-4 units /acre) to City of Port Orange *Urban Medium Density* (4-8 units/acre) and rezone to Planned Unit Development (PUD), to allow the construction of a ± 84 -unit townhouse development.



STATE REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES

The subject property includes two parcels each currently developed with a single-family home and accessory structures. The surrounding Future Land Use (FLU) and Zoning are shown on the attached maps (Exhibits A and B).

The County FLU and Zoning designations on the property will need to be changed to City of Port Orange designations. According to the applicant, the intent is to submit a FLU amendment to change the FLU designation for the ±15.3-acre site to *Urban Medium Density* (4-8 units/acre) and request a rezoning to City of Port Orange “PUD” (Planned Unit Development). At the time of writing this report, the applicant has not officially submitted a FLU amendment or rezoning application for the subject property.

However, as part of the annexation materials provided to City staff for their review, staff were made aware that if the annexation is approved by the City Council, the applicant intends to submit development applications to change the FLU and rezone the property to PUD to develop an 84-unit townhouse development.

Access to the property is currently provided through an unpaved access easement. According to the applicant, a new, paved 50-foot wide right-of-way will be dedicated to the City as part the proposed development of the subject property.

City staff were asked to also consider the future proposal in their analysis and provide back of any possible service issues with development of an 84-unit townhouse development on 15.3-acres. Based on the responses back, no services issues were identified for either scenario; however, as typically completed with all FLU and rezoning applications, all public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time the applications are submitted to verify adequate capacity to accommodate the proposed development.

IMPACT TO CITY SERVICES

A memo was sent to various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the 15.3-acre parcel.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also currently has available sewer capacity to accommodate the proposed development of the property. Connection to City water, sewer, and reclaimed water will occur as part of the future development of the property.

Solid Waste

Upon annexation and development, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC.

Transportation

There is no increase in the number of vehicular trips as a result of the property annexing into the City of Port Orange. According to the latest traffic counts taken by Volusia County, capacity remains on the roadway segments adjacent to the subject property. However, any development of this property will be required to comply with the City's concurrency management standards. The City will require the submittal of a traffic study at the time a final site plan or subdivision is submitted for this property, or for an overall project that includes the subject property, to fully assess the impacts of the development on the surrounding roadway network and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas.

Roadway Segment	Maintaining Agency	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Road (Spruce Creek Blvd. to Crane Lake Blvd.)	Volusia County	E	17,050	10,880	6,170 (36%)
Taylor Road (Crane Lake Blvd. to Summertree Rd)	Volusia County	E	17,050	16,120	930 (5%)
Taylor Road (Summertree Rd. to Williamson Blvd.)	Volusia County	E	37,970	15,530	22,440 (59%)

Source: Volusia County 2017 Traffic Counts (most current available data)

Also, any future development in this area will require dedication of land for the ultimate 120-foot right-of-way for Taylor Road and a 50-foot right-of-way for Fern Park Drive. The widening of Taylor Road is currently on the County's Unfunded Needs List, which means it is not in the 5-year Work Plan but would likely get funded prior to projects on the Long-Term Plan List (possibly within 10 -15 years).

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

Recreation

The City's recreation facilities have capacity to support the proposed annexation. The proposed development of the subject property with 84 townhomes will generate the need for 1.3 acres of parkland. According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the adopted level-of-service requirement for parkland. Any future development of the subject property will be required to address parkland in accordance with the LDC.

RECOMMENDATION

Based on the findings of this report, staff recommends approval of the request to annex approximately 15.3 acres of property, located at 1727 & 1737 Fern Park Drive, into the City of Port Orange.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use Map
- Exhibit B – Current and Proposed Zoning Map



Current Future Land Use

- | | |
|---|---|
|  Public/Institutional |  Suburban Residential (2-4 Units/Acre) |
|  Conservation |  Urban Medium Density Residential (4-8 Units/Acre) |
|  Rural Transition (0-2 Units/Acre) |  Office/Residential Transition (Up to 10 Units/Acre) |

Proposed Future Land Use

- | |
|---|
|  Commercial |
|  Volusia County Urban Low Intensity |
|  Volusia County Environmental Systems Corridor |
|  Volusia County Rural |

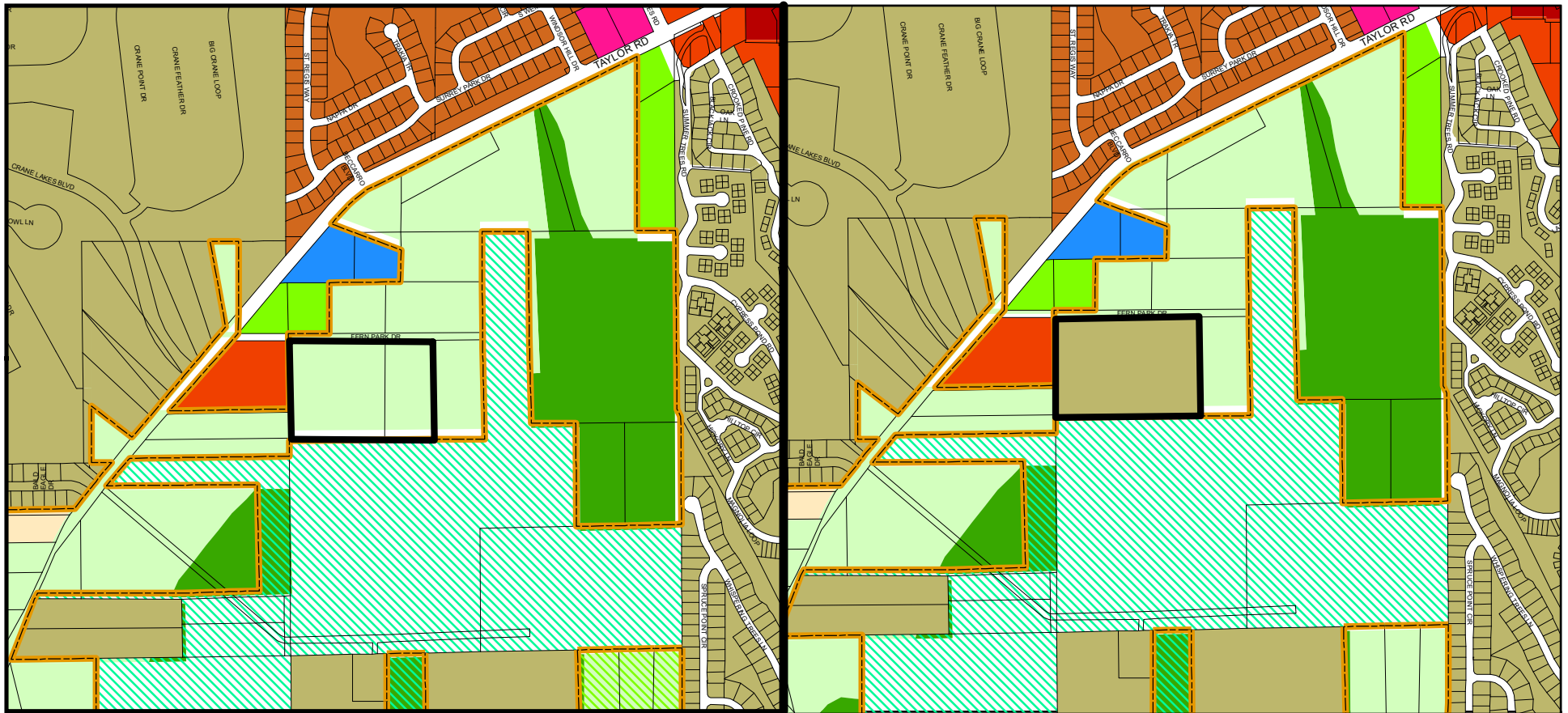


EXHIBIT A

CASE NO. 18-10000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

- | | |
|---------------------------------|-------------------------------------|
| GPU Government/Public Use | PCD Planned Commercial Development |
| A Agriculture | CC Community Commercial |
| R-8SF Single Family Residential | ICD Interchange Commercial District |
| PUD Planned Unit Development | Volusia County Resource Corridor |

Proposed Zoning

- | |
|--|
| Volusia County Agriculture |
| Volusia County Conservation & Forestry |
| Volusia County Resource Corridor |
| Volusia County Rural Residential |



EXHIBIT B

CASE NO. 18-10000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (G18) First Reading - Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-25.

SUMMARY: The requested moratorium will allow staff to review the existing City requirements for personal wireless communications as part of an on-going maintenance effort. The personal wireless communications regulations in the Land Development Code have not been comprehensively updated since 1997.

If modifications are needed to maintain reasonable and uniform regulations for personal wireless communications that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Land Development Code will be prepared and brought before Council for review. During this moratorium, the Community Development Department will work with the City Attorney's office to develop and implement reasonable regulations that are legally enforceable.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-25 - Communications Towers Moratorium	Ordinance No. 2018-25 - Communications Towers Moratorium.pdf
2.	Staff Report	Staff Report Moratorium.pdf

Robin Fenwick
Tim Burman
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 08/16/2018
Approved - 08/16/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

ORDINANCE NO. 2018-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE SUBMITTAL OF APPLICATIONS FOR SITE PLANS, SUBDIVISIONS, CONDITIONAL USES, SPECIAL EXCEPTION USES, AND CHANGE OF USE, AND ALSO THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, SPECIAL EXCEPTIONS, CONDITIONAL USE, AND CHANGE OF USE ZONING APPROVALS FOR COMMUNICATION TOWERS, ALTERNATIVE SUPPORT STRUCTURES, ANTENNAS, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT THEREOF GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's regulations related to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within City of Port Orange is needed to ensure effectiveness; and

WHEREAS, said review and amendments are necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that accepting applications for site plans, conditional uses, special exception uses, or change of use, or issuing development orders, building permits, zoning verification letters, special exception, conditional use, and change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and/or Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any development orders, building permits, zoning verification letters, conditional uses, special exception uses, or change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange is necessary for a limited duration and until regulations are codified in the Land Development Code and/or Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote

the economic order of the community by encouraging the proper regulation of communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange;

3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;

4. Control of community development during the time period of the review and amendment of local regulations; and

5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance, the moratorium will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, City Council has determined that a moratorium of three (3) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

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

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the submittal of applications for site plans, subdivisions, conditional uses, special exception uses, and change of use, and also the issuance of development orders, building permits, zoning verification letters, special exceptions, conditional use, and change of use zoning approvals related to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange. This moratorium will give the City sufficient time to review and amend the regulations set forth in Chapter 16, Section 9 of the Land Development Code. This moratorium shall not apply to applications and approval processed under the Port Orange Communications Rights-of-Way Ordinance. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning

verification letters, special exception, conditional use, and change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof located on private property within the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received prior to the effective date of this ordinance may be received and reviewed. However, no permits or approvals shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, special exception, conditional use, or change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange. Staff is hereby authorized to deny or reject any such applications for such approvals or permits if a response is required by governing law. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, any application not approved prior to the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive and/or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within three (3) months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating construction of communication towers, alternative

support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, whichever event shall first occur. This moratorium may be extended for additional thirty (30) day periods by resolution of City Council, as needed. The moratorium shall be deemed to be in effect, relating back to the date that City Council adopted Resolution No. 18-24 announcing its intent to adopt a moratorium, over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium which comprises private property within the City of Port Orange. This ordinance shall be deemed to be pending on applications for development orders, building permits, zoning verification letters, special exception, conditional use, and change of use zoning approvals, for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances.

e. The Community Development Director shall make interpretations of this ordinance.

f. To fulfill the City's obligations to continue uninterrupted provision of public works, fire safety, law enforcement, emergency management, emergency medical services, and municipal water, wastewater, gas, and electric utility operation, it is clarified that this moratorium will not apply to the construction, installation, maintenance and

replacement of facilities on government-owned property that are strictly for governmental purposes. Furthermore, this moratorium shall not apply to property owned by the City of Port Orange.

Section 4. Conflicting Ordinances.

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

Section 5. Severability.

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

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

Section 7. Effective Date.

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

[REMAINDER OF PAGE LEFT BLANK]

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved:

Matthew J. Jones, Deputy City Attorney



**STAFF REPORT
MORATORIUM – PERSONAL WIRELESS COMMUNICATIONS
GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND
DEVELOPMENT CODE
CASE NO. 18-25000006**

Request:	To establish a 3-month moratorium on the submittal of site plans, subdivisions, conditional use, special exception, and change of use applications and the issuance of development orders, building permits, zoning verification letters for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code.
Applicant:	City of Port Orange
Staff Recommendation:	Approval
Staff Contact:	Tim Burman, Community Development Director (386) 506-5675
Planning Commission:	Recommended Approval (August 23, 2018)
City Council:	September 4, 2018

DISCUSSION:

The requested moratorium will allow staff to review the existing City requirements for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code (LDC) as part of an on-going maintenance effort. The personal wireless communications regulations in the LDC have not been comprehensively updated since 1997. The moratorium will allow City staff to review the existing City requirements for personal wireless communications as part of an on-going maintenance effort. If modifications are needed to maintain reasonable and uniform regulations for personal wireless communications that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Land Development Code will be prepared and brought before Council for review. During this moratorium, the Community Development Department will work with the City Attorney's office to develop and implement reasonable regulations that are legally enforceable.

RECOMMENDATION:

Approval of a 3-month moratorium on the submittal of site plans, subdivisions, conditional use, special exception, and change of use applications and the issuance of development orders, building permits, zoning verification letters for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code as part of an on-going maintenance effort to update the Land Development Code.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (H19) Resolution No. 18-17 – Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to deny the proposed 7.5' wide, 260.25 square foot easement vacation.

SUMMARY: The Community Development Department has received an easement vacation application for a portion of a previously platted drainage easement located on Lot 86 – Foxboro Phase II. When the Foxboro Phase II subdivision was developed in 1985, a 30-foot wide drainage easement was platted (15' each side of the common rear lot line). Historical records from 1984-1985 show that this easement was created to protect existing trees and a drainage swale with an approximate depth of 6" along the rear of lots 84 through 93.

The property owners, Mr. and Mrs. Vancini, have submitted an easement vacation application in connection with a proposal to construct an in-ground pool and spa in the rear yard of the subject property. They are requesting approval to vacate 7.5' of the 15' wide easement on their lot because a portion of the proposed in-ground pool, spa, and concrete deck are located in the rear yard easement.

During staff review of this easement vacation request, the subdivision file for Foxboro Phase II was reviewed to identify the reason, need and restriction for the backyard swale along Lots 84 through 93. In 1984-85, previous engineers and City Council recognized the importance of the rear yard swale due to the drainage characteristics of the lots and the need for a drainage easement to maintain the swale and keep it free of structures. The width of 30' which is larger than the City standard of 20' appears to have been chosen to save trees and maintain a 6" deep swale. A brief chronological summary of the file information is attached for reference.

Current engineering staff has analyzed the swale and has determined that it does not have the conveyance for even a two-year storm, yet the homeowners of approximately twenty years report no drainage problems. This indicates that the swale functions as a dry detention basin. A subsequent stormwater analysis was conducted to identify the maximum easement encroachment that could be supported while still retaining the infiltrative capacity of a 6" deep drainage basin. The result of that analysis is a maximum encroachment of 2' along both sides of the easement. The equivalent square footage for a 2' encroachment across the Vancini's lot which is 89.84' wide is 180 square feet. The Vancini's are requesting an easement vacation of 260 square feet.

Based on the information above and maintenance concerns, Public Works raised objection to vacating any portion of the easement. However, Public Works has indicated an easement width of 20' (10' each side of the rear property line) is the minimum to effectively maintain their equipment and manpower. Therefore, based on the 1985 City Council discussion, maintenance considerations, and recent analysis to retain the infiltrative capacity of a 6" deep drainage basin, staff recommends denial of the 7.5' wide easement vacation (260 square feet). Staff does however support a maximum easement vacation of 180 square feet. This can be obtained by changing the pool deck material from concrete to pavers and moving the spa back to maintain a minimum easement width of 10' (see Graphic - Proposed and Recommended Option Exhibit). Pavers are allowed in drainage easements pursuant to Resolution No. 10-7.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso 18-17 Ipswich	Reso 18-17 Ipswich.pdf
2.	Exhibit A to Reso 18-17	Lot 86 Foxboro - Exhibit A Legal Desc.docx
3.	Graphic - Proposed & Recommended Option	Foxboro Ipswich Lane - Graphic.pdf
4.	Aerial	618 Ipswich Lane - aerial exhibit.pdf
5.	Location Map	618 Ipswich Lane - location map.pdf
6.	Proposed easement vacation drawing	618 Ipswich Lane - easement vacation sketch and desc.pdf
7.	Foxboro Ph 2 1985 Restrictive Covenants 2656-0423	Foxboro Ph 2 1985 Restrictive Covenants 2656-0423.pdf
8.	Foxboro Ph 2 Subdivision file information regarding drainage easement	Foxboro Ph 2 Subdivision file information regarding drainage easement.pdf
9.	618 Ipswich Lane - easement vacation application	618 Ipswich Lane - easement vacation application.pdf
10.	618 Ipswich Lane - release of mortgage	618 Ipswich Lane - release of mortgage.pdf
11.	618 Ipswich Lane - prop tax payment receipt	618 Ipswich Lane - prop tax payment receipt.pdf

Margaret Tomlinson
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 06/29/2018
Approved - 08/16/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

RESOLUTION NO.18-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE REAR YARD DRAINAGE
EASEMENT LOCATED AT 618 IPSWICH LANE ON LOT 86
OF THE FOXBORO SUBDIVISION – PHASE II; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Larry P. Vancini and Robin C. Vancini, are the record owners of Lot 86, Foxboro Subdivision – Phase II, according to the Warranty Deed recorded in Official Records Book 3046, Page 0537, Public Records of Volusia County, Florida, and have applied for the vacation of a 7.5-foot wide portion of the 15-foot wide rear-yard drainage easement located at 618 Ipswich Lane, in connection with the construction of a pool, pool spa, and concrete decking; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the drainage and easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 86 Foxboro Subdivision – Phase 2, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2018

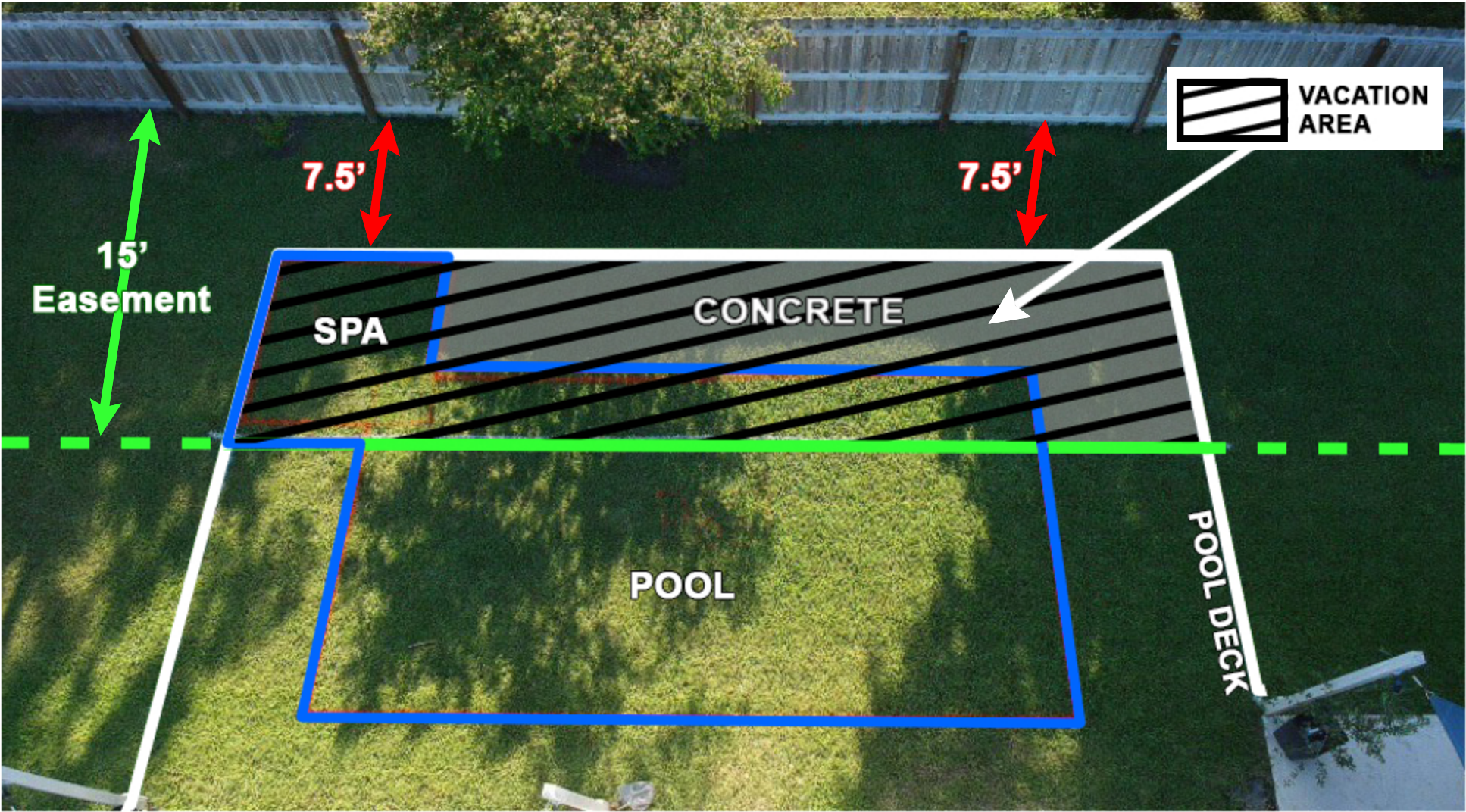
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

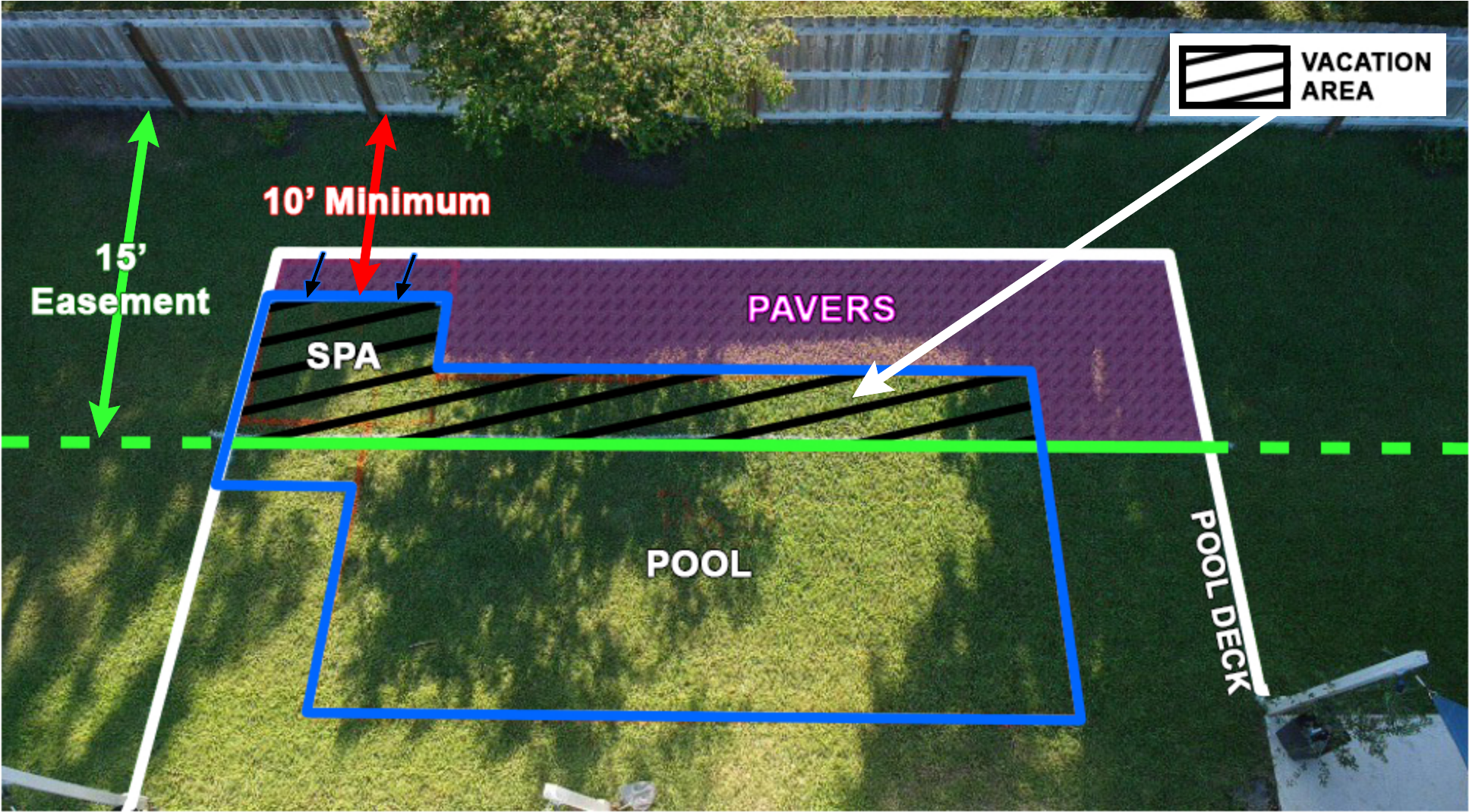
LEGAL DESCRIPTION:

The northerly 34.7 feet of the southerly 49.7 feet of the easterly 7.5 feet of the westerly 15 feet of Lot 86, (said 15 feet being a drainage easement) Foxboro Subdivision Phase II, as per map thereof recorded in Plat Book 40, Page 75, of the Public Records of Volusia County, Florida. Said easement contains 260.25 square feet, more or less.

PROPOSED - NOT SUPPORTED BY STAFF

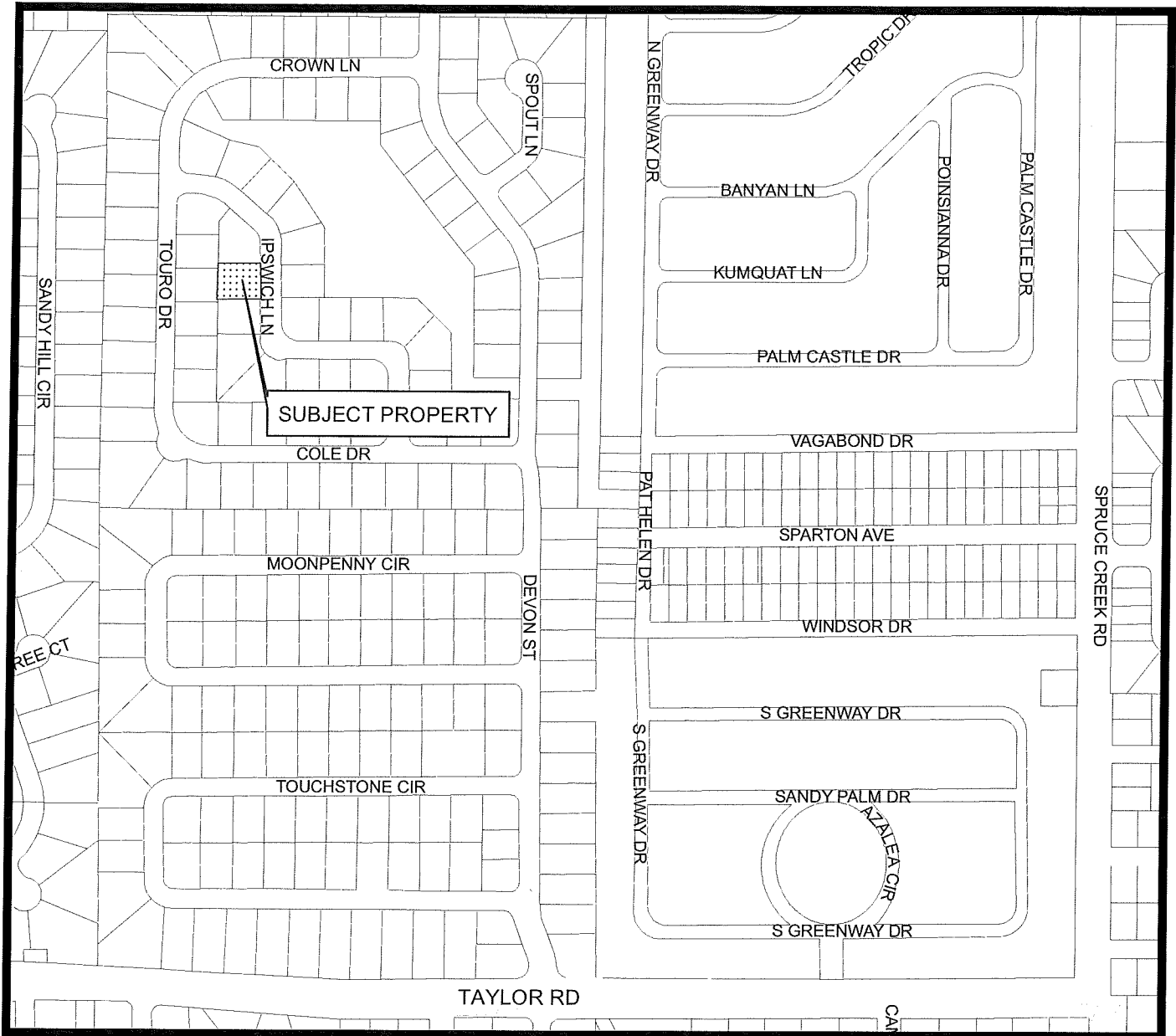


STAFF RECOMMENDED OPTION



618 Ipswich Lane





Case No.: 18-35000001

Applicant: Larry P. and Robin C. Vancini,
Property Owners

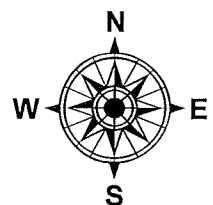
Location: Lot 86, Foxboro Phase II
(618 Ipswich Lane)

Requested Action: To vacate a portion
of the rear yard
Drainage Easement
located on Lot 86,
Foxboro Phase II,
for pool

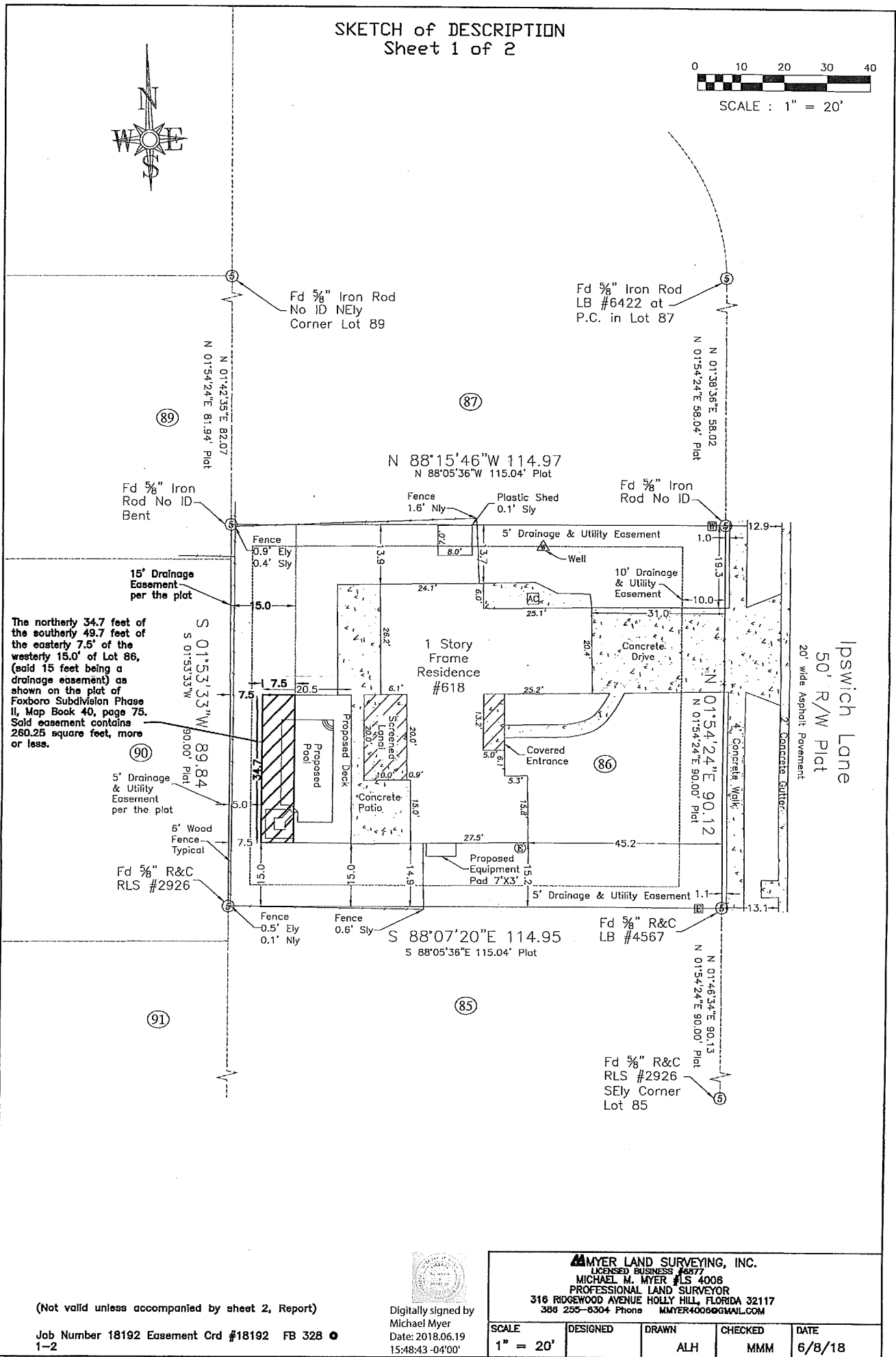
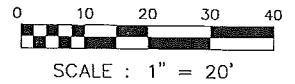


Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



SKETCH of DESCRIPTION Sheet 1 of 2



(Not valid unless accompanied by sheet 2, Report)

Job Number 18192 Easement Crd #18192 FB 328 •
1-2

Digitally signed by
Michael Myer
Date: 2018.06.19
15:48:43 -04'00'



MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6977
MICHAEL M. MYER #LS 4008
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MMYER4008@GMAIL.COM

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	6/8/18

REPORT
Sheet 2 of 2

LEGAL DESCRIPTION:

The northerly 34.7 feet of the southerly 49.7 feet of the easterly 7.5 feet of the westerly 15.0 feet of Lot 86, (said 15 feet being a drainage easement) Foxboro Subdivision Phase II, as per map thereof recorded in Plat Book 40, page 75 of the Public Records of Volusia County, Florida. Said easement contains 260.25 feet more or less.

GENERAL NOTES:

1. **THIS IS NOT A BOUNDARY SURVEY!**
2. Bearing plat assumed: N01°54'24"E along the westerly right of way line of Ipswich Lane.
3. Underground utilities were not located.
4. No title search has been performed by or provided to MYER LAND SURVEYING.
5. Dimensions shown are feet and decimals thereof.
6. Easements per the record plat.

GENERAL LEGEND:

A	Arc length	N&D	Nail and disc
A/C	Air conditioning pad	NGVD	National Geodetic Vertical Datum
A/U	Aerial utilities	P	Pool pump
C	Cable TV service	PC	Point of curve
CALC	Calculation	PCC	Point of compound curve
CB	Catch basin	PCP	Permanent control point
CL	Centerline	POB	Point of beginning
CLF	Chain link fence	POC	Point of commencement
CM	Concrete monument	PP	Pinched pipe
CMP	Corrugated metal pipe	PRC	Point of reverse curve
CONC	Concrete	PT	Point of tangent
D	Delta	PVC	Polyvinyl chloride
DESC	Description	R	Radius
(E)	Electric meter	R&C	Rod and cap
E(LY)	East(erly)	RCP	Reinforced Concrete Pipe
EMT	Electrical metal tubing	REC	Recovered
FD	Found	RLS	Registered land surveyor
FLD	Field	R/W	Right of Way
G	Gas meter	(S)	Utility services
FPL	Florida Power and Light	S(LY)	South(erly)
FPLS	Florida Professional	T	Telephone service
	Land Surveyor	TYP	Typical
IP	Iron pipe	U	Utility pole
L	Light pole	(W)	Water meter
LB	Licensed business	W(LY)	Westerly
N(LY)	North(erly)	WF	Wooden fence



(This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied by sheet 1, Sketch of Description, Job No.18192-Easement.)
MICHAEL M. MYER, PSM LS4006 (Copyright reserved.)

Report and Map of Survey exclusively prepared for the benefit of:
Larry P. and Robin C. Vancini

Job No.18192-Easement CRD 18192 FB 328 pp 1, 2

26560423

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

RESTRICTIVE COVENANTS

FOXBORO SUBDIVISION

PHASE II

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

FILED FOR RECORD
RECORD VERIFIED
FEB 22 11 22 AM '85

017096

KNOW ALL MEN BY THESE PRESENTS THAT, whereas, Foxboro Group, Inc., a Florida Corporation, with its principal offices located in Volusia County, Florida, is the fee simple owner of the following described property located in the County of Volusia and the State of Florida, to-wit:

FOXBORO SUBDIVISION, PHASE II, according to the Plat thereof as recorded in Plat Book 40, Page 75, Public Records of Volusia County, Florida.

WHEREAS, the said owner desires that all of said property above described be subject to like restrictions for the mutual benefit and protection of itself and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said property, or any portion thereof.

NOW THEREFORE, THESE PRESENTS WITNESSTH: That the parties to this agreement, for and in consideration of the mutual covenants therein contained, and for the further consideration of One Dollar in hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable consideration, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above described.

All lots in the tract shall be known and described as residential lots; no building or structure of any kind shall be erected, placed or allowed to stand in the land hereby conveyed until the plans and specifications, together with drawings showing the front and rear facades and the placement thereof on the land, shall be approved in writing by the grantor, its agents or an architectural control committee, if such a committee is established. All dwellings are to be constructed of stucco, frame brick or stone finish and there shall be no exposed block exteriors.

Roofs shall have a pitch of 5/12 if built of asphalt shingle or comparable roof material, and shall have a pitch of 4/12 if constructed of Spanish barrel tile.

No dwelling house shall be used for any other purpose than as a dwelling for one family. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet. Any alterations to a dwelling or garage shall require approval from the grantor.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted, nor shall any excavations (mineral) or shafts, or derricks for oil or natural gas be permitted upon any lot.

No unregistered vehicles, or heavy construction equipment shall be permitted unless directly involved with the development of the Foxboro Subdivision.

All dwellings shall be connected at the lot owner's expense to central water and sewer facilities. No cesspools, septic tanks or other individual disposal system shall be permitted. Additionally, such lot owner shall pay connection fees for the central water and sewer systems as per schedule of charges of City of Port Orange, Florida.

All dwellings shall be constructed with a minimum of two car garages.

No fence, railings or other barrier shall be built on the rear 20' of Lots 28-33, inclusive, and on the rear 15' of Lots 84-93, inclusive, and on the rear 15' of Lot 94, which would impede unencumbered access to a drainage swale over and across said lots.

Easements for installations and maintenance of utilities and draining systems are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these utilities and systems, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

All purchasers of lots in Foxwood Subdivision, Phase II, shall be responsible for installing and paying for sidewalks which shall in all respects conform to plans and specifications of the City of Port Orange. Said sidewalks are to be installed at such time as required by the City, but in no event longer than two years from the recording of the plat of Foxwood Subdivision, Phase II.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The failure of the owner to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the owner of these or other provisions of these restrictive covenants.

The owner reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than thirty (30) percent of the property described herein.

IN WITNESS WHEREOF the said Corporation has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary-Treasurer, this 18 day of February, 1985.

Signed, sealed and delivered
in the presence of:

FOXBORO GROUP, INC.

Greg Hill
Anthony K. Bryant
Joseph B. Hill
Anthony K. Bryant

BY: Richard L. Mysen
President

ATTEST: Barbara A. Gysan
Secretary-Treasurer

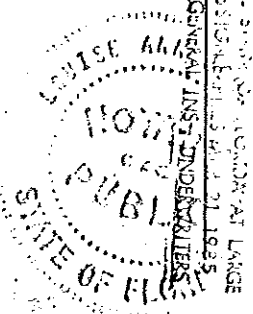
STATE OF Florida
COUNTY OF Volusia

I HEREBY CERTIFY that on this 18 day of February, 1985, before me personally appeared RICHARD L. GYSAN and BARBARA A. GYSAN, President and Secretary-Treasurer, respectively, of Foxboro Group, Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and personally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and they affixed hereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
at said County and State, this 18 day of February, 1985.

Thomas A. Gysan
Notary Public

My Commission Expires October 31, 1985
BONDED INTO GENERAL INSURANCE



NOTE: Property at 618 Ipswich Lane is Lot 86, Foxboro Phase II

Attached please find the file information for Foxboro Phase II, starting with November 1984 and ending February 1985. The file information has been sorted in chronological order and identifies the reason, need and restriction for the backyard swale along Lots 84 through 93. In summary:

November 9, 1984: John W. Lacey, PE, City of Port Orange City Engineer – poor topographic information resulted in Lots 84 through 93 and 28 through 33 being much lower than the street. Drainage from Lots 84 through 93 would be to the back lot lines and then north along back lot lines to Ipswich Lane connecting to the culvert.

December 6, 1984: Lawrence Bennett, PE, Bennett & Davis Consulting Engineers – proposing a private drainage swale along the rear of Lots 84 through 95 to provide a positive drainage outfall. The lots would have a deed restriction.

December 10, 1984: John W. Lacey, PE, City of Port Orange City Engineer – recognizes the rear yard swales, if properly constructed and maintained, should be adequate to serve the adjacent homes.

January 7, 1985: Council meeting, City of Port Orange – open swale to protect existing trees and decrease backfill volume accepted; deed restriction required; no fences or structures allowed in swale.

February 22, 1985: Restrictive Covenants, Foxboro Subdivision Phase II – bottom of page 2 lists the deed restrictions (no fence, railings or other barriers) and size (15') for lots 84 through 93.

Prints on drafting table

11-9-84

John Laacy:

I met with Larry Bennett & Mr. Gyson the developer of Foxboro Subd. The following discussions took place.

Final Plat - Foxboro Phase III - To be reviewed by P.C.

Foxboro II is under construction and calls for a sewer lift station at the North end of Devon Street adjacent to the South line of proposed Phase II. The developer ^{has requested} ~~states~~ to be allowed to install the planned sewer through Phase III along Sandelwood Lane & Milos Dr. to Nova Road & to install the lift station at Milos Dr. & Wendham Ct., eliminating the lift station planned in Phase II.

To accomplish this, which he will request in writing, would require a clearing & grade change permit along the streets involved, and the developer would be required to furnish an easement for the route, since Phase III is still in the review process.

I ~~am~~ suggest you give this proposed consideration.

Phase III is being designed to pick up sewer from Deep Forest at the end of Timberwood Dr. which will eliminate the lift station that currently exists at that location.

Final Plan - Foxboro II - Under Construction

~~lots~~ Due to poor topo data on the plans, lots 84 thru 93 & lots 28 thru 33 are much lower than the street.

Larry Bennett is submitting a request to drain these lots to the rear and to the north along the back of lots involved to connect to common drainage facilities. He is to submit a revised grading & drainage plan for your review.

If the plan is acceptable he will be submitting a "clearing & grade change permit" to clear and fill ~~the~~ a 30' strip ^{along} ~~down~~ the center of the lots parallel to the street which will be the eventual house location area.

Drainage for lots 33 thru 29 would be to a swale in the hiatus area between this development & Countryside Unit II. An easement for this area would be given to the City.

Drainage for lots 84 thru ~~85~~ 93 would be to the back lot lines and then North along a back lot line swale to Ipswich Lane connecting to the culvert shown at that location.

I advised Gary that I would discuss the plan with you and that in my absence you would make the decision on approval or denial.

I am not opposed to accepting the plan ^{as} presented. Gary will be submitting a written request for this revision to the plans.

BENNETT & DAVIS

CONSULTING ENGINEERS, INC.
911 BEVILLE ROAD
SOUTH DAYTONA, FLORIDA 32019-1799
TELEPHONE 904/761-0711

December 6, 1984

HAND DELIVERED

RECEIVED
DEC 06 1984

*12-6-84
John
Please review & Comment.
HT*

Mr. John Lacey, P.E. **CITY OF PORT ORANGE**
City Engineer **CITY PLANNER**
City of Port Orange
P.O. Box 5
Port Orange, FL 32029

Re: Foxboro Subdivision Phase II
B & D Project No. 76-07.3

Dear Mr. Lacey:

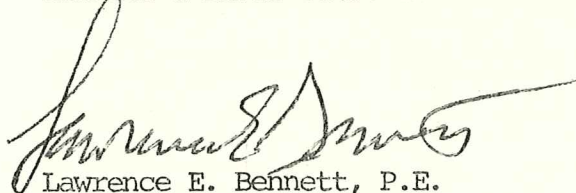
Enclosed herewith please find twelve (12) copies of the revised drainage plans for the above referenced project. The changes requested are to facilitate saving of trees by keeping down the amount of fill required in lots 28 thru 34 and lots 84 thru 95. We are proposing a private drainage swale along the rear of the lots in question, which would be graded during house construction to provide a positive drainage outfall for these lots. We would deed restrict maintenance requirements of these easements to preclude any City maintenance.

The concept is to provide a positive flow of surface water along the rear of the lots and, if properly constructed, should be a simple matter to mow for maintenance.

If you should have any questions, please do not hesitate to contact me at your convenience.

Very truly yours,

BENNETT & DAVIS CONSULTING ENGINEERS, INC.

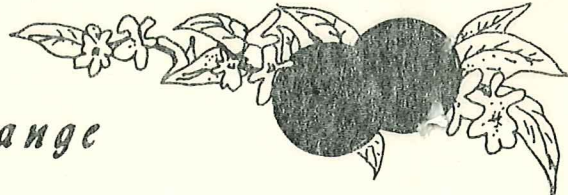
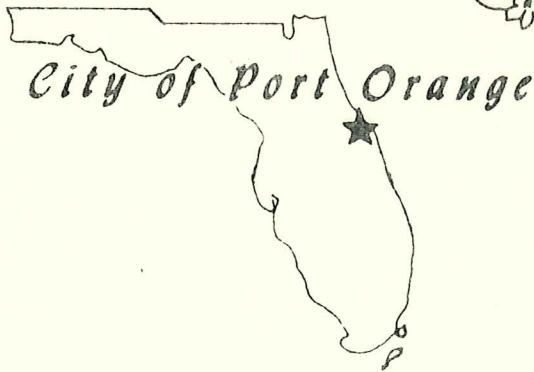
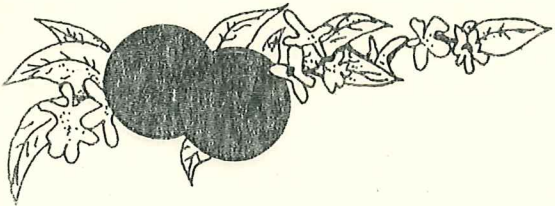


Lawrence E. Bennett, P.E.

LEB:dlm

Attachments

cc: Mr. Richard Gysan
Mr. Joe Strini
File



FOUNDED
1867

INCORPORATED
1926

POST OFFICE DRAWER 5
PORT ORANGE, FL 32019-0005
TELEPHONE 904-761-8000

December 10, 1984

Mr. Larry E. Bennett, P. E.
Bennett & Davis
911 Beville Rd.
South Daytona, Fl. 32019-1799

Re: Drainage Revisions, Foxboro Subdivision Phase II ✓
(Bennett & Davis 76-07.3)

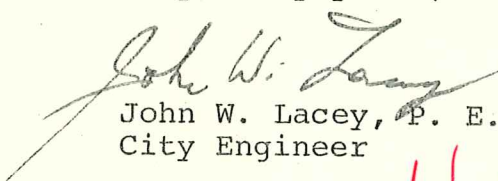
Dear Mr. Bennett:

I have checked the plan submittal on the referenced received December 6, 1984. The rear yard swales if properly constructed and maintained should be adequate to serve the adjacent homes. The policing matter of assuring that the swale is not blocked by one or more future home owners is a significant problem with the City Staff. It is this reason that I remain opposed to any open drainage that is not within a right of way suitable for maintenance as well as conveyance of storm water run-off.

The plan, as submitted, will require additional information such as: actual ground elevations; revised drainage map; revised drainage computations; details on the proposed new inlet; and swale details showing erosion prevention at Lot 28 and the main ditch.

Your proposed revisions do not have to go to the Planning Commission, but should be reviewed by our S.D.R.C. members prior to going to the City Council. I appreciate your cooperation.

Very truly yours,


John W. Lacey, P. E.
City Engineer

JWL:md

cc: Ken Parker
A. Day
B. Meyer

*Revised plans
received 1-4-85*

Foxboro II - Verbatim from Council Meeting of 1/7/85

Motion was made by Council to place the subject on agenda.

JFisher - Where are we at in the way of approval or anything else.

Where does it stand?

KWP - It is approved.

Bennett- It is approved on the construction and during the construction phase we found that there is one section that project, in fact two sections, that are going to create a future drainage problem if some corrective action is not made. When we found out what the problem was, we came up with what we thought was a good plan to assure that all areas received proper drainage. The two areas are on the west side of the project that back up to Countryside Unit II. Countryside Unit II has a drainage ditch that comes down and ties into the big canal that was built on the east side of Deep Forest several years ago which currently comes down and turns and goes this way. With the construction of Phase II, that drainage canal would be eliminated and that point and flow through a drainage retention area that's in the center of our project. This area right here is about 2-1/2 to 3 feet lower than what our topographic information first indicated. We can't lower the grade on the road because the high water in the lake dictates the road grades. We cannot lower them anymore than they currently are. The plan that we had was that these roadways out here about 13 and 7 here and the elevation of these lots are now around 10. The reason that we didn't get back to you in time was that the information that John wanted to evaluate our plan included additional topographical information, and due to the holidays we didn't get it until just this last week. We have done a complete tree survey on the river property along where these easements would go and the swale that we plan to put in here would be put in initially during construction of the road and all and then we would police the maintenance of that to incure that these lots drain properly down this additional drainage structure. Countryside Unit II slopes this way. By the fact that this

road is going to create like a dam from this drainage, something's got to be done to direct that drainage in the proper direction. I think the main concern of John is the fact that the City doesn't want to get into the policing of this. What we're proposing is more of a general swale that would be no more than around 6" deep that would meander through whatever trees that we are saving along your property line that would be approximately 10' wide. We could grade to it and then water would then gradually just work its way down through the other drainage structures. There are sufficient right-of-ways dedicated in our plan for the ditches and canals, but we're really not talking about anything that's going to require a lot of city maintenance. It's more of a yard-type mowing to keep these - we've got a similar problem in Unit 1 of Foxboro that was caused by Countryside, before Countryside was constructed there was a drainage, it was like a swale but it came through the middle of our property. I've made up little maps and taken some photographs for each one of you to look at and I'll go through each photograph with everybody. The big map that you see there shows you the same thing that I've got on my drawing. The first two photographs are the swale that we put in Foxboro Unit 1 and where that swale comes out onto the street. As you can see it comes down between the houses and it's more of a yard type swale than anything else. It basically just allows the water to get up behind the houses and out to the permanent drainage facilities. The reason I wanted to get this resolved is because we need to know what plan we're going to go with. If we didn't get this approved, we would have to put more fill on the lots and I think we would end up destroying quite a few of the trees. If you look at the next series of four drawings, the first two are the north and south end of the clearing that has already taken place where this swale will go. You can see that there's a lot of trees in there and we want to work around those trees and save the ones that are left. The next two

drawings you can see on the third photographs, I mean, the construction that you see in the foreground is where the road is and the trees, the swale will go in between those trees. The last photograph is a picture taken about half-way up the drainage swale, and you see the little stake in the center with the flag on it, that's the west side of one of the, I think that's the east side of one of the easements in that area. And you can see there's trees right in the middle. And our plan is to work around those trees which we are saving which are very nice trees and pick out the ones that we didn't feel would survive or might cause us some problems later on. But I think what I'm asking Council to do is approve the concept. Tonight I gave John our revised drainage calculations and some additional information he had asked for. I know he's not had a chance to look at it. I certainly would want him to approve the drainage computations and the plan, but I think Council needs to give us direction that we need to go proceed on with our project.

Green - How did it drain originally?

Bennett - Well, what we had planned to do was, we thought the lots were about 2-1/3 to 3 foot higher than what they are, we had just planned to grade the lots and have the rear lots out to the streets. With the way the road grades working out in there, I think there's going to be some problems in doing that because of instead of putting a foot or so of fill on the lot, we're going to have to put 2 or 3 feet fill on the lot. With this drainage, we're going to minimize the amount of fill to be put on the lots and save the trees.

Mayor - Mr. Lacey, what do you think of the concept?

Lacey - Rear yard open drainage without a right-of-way is extremely difficult to maintain for the City's standpoint. The concept itself would very likely work as far as getting the surface water out of the area. Again, you have a small meandered ditch through trees and the City

won't be able to maintain that. First thing that's going to happen is somebody is going to move into the middle of the system and put up a fence, bring in some fill, and now you've got a blockage and other people are going to start complaining to the city and all we can tell them is there's not much we can do about it.

Bennet - Well, that's why we would want the policing, and we want to have a chance to at least police it during the construction of the units. We did this on Foxboro Unit I. In fact, FPL had put a transformer right in the middle of our swale, and Mr. Geison, who is here tonight, the owner of the project, paid FPL \$700 to relocate that transformer to insure the integrity of our drainage system. That system does work and this is what we are trying to do. We're not trying to create something that is going to be a problem for the city. The easements that ~~wx~~ would be given would be to insure that nobody could block the drainage. Mr. Strini is the exclusive agent for any sales of lots, and he's here tonight any builders who buy in there of this swale and of the fact that it has to be maintained. We think that we can police it and the city won't have to worry with it. We don't want to create any problem for the city but I think if we don't have this type of drainage system the City's going to have some problems later on.

VMGreen - Are you listing this as a deed restriction? Is it a part of the documents or just verbal.

Bennett - No, we can do whatever deed restrictions or what the city would think appropriate. I'm trying to get the concept across so we can work it out with the staff members, but I think we can make those provisions in our deeds and in our final plat. We just want to be able to end up with a good job. That's why we're here tonight.

Mayor - Mr. Carr, can we require the final plat be included as a deed restriction - x number of feet exists for easement

Carr - Yes, sir you could, but I would point out John Lacey's practical

problems that once people put fences up back there you need to keep in mind that it may become an enforcement problem for the City. He mentions that it's only going to be a little 6" swale, but if people do fence their property lines, there may be a tendency when they see that water on their land to just slowly fill more each time, and then eventually you do have a problem, and yes, you could put that in there, but it does become an enforcement problem for the city at that point from a practical viewpoint. Baker, I've got one in my backyard and it works very well.

VMG - John, what's your preference.

John Lacey - I would recommend a storm sewer or something at the rear yard lot line. I would have no objections to that type of philosophy mainly because you don't have the maintenance problems the storm sewer as you do with open drainage. You don't have to worry about mowing it. There may be a problem with the storm sewer. I don't know, I haven't looked at it.

Bennett - The problem with the storm sewer is that you got to have something to pick up the water, there's something you've got to convey the water, and the only way I know to do that is to swale it.

Green - I guess given a preference I would prefer swales because except in adverse conditions, the water should percolate back into the soil. If you pipe it, you're just transferring the water somewhere else in greater quantities. I agree with John. I can see what's happened in Sleepy Hollow, it's backed up to me right now. No provisions were made to maintain it, but if it's a clear deed restriction about the maintenance of that thing, I think the city's out of it.

Mayor - Gunter, we've got this swale here in this backyard. Somebody comes in and says I want a fence permit. Do we have anyway of knowing in your department that they can't build a fence there?

Gunter - Yes. We have the only safeguard around. We go to Engr. and Engr. approves every fence.

Mayor - Ok. If we continue that practice then we should have the authority to say, hey, you can't put a fence there. I think we could

include it on the plat as an easement and you guys include it as a deed restriction and we'll just make sure that it's not changed. The concept will be there.

Bennet - I've walked over both of those proposed swales and the ground ~~slopes~~ slopes from the high point where we're going to be discharging as it currently is except for a couple spots that we would need to re-grade. So we've already got a natural drain pattern as it currently is and I've been all over the site and took pictures myself so I think it's going to work and I don't think there will be any problems.

Mayor - They've basically done what we're saying then. You have to revise your final plans.

Bennett - Right

Mayor - You have to include that in your plat and we would ask that the appropriate deed restrictions be presented to our City planner for approval. Anything else that you think we can require John?

Lacey - Not off the top of my head.

Gunter - I would suggest putting it on the plat, too.

Mayor - Well, we said include it on the plat.

Citizen in the audience - You might want to consider in the future when they ask for a fence they keep the fence so many inches above the ground. If it's a privacy fence they want, they don't necessarily have to fence right to the ground.

Mayor - We're not going to let them put a fence anywhere within this drainage ditch.

Citizen - The swales that we corrected in Foxboro I at the time the problem came up we immediately went in and made the corrections ourselves and since that time, we have had no problems at all, as far as I know. No homeowner has ever called me and normally I received any call of any kind of complaint from Foxboro because I sold all those lots.

17-00
26560423

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

File

RESTRICTIVE COVENANTS

FOXBORO SUBDIVISION

PHASE II

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

By [Signature]

FEB 22 11 22 AM '85

FILED FOR RECORD
RECORD VERIFIED

017096

KNOW ALL MEN BY THESE PRESENTS THAT, Whereas, Foxboro Group, Inc., a Florida Corporation, with its principal offices located in Volusia County, Florida, is the fee simple owner of the following described property located in the County of Volusia and the State of Florida, to-wit:

FOXBORO SUBDIVISION, PHASE II, according to the Plat thereof as recorded in Plat Book 40, Page 75, Public Records of Volusia County, Florida.

WHEREAS, the said owner desires that all of said property above described be subject to like restrictions for the mutual benefit and protection of itself and persons, both natural and corporate, who may hereafter purchase or acquire any interest in said property, or any portion thereof.

NOW THEREFORE, THESE PRESENTS WITNESSTH: That the parties to this agreement, for and in consideration of the mutual covenants therein contained, and for the further consideration of One Dollar in hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable consideration, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above described.

All lots in the tract shall be known and described as residential lots; no building or structure of any kind shall be erected, placed or allowed to stand in the land hereby conveyed until the plans and specifications, together with drawings showing the front and rear facades and the placement thereof on the land, shall be approved in writing by the grantor, its agents or an architectural control committee, if such a committee is established. All dwellings are to be constructed of stucco, frame brick or stone finish and there shall be no exposed block exteriors.

Roofs shall have a pitch of 5/12 if built of asphalt shingle or comparable roof material, and shall have a pitch of 4/12 if constructed of Spanish barrel tile.

No dwelling house shall be used for any other purpose than as a dwelling for one family. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet. Any alterations to a dwelling or garage shall require approval from the grantor.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No oil drilling, oil development operation, quarrring or mining operations of any kind shall be permitted, nor shall any excavations (mineral) or shafts, or derricks for oil or natural gas be permitted upon any lot.

No unregistered vehicles, or heavy construction equipment shall be permitted unless directly involved with the development of the Foxboro Subdivision.

All dwellings shall be connected at the lot owner's expense to central water and sewer facilities. No cesspools, septic tanks or other individual disposal system shall be permitted. Additionally, such lot owner shall pay connection fees for the central water and sewer systems as per schedule of charges of City of Port Orange, Florida.

All dwellings shall be constructed with a minimum of two car garages.

No fence, railings or other barrier shall be built on the rear 20' of Lots 28-33, inclusive, and on the rear 15' of Lots 84-93, inclusive, and on the rear 15' of Lot 94, which would impede unencumbered access to a drainage swale over and across said lots.

Page.....3

Easements for installations and maintenance of utilities and draining systems are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these utilities and systems, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

All purchasers of lots in Foxwood Subdivision, Phase II, shall be responsible for installing and paying for sidewalks which shall in all respects conform to plans and specifications of the City of Port Orange. Said sidewalks are to be installed at such time as required by the City, but in no event longer than two years from the recording of the plat of Foxwood Subdivision, Phase II.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The failure of the owner to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the owner of these or other provisions of these restrictive covenants.

The owner reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner of more than thirty (30) percent of the property described herein.

Page.....4

IN WITNESS WHEREOF the said Corporation has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary-Treasurer, this 18 day of February, 1985.

Signed, sealed and delivered in the presence of:

FOXBORO GROUP, INC.

BY: Richard L. Gysan
President

ATTEST: Barbara A. Gysan
Secretary-Treasurer

STATE OF Florida

COUNTY OF Volusia

I HEREBY CERTIFY that on this 18 day of February, 1985, before me personally appeared RICHARD L. GYSAN and BARBARA A. GYSAN, President and Secretary-Treasurer, respectively, of Foxboro Group, Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and personally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and they affixed hereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this 18 day of February, 1985.

Louise R. Johnson
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES FEB 21 1985
BONDED 1000 GENERAL INST. UNDERWRITERS



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

18-35000001

DATE APPLICATION RECEIVED

6/20/18

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Larry P Vancini
Address: 618 Ipswich Lane
Phone: 407-376-7048 Fax: _____ Email: lpvancini@gmail.com
Property Owner(s): Larry & Robin Vancini
Address: 618 Ipswich Lane
Phone: 407-376-7048 Fax: _____ Email: lpvancini@gmail.com
Subject Property Address: 618 Ipswich Lane
Subdivision Name: Foxboro
Lot Number: Lot 86 Parcel No.: 631612000860

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area (provide a separate attachment if necessary):

See Survey

Purpose for the proposed easement vacation: Pool

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: JP Van Date: 6/20/18

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: JP Van Date: 6/20/18

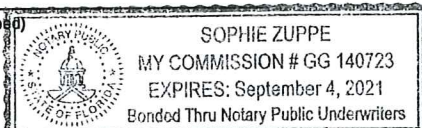
Property Owner Signature: Robert Deneini Date: 6/20/18

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this June 20, 2018 by Harry Vancini, who is personally known to me or who has produced FIDL as identification and who did (did not) take an oath.

Sophie Zuppe Notary Public, Commission No. _____
(Signature)

(Name of Notary typed, printed or stamped)



(Provide a separate attachment for additional properties if necessary)

ORIGINAL DOCUMENT

Recording Requested by

YOGESH JAJORIYA
SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
RVW 3013
RICHMOND, VA 23224

When Recorded Mail To:

SUNTRUST MORTGAGE
SHERRI FARMER
PAYOFF DEPT RVW 3013
P. O. BOX 27406
RICHMOND, VA 23286-9437

Release of Mortgage

Loan Number: **0237965462**

MIN: **100010402379654621**

MERS Phone #: **(888) 679-6377**

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS Mortgagee of a certain Mortgage, whose parties, dates and recording information are listed below, does hereby acknowledge full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said Mortgage.

Original Mortgagor: **LARRY P. VANCINI, AND, ROBIN C. VANCINI, HUSBAND AND WIFE**

Original Mortgagee: ***MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC.**

Dated: **02/17/2012** Recorded: **02/24/2012** In Book/Reel/Liber: **6683** Page/Folio: **3486** as Instrument Number: **2012-033199** . In the Official Records in the County of **Volusia** State of **FL** affecting Real Property and more particularly, described on said Mortgage referred to herein.

Property Address: **618 IPSWICH LN, PORT ORANGE, FL 32127**

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS by the officers duly authorized, has duly executed the foregoing instrument.

Today's Date: **04/10/2018**

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR SUNTRUST
MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS**

By:



GABRIELLE BECK, Vice-President

Notary Acknowledgement:

This instrument was acknowledged before me, **STARR DINEEN LACKS** , a notary public in and for **Richmond (City)** county in the state of **VA** on **04/10/2018** by **GABRIELLE BECK** , as **Vice-President** of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS** .

Witness my hand and official seal.



STARR DINEEN LACKS Notary Public for **Richmond (City)**
County , **VA**
My Commission Expires: **10/31/2020**
7151846

STARR DINEEN LACKS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2020
COMMISSION # 7151846

Prepared By: **GABRIELLE BECK**



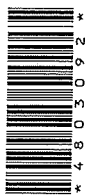
NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS 2017 Paid Real Estate

Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

PROPERTY ADDRESS: 618 IPSWICH
LEGAL DESCRIPTION: LOT 86 FOXBORO SUB PHASE II MB 40 PG 75 PER OR 2766 PG 1992

County of Volusia County of Volusia
Paid By CORELOGIC
11/29/2017 \$1,178.64

Receipt # EEX-17-00000590



VANCINI LARRY P & ROBIN C
618 IPSWICH LN
PORT ORANGE, FL 32127-7770

PARCEL:	631612000860
ALTERNATE KEY:	4803092
MILLAGE CODE:	402
TAX YEAR:	2017

WALK-IN CUSTOMERS
PLEASE BRING ENTIRE NOTICE

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

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Nov 30, 2017				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.65200	99,106	50,000	49,106	326.65
VOLUSIA FOREVER	0.09050	99,106	50,000	49,106	4.44
VOLUSIA ECHO	0.20000	99,106	50,000	49,106	9.82
VOLUSIA FOREVER I&S 2005	0.10950	99,106	50,000	49,106	5.38
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	99,106	50,000	49,106	9.23
PONCE INLET PORT AUTHORITY	0.09290	99,106	50,000	49,106	4.56
SCHOOL	6.52000	99,106	25,000	74,106	483.17
PORT ORANGE	4.48810	99,106	50,000	49,106	220.39
PORT ORANGE I&S 2006	0.31740	99,106	50,000	49,106	15.59
ST JOHNS WATER MANAGEMENT DIST	0.27240	99,106	50,000	49,106	13.38
FLORIDA INLAND NAVIGATION DIST	0.03200	99,106	50,000	49,106	1.57
HALIFAX HOSPITAL AUTHORITY	0.37810	99,106	50,000	49,106	18.57

TOTAL MILLAGE RATE:

19.34090

TOTAL TAXES:

\$1,112.75

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
PORT ORANGE STORMWATER	386-506-5721		115.00

TOTAL ASSESSMENTS:

\$115.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$1,227.75

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938

Email: Revenue@volusia.org

VOLUSIA COUNTY TAX BILL 2017 Paid Real Estate

TAX YEAR: 2017

Make payment to: VOLUSIA COUNTY

Mail payment to:

VOLUSIA COUNTY REVENUE DIVISION

123 W Indiana Avenue Room 103

DeLand FL 32720

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

PARCEL : 631612000860

ALT KEY: 4803092

VANCINI LARRY P & ROBIN C

618 IPSWICH LN

PORT ORANGE, FL 32127-7770

PROPERTY ADDRESS:

618 IPSWICH, PORT ORANGE

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2017	\$0.00

TAXES BECOME DELINQUENT APRIL 1

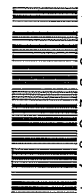
RETURN WITH PAYMENT

Public Site
Paid

11/29/2017

Receipt # EEX-17-00000590

\$1,178.64



PLEASE RETAIN TOP PORTION FOR YOUR RECORDS



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (H20) First Reading - Ordinance No. 2018-27 - Shopping Carts

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-27.

SUMMARY: City Ordinance to address shopping carts being removed from owner's property and responsibilities of the owners to make efforts to prevent persons from removing shopping carts from owner property. The ordinance will also address the owner's responsibility to retrieve carts in a timely manner when notified of carts off property. The ordinance will help to reduce unsightly shopping carts on the sides of roads or any other location which is not considered cart owner property and to maintain a high quality of life in our City.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-27 - Shopping Carts	Ordinance No. 2018-27 - Shopping Carts.pdf
----	--	--

Robin Fenwick
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 08/06/2018
Approved - 08/07/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE, ON-SITE RETENTION MEASURES AND RETRIEVAL PLANS; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that shopping cart theft and abandoned shopping carts have become a growing problem within the City; and

WHEREAS, City Council finds it necessary to impose reasonable regulations for the retailers to implement and encourage shopping cart retention within the boundaries of their properties; and

WHEREAS, these reasonable place and manner restrictions regarding abandoned shopping carts, serve to ensure the safety and general welfare of its citizens; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council hereby amends Chapter 18, to establish a new Article XIV in the Code of Ordinances, City of Port Orange, Florida, to read as follows:

ARTICLE XIV. – SHOPPING CARTS

Sec. 18-302. - Signage.

- (a) Shopping cart identification sign required for retail establishments. Every retail sales establishment which utilizes shopping carts, as defined by Section 506.502(10), Florida Statutes, in the operation of its business, shall affix an identification sign on the shopping carts providing the name and store number of the owner.
- (b) Signs. Every owner of a retail sales establishment which utilizes shopping carts, or owner of a shopping center in which one (1) or more of the retail sales establishments utilizes shopping carts, as defined by Section 506.502(10) Florida Statutes, in the operation of its business shall post signs, no less than eighteen (18) inches by thirty-six (36) inches, in conspicuous locations at the entrance(s) and exit(s) of its building and parking area(s) which shall be clearly legible in English, and which shall provide, in substantial form, the following:

WARNING

Any person who removes a shopping cart from the premises of the owner, or is in the possession of any shopping cart, shall be presumed to be in possession of stolen property and is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment of up to one (1) year as provided by Sections 506.509 and 506.513 of the Florida Statutes.

- (c) Signage Exemptions. Any establishment that meets the criteria set forth below may request an exemption from subsection (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection (a) and (b) may be granted by the city manager to any establishment which:
- (1) Utilizes twenty (20) or fewer carts; and

- (2) Constructs barriers to prevent the removal of shopping carts from the interior of the retail store, while permitting full wheelchair ingress and egress by disabled persons; or
- (3) Attaches alarm mechanisms or other security devices to shopping carts to prevent their removal from the property of the retail sales establishment or shopping center.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to these signage requirements upon adoption of this section shall comply within six (6) months unless granted an exemption or otherwise provided for by law.

Sec. 18-303. - On-Site retention.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping carts on-site shall install and maintain a system to retain all shopping carts within the real property boundaries of the business location. The business shall provide signage in a conspicuous location notifying shopping cart users of a retention system in place and how said system operates. The location, type of device and other pertinent information deemed necessary by the city manager must be shown on the approved site plan for the business or lot the business is located on.
- (b) Permitted methods of retention shall include any one of the following methods:
 - (1) A physical barrier, such as bollards, restricting shopping carts to the front sidewalk or portion of the business.
 - (2) Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business.
 - (3) A system, which may be mechanical in nature, requiring a deposit to use a shopping cart; deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart.
 - (4) Shopping carts equipped with a wheel locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel locking mechanism will activate when the shopping cart crosses the electronic barrier.
- (c) *Legal Nonconforming Businesses.* Any business that is nonconforming as to on-site shopping cart retention upon adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-304 - Retrieval plan.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping carts on-site shall develop a retrieval plan which shall include an effective and specific

method of retrieving the retail establishment's shopping carts found throughout the city.

(b) *Plan submission, amendment and review.*

- (1) The city shall determine whether a retail establishment's plan for retrieving its shopping carts submitted pursuant to this section is reasonably calculated to result in the prompt removal of the retail establishment's shopping carts found throughout the city on property other than that of the retail establishment furnishing the shopping carts to patrons.
- (2) Based on the above-referenced criteria, the city shall approve, reject or require modification of a plan, within sixty (60) days of when the plan is submitted.
- (3) If a plan is approved, the proposed measures shall be implemented no later than thirty (30) days after approval.
- (4) If a plan is rejected or modification is required by the city, the retail establishment shall modify the plan and resubmit it to the city no later than thirty (30) days after the date of its rejection.
- (5) Following the approval of a plan, a retail establishment may file a written request with the city to amend its plan. The proposed amended plan is subject to the same criteria and review process as an original plan.
- (6) If a retail establishment's original or amended plan is approved by the city, and subsequently, the city manager determines that the retail establishment's plan for retrieving its shopping carts found throughout the city is ineffective, the city manager may schedule a hearing before the city council for the purpose of modifying the retail establishment's plan. The city manager shall provide the retail establishment with at least ten (10) days' written notice of such hearing, along with the city manager's recommendation. After consideration of the matter and after permitting the retail establishment to be heard, the city council may require modification of the plan or approve it as written.

(c) *Legal Nonconforming Businesses.* Any business that is nonconforming as to an approved retrieval plan as of the adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-305. - Procedure for handling shopping carts found on public property.

- (a) Employees and officers of the city shall be deemed agents of the city and any identifiable shopping carts found by them on public property during the course of their official duties shall be reported to the city's code enforcement division. City staff shall collect the shopping carts and place them in storage.
- (b) The city shall provide reasonable notice to the owner of the shopping cart, as designated on the shopping cart's identification sign and/or approved retrieval plan, to retrieve the same.
- (c) The owner of the shopping cart shall have ten (10) days from receipt of the notice to retrieve the same.

- (d) If the shopping cart is not claimed by the owner within the time specified in this section, the title to such property shall vest in the city and the same shall be disposed of at the sole discretion of the city.
- (e) All unidentifiable shopping carts found on public property shall be considered lost or abandoned and shall be handled in accordance with Section 705, Florida Statutes, as amended from time to time.

Section 18-306. - Enforcement.

- (a) The code compliance inspectors shall be authorized to enforce this article in accordance with chapter 2, article V of this Code.
- (b) The police department through its law enforcement officers shall be authorized to enforce this article in accordance with section 1-8 of this Code.
- (c) In addition to any other enforcement mechanism, whether civil or criminal, the city shall, at its discretion, have the right to seek the aid of the courts of this state with respect to the enforcement hereof and the violation of this article or any lawful order of the city council, code enforcement board, special master or building official, which rights shall include the right to seek injunctive relief against such persons as may be determined by the city to be in violations of the terms and provisions of this article.

Section 18-307. - Violation and Penalty.

It shall be a violation of this article for any business establishment to fail to comply with the requirements set forth herein. Any person, firm, or corporation violating any of the provisions set forth in this article shall be subject to the penalties provided in section 1-8 of this Code and as may be imposed by the code enforcement board or special master in accordance with section 2-214 of this Code. Each day that any violation of the terms, conditions, regulations, limitations or provisions of this article shall continue to exist shall constitute a separate and distinct offense, punishable as herein provided. Any continuing violations of the terms, conditions, regulations, limitations or provisions of this article may be enjoined and restrained by an injunctive order of the circuit court in appropriate proceedings instituted for such purposes.

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

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance

may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____ 2018

Passed and adopted on second and final reading on the ____ day of _____, 2018.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (H21) First Reading - Ordinance No. 2018-28 - RV Parking Code Amendment

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-28.

SUMMARY: This ordinance amends the code to clarify the regulation related to parking an RV alongside a residence. There has been some discrepancy about whether the roof overhang should be included in the measurement. This amendment makes it clear that roof overhang is included in the calculation.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-28 - RV Parking Amendment	Ordinance No. 2018-28 - RV Parking Amendment.pdf
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Beth Unruh
William Proctor
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 08/10/2018
Approved - 08/20/2018
Approved - 08/21/2018
Approved - 08/24/2018
Approved - 08/24/2018
Final Approval - 08/27/2018

ORDINANCE NO. 2018-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 70-48 OF THE CODE OF ORDINANCES RELATING TO PARKING OF RECREATIONAL VEHICLES AND EQUIPMENT IN RESIDENTIAL AREAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the City Council's intent to preserve the integrity and quiet enjoyment in residential neighborhoods within the City of Port Orange; and

WHEREAS, an amendment to the Code is necessary to clarify the intent of the recreational vehicle parking regulations; and

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

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

SECTION 1. Chapter 70, Article II, Section 70-48 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 70-48. - Parking of recreational vehicles and equipment on residential premises.

- (a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). "Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.
- (b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.
- (c) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:
 - (1) In an enclosed building or a completely enclosed garage.
 - (2) Behind the front plane of a dwelling unit.
 - (3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

- (d) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (c)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.
- (e) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.
- (f) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (H22) Guidance on Fund Ownership of Riverwalk Property

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: On December 15, 2017 the City purchased five parcels located within the bounds of the CRA for \$1,219,416 using funds from the General Fund. These parcels are identified on the attached map. Costs listed below include the deposit and prorated costs of an environmental study and survey.

6303-11-02-0071 (Riverwalk Map ID 28) Purchase cost : \$208,977.10
6303-11-02-0031 (Riverwalk Map ID 36) Purchase cost : \$503,762.50
6303-11-02-0022 (Riverwalk Map ID 37) Purchase cost : \$188,943.30
6303-11-02-0014 (Riverwalk Map ID 39) Purchase cost : \$143,829.50
6303-11-02-0012 (Riverwalk Map ID 41) Purchase cost : \$173,903.50

Even though these parcels are located in the CRA, they were purchased directly by the General Fund. Staff is proposing to transfer ownership of these parcels to the CRA by creating an inter-fund loan. Following the transfer:

- 1) The general fund maintains a claim on CRA revenues.
- 2) Allocation of future land sale gains or losses accrue to the CRA
- 3) Ownership more accurately reflects investment in the CRA.
- 4) 3900 Halifax rental revenue is credited to the 103 fund instead of the General Fund

Should Council agree with staff's recommendation, guidance is sought on establishing an interest rate for the loan. Currently loan pool loans carry interest rates ranging from 0% to 6.52% per the attached schedule.

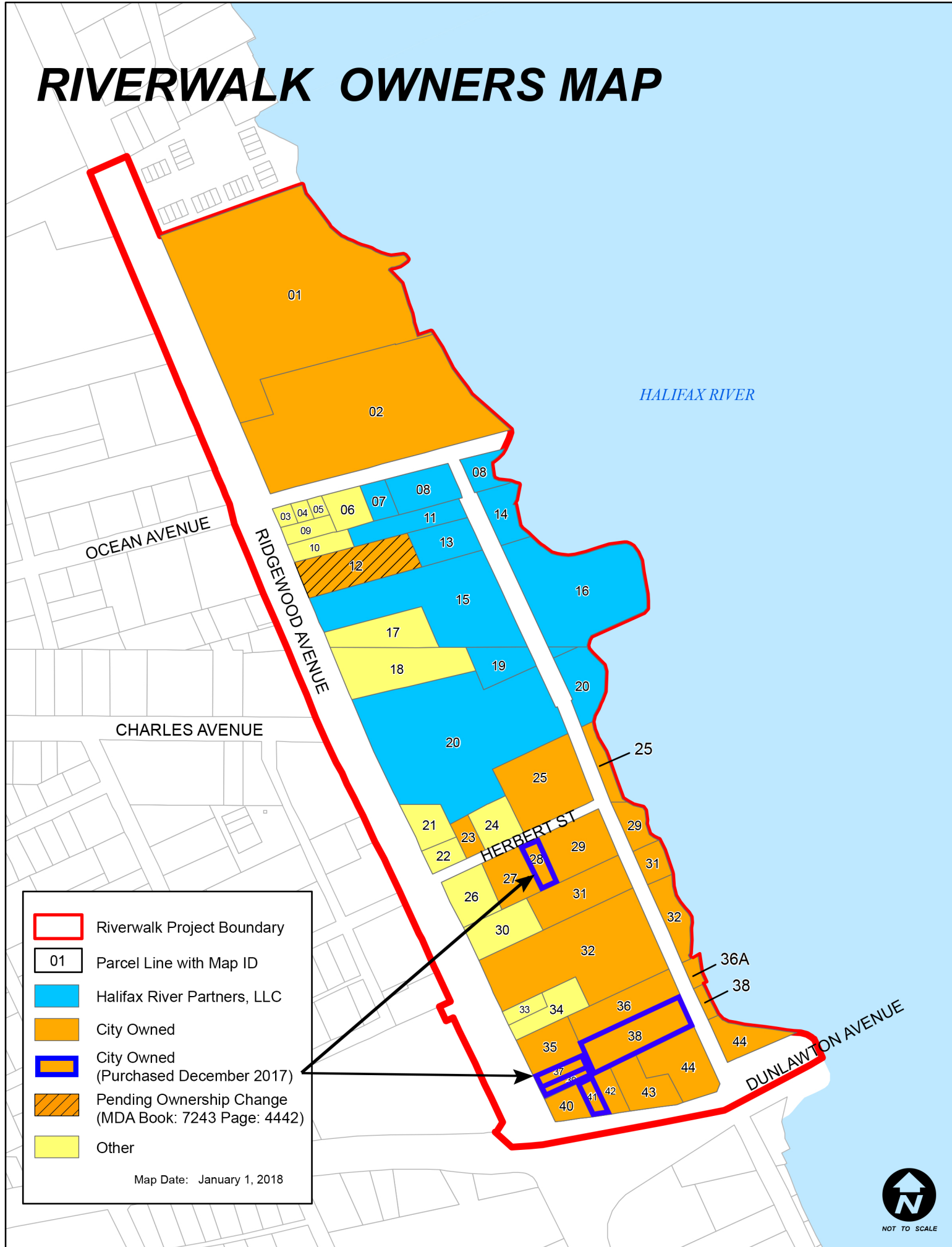
Project No.: Funding Account No.:

ATTACHMENTS:

1.	RIVERWALK OWNERS Map - parcels bought by City Dec 2017	RIVERWALK_OWNERS Map - parcels bought by city December.pdf
2.	Summary Schedule Loan Pool 8-18	Summary Schedule Loan Pool 8-18.pdf

Tracey Riehm	Created/Initiated - 08/22/2018
Tracey Riehm	Approved - 08/22/2018
Margaret Roberts	Approved - 08/23/2018
Jake Johansson	Approved - 08/23/2018
Robin Fenwick	Final Approval - 08/24/2018

RIVERWALK OWNERS MAP



CITY OF PORT ORANGE LOAN POOL INTERNAL LOANS OUTSTANDING

Inception Date	Interest Rate	Owed by	Name	Balance as of 8/31/18	Notes
FY 2010-18	1.5-2.5%	103	Town Center CRA	2,400,390.24	Annual debt service payments
FY 2010	0%	110	CDBG	207,238.29	Seed money for CDBG program
FY 2007	6.52%	306	Transportation Capital Projects	421,089.72	Summer Trees
FY 2018	0%	317	General Capital	390,953.00	Causeway Park
FY 2015	0%	450	Golf Course	1,729,491.00	Renovation - to be written off Reso 18-28
FY2008	1.50%	611	Recreation Impact Fund	207,207.28	Coraci Park
			TOTAL	5,356,369.53	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (H23) Discussion of City Attorney Work Performance

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: This agenda item has been posted to allow council to discuss the work performance of the City Attorney and to identify the council's desires for the progress of the city's legal work during FY 2019. Council reviewed the City Attorney's salary and provided an adjustment earlier in the year and no further salary adjustment is requested. Individual Council Members have met with the City Attorney and identified some of the areas of importance. Forms for review of the work performance have also been provided for council's consideration.

The City Attorney with the assistance of the Deputy City Attorney/Police Legal Advisor and the Assistant City Attorney timely address the litigation defense of the city, the prosecutions of city ordinance violations, parking citations and dangerous dog cases. The legal representation of the code enforcement officer cases began earlier this year. The pace of contract and agenda item preparation has been standardized. Several major ordinances and legislative initiatives have been updated or implemented, including the Marjory Stoineman Douglas Public Safety Act, a Toolkit for routine law enforcement practices, the DUI checkpoint plan, the Wireless Infrastructure Deployment Act, and others. The office has established the disposal process for legal record disposal and retention as required for legal resources and compliance with law. Legal was fully engaged in the facilitation and resolution of permit disputes with federal and state regulators. The legal team compiled the legal data and facilitated the transition of the bi-weekly payroll for the garnishments. The program for private property debris removal was proactively advanced for hurricane response.

Ongoing legal projects include the Enterprise Resource Program, Septic to Sewer, Master Utility Metering, Land Development Code ordinances for new codes, codes responsive to moratoriums and code amendments resulting from case law. As needed, the attorneys participate in the development of general administrative policies and personnel practices.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracy London
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 08/14/2018
Approved - 08/23/2018
Approved - 08/23/2018
Final Approval - 08/24/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (I24) City Attorney Comments - Update on contract for ITB 18-18 City Facility Landscape Maintenance Services

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: Council Members will be briefed on the progress of the contract approved August 7, 2018 in the event that further council action is needed to initiate the services.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Margaret Roberts
Robin Fenwick

Created/Initiated - 08/20/2018
Approved - 08/23/2018
Final Approval - 08/24/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/04/2018

Consent item: No

SUBJECT: (I25a) DMS Site Lease Agreement

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve the Temporary Debris Management Site Lease Agreement and authorize the City Manager to execute on behalf of the City.

SUMMARY: Frank Costa has once again agreed to allow the City to utilize his property on Hensel Road as a temporary debris management site if needed for disaster debris cleanup. This site will likely not be available for the next hurricane season due to new construction. Staff is actively searching for a viable site for next season.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	TDMS Hensel Road Lease Agreement 2018	TDMS Hensel Road Lease Agreement 2018.pdf
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 08/28/2018
Approved - 08/28/2018
Approved - 08/28/2018
Final Approval - 08/28/2018

**TEMPORARY DEBRIS MANAGEMENT SITE
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement") is made this _____ day of _____, 20____, by and between COVENTRY PARTNERS, LLC, a Florida limited liability company (hereinafter referred to as "OWNER") and CITY OF PORT ORANGE, a Florida municipal corporation (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 5931 Hensel Road, Port Orange, Florida (Parcel No. 6321-00-00-0071) (hereinafter referred to as "OWNER Tract"), and that OWNER has the legal authority to enter into this Agreement; and

WHEREAS, CITY, has identified the OWNER Tract as a suitable location for a Temporary Debris Management Site ("TDMS") which could be used by CITY for emergency management purposes in the event of a natural or man-made disaster; and

WHEREAS, CITY desires to occupy and use a portion of the OWNER Tract for emergency management purposes in the event of a natural or man-made disaster; and

WHEREAS, the parties wish to establish criteria for such occupancy and use.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and promises contained herein, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and end on December 31, 2018 at 11:59 PM, EST., unless otherwise mutually extended by the parties in writing.

2. **PREMISES.** OWNER hereby grants, upon receipt of a signed Agreement, the CITY the exclusive use of a certain +/- 40-acre portion of the OWNER Tract lying south of the existing unimproved access road running east from Hensel Road and as more specifically identified and shown on Exhibit "A" attached hereto, hereinafter referred to as "Premises."

3. **LEASE FEE.** The CITY shall pay OWNER One Thousand and 00/100 (\$1,000.00) U. S. Dollars per month in the event that an emergency requires the City to occupy and use the Premises. The lease fee shall be pro-rated for the initial month and the final month of occupancy, in the event of early termination, to reflect the dates the Premises was actually used by CITY. OWNER shall invoice CITY for property use beginning on the first day of occupancy and then on the first of each month thereafter. CITY shall pay OWNER for properly submitted invoices within 30 days of submission. In the event CITY does not occupy such premises for a lease period paid by CITY, OWNER shall reimburse CITY any and all lease fee paid.

4. EARLY TERMINATION. The CITY may terminate this Agreement by providing written notice to the OWNER at least 10 days prior to termination, provided the CITY has complied with the restoration requirement set forth in paragraph 6 below.

5. OCCUPANCY AND USE. The Premises may be occupied and used by the CITY as a TDMS in the event of a natural or man-made disaster. The Premises may be occupied and used by CITY for emergency management services, including such times before and after disaster events, as may be reasonably necessary, for mobilization and demobilization, for the purpose of temporary parking and storage of equipment, supplies, goods, and machinery to be used in the conduct of emergency preparedness, response, and recovery operations; storage and processing of organic debris; and for collection and transportation of organic debris. CITY shall be permitted to locate a portable trailer or temporary building on the Premises.

6. SITE MAINTENANCE AND UTILITIES. During periods of occupancy and use, CITY shall maintain the portion of premises occupied by the CITY at the CITY's cost and expense. During periods of occupancy and use, CITY may require certain utilities on the site. To the extent there are existing utilities on site, OWNER will work with CITY to allow the CITY to use such utilities. If no utilities are currently available, OWNER will allow CITY to deliver utilities to the site. The cost of delivering utilities to the site and/or the cost of service for the utilities shall be borne by the CITY.

7. IMPROVEMENTS AND/OR ALTERATIONS TO PREMISES. CITY shall be permitted to make improvements and/or alterations to the Premises, including but not limited to, roads, lighting, fencing, signage, and other improvements and/or alterations consistent with the stated occupancy and use of the Premises by the CITY. CITY shall be responsible for restoring the Premises and any impacted portion of the OWNER Tract to substantially its original condition at the end of occupancy and use by the CITY. The Parties recognize that the OWNER Tract is planned to be developed as residential single-family homes, and the City shall use its best efforts to minimize impact to any ongoing development and will restore any damage to the development of same.

8. ENVIRONMENTAL TESTING. CITY shall be permitted to conduct soil, groundwater, and other environmental testing on the site as deemed appropriate by the CITY. The cost of such environmental testing shall be borne by the CITY.

9. OCCUPANCY AND USE OF OWNER TRACT BEYOND PREMISES. CITY shall limit its occupancy of the OWNER Tract to the Premises designated on the attached Exhibit A. In the event of extraordinary circumstances, CITY shall contact OWNER in advance, if said circumstances require the CITY to occupy additional areas on the OWNER Tract. OWNER and CITY agree to negotiate in good faith for the use of additional areas of OWNER Tract. OWNER shall have the right to approve or disapprove of CITY'S use and occupancy of additional area; such approval, however, shall not be unreasonably withheld or delayed.

10. DURATION OF OCCUPANCY AND USE. CITY shall limit the duration of its occupancy and use of the Premises to a period as required to complete emergency management services as a result of a disaster event.

11. INDEMNIFICATION. To the extent permitted by law, CITY covenants and agrees that it will remain responsible and will indemnify and hold OWNER harmless for any claim, loss, damage, cost, charge or expense, up to but not exceeding the limits set forth in Section 768.28, Florida Statutes, arising out of any act, action, neglect or omission by CITY, its

officers, employees, agents, contractors, or subcontractors during the performance of this Agreement. Nothing in this License shall alter the CITY'S sovereign immunity established in Section 768.28, Florida Statutes.

To the extent permitted by law, OWNER covenants and agrees that it will remain responsible and will indemnify and hold CITY harmless for any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by OWNER, its officers, employees, agents, contractors, or subcontractors during the performance of this Agreement.

12. INSURANCE. CITY shall provide OWNER with proof of insurance upon written request of OWNER.

13. LIABILITY OF CITY. All property which is brought onto the Premises by CITY or on behalf of CITY shall be at the sole risk of CITY. OWNER shall not be liable to CITY or any other person or entity claiming by, through or under CITY for any injury, loss, or damage to property to any person on said Premises, except of its own acts of negligence.

14. NOTICES. The parties designate the following individuals to serve as primary contact persons for implementation of this Agreement. The contact persons, who may be changed by written notice, are as follows:

OWNER: Frank Costa
c/o Liberty Group
500 Fentress Blvd.
Daytona Beach, FL 32124
386-527-3943
fcosta@libertyfla.com

CITY: M. H. Johansson, City Manager
1000 City Center Circle
Port Orange, FL 32129
386-506-5501
MJohansson@port-orange.org

All notices, requests, demands, or other communication relating to the enforcement or compliance of this Agreement shall be in writing. All such communication shall be delivered by certified mail, return receipt requested, or otherwise hand delivered, and delivered to the following addresses:

OWNER: Michael Sabina
7767 NW 146th St.
Miami Lakes, FL 33016

CITY: City Manager
1000 City Center Circle
Port Orange, FL 32129

With a copy to: Glenn Storch
420 S. Nova Rd.
Daytona Beach, FL 32114

With a copy to: City Attorney
1000 City Center Cir.
Port Orange, FL 32129

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between OWNER and CITY. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

16. COUNTERPARTS. 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.

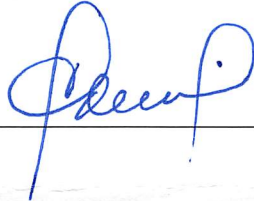
[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

WITNESS:



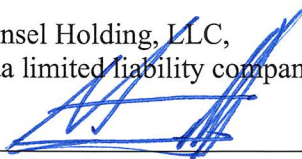
Print Name: Robin Balsoba



Print Name: Carmen M. Hernandez

OWNER:

Coventry Partners, LLC,
a Florida limited Liability Company

By: 
a Florida limited liability company, its manager

By: _____
Print Name: Mitchel Sabina
Print Title: Manager

CITY

BY: _____

Print Name: _____

Print Name: M. H. Johansson

Print Title: City Manager

Print Name: _____

EXHIBIT "A"

