REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 15, 2016

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation - Pastor Scott Kirschner of Christ the King Community Church
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL MEETING OF GOLF CLUB AT CYPRESS HEAD, INC.

D. PUBLIC HEARING

5. Second Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001
6. Second Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004
7. First Reading - Ordinance No. 2016-24 – Cracker Creek PUD Small-Scale Comprehensive Plan Amendment, Case No. 16-20000002
8. First Reading - Ordinance No. 2016-25 – First Amendment to the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000005

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

9. Citizen Advisory Committee for TPO

F. CITIZEN PARTICIPATION (Agenda)

10. Lakeside Community Center Fee Waiver Request - Sarah Good

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

H. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

I. CONSENT AGENDA

12. Approval of Minutes
    a. November 1, 2016 - Regular City Council Meeting
13. U.S. Department of Justice Bulletproof Vest Partnership (BVP)
14. Update Corporate Information for the Golf Club at Cypress Head, Inc.
15. Application for FEMA AFG Grant for Purchase of P25 Compliant Radios and diesel particulate removal systems.

J. REGULAR AGENDA

16. Resolution No. 16-76 - FY16 Budget Execution Review
17. Resolution No. 16-77 - FY17 Budget Encumbrance and Project Carryover Appropriation
18. Resolution No. 16-78 - FY17 Budget Appropriation - Budget Additional Carryover
19. Port Orange Stallions Agreement
20. Performance Measurement Annual Report for FY 2016

K. COMMENTS

21. City Attorney Comments
22. City Manager Comments
    a. Town of Ponce Inlet Water Impact Fee Discussion
    b. Resolution No. 16-75 - Ratifying FEMA Request Letter and Indemnification

L. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports
    a. Arthaus
    b. Port Orange/South Daytona Chamber of Commerce
    c. Roundtable of Elected Officials

M. ADJOURNMENT

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

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

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-20, to change the Future Land Use (FLU) designation for ±9.5 acres from Rural Transition (0-2 units/acre) to Suburban Residential (2-4 units/acre), as recommended by the Planning Commission.

SUMMARY: PLANNING COMMISSION ACTION: August 25, 2016, recommended approval

The proposed amendment is to change the Future Land Use (FLU) designation from Rural Transition (0-2 units/acre) to Suburban Residential (2-4 units/acre) for ±9.5-acres (amendment area) of the overall 65.7-acre Pinnacle Planned Unit Development (PUD) property. The ±9.5-acre amendment area is generally located west of I-95, and east of Williamson Boulevard and Phase I of the constructed Pinnacle Subdivision. The remaining 56.2-acres are not included in the proposed FLU amendment and would retain the current Rural Transition FLU designation. If the proposed FLU Amendment is approved, the applicant intends to amend the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Agreement (CDP) to increase the single-family residential unit cap for the PUD from 139 to 150. The applicant then intends to develop Phase II of the Pinnacle PUD, which is proposed to include 78 single-family homes and associated subdivision improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-20	Ord. No. 2016-20.pdf
2.	Staff Report	CC_Staff Report_Pinnacle PUD_FLUMA.pdf

Robin Fenwick Created/Initiated - 10/21/2016

ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM RURAL TRANSITION (0-2 UNITS/ACRES) TO SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Rural Transition to Suburban Residential for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

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

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

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

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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

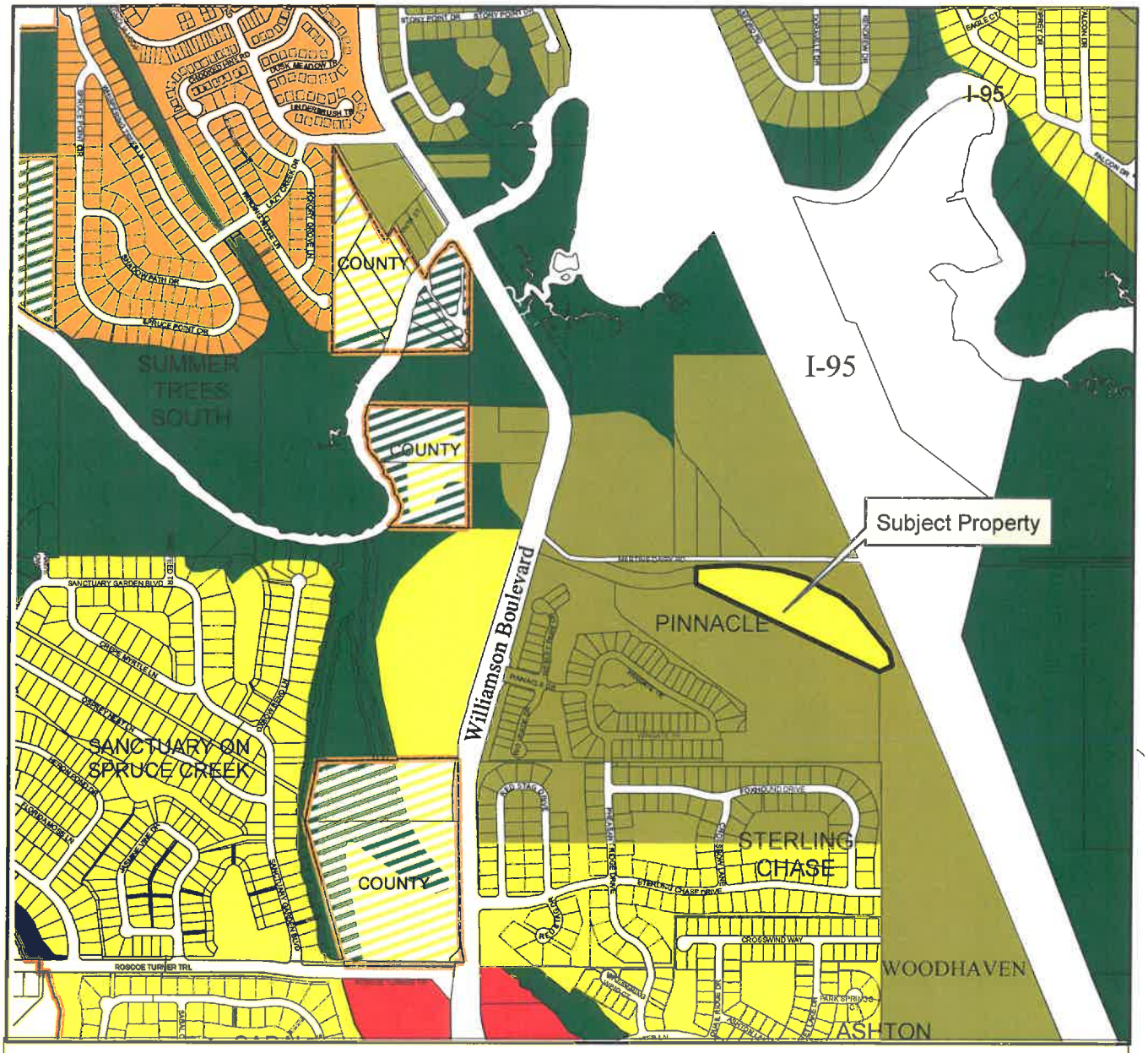
EXHIBIT A

LEGAL DESCRIPTION

ALL OF PINNACLE PHASE I, PLAT BOOK 51, PAGES 40–44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II MAP BOOK 44, PAGES 120–122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE 1 AND THE EASTERLY RIGHT OF WAY LING OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET. A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N76°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET: THENCE N89°55'35"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'12"E, 579.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 65.762 ACRES, MORE OR LESS.

Exhibit "B"



- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

CITY OF PORT ORANGE 1867 FLORIDA

Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use Amendment/Pinnacle PUD
CASE NO. 16-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre).
LOCATION:	West of I-95, Pinnacle Phase I
APPLICANT:	Randy Hudak, P.E., Zev Cohen & Associates, Inc.
OWNER:	Pinnacle II, LLC
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION RECOMMENDATION:	Approval
CITY COUNCIL DATE:	September 20, 2016

INTRODUCTION

The proposed amendment is to change the Future Land Use (FLU) designation from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre) for ±9.5-acres (amendment area) of the overall 65.7-acre Pinnacle Planned Unit Development (PUD) property. The ±9.5-acre amendment area is generally located east of Williamson Boulevard and west of I-95, behind Phase I of the constructed Pinnacle Subdivision. The remaining 56.2-acres are not included in the proposed FLU amendment and would retain the current *Rural Transition* FLU designation.

Figure 1. Location Map

If the proposed FLU Amendment is approved, the applicant intends to amend the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Agreement (CDP) to increase the single-family residential unit cap for the PUD from 139 to 150. The applicant than intends to revise the subdivision layout for Phase II to add 14 additional lots to Phase II.

DISCUSSION

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

PROPERTY OVERVIEW

The subject property was part of the once proposed Martin Road right-of-way. A portion of the Martin Road right-of-way was vacated by the City Council in June 2016. The Applicant intends to integrate the vacated right-of-way into the Pinnacle PUD in order to improve the layout and design of Phase 2 of the PUD.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Single-Family Residential; vacant timber land	Rural Transitional	Agriculture; Planned Unit Development (PUD)
South	Vacant – Phase 2 of Pinnacle PUD and Woodhaven PUD (future single-family)	Rural Transitional	Planned Unit Development (PUD)
East	Vacant – Woodhaven PUD; I-95	Rural Transitional	Planned Unit Development (PUD)
West	Single-family Residential – Phase 1 of Pinnacle PUD	Rural Transitional	Planned Unit Development (PUD)

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current zoning classification of the subject property (PUD) and the adjacent properties is identified on Exhibit B.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre). The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and the maximum allowable density/intensity (Table 3).

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

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Rural Transition (0-2 units/acre)	9.5	0	-9.5
Suburban Residential (2-4 units/acre)	0	9.5	+9.5
Total Acreage	9.5	9.5	0

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

	Current FLU	Proposed FLU	Net Change in FLU
	[theoretical max dwelling units (DU)]*		
Rural Transition (0-2 units/acre)	19	0	19
Suburban Residential (2-4 units/acre)	0	38	38
Total	19	38	+19

***Based upon the theoretical maximum development potential allowed by the FLU. The Applicant is actually proposing a 14 residential unit increase per the First Amendment to the Pinnacle PUD.

INFRASTRUCTURE IMPACT ASSESSMENT

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

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future land Use	Net Change
Residential Units	19	38	+19
Population[1]	42	85	+43
P.M. Peak Hour Trips/Daily Trips[2]	19/181	39/362	+20/+181
Sanitary Sewer (gallons/day)[3]	3,040	6,080	+3,040
Potable Water (gallons/day)[4]	3,420	6,840	+3,420
Solid Waste (lbs./day)[5]	135	273	+138
Stormwater Drainage[6]	-	-	-
Recreation/Open Space[7]	0.3	0.6	+0.6

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trip per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The amendment results in some increase to impacts to public infrastructure based on the theoretical maximum density increase of 19 units.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Suburban Residential* FLU designation could generate an additional 20 P.M. peak hour trips and an additional 181 daily trips. Similar to other developments within the City, the developer may be required to summit a traffic study at the time subdivision plat and plans are submitted to fully assess the impacts of the proposed single-family subdivision on the surrounding roadway network and to identify any improvements that may be needed.

According to the latest traffic counts for Williamson Boulevard, there is capacity on this roadway for traffic estimated to be generated by future development of this property.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Williamson Blvd. (Taylor Rd. to Spruce Creek Bridge)	E	37,970	20,550	17,420	54.12%
Williamson Blvd. (Spruce Creek Bridge to Airport Rd.)	E	37,970	17,430	20,540	45.90%

Source: Volusia County 2015 Traffic Counts

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU). Using this standard, the proposed FLU designation would theoretically generate a net increase 3,040 gallons of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 180 gallons per day per ERU. Using this standard, the proposed FLU designation would theoretically demand a net increase of 3,420 gallons of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day. Using this standard, the proposed FLU designation would theoretically generate a net increase of 138 pounds per day of solid waste.

STORMWATER DRAINAGE

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

RECREATION AND OPEN SPACE

According to the City's 2015 Concurrency Management Report, the City has an excess of 73 acres of parkland beyond the currently adopted level-of-service requirement for parkland. There is available capacity at existing park facilities to serve the additional proposed single-family homes.

SCHOOLS

The Volusia County School District determined that the adopted LOS will be met and capacity exists in the schools for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit D).

ENVIRONMENTAL CONDITIONS

There are 11.7 acres of wetlands preserved through recorded St. Johns Water Management District Conservation Easements within the Pinnacle PUD. The environmental analysis included with the application states that the once planned construction of Martin Road would have created more wetland impacts than the currently proposed development plans. The analysis also states that most likely endangered species occurrence would be gopher tortoises. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

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

   Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Suburban Residential* FLU designation of being located in an area between collector and arterial roads and generally located within one mile of a neighborhood or community-level commercial node. All public facilities have adequate capacity to accommodate the proposed amendment.

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

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property (a part of the second phase of the Pinnacle PUD) is located between principal arterial roads (Williamson Boulevard and I-95) and is adjacent to the first phase of the Pinnacle PUD to the west, the proposed Woodhaven PUD to the south, and a single-family home and vacant land to the north (see Table 1 – page 2).

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

   Staff finding: The proposed amendment is anticipated to increase impacts on roadways, potable water, sanitary sewer, solid waste, recreation, and public school facilities; however, capacity exists for the projected increases.

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

   Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

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

   Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, a part of the next phase of an existing residential subdivision, with access to existing infrastructure.

PUBLIC INPUT:

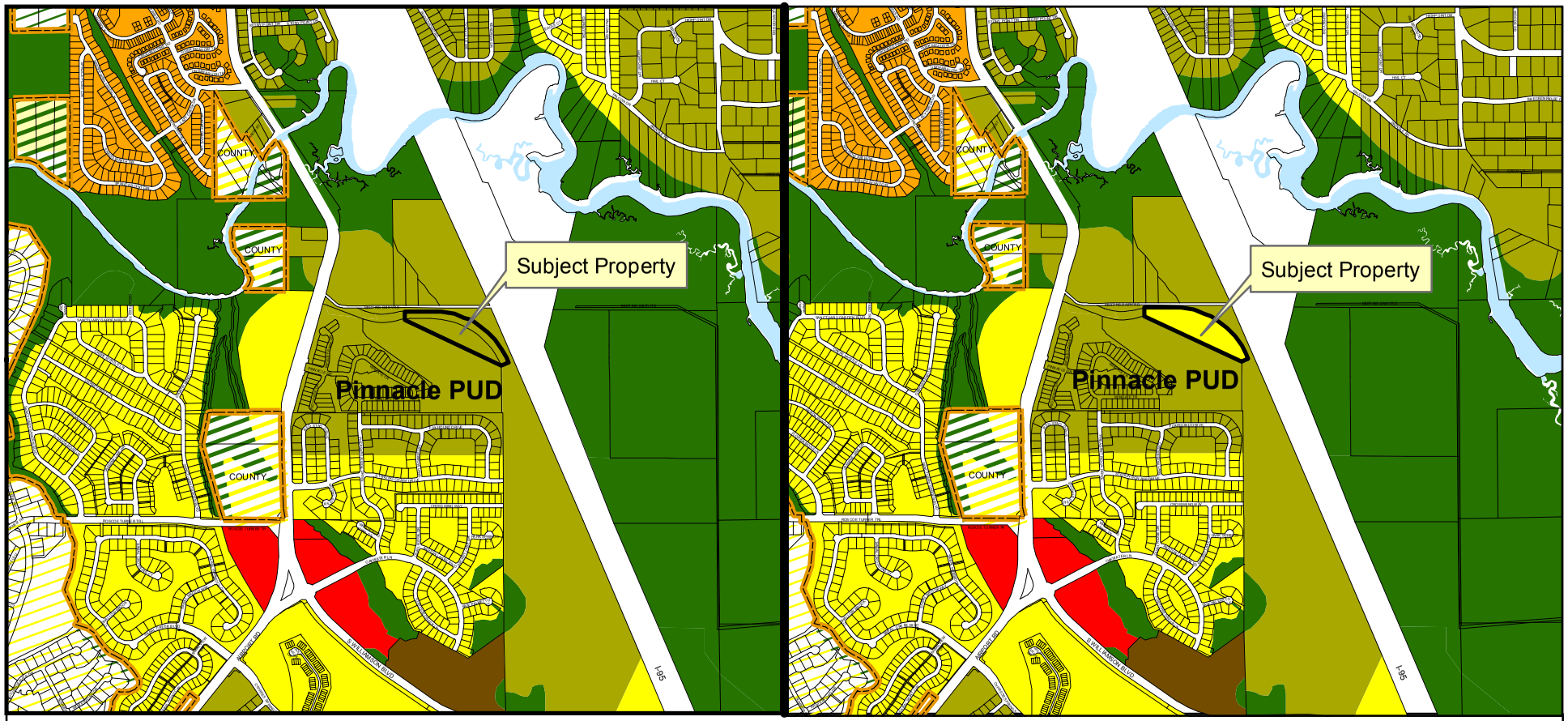
In July 2016, staff notified the adjacent neighborhood HOA (Pinnacle PUD) regarding the proposed amendment and posted the property notifying the public of the proposed amendment.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre), and authorizing staff to send the amendment to the required review agencies.

ATTACHMENTS:

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – SJRWMD Potable Water Availability Worksheet
Exhibit D – School District Review Letter



Current Future Land Use | **Proposed Future Land Use**

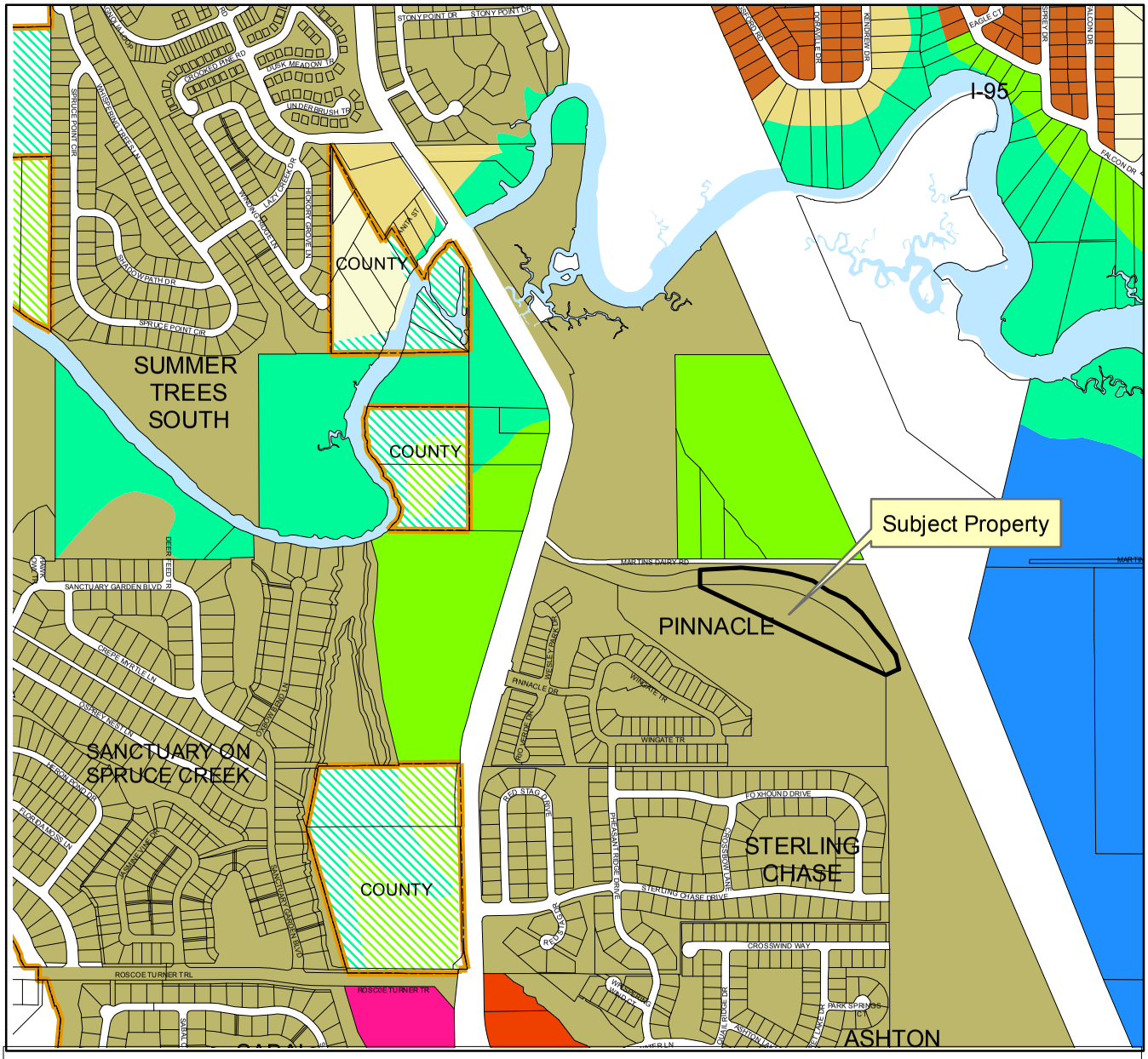
- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

Exhibit A

Current and Proposed Future Land Use

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S



Zoning Classification

- Water Feature
- GPU Government/Public Use
- F-C Flood Plain-Conservation
- A Agriculture
- RR Rural Residential
- R-20SF Single Family Residential
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- PUD Planned Unit Development
- PCD Planned Commercial Development
- CC Community Commercial
- Volusia County A-1
- Volusia County A-2
- Volusia County RC

CITY OF PORT ORANGE 1867 FLORIDA

Exhibit B - Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

St. Johns River Water Management District
Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: August 2016 Case No. 16-20000001

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments

Reserved capacity: 0.013 MGD (Based on a estimated 77 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.11 MGD - based on 39,509 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	8.50
B. Consumption in the previous calendar year:	5.94
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	0.18
D. Projected consumption by proposed comprehensive plan amendment areas	0
E. Amount available for all other future uses (A – B – C – D = E):	2.38

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at ***http://www.sjrwmd.com/programs/outreach/local_gov/***

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

School Board of Volusia County

Mrs. Linda Costello, Chairman
Mrs. Ida White, Vice-Chairman
Mrs. Linda Cuthbert
Dr. John Hill
Mrs. Melody Johnson

James T. Russell
Superintendent of Schools

27 July, 2016

Agent:
Randy Hudak
Zev Cohen & Associates, Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL 32174

RE: Amendment to the Pinnacle PUD- Phase 2
School Concurrency Case #16- 07-14-001-R

Dear Mr. Hudak:
School district staff has reviewed the amended project information for the proposed Single family residential project known as The Pinnacle Phase 2. The project was expanded to a ±33.47 acre site which is located on Williamson Boulevard within the City of Port Orange, near the corner of Williamson Boulevard and Pinnacle Drive. The information provided in the application, the most recent site plan, and the dwelling unit worksheet, indicate the development of 78 single family homes to be completed in one phase.

By utilizing the School District's student generation rate (.305) for a detached single family home at seventy eight (78) units, the project could generate twenty four (24) full time students. The table below contains the impacted school concurrency areas (CSA) and their associated capacity information. This increase in students will not increase the school capacity beyond current adopted LOS percentages.

Schools	Adopted LOS	SY15/16 Enrollment	Reserved Capacity	% of Permanent Capacity	Students Generated by Request	Effect on LOS
Cypress Creek Elementary	115%	783	64	112%	10	114%
Creekside Middle School	115%	1206	37	110%	6	110%
Halifax High School CSA	120%	7450	182	100%	7	100%
Other					1	

The Pinnacle Phase 2
27 July, 2016

Currently all impacted concurrency service areas are operating at or below the adopted level of service standards for that reason, the school district does not have an objection to the proposed site plan.

At a minimum advance planning considerations should include both pedestrian and vehicular access, safety, connectivity and buffering. The site plan indicates sidewalks connecting Pinnacle phase 2 to Pinnacle phase 1 providing for a direct route for pedestrian and bicycle access to Cypress Creek Elementary, thus aiding in the bicycle/ pedestrian connectivity of the site to the surrounding area.

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

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

Sincerely,

E. A. Kozielski
27 July 2016

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File

Exhibit D

Certificate of School Concurrency

Volusia County School Board

Project Information	
Project Name	The Pinnacle phase 2
VCSB Project #	16-07-14-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6329-00-00-0100
Project Location:	6100 block of Williamson Boulevard
# of residential units:	64
Residential Unit Type:	Single Family detached
Property Owners:	JPSP Investments, LLC
Applicant/Agent Name:	Zev Cohen & Associates, Inc.

School Concurrency Analysis

Schools:	Elementary	Middle	High	Other	Total Capacity Reserved
Students Generated	**10**	**6**	**7**	1	**24**

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

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

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

Eric K. Kozielski

Eric Kozielski
Planning and GIS Specialist

27 July 2016
Issue Date

Created: 9/2007
Owner: Facilities Services

2008-072-VCS
Print Locally

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-21, approving the First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

SUMMARY: PLANNING COMMISION ACTION: August 25, 2016, recommended approval

The Pinnacle PUD is located on the east side of Williamson Boulevard across from Cypress Creek Elementary School, west of I-95, and north of the Sterling Chase subdivision. The Applicant is requesting to modify the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to expand the boundary of the Pinnacle Subdivision, raise the maximum number of single-family homes for the entire PUD from 139 to 150 (which will increase the overall density for the subdivision from 2 to 2.28 units per acre), modify the stormwater retention area, and construct a stabilized emergency access roadway along the north boundary of the PUD. If approved, the applicant intends to develop Phase II of the Pinnacle PUD, which is proposed to include 78 single-family homes and associated subdivision improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-21	Ord. No. 2016-21.pdf
2.	Staff Report	CC_Staff Report_Pinnacle PUD MDA Amendment.pdf

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Robin Fenwick Created/Initiated - 10/21/2016

ORDINANCE NO. 2016-21

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

WHEREAS, the City and Developer desire to enter into the First Amendment to the Pinnacle Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "First Amendment"); and

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

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

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed First Amendment; and

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

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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

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

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

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

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

Exhibit "1"

RECEIVED
AUG 29 2016
CITY OF PORT ORANGE
Community Development

REVISED

Return Document to:

City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32119

FIRST AMENDMENT TO THE

THE PINNACLE PLANNED UNIT DEVELOPMENT

A RESIDENTIAL PUD

MASTER DEVELOPMENT AGREEMENT

This Agreement by and between Pinnacle II, LLC, a Florida limited liability company, having an address of 794 Sanders Road, Suite 1, Port Orange, Florida 32119, a Florida corporation (hereinafter the "Developer"); Pinnacle of Port Orange Homeowners Association, Inc., a Florida corporation, having an address of 933 Beville Road, Suite 103 L, South Daytona Beach, Florida 32119 (hereinafter the "HOA"); and the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, having an address of 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter the "City"), hereby amends the Pinnacle Planned Unit Development, a residential PUD Master Development Agreement (hereinafter "MDA"), recorded at Official Records Book 5088, Page 3609, Public Records of Volusia County, Florida.

WITNESSETH:

WHEREAS, The Developer and the City previously entered into a Development Agreement to accommodate the development of the Pinnacle PUD in accordance with the terms and conditions set forth therein; and

WHEREAS, there are amendments to the City's comprehensive plan that impact the road network and future land use designation for a portion of the Pinnacle PUD; and

WHEREAS, the amendments to the City's comprehensive plan impact the Pinnacle PUD so that there are increases to the total area of the Pinnacle PUD and the density for 9.5 acre portion of the project; and

WHEREAS, the City amended its Land Development Code so that the amendment process identified in the original Development Agreement is no longer applicable;

WHEREAS, the MDA and Conceptual Development Plan for the Pinnacle needs to be amended to incorporate the changes resulting from the Martin Road right-of-way vacation; and

WHEREAS, the parties desire to amend the Development Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the forgoing premises, the parties hereto do hereby each consent and agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 1, "OWNERSHIP," is hereby amended to read as follows:

   OWNERSHIP OF THE PROPERTY

   This Planned Unit Development, commonly known as "THE PINNACLE", involves approximately 65.7± acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of the Developer.

3. Paragraph 3, "DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN" is hereby amended to read as follows:

   Development of the Property shall be controlled by the terms and provisions of the original Master Development Agreement (the "Agreement"), this First Amendment to the Agreement and the revised Conceptual Development Plan, attached hereto as Exhibit "B", for the Property which generally depicts the revised planned layout of streets, lots, common areas and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, theAgreement, First

Amendment to the Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the amended Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the amended Master Development Agreement shall control. If the amended Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this amended Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. Paragraph 4D, "Number of Units/Density," is hereby amended to read as follows:

D. Number of Units/Density

The total number of residential units in the development shall not exceed one hundred and fifty (150) dwelling units or a gross project density of 2.28 dwelling units per acre.

5. Paragraph 4G, "Minimum Building Setbacks," is hereby amended to read as follows:

G. Minimum Building Setbacks

1. Single Family Detached Patio Homes

a.	Front	25 feet
b.	Rear	20 feet
	Rear (*adjoining wetland)*	45 feet (Lot 9-12, 19-36, 39-48, 79-95, 108-126, 137, 140-144)
c.	Side	7.5 feet
d.	Corner Side	20 feet

2. Pools and/or screen enclosures shall be permitted as follows:

a. Lots abutting wetlands (Lots 9-12, 19-36, 39-49, 79-95, 108-126, 140-144)

1. Enclosure	0 feet from upland buffer line
2. Pool	3 feet from upland buffer line

b. Lots abutting required yard of any other Lot (Lots 111-112)

1. Enclosure	5 feet from upland buffer line
2. Pool	8 feet from upland buffer line

c. All other lots:

1. Enclosure/Pool:	5 feet from rear lot lines

6. Paragraph 9, "SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER," is hereby amended to read as follows:

9. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

The City will supply water, sewer, and reclaimed water to the project. It is anticipated that the developer will extend water, sewer, and reclaimed water lines to serve

the PUD property in the development authorized herein. The City has the right to interrupt reclaimed service due to maintenance of the system and to ensure sufficient capacity and flow to all customers. Stormwater shall be retained as generally depicted on the Conceptual Development Plan. The Developer shall comply with the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

7. Paragraph 10, "ROADS, SIDEWALKS," is hereby amended to read as follows:

10. ROADS, SIDEWALKS

Roads and sidewalks within the Development shall be private and shall be constructed to City standards and maintained by the HOA. Access to the site shall be provided via a gated entry driveway "Pinnacle Boulevard", located in Phase 1 with access to Williamson Boulevard; and via a gated driveway in Phase II connecting the future "Martin Road" which will extend from Airport Road adjacent to the Northern boundary of the Property as shown on the Conceptual Development Plan. As part of Phase II or any sub-phase thereof, the Developer shall provide for an emergency access easement through the portion of that certain 100 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 5379, Page 15 of the Public Records of Volusia County, Florida, said portion having been vacated and abandoned by Resolution No. 16-33 as illustrated by the Conceptual Development Plan, in accordance with City standards. Access for the property owners north and adjacent to the existing 50 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 2437, Page 0141 of the Public Records of Volusia County shall be maintained before, during and after construction of each phase of the Pinnacle PUD subdivision. The Developer shall construct a roadway connection from that certain 100 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 5379, Page 15 of the Public Records of Volusia County, Florida to the existing 50 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as

recorded in Official Records Book 2437, Page 0141 of the Public Records of Volusia County, Florida, design of which shall be approved by the City. Developer shall install either a minimum four (4') foot wide sidewalk on both sides of the roadways within the development or an eight (8') foot wide sidewalk/bike path on one side of the roadway. The roads, sidewalks and other improvements located in the easements and drives shall be maintained by the HOA. Developer shall install a single, eight (8') foot wide bikepath within the right-of-way of Williamson Blvd. where the PUD Property abuts Williamson Blvd. , as part of Phase I. All roads, bike paths and sidewalks will be built to City standards. The Developer will be responsible for providing improvements to Williamson Blvd. as needed to meet concurrency requirements.

8. Paragraph 16, "EXPIRATION," is hereby amended to read as follows:

16. EXPIRATION

Development of the second phase of the Pinnacle PUD shall commence within two (2) years from the date of execution of this Agreement and completed within ten (10) years from the date of execution. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Development, Developer and the City. Development shall be defined by the LDC.

9. Paragraph 18, 'AMENDMENTS," is hereby amended to read as follows:

18. AMENDMENTS

Amendments to this Agreement and Conceptual Development Plan shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange Land Development Code and shall not be effective unless in writing and signed on behalf of the City and all record title property owners of the for which the amendment is to be applied.

10. This First Amendment shall be effective upon recording in the public records of Volusia County, Florida.

11. All the provisions of the Original MDA shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Original MDA shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals as of the respective dates set forth herein below.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

_____
Name:_____

By:_____
Allen Green, Mayor

_____
Name:_____

Date: _____

_____
Name:_____

Attest:_____
Robin L. Fenwick, CMC, City Clerk

_____
Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Allen Green, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

Witness 1 Signature

Ken Carter
Print Name of Witness 1

Witness 2 Signature

Nichole Riley
Print Name of Witness 2

Pinnacle II, LLC,
a Florida limited liability company

By: _____
James Paytas, Managing Member

Date: 8-26-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of 8, 2016, by James Paytas Jr, as manager of Pinnacle II, LLC, a Florida limited liability company, on behalf of the company. Who has acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the Pinnacle II, LLC. He is personally known to me or has produced _____ as identification and did not take an oath.

LISA G. WHITE
Commission # FF 975331
Expires July 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

Pinnacle of Port Orange
Home Owners' Association, Inc.,
a Florida corporation

Witness 1 Signature

By: _____
By: James Paytas, President

Ken Carter
Print Name of Witness 1

Date: 8-26-16

Witness 2 Signature

Nichole Riley
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of 8, 2016, by James Paytas Sr, as Manager of Pinnacle of Port Orange Home Owners' Association, Inc., a Florida corporation, on behalf of the corporation. Who acknowledged that he is ~~duly authorized to~~ execute the foregoing agreement on behalf of the the Pinnacle II, LLC. He is ~~personally known~~ to me or has produced _____ as identification and did ~~not take~~ an oath.

LISA G. WHITE
Commission # FF 975331
Expires July 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

EXHIBIT A

LEGAL DESCRIPTION

ALL OF PINNACLE PHASE I, PLAT BOOK 51, PAGES 40–44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II MAP BOOK 44, PAGES 120–122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE 1 AND THE EASTERLY RIGHT OF WAY LING OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET. A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N76°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET: THENCE N89°55'35"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'12"E, 579.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 65.762 ACRES, MORE OR LESS.

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

INTENTIONALLY LEFT BLANK

THE PINNACLE
C.D.P.

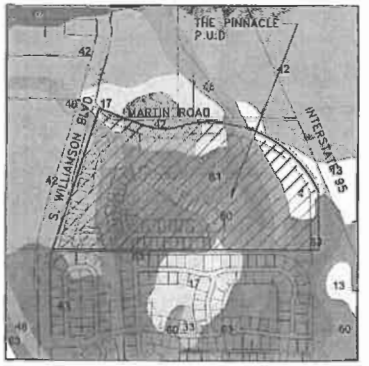
A PLANNED RESIDENTIAL COMMUNITY

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

VICINITY MAP
SCALE: 1"=2000'

ZONING LEGEND
A AGRICULTURE
PUD PLANNED UNIT DEVELOPMENT

SCALE : 1" = 1000'

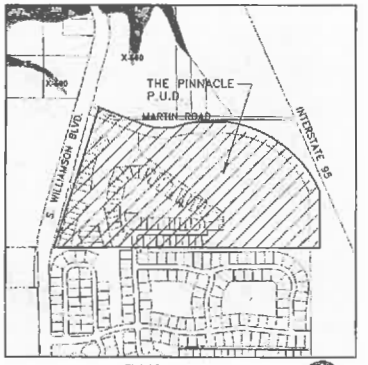


SOILS MAP
SCALE: 1"=500'

LEGEND

KEY	SOIL NAME	HYDROLOGIC GROUP
6	ASTATULA FINE SAND	A
33	CASSIA FINE SAND	B/C
17	DAYTONA SAND	B
42	PAOLA FINE SAND	A
46	PLACID FINE SAND	A/D
60	SANTILLA FINE SAND	A/D
63	TAVARES FINE SAND	A

SCALE : 1" = 500'



FLOOD ZONE MAP
SCALE: 1"=600'

LEGEND
FLOOD ZONE AE
(BASE FLOOD ELEVATIONS DETERMINED)

FLOOD ZONE X
(AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN)

SCALE : 1" = 500'

RECEIVED
AUG 29 2016
CITY OF PORT ORANGE
Community Development

REVISED

LEGAL DESCRIPTION:

ALL OF PINNACLE PHASE I, MAP BOOK 51, PAGES 40-44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II PLAT BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°58'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN PLAT BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'39", AND A CHORD BEARING OF N14°13'30"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°23'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39", THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N78°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 188.19 FEET; THENCE N69°55'25"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET, THENCE S24°33'28"E, 34.54 FEET; THENCE S88°36'33"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'13"E, 579.06 FEET TO THE POINT OF BEGINNING CONTAINING 65.762 ACRES, MORE OR LESS.

GENERAL NOTES

1.) TOTAL AREA OF THE PINNACLE P.U.D. IS 65.7 ACRES.

2.) NO PRINCIPAL BUILDING SHALL BE LOCATED CLOSER THAN TWENTY-FIVE (25) FEET TO THE BOUNDARY OF THE P.U.D.

3.) THE TOTAL NUMBER OF UNITS WITHIN THIS P.U.D. IS 150 UNITS. DENSITY = 2.28 UNITS/ACRE

4.) MINIMUM LOT SIZE:
SINGLE FAMILY DETACHED = 5000 S.F.

5.) AVERAGE LOT SIZE:
SINGLE FAMILY DETACHED = 55' X 120' (6,600 S.F.)

6.) MAXIMUM BUILDING HEIGHT IS 35 FEET

7.) FLOOD ZONE: THE SITE IS CURRENTLY CLASSIFIED BY FEMA AS "FLOOD ZONE X" (AREA OUTSIDE OF 500 YEAR FLOODPLAIN) PANEL # 12013 0509 H (MAP REVISED FEBRUARY 19, 2014)

8.) COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE THE MODIFICATION OF THIS CONCEPTUAL DEVELOPMENT PLAN.

9.) ZONING: PLANNED UNIT DEVELOPMENT (PUD)

10.) OPEN SPACE AREA = 41.72 AC. (63%)
(CONSISTING OF COMMON OPEN SPACE (13.61 AC.), LOT OPEN SPACE (8.26 AC.), ROW GREEN AREA (4.15 AC.), AND OTHER OPEN SPACE (15.7)

1.) WETLAND IMPACTS ARE TO BE MITIGATED BY COMBINATION OF ON-SITE WETLAND CONSERVATION, ON-SITE UPLAND CONSERVATION

2.) TAX PARCEL NUMBER: 6329-00-00-0040 (PART)

3.) COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

DEVELOPMENT TEAM

1.) DEVELOPER/OWNER: PINNACLE II, LLC
3006 S. PENINSULA DR.
DAYTONA BEACH SHORES, FL 32118
(386) 756-0439
(386) 761-8658 (FAX)
CONTACT: JIM PAYTAS

2.) ENGINEER/ ENVIRONMENTAL/ LANDSCAPE ARCHITECT: ZEV COHEN & ASSOCIATES, INC
300 INTERCHANGE BLVD
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY HUDAK, P.E.
DANNY YOUNG

3.) SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 S. NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
CONTACT: JOE ZAPERT, PLS

4.) GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
SOUTH DAYTONA, FL 32119
911 BEVILLE ROAD
(386) 756-1105
CONTACT: BRIAN POHL, P.E.

SHEET INDEX:

1. COVER SHEET
2. C.D.P. OPEN SPACE EXHIBIT
3. C.D.P. CONCEPTUAL DEV. PLAN

REVISED PER CITY COMMENTS DATED 08/26/16
REVISED PER CITY COMMENTS DATED 06/28/16

THE PINNACLE
C.D.P.
COVER SHEET

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC
300 Interchange Blvd. Ste. C
Ormond Beach, Florida 32174
(386) 677-2482 FAX 677-2505
ENGINEERS - PLANNERS - LANDSCAPE ARCHITECTS
EB 1010 LC 26
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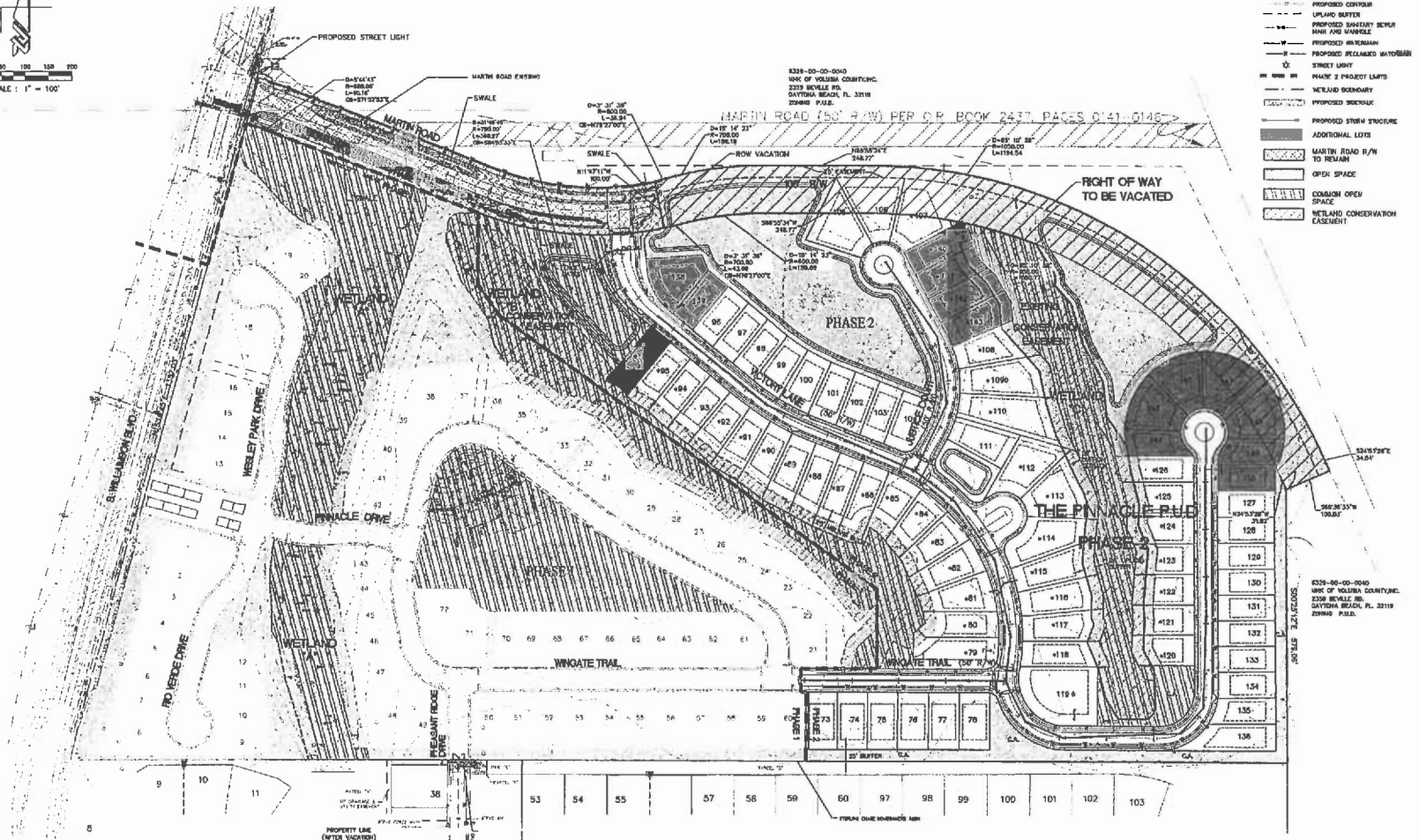
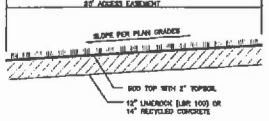
PROJECT NO. 0109.01	DATE PREPARED 5.18.15		DRAWING
DESIGNED BY RWH	DRAFTED BY RL	CHECKED BY RWH	15-2
SCALE AS NOTED	SHEET 01 OF 03		FILE LOCATION





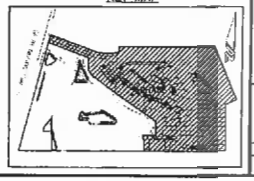
STABILIZED EMERGENCY ACCESS SECTION
N.T.S.

OPEN SPACE DATA TABLE

USE	AREA
REQUIRED OPEN SPACE (60%)	26.42 ACRES
PROVIDED OPEN SPACE (63%)	41.72 ACRES
REQUIRED COMMON OPEN SPACE (30%)	13.21 ACRES
PROVIDED COMMON OPEN SPACE (20%)	13.61 ACRES

*NOTE: OPEN SPACE HAS BEEN COORDINATED WITH WETLANDS (SEE SHEET C3)

KEY MAP



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ORMOND BEACH
801 W. GRANDSTAND BLVD., STE. C
ORMOND BEACH, FL. 32174
(386) 677-0343 FAX (386) 677-2988

ST. AUGUSTINE
4377 N. ROUTE 1, STE. 204
ST. AUGUSTINE, FL. 32086
(904) 797-1818 FAX (904) 677-0866

EDGEWATER
1000 S. RIDGEWOOD AVE.
EDGEWATER, FL. 32132
(386) 677-0343 FAX (386) 677-2988

NO.	DATE	REVISIONS	BY
1	07/15/05	PER CITY REVIEW COMMENTS, DATED 07/11/05	CJ
2	07/26/05	PER CITY REVIEW COMMENTS, DATED 7/22/05	CJ
3	07/29/05	PER CITY REVIEW COMMENTS, DATED 7/27/05	CJ
4	08/12/05	PER CITY REVIEW COMMENTS, DATED 8/10/05	CJ
5	10/17/05	PER CITY REVIEW COMMENTS, DATED 10/13/05	CJ
6	10/24/05	PER CITY REVIEW COMMENTS, DATED 10/21/05	CJ
7	10/27/05	PER CITY REVIEW COMMENTS, DATED 10/21/05	CJ
8	10/31/05	PER CITY REVIEW COMMENTS, DATED 10/21/05	CJ

THE PINNACLE

C.D.P. OPEN SPACE

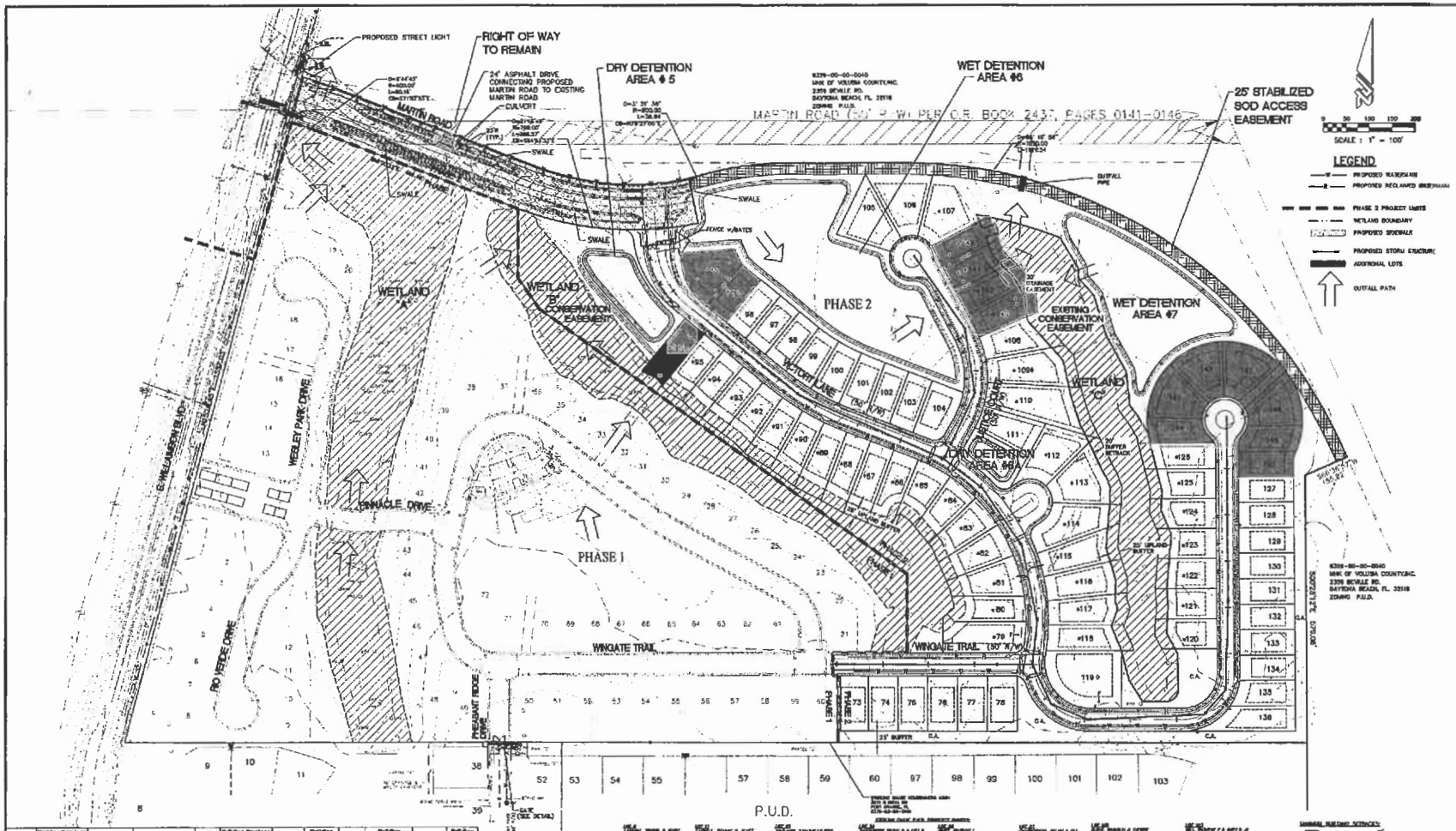
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC-01151
ISSUE DATE: 06-16-2005
DESIGNED BY: RMH
DRAFTED BY: TAL
CHECKED BY: RMH
DRAWING FILE: 01151PHCCDP.DWG
XREF FILE: 01151BASE.DWG, 01151XREF.DWG

NOT VALID WITHOUT SEAL
REPORT IN PLACE, FILE NO. 06542

SCALE: 1"=100'

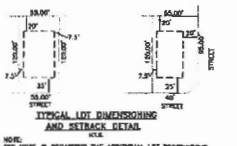
SHEET: C2 OF 3



Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)	Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)	Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)
73	3,750	7,800	48%	98	3,750	7,185	49%	138	3,750	9,334	40%
74	3,750	7,800	48%	100	3,110	7,473	48%	139	8,210	20,034	44%
75	3,750	7,800	48%	101	3,380	7,140	47%	177	3,373	7,713	43%
76	3,750	7,800	48%	102	3,000	6,600	45%	178	3,000	9,000	33%
77	3,750	7,800	48%	103	3,000	6,600	45%	179	3,000	8,600	35%
78	3,750	7,800	48%	104	3,984	6,498	61%	130	3,000	6,600	45%
79	4,854	11,128	41%	105	3,770	10,723	52%	131	3,000	6,600	45%
80	3,454	8,815	39%	106	7,348	13,462	54%	132	3,000	6,600	45%
81	4,373	8,750	45%	107	5,988	14,723	41%	133	3,000	6,600	45%
82	3,211	7,400	43%	108	3,813	10,438	36%	134	3,000	8,800	45%
83	3,374	6,424	41%	109	6,640	14,078	47%	135	3,273	7,000	46%
84	3,057	8,142	38%	110	8,446	17,336	49%	136	4,564	9,787	46%
85	3,882	8,487	34%	111	4,339	8,854	49%	137	2,886	7,868	36%
86	3,102	9,261	33%	112	5,874	11,398	52%	138	4,382	10,997	41%
87	3,600	8,173	42%	113	6,354	13,438	47%	139	3,000	6,600	45%
88	3,840	8,877	41%	114	6,241	13,111	48%	140	2,720	7,658	35%
89	3,723	8,246	45%	115	5,641	11,434	49%	141	2,883	7,544	35%
90	3,407	8,846	38%	116	5,070	11,253	45%	142	3,177	8,348	38%
91	3,248	8,811	36%	117	4,615	10,842	42%	143	3,523	9,082	39%
92	3,248	8,256	37%	118	4,150	9,179	45%	144	3,386	8,668	41%
93	2,951	7,848	37%	119	10,175	18,828	54%	145	5,181	8,588	52%
94	2,840	7,952	37%	120	3,950	9,128	33%	146	5,182	8,571	32%
95	3,601	7,984	38%	121	3,340	8,402	38%	147	3,545	10,494	33%
96	3,000	6,600	45%	122	2,835	8,511	30%	148	5,328	8,630	53%
97	3,000	6,600	45%	123	2,753	8,195	34%	149	3,263	7,000	46%
98	3,081	6,781	45%	124	3,443	8,120	38%	150	3,043	6,685	45%

SETBACK NOTES:

1. REAR YARD POOL AND ENCLOSURE SETBACKS ARE AS FOLLOWS:
   - LOTS 73-78, 88-90, 104-106, 127-139: SWIMMING POOLS AND SCREENED POOL ENCLOSURES - 7' FROM REAR PROPERTY LINE; SCREENED POOL ENCLOSURES - 5' FROM SIDE PROPERTY LINE; - 17' FROM UPLAND BUFFER
   - SWIMMING POOL - 7' FROM UPLAND BUFFER
   - LOTS 166-183, 119: SCREENED POOL ENCLOSURE - 5' FROM REAR PROPERTY LINE; SWIMMING POOL - 5' FROM SIDE/REAR PROPERTY LINES.
2. SIDE YARD ACCESSORY STRUCTURES SHALL BE STAGGERED (OFFSET) BETWEEN TWO ADJACENT LOTS A MINIMUM OF 10' SEPARATED PARALLEL WITH THE COMMON LOT LINE.
3. A 40' POOL REAR YARD SETBACK IS REQUIRED FOR LOTS ADJACENT TO PARCEL THIS SETBACK IS COMPRISED OF A 20' UPLAND BUFFER PLUS A 20' SETBACK FROM THE UPLAND BUFFER. APPLICABLE LOTS ARE INDICATED WITH AN ASTERISK (*).



TYPICAL LOT DIMENSIONING AND SETBACK DETAIL

NOTE:
SEE NOTE #1 REGARDING THE ADDITIONAL LOT RESTRICTIONS ON LOTS 11 AND 120

NOTES:

1. THE MAXIMUM BUILDING COVERAGE PER LOT IS NOT TO EXCEED 60% OF THE TOTAL LOT AREA. THE BUILDER WHO DESIGNS THE BUILDING SIZE IS TO ENSURE THAT THIS LOT COVERAGE DOES NOT EXCEED 60% (*).
2. CORNER LOTS ARE REQUIRED TO BE 10% WIDER THAN THE MINIMUM WIDTH FOR NON-CORNER LOTS. EACH BUILDING SHALL BE POSITIONED SO THAT THE "FRONT" MAINTAINS THE ABOVE MENTIONED STANDARD.
3. C.A. (COMMON AREA) AS REFERENCED IN LDM SECTION 14.
4. CLS-DE-SACS TO BE CONSTRUCTED TO SAME STANDARDS AS PHASE 1, WHICH HAS BEEN PREVIOUSLY APPROVED BY THE CITY AND CONSTRUCTED.
5. PINNACLE PUD PHASES 2 HAS AN EXISTING STORMWATER PERMIT, NO. 40-137-89089-4, DATED AUGUST 3, 2015; COMPLIANCE TO ALL CONDITIONS MUST BE MET.
6. EMERGENCY ACCESS ROAD MUST BE A MINIMUM 20FEET WIDE FOR FIRE TRUCK AND MINIMUM 13.5 FEET VERTICAL CLEARANCE PER NFPA 1, CHAPTER 18 SECTION 18.2.3.4.1.1 AND 18.2.3.4.1.3.
7. EASEMENTS SHALL BE PROVIDED OVER ALL RETENTION AREAS AND PIPES AS REQUIRED BY THE PORT ORANGE LDC.

SWIMMING POOL SETBACKS

FRONT	20'
REAR	7'
SIDE	10'
LOTS ADJACENT TO PARCEL	20'
SIDE CORNER	15'
MINIMUM BUILDING SEPARATION	10'
MINIMUM OPEN SPACE	350 SF OR 1/4

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ORMOND BEACH
ST. AUGUSTINE
SIDEWALKS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

THE PINNACLE
C.D.P.
CONCEPTUAL DEV. PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 70.01161
ISSUE DATE: 06-19-2006
DESIGNED BY: RAH
DRAFTED BY: TRL
CHECKED BY: RAH
DRAWING FILE: 3480PINCDP.DWG
SHEET C3 OF 3

SCALE: 1"=100'

SHEET C3 OF 3

STAFF REPORT
First Amendment to the Pinnacle PUD Master Devlopment Agreement and Conceptual Development Plan
CASE NO. 16-40000004

REQUEST:	To approve the First Amendment to the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANT:	Randy Hudak, P.E., Zev Cohen & Associates, Inc.
PROPERTY OWNER:	Pinnacle II, LLC
LOCATION:	East of Williamson Blvd., West of I-95 (see Figure 1)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	**Approval**
PLANNING COMMISSION RECOMMENDATION:	**Approval**
CITY COUNCIL DATE:	September 20, 2016

INTRODUCTION

The applicant proposes to modify the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to expand the boundary of the Pinnacle Subdivision, add 14 lots for single-family homes, modify the stormwater retention area, and construct a stabilized emergency access roadway along the north boundary of the PUD. If approved, the applicant intends to develop Phase II of the Pinnacle PUD, which consists of 78 single-family homes and associated subdivision improvements.

The Pinnacle PUD is located on the east side of Williamson Boulevard across from Cypress Creek Elementary School, west of I-95, and north of the Sterling Chase subdivision (Figure 1 - Location Map).

Figure 1. Location Map

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of ±9.5 acres of the overall 65.7-acre PUD property from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre). The proposed amendment to the MDA and CDP is consistent with the type of land use and intensity allowed by the City of Port Orange FLU designations proposed for the property.

General infrastructure capacity for the proposed FLU amendment of the ±9.5 acres was evaluated with the FLU amendment (Case No. 16-20000001). A detailed review of water, sewer, reclaimed water, stormwater, and traffic for Phase II of the Pinnacle PUD (the PUD amendment area) was evaluated in 2008 with the original Phase II subdivision plat and plans, again in 2009, 2012, and 2014 with the Development Order extensions for the plat and plans, and in 2015 with the Development Order Modification for the plat and plans. It will also be re-evaluated when the updated subdivision plat and plans for Pinnacle Phase II are submitted.

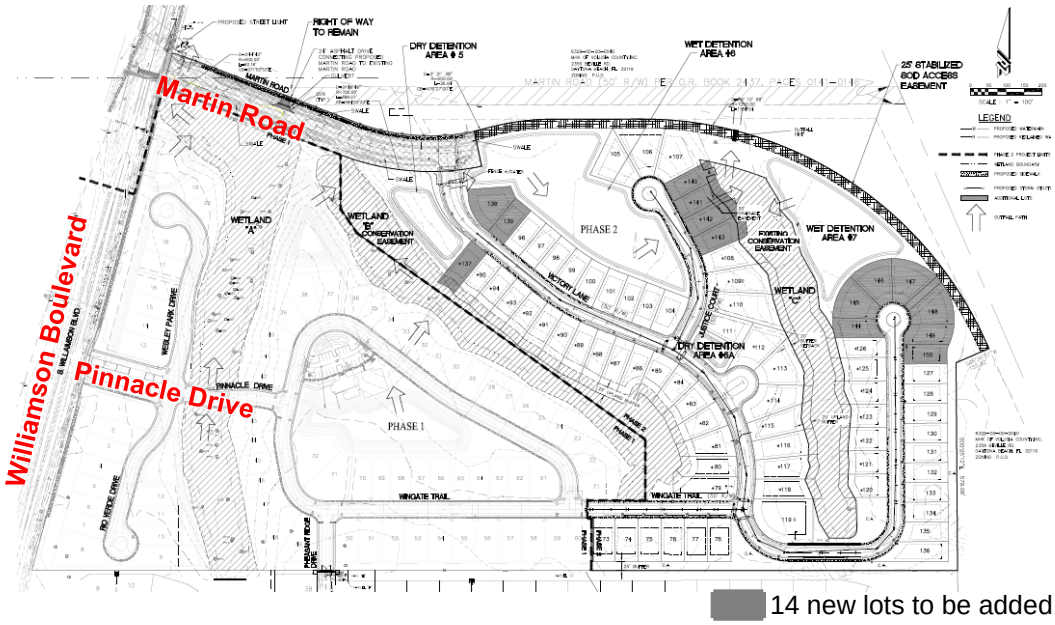
DEVELOPMENT PROPOSAL

If approved, the First Amendment to the Pinnacle PUD MDA and CDP will provide the regulatory framework for the development of Phase II of the Pinnacle PUD. The MDA is being amended to expand the boundary of the Pinnacle Subdivision and raise the maximum number of single-family homes for the entire PUD from 139 to 150. If the amendment is approved, the overall density for the subdivision will increase from 2 to 2.28 units per acre. The following discussion will focus on the significant aspects of the MDA and CDP.

General Layout

The Conceptual Development Plan (CDP) for this amendment shows the general lot layout for Phase II (Figure 2 and Exhibit B of the MDA). The proposed changes include 14 additional single-family home lots, modification of the stormwater retention areas, and construction of a stabilized emergency access roadway along the north boundary of the PUD. The general lot layout and subdivision improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA.

Figure 2. Pinnacle PUD CDP



Roadway, Sidewalk, and Access

Roads and sidewalks within the Development will be private, constructed to City standards, and maintained by the HOA. Access to the site will be provided from Williamson Boulevard via the gated entry driveway at Pinnacle Boulevard (Phase I); and via a gated driveway in Phase II from Martin Road. As part of Phase II, the Developer is required to construct a ±860' portion of Martin Road, as shown on the CDP, to provide a second access point for the subdivision. Access to the properties to the north via Martin Road is also required. The Developer will also provide for a stabilized emergency access easement through the vacated portion of the Martin Road right-of-way, in accordance with City standards.

Traffic

An increase in the number of vehicular trips is anticipated as a result of the proposed changes to the development of this property (addition of 14 lots). Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional ±14 p.m. peak hour trips and an additional ±133 daily trips. According to the latest traffic counts for Williamson Boulevard, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The subdivision plat and plans submittal for this property will be required to comply with the concurrency management requirements in the City's LDC.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Williamson Blvd. (Taylor Rd. to Spruce Creek Bridge)	E	37,970	20,550	17,420	54.12%
Williamson Blvd. (Spruce Creek Bridge to Airport Rd.)	E	37,970	17,430	20,540	45.90%

Source: Volusia County 2015 Traffic Counts

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the tree preservation, landscaping and wetland protection requirements of the LDC. This includes the preservation of 15% of the square-footage of the overall PUD for the protection of existing trees, individual lot landscape requirements, and perimeter buffers. There are three wetland areas that are protected by existing conservation easements, as depicted on the CDP. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made along Wingate Trail in Phase I and from Martin Road.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. As a result, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development of Phase II of the PUD will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that the adopted Level-of-Service (LOS) will be met and capacity exists in the schools for the estimated students to be generated by the proposed PUD amendment.

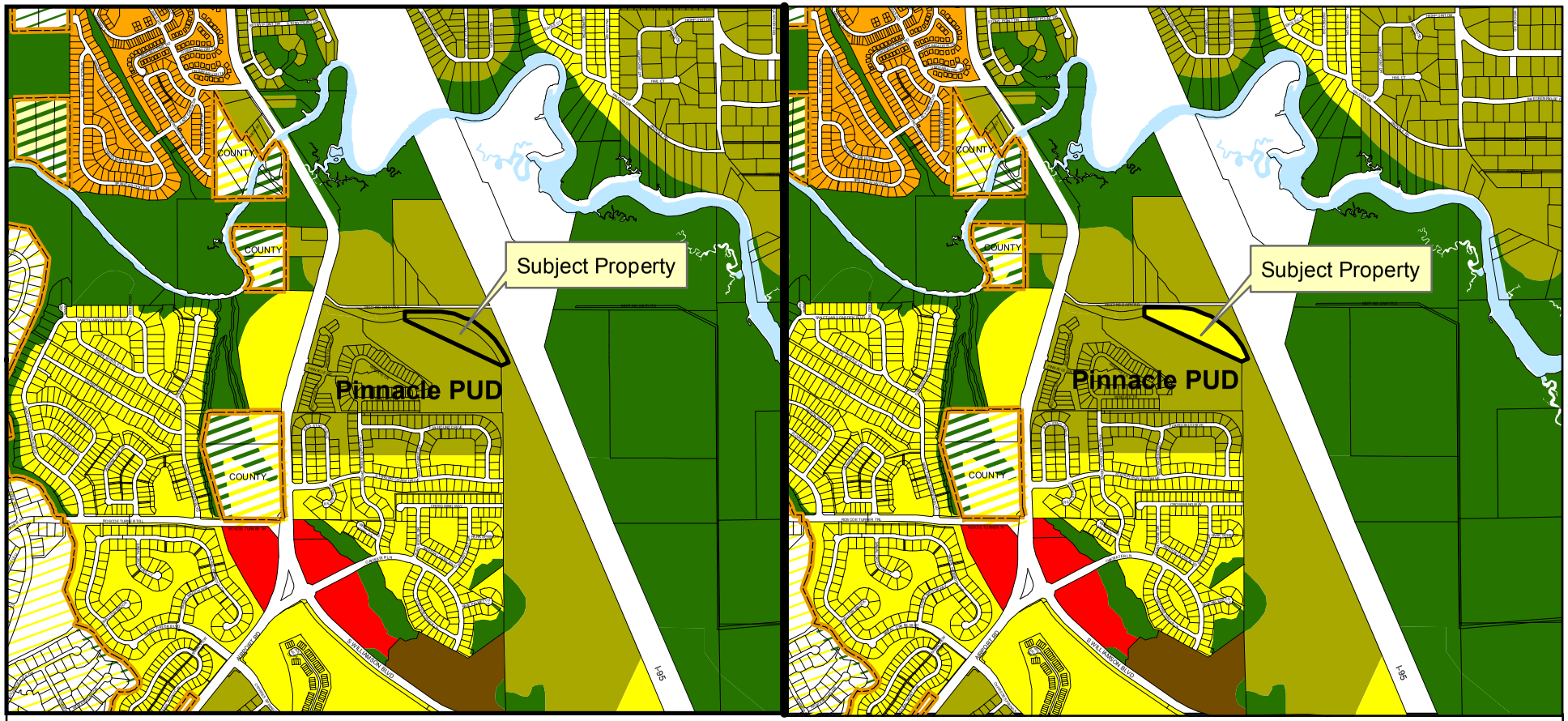
RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Pinnacle PUD Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 16-20000001); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – First Amendment to the Pinnacle PUD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)



Current Future Land Use | **Proposed Future Land Use**

- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

Exhibit A

Current and Proposed Future Land Use

DEPARTMENT OF COMMUNITY DEVELOPMENT

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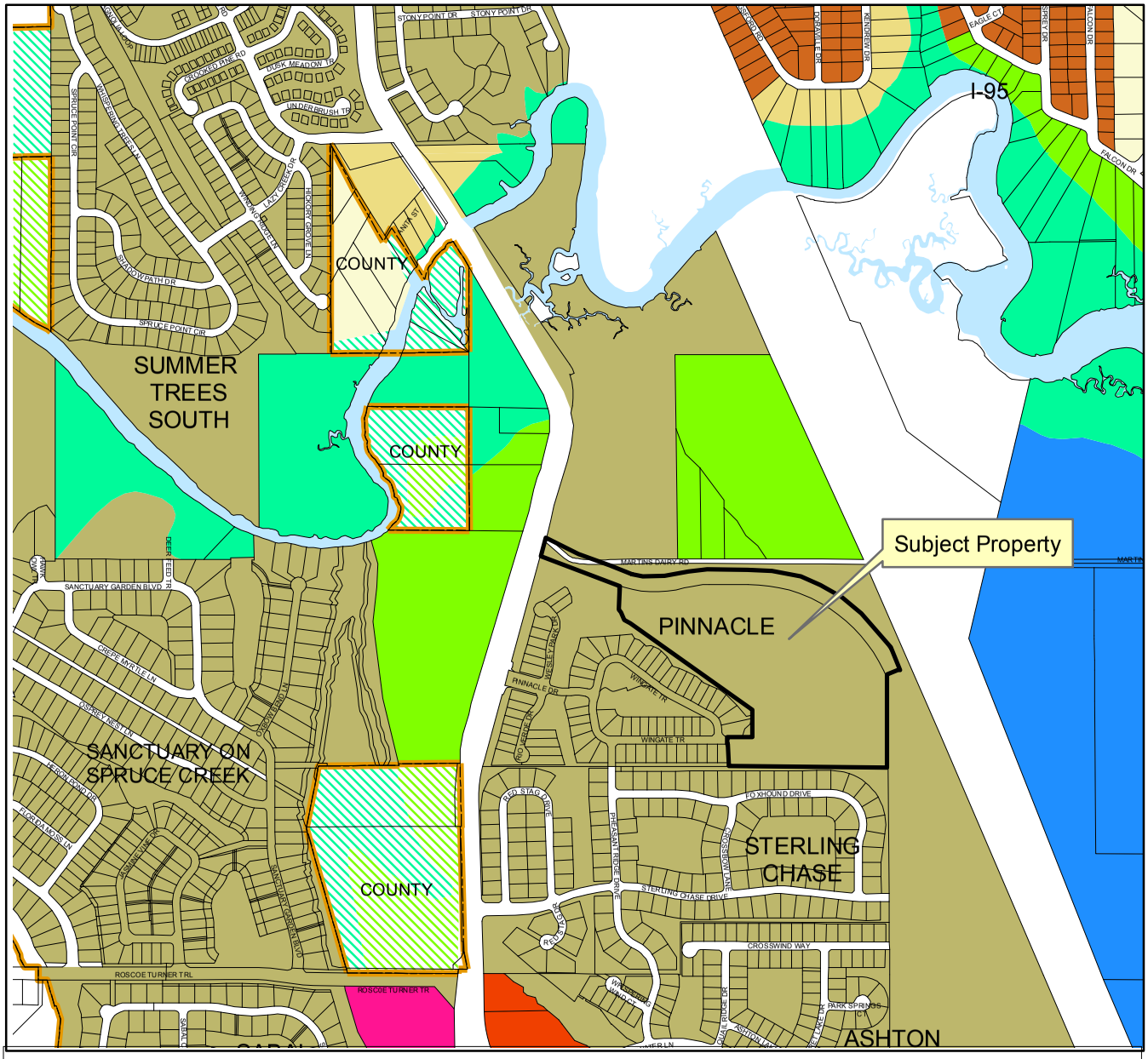


Zoning Classification

- Water Feature
- GPU Government/Public Use
- F-C Flood Plain-Conservation
- A Agriculture
- RR Rural Residential
- R-20SF Single Family Residential
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- PUD Planned Unit Development
- PCD Planned Commercial Development
- CC Community Commercial
- Volusia County A-1
- Volusia County A-2
- Volusia County RC

Exhibit B - Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-24 – Cracker Creek PUD Small-Scale Comprehensive Plan Amendment, Case No. 16-20000002

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-24, to change the Future Land Use (FLU) designation for ±7.5 acres from Public/Institutional to Office/Residential Transition.

SUMMARY: PLANNING COMMISION ACTION: October 27, 2016, recommended denial
The subject property (Parcel A) is ±9.7-acres and is part of the ±56-acre Cracker Creek PUD. The proposed amendment is to change the Future Land Use (FLU) designation from Public/Institutional to Office/Residential Transition for ±7.5-acres (amendment area) of the ±9.7-acre "Parcel A" property. The ±7.5-acre amendment area is generally located on the south side of Taylor Road, north of the entrance to Cracker Creek. The remaining ±2.2-acres are not included in the proposed FLU amendment and would retain the current Conservation FLU designation.

If the proposed FLU Amendment is approved, the applicant intends to amend the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework to develop an Assisted Living Facility (ALF) and Memory Care Facility on "Parcel A". The proposed development of an ALF and Memory Care Facility is consistent with the proposed Office/Residential Transition Future Land Use designation which allows for the development of office and institutional uses. Public facilities required to be analyzed with the proposed FLU amendment (roads, sewer, water, drainage, parks, schools) have been analyzed and have adequate capacity to accommodate the proposed amendment.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-24	Ord. No. 2016-24.pdf
2.	Staff Report	CC Staff Report_Cracker Creek FLU Amendment.pdf

Penelope Cruz	Created/Initiated - 10/28/2016
Wayne Clark	Approved - 10/28/2016
Margaret Roberts	Approved - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

ORDINANCE NO. 2016-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM PUBLIC/INSTITUTIONAL TO OFFICE/RESIDENTIAL TRANSITION (±7.5 ACRES); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Public/Institutional to Office/Residential Transition for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

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

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

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

_____
MAYOR ALLEN GREEN

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

RECEIVED
9-28-16
CITY OF PORT ORANGE
Community Development

REVISED

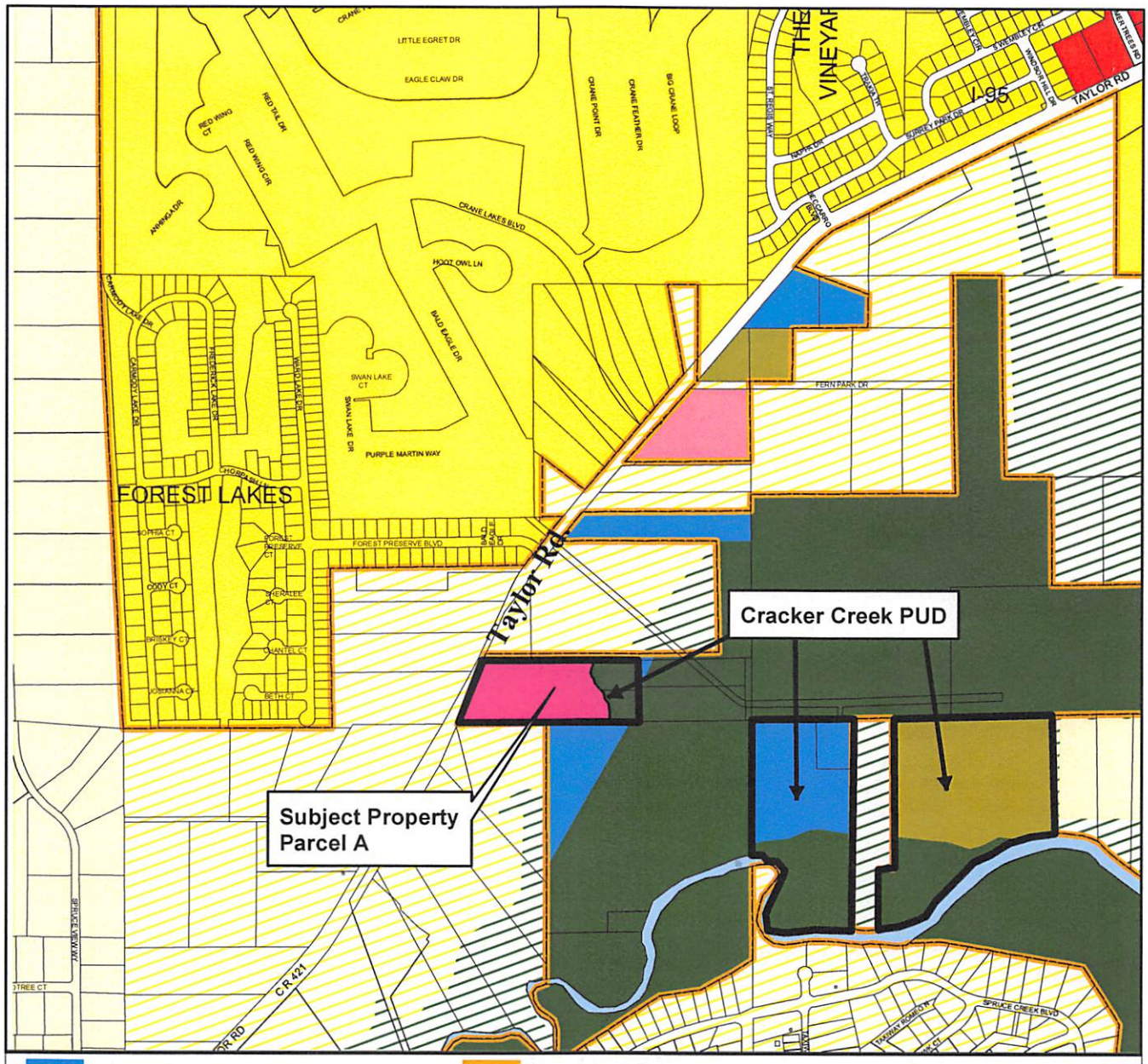
DESCRIPTION:

(OFFICIAL RECORD BOOK 1867, PAGE 1756)
THAT PORTION OF SECTION 30. TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF LINE WHICH IS PARALLEL TO AND 660 FEET EAST OF THE WESTERLY LINE OF SAID SECTION 30, AND SOUTHERLY OF A LINE WHICH IS PARALLEL TO AND 1320 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, AND BOUNDED ON THE SOUTH BY SPRUCE CREEK.

TOGETHER WITH: (OFFICIAL RECORD BOOK 1965, PAGE 0905)
THE WEST 1/2 OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT RIGHT OF WAY EASEMENT TO FLORIDA GAS TRANSMISSION COMPANY 30 FEET IN WIDTH TRAVERSING THE ABOVE DESCRIBED PROPERTY EXCEPT THE NORTH 10 FEET THEREOF.

TOGETHER WITH: LOT 7 AND LOT 8, RESUBDIVISION OF LIVINGSTON HOMESTEAD SPRUCE CREEK DISTRICT, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AS PER MAP IN MAP BOOK 10, PAGE 240 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B



- Public/Institutional
- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial
- VC ENVIRONMENTAL SYSTEMS CORRIDOR
- VC RURAL
- VC URBAN LOW DENSITY

CITY OF PORT ORANGE 1867 FLORIDA

Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT

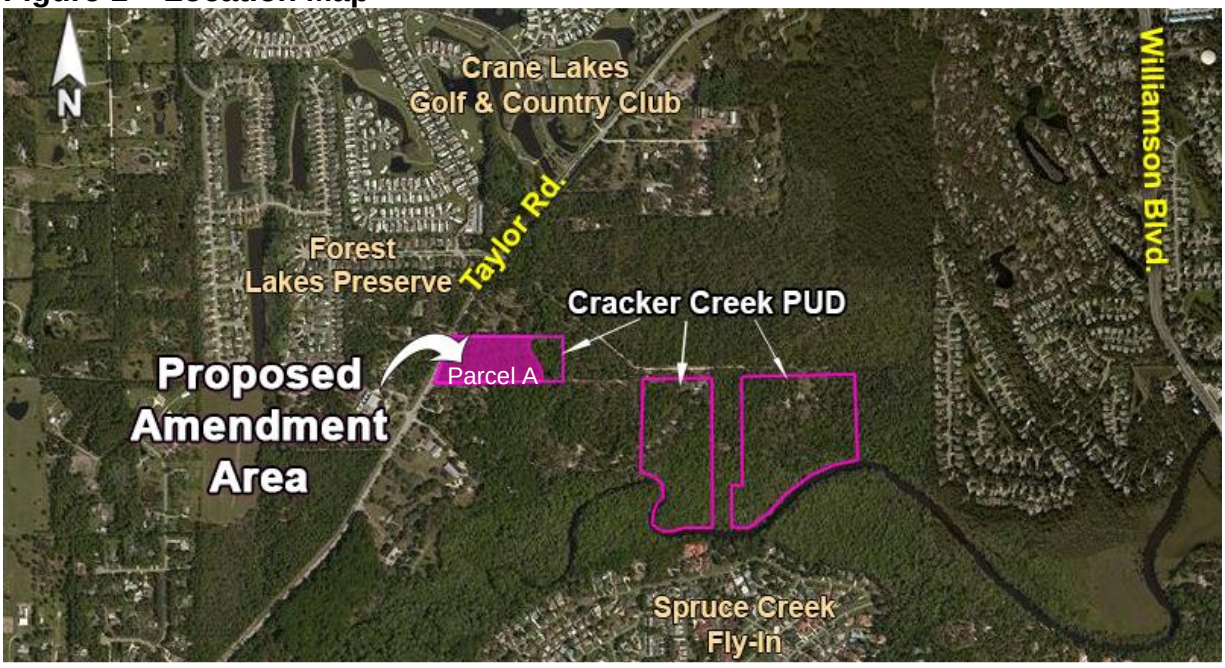
Small-Scale Comprehensive Plan Future Land Use Amendment/Cracker Creek
CASE NO. 16-20000002

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ±7.5 acres from *Public/Institutional* to *Office/Residential Transition*.
LOCATION:	1815 Taylor Rd. (Figure 1 - Location Map)
APPLICANT:	Antares of Port Orange, LLC
OWNER:	Robert and Jill Williams
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
PLANNING COMMISSION RECOMMENDATION:	Denial
CITY COUNCIL DATE:	November 15, 2016

INTRODUCTION

The subject property (Parcel A) is ±9.7-acres and is part of the ±56-acre Cracker Creek PUD. The proposed amendment is to change the Future Land Use (FLU) designation from *Public/Institutional* to *Office/Residential Transition* for ±7.5-acres (amendment area) of the ±9.7-acre "Parcel A" property. The ±7.5-acre amendment area is generally located on the south side of Taylor Road, north of the entrance to Cracker Creek. The remaining ±2.2-acres are not included in the proposed FLU amendment and would retain the current *Conservation* FLU designation.

Figure 1 – Location Map



If the proposed FLU Amendment is approved, the applicant intends to amend the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework to develop an Assisted Living Facility (ALF) and Memory Care Facility on "Parcel A". The applicant then intends to submit a site plan to develop a ±112,095 square foot ALF and Memory Care Facility. The proposed development of an ALF and Memory Care Facility is consistent with the proposed *Office/Residential Transition* Future Land Use designation which allows for the development of office and institutional uses.

DISCUSSION

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

PROPERTY OVERVIEW

The subject property ("Parcel A") is currently undeveloped and part of the existing Cracker Creek PUD. The surrounding land use, Future Land Use, and Zoning are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current zoning classification of the subject property (PUD) and the adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant	Volusia County Urban Low Intensity	Volusia County A-2 (Rural Agriculture)
South	Single-family	Volusia County Urban Low Intensity	Volusia County A-2
East	Vacant	Conservation	PUD
West (across Taylor rd.)	Single-family	Volusia County Urban Low Intensity	Volusia County A-2

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±7.5 acres from *Public/Institutional* to *Office/Residential Transition*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable intensity (Table 3).

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

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Public/Institutional	7.5	0	- 7.5
Office/Residential Transition	0	7.5	+7.5
TOTAL ACREAGE	7.5	7.5	0

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

	Current FLU	Proposed FLU	Net Change in FLU	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
	[theoretical max sq.ft.*]				
Public/Institutional (FAR 0.2)	65,340	0	-65,340	0	-65,340
Office/Residential Transition (FAR 1.5)	0	490,050*	+490,050	+112,095	+112,095
TOTAL	65,340	490,050	+424,710	+112,095	+46,755

Notes: FAR is Floor Area Ratio, which is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

The proposed ALF and Memory Care Facility is a permitted use in the current and proposed FLU designation. The request to change the FLU designation from *Public/Institutional* to *Office/Residential Transition* is the Floor Area Ratio (FAR). The current FLU designation has a maximum FAR of 0.2 and would allow for a maximum of 65,340 sq.ft. to be developed on Parcel A. The requested FLU designation has a FAR of 1.5 and would allow for a theoretical maximum of up to 490,050 sq. ft. The actual ALF and Memory Care Facility is proposed to be approximately 112,095 sq.ft., which is 23% of the allowable FAR (or a ±0.35 FAR).

INFRASTRUCTURE IMPACT ASSESSMENT

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

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (Theoretical Max.)	Proposed Future Land Use (Theoretical Max.)	Net Change (Theoretical Max.)	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
Square-footage	65,340	490,050	+424,710	112,095	+46,755
P.M. Peak Hour Trips/Daily Trips[2]	66/497	495/3,724	+429/+3,227*	113/852	+47/+355*
Sanitary Sewer (gallons/day)[3]	6,534	49,005	+42,471	11,210	+4,676
Potable Water (gallons/day)[4]	6,534	49,005	+42,471	11,210	+4,676
Solid Waste (lbs./day)[5]	653	4,901	+4,247	1,121	+468
Stormwater Drainage[6]	-	addressed with site plan	-	addressed with site plan	-
Recreation/Open Space[7]	-	n/a	-	n/a	-

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 7.6 Daily Trips per 1,000 sq.ft; 1.01 P.M. Peak Hour Trips per 1,000 sq.ft., Nursing Home (620), ITE Trip Generation Manual, 9th Edition
   *The overall Cracker Creek PUD property has a trip limitation cap of 1,815 Average Daily Trips in the Comprehensive Plan.
3. Sanitary Sewer: 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 1/10 gallon per square foot per day of non-residential development
5. Solid Waste 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person); n/a for non-residential development

The proposed amendment results in increased impacts to public infrastructure based on theoretical maximum impact analysis.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Office/Residential Transition* FLU designation could generate an additional 429 P.M. peak hour trips and an additional 3,227 daily trips based on the theoretical maximum development analysis. However, based on the proposed development of Parcel A as an 112,095 sq.ft. ALF and Memory Care Facility, the proposed use is anticipated to generate 113 PM peak hours trips and 852 daily trips. In addition, there is a policy in the City's Comprehensive Plan that limits the 56-area Cracker Creek PUD properties to a daily trip cap limit of 1,815 daily trips. As site plans are submitted for development of the Cracker Creek PUD properties staff will track the daily trips associated with each development to verify compliance with the trip cap.

> *Transportation Mobility Element, Policy 3.2.4:* The City shall limit trips from Cracker Creek [parcel numbers 6330-00-00-0160; 6330-00-00-0180; 6330-00-00-0170; 6225-03-00-0070] to 1,815 Average Daily Trips, so as to not create a significant impact on the Volusia County thoroughfare network and State roadway facilities.

According to the latest traffic counts for Taylor Road, there is capacity on this roadway for traffic estimated to be generated by future development of this property as an ALF and Memory Care Facility.

Taylor Road Segments	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Tomoka Farms Rd. to Spruce Creek Blvd	E	17,050	8,910	8,140	52.26%
Spruce Creek Blvd. to Crane Lakes Blvd	E	17,050	11,440	5,610	67.10%
Crane Lakes Blvd. to Summertrees Rd.	E	17,050	15,370	1,680	90.15%
Summertrees Rd. to Williamson Blvd.	E	37,970	15,560	22,410	40.98%
Williamson Blvd. to I-95	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030). The Applicant has identified in the First Amendment to the Cracker Creek MDA that additional right-of-way to be dedicated to Volusia County for widening of Taylor Road. The additional right-of-way will be dedicated to Volusia County at the time Parcel A is developed.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would theoretically generate a net increase 6,534 gallons of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would theoretically demand a net increase of 6,534 gallons of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would theoretically generate a net increase of 4,247 pounds per day of solid waste.

STORMWATER DRAINAGE

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

RECREATION AND OPEN SPACE

There is no anticipated impact to the City's recreational facilities or parkland from the proposed FLU amendment. The development of this property with non-residential uses would not require additional parkland or recreation facilities. Nonetheless, according to the City's 2015 Concurrency Management Report, the City has an excess of 73 acres of parkland beyond the currently adopted level-of-service requirement.

SCHOOLS

The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review (Exhibit D).

ENVIRONMENTAL CONDITIONS

The amendment area is classified as upland habitat, specifically Sand Pine communities. The only identified potential development constraint would be the presence of the gopher tortoise along the southern property line of Parcel A. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

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

   Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Office/Residential Transition* FLU designation of being located along arterial roads, adjacent to commercial nodes, light industrial/heavy commercial areas, and residential areas, to provide for an appropriate mix of uses along arterial roadways as a means to keep intensive commercial uses at major intersections. All public facilities have adequate capacity to accommodate the proposed amendment.

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

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is located on a principal arterial roadway (Taylor Road) and is adjacent to single-family homes to the west (across Taylor Road) and south, vacant land proposed to be developed as a house of worship to the north, and vacant land designated *Conservation* to the east that is part of the Cracker Creek PUD (see Table 1 – page 2).

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

   Staff finding: The proposed amendment is anticipated to have no impact on recreation and public school facilities and increase impacts on roadways, potable water, sanitary sewer, and solid waste; however, capacity exists to serve the projected increases. In addition, there is a policy in the City's Comprehensive Plan that limits the overall 56-area Cracker Creek PUD properties to a daily vehicular trip cap limit of 1,815 daily trips. As site plans are submitted for development of the Cracker Creek PUD properties staff will track the daily vehicular trips associated with each development to verify compliance with the trip cap.

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

   Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

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

   Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, with access to existing infrastructure.

PUBLIC NOTICE

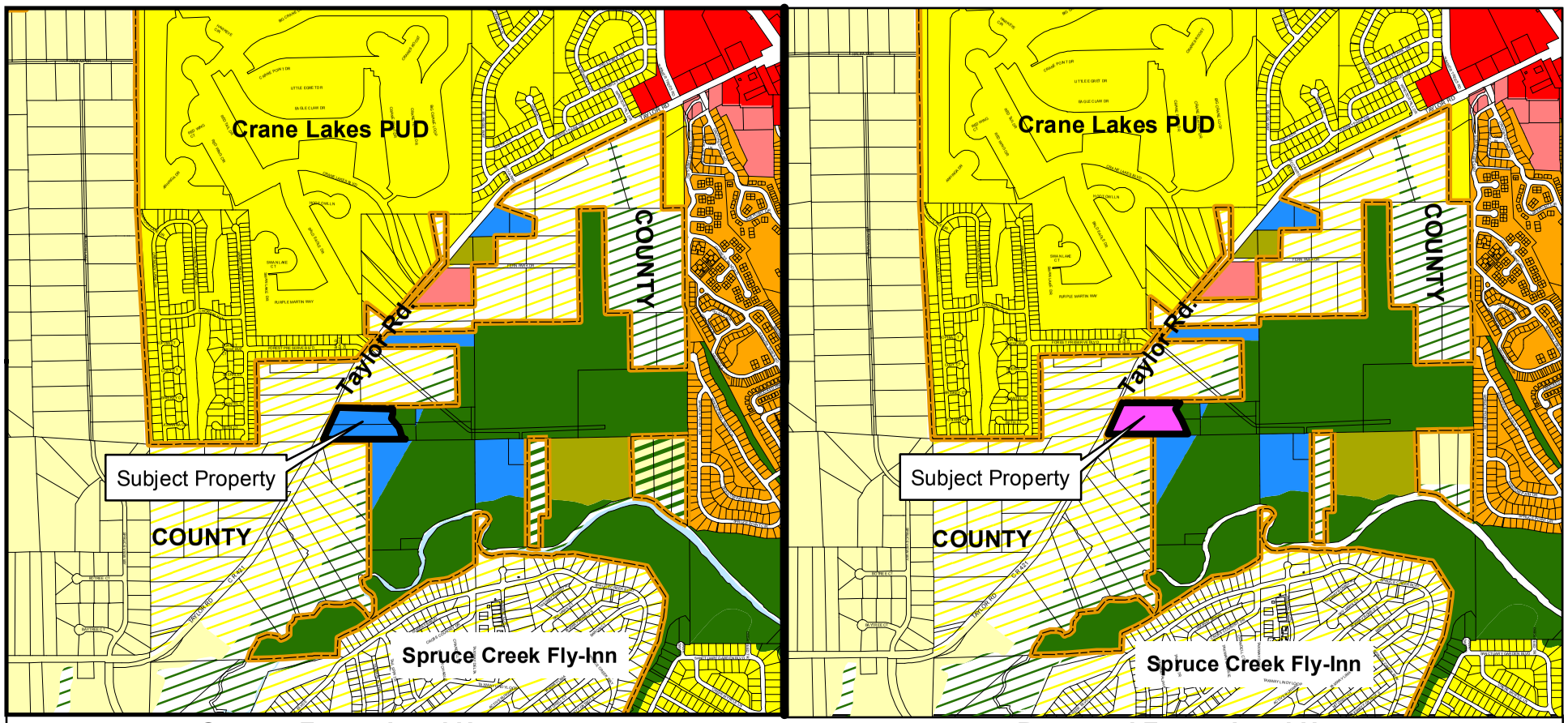
In September 2016, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *New-Journal* pursuant to Florida Statues.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±7.5 acres from *Public/Institutional to Office/Residential Transition*, and authorizing staff to send the amendment to the required review agencies.

ATTACHMENTS:

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – SJRWMD Potable Water Availability Worksheet
Exhibit D – School District Review Letter



Current Future Land Use

- Public/Institutional
- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial
- VC ENVIRONMENTAL SYSTEMS CORRIDOR

Proposed Future Land Use

- VC RURAL
- VC URBAN LOW DENSITY

EXHIBIT A

CASE NO. 16-20000002 and 16-40000005

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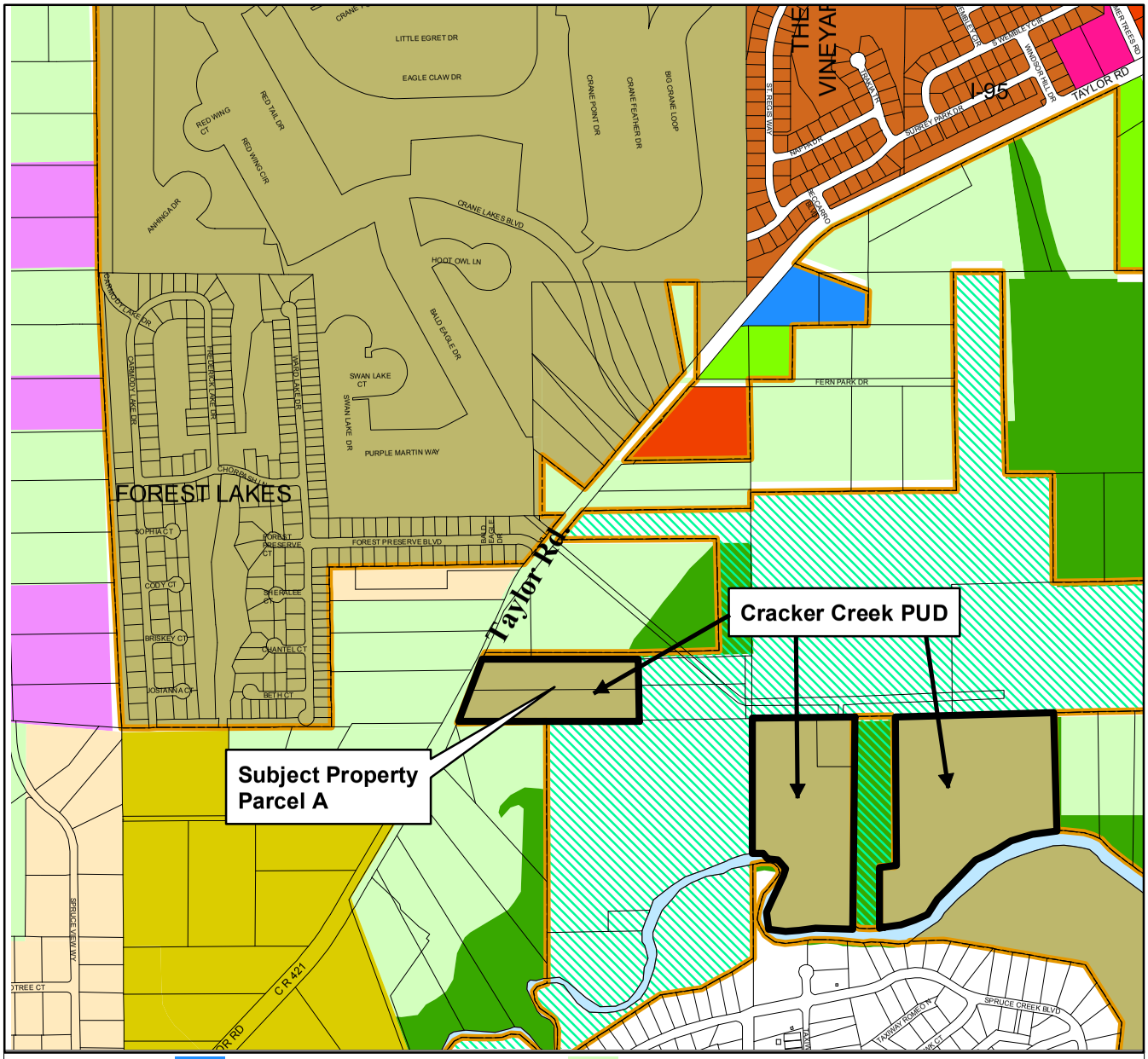
DEPARTMENT OF COMMUNITY DEVELOPMENT



GPU Government/Public Use	VC Agriculture
A Agriculture	VC Conservation & Forestry
R-8SF Single Family Residential	VC Resource Corridor
PUD Planned Unit Development	VC Rural Residential
PCD Planned Commercial Development	VC Rural Mobile Home
CC Community Commercial	VC Rural Planned Unit Development
Volusia County RC	

CITY OF PORT ORANGE 1867 FLORIDA

Exhibit B- Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

St. Johns River Water Management District
Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: September 2016 Case No. 16-20000002(Cracker Creek ALF and Memory Care Facility)
Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
Local government: City of Port Orange
Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
Total design capacity of the water treatment plant(s): 15 mgd
Are distribution lines available to serve the property? Yes ☒ No ☐
If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐
If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
Total CUP duration (years): 20
CUP allocation in last year of permit: 8.97 MGD (annual average)
Current status of CUP: In compliance ☒ Not in compliance ☐
Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments
Reserved capacity: 0.013 MGD (Based on a estimated 77 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.11 MGD - based on 39,509 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	8.50
B. Consumption in the previous calendar year:	5.94
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	0.18
D. Projected consumption by proposed comprehensive plan amendment areas	0
E. Amount available for all other future uses (A – B – C – D = E):	2.38

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at ***http://www.sjrwmd.com/programs/outreach/local_gov/***

Exhibit D

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

School Board of Volusia County

Mrs. Linda Costello, Chairman
Mrs. Ida White, Vice-Chairman
Mrs. Linda Cuthbert
Dr. John Hill
Mrs. Melody Johnson

James T. Russell
Superintendent of Schools

06 September, 2016

Mr. Dennis Devenport
4348 Southpointe Blvd., Suite 101
Jacksonville, FL 32216

RE: Cracker Creek ALF
School Concurrency Case #16-08-26-001-NI

Dear Mr. Devenport:

School district staff has reviewed the project information for a ±9.75 acre parcel located at 1815 Taylor Road in the City of Port Orange. The development proposed is for a 124 bed Assisted Living Facility and Memory Care facility. The FLU amendment requested for approximately 7.55 acres of the property would change the land use from Government/Public Use to Office/Resident Transition. An MDA Amendment will add the ALF use and amend the concept plan. This project will not require a school concurrency certificate. This letter serves to provide the appropriate jurisdiction and applicant with documentation that the project has been reviewed and evaluated by the school district and is considered a project of no impact for school concurrency purposes.

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

Sincerely,

Eric A. Kozielski
06SEP2016

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-25 – First Amendment to the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000005

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-25, approving the First Amendment to the Cracker Creek Master Development Agreement and Conceptual Development Plan.

SUMMARY: PLANNING COMMISION ACTION: October 27, 2016, recommended denial

The applicant proposes to modify the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. If approved, the applicant intends to develop the parcel located at 1815 Taylor Road (Parcel A) as an ALF and Memory Care Facility with associated site improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-25	Ord. No. 2016-25.pdf
2.	Staff Report	CC Staff Report_Cracker Creek PUD MDA CDP 1stAmendment.pdf

---

Penelope Cruz	Created/Initiated - 10/28/2016
Wayne Clark	Approved - 10/28/2016
Margaret Roberts	Approved - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

ORDINANCE NO. 2016-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CRACKER CREEK PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY 56 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF TAYLOR ROAD AND NORTH OF SPRUCE CREEK; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Cracker Creek Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "First Amendment"); and

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

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

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed First Amendment; and

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

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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

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

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

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

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

Exhibit "1"

RECEIVED
9-28-16
CITY OF PORT ORANGE
Community Development

REVISED

FIRST AMENDMENT TO THE
CRACKER CREEK PUD
MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Antares of Port Orange, LLC, a Florida Limited Liability Company Whose Address is 4348 Southpoint Blvd., Suite 101, Jacksonville, FL 32116, (the "Developer") and Robert L. Williams and Jill M. Williams and Jill M. Williams as Successor Trustee Under Instrument dated November 23, 1998, (collectively the "Owner") shall constitute the first amendment to the Cracker Creek PUD Master Development Agreement hereinafter referred to the First Amendment.

WHEREAS, the Owner developed certain real property (the "Property") located in Port Orange, Florida more particularly described in **Exhibit "A",** as a private enterprise known as Cracker Creek.

WHEREAS, The Owner and the City previously entered into a Master Development Agreement to accommodate the development of the Cracker Creek PUD recorded in Official Records Book 6201, Page 4612, the Public Records of Volusia County Florida which included the Property.

WHEREAS, the Owner recently entered into a purchase agreement with the Developer for the parcel of land located adjacent to Taylor Road herein after referred to as "Parcel A", more particularly described in **Exhibit "B".**

WHEREAS, there is an amendment to the City's Comprehensive Plan that change the Future Land Use designation for a portion of the Cracker Creek PUD. The amendments to the City's Comprehensive Plan impact the Cracker Creek PUD so that there are increases to the allowed uses and intensity for approximately 7.5-acre portion of "Parcel A" of the Cracker Creek PUD; and

WHEREAS, the Master Development Agreement and Conceptual Development Plan for the Cracker Creek PUD need to be amended to incorporate the changes resulting from the Future Land Use Amendment and the development of an Assisted Living Facility and Memory Care Facility; and

WHEREAS, The Cracker Creek PUD Master Development Agreement recorded in O.R. Book 6201, Page 4618, shall continue in full force and effect except with respect to those matters specifically amended by this First Amendment. With respect to those matters specifically amended, this First Amendment shall govern.

WHEREAS, the Owners desire to amend the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan subject to the terms and conditions set forth herein.

NOW THEREFORE, the City and the Owner hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Paragraph 3 of the original MDA, "DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN" is hereby amended to read as follows:

The City Council has reviewed the Cracker Creek PUD and determined that the uses proposed by the development are consistent with the City's Comprehensive Plan. Further, City has determined that all public infrastructure facilities and service have sufficient capacity to serve this development; or, those improvements necessary to bring facilities up to the adopted level of service will be in place or otherwise accommodated for concurrent with the impacts of this development.

Development of the Property shall be controlled by the terms and provisions of the original Master Development Agreement ("Original MDA"), the original Conceptual Development Plan ("Original CDP"), attached as Exhibit "B" to the Original MDA, this First Amendment to the Original MDA, and the Revised Conceptual Development Plan, prepared by Allen Engineering and dated September 21, 2016, referenced herein as Exhibit "C" and depicts the revised planned layout of "Parcel A" and the required force main extensions within the "Property". ("Revised CDP"). The Original CDP generally depicts the planned layout of streets, buildings and other planned features or improvements to the Property. Collectively, the Original MDA, the Original CDP, First Amendment to the Master Development Agreement and

the Revised Conceptual Development Plan for “Parcel A” may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the First Amendment and the graphic illustrations of the Revised Conceptual Development Plan (Exhibit “C”) for “Parcel A”, the First Amendment shall control. If the First Amendment is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this First Amendment, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of the Original MDA and any City ordinances not superseded by this First Amendment, the modifications shall be deemed "minor" and may be approved without formal amendment of this First Amendment. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

3. Paragraph 4A of the original MDA, “USE” is hereby amended to read as follows:

The Property shall be used for outdoor recreational and related commercial uses and single family residential uses. Specific uses may include conference centers/clubhouse, lodging (which can include bed and breakfasts, camping, recreational vehicle camping and bunkhouses), recreational uses, non-motorized boat launches, motorized boat tours, restaurants (including beer and wine sales and concession sales), outfitter shops, picnic facilities, recreational trails (for motorized and non-motorized vehicles and horse), domesticated animals and livestock with related facilities, and uses related and incidental to the above permitted uses that are approved by the Administrative official. In addition, the following uses are permitted on Parcel “A” only: Assisted Living Facility and Memory Care Facility that provides full time long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. This type of facility shall be licensed by the Florida Department of Health

and Rehabilitative Services and meet their criteria, pursuant to Florida Statue. Accessory uses to an Assisted Living Facility and Memory Care Facility shall include but not limited to restaurant, hair salon, bar that service alcohol and liquor, medical offices, outdoor amenities such as gazebos, patios, garden and outdoor activities area. All accessory uses are limited to residents and guest of residents.

4. Paragraph 4C of the original MDA, "DIMENSIONAL REQUIREMENTS" is hereby amended to read as follows:

   Building dimensions and configurations within the PUD are generally depicted on the Original CDP. The specific layout of trails and other recreational areas is approximate and flexibility in the layout and design of such areas shall be encouraged to preserve and emphasize the unique environmental features of the Property. Except as set forth herein, building sizes may vary from those depicted generally on the Original CDP.

   The dimensional requirements for "Parcel A" are as follows:

   a. Front Building Setback – 25 feet
   b. Rear Building Setback – 20 feet
   c. Side Building Setback – 20 feet
   d. Open Space – 30%
   e. Building Coverage – 30%
   f. Lot Width – 350 feet
   g. Lot Area – 9 acres

5. Paragraph 4D of the original MDA, "NUMBER OF UNITY/DENSITY" is hereby amended to read as follows:

   Density and intensity of the "Property" shall be limited to the underling Future Land Use designations and the total number of primitive campground spaces shall not exceed fifty (50) units. Bed and Breakfast and bunkhouse facilities shall provide for no more than twenty-five (25) units. Single family residential development shall be limited to a total of five (5) units. Recreation vehicle camping spaces shall be limited to twenty-five (25) spaces.

Density and intensity of "Parcel A" shall be limited to the underling Future Land Use designations

6. Paragraph 4E of the original MDA "MAXIMUM BUILDING HEIGHT" is hereby amended to read as follows:

The maximum building height requirement for the Property is 35 ft. except as otherwise stated herein. The maximum building height for "Parcel A" only is 59 feet.

7. Paragraph 4J of the original MDA, "PARKING," is hereby amended to read as follows:

Except as otherwise stated herein, required parking shall be provided in accordance with the LDC. Grass parking areas may be provided as depicted on the CDP. The parking requirements on "Parcel A" shall be provided in accordance with the LDC except for the following uses:

a. Assisted Living Facility is 1 space/4 beds and 1 space per employees on largest
b. Memory Care Facility is 1 space/10 beds and 1 space per employees on largest shift.

8. Paragraph 5 of the original MDA, "ARCHITECTURAL STANDARDS AND REVIEW" is hereby amended to read as follows:

a. The architectural appearance of the project shall be eclectic, but shall generally exhibit a "Florida Cracker" style. Architectural style elements shall be reviewed and approved by the City for compliance with the architectural standards in the LDC. A sample of the Florida Cracker" style is attached to the Original MDA as Exhibit "C."
b. Signage for the "Property" including "Parcel A" shall be in compliance with the LDC unless modified herein.
c. One (1) off-site monument sign shall be permitted on "Parcel A" for Cracker Creek. The off-site monument sign shall be in compliance with the LDC

9. Paragraph 8 of the original MDA, "SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER" is hereby amended to read as follows:

It is anticipated that the Developers will ultimately extend water and sewer lines to serve the PUD Property in the development authorized herein. Potable water lines already serve portions of the PUD Property and will be extended as the PUD is developed. Sanitary

sewer is currently private onsite septic systems.

a. Potable water, reclaimed water, and sewer lines for the "Property" including "Parcel A" shall be designed and built in compliance with all applicable City laws, ordinances, resolutions and regulations.
b. For "Parcel A", the public force main will need to be stubbed out to the western property line. The force main along the existing access road will be a public force main designed to City standards at the time of site plan submittal for" Parcel A".
c. The "Property" can continue to use septic systems but within (5) five years of the execution of the First Amendment a public sewer force main shall be installed to serve the "Property" and all structures on the "Property" shall connect to the public sewer within one (1) year of sewer becoming available.
d. Stormwater retention/detention facilities to service the "Property" including "Parcel A" shall be designed and built in conformance all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof.

10. Paragraph 9 of the original MDA, "ROADS, SIDEWALKS," is hereby amended to read as follows:

a. Roads, drives, and sidewalks within the Development shall be private, unless joint access is provided by separate agreement with the City. Existing access easement is recorded in the Volusia County Clerk of Court records at OR Book 4849, Page 975.
b. Construction of a 5' sidewalk along the Taylor Road frontage of "Parcel A" is not required with the development of "Parcel A"
c. The minimum distance between two-way access points on "Parcel A" is 350 feet. The minimum distance is measured between the centerlines of the two-way access points.
d. Dedication of land to Volusia County for the ultimate 120-foot right-of-way for Taylor Road shall be required prior to issuance of a site plan Development Order for "Parcel A". Land to be dedicated toward Taylor Road right-of-way is shown on the 1st Amendment CDP.

11. Paragraph 13 of the original MDA, "EXPIRATION," is hereby amended to read as follows:

Development of the Cracker Creek PUD shall commence within two (2) years from the effective date of this First Amendment as defined in paragraph 14 of the Original MDA. Failure to comply with the schedule set out above shall cause this Original MDA, as

amended herein, to lapse unless the schedule is modified by mutual agreement of the Developers and the City. Development shall be as defined by the LDC. Development shall be defined by the LDC.

12. All the provisions of the Original MDA shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Original Master Development Agreement shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

By: _____
Allen Green, Mayor

_____
Printed Name

_____

_____
Printed Name

_____

Attest_____
Robin L. Fenwick, CMC, City Clerk

_____
Printed Name

_____

_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

WITNESSES:

_____
Printed Name _____

_____
Printed Name _____

DEVELOPER:
Antares of Port Orange, LLC, a Florida Limited Liability Company

By: ALMC Property Investments, LLC, a Florida Limited Liability Company, its Manager

By: JRBD Partners, LLC, a Florida Limited Liability Company, its Manager

By: _____
Dennis Devenport, Manager

Date: _____, 2016

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Dennis Devenport, Manager of Antares of Port Orange, LLC, a Florida Limited Liability Company. He ___ is personally known to me OR _____ produced _____ as identification.

_____
Notary Public, State of Nevada
Printed Name, Commission Seal and Term Expiration Date

OWNER:

Robert L. Williams and Jill M. Williams, Husband and Wife

_____
Robert L. Williams

_____
Jill M. Williams

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robert L. Williams and Jill M. Williams, Husband and Wife. They ____ are personally known to me OR _____ produced _____ as identification.

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

EXHIBIT A

LEGAL DESCRIPTION

Instrument# 2008-047182 # 15
Book: 6201
Page: 4626

RECEIVED
9-28-16
CITY OF PORT ORANGE
Community Development

REVISED

Parcel No.: 6330-00-00-0160

All that Tract of Land in Volusia County, Florida, being more particularly described as that portion of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, lying North of Spruce Creek.
LESS AND EXCEPT: The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section 30;

LESS AND EXCEPT:
The East 683.71 feet of said NW 1/4 of Section 30; as measured along the North line of said Section 30;
AND LESS AND EXCEPT:
That parcel described in Official Records Book 4201, Page 1170, Public Records of Volusia County, Florida described as follows:

That portion of Section 30, Township 16 South, Range 33 East, lying Westerly of a line which is parallel to and 660 feet East of the Westerly line of said Section 30, and Southerly of a line which is parallel to and 1320 feet South of the North Line of said Section 30, and bounded on the South by Spruce Creek.

AND LESS AND EXCEPT that parcel recorded in Official Records Book 4916, Page 1309, Public Records of Volusia County, Florida, described as follows:
The North 1000 feet of the West 100 feet of the following described property:

A portion of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, lying North of Spruce Creek, Volusia County, Florida, being more particularly described as follows:

Begin at a round cement monument marking the North 1/4 corner of Section 30, Township 16 South, Range 33 East, thence along the East line of the Northwest 1/4 of said Section 30, said line being the Western Boundary of "Summer Trees South Phase III" Subdivision as recorded in Plat Book 46, Page 118, Public Records of Volusia County, Florida; South 00°12'48" East 1183.41 feet, more or less to the Northerly shore Line of SPRUCE CREEK; Thence Westerly along the said Northerly Shore Line, 2126 feet more or less to the Easterly line of the westerly 825.00 feet of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East as described in Official Records Book 3633, Page 1683, Public Records of Volusia County, Florida; Thence along said line North 00°31'54" West, a distance of 1442.23 feet, more or less to the North line of said Section 30, thence along said North line North 89°39'19" East, a distance of 1814.61 feet to the Point of Beginning.

AND LESS AND EXCEPT that parcel recorded in Official Records Book 3633, Page 1683, Public Records of Volusia County, Florida, being more particularly described as follows:

The Easterly 165 feet of the Westerly 825 feet of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, Volusia County, Florida, lying Northerly of Spruce Creek, except the Northerly 593 feet thereof.

BUT TOGETHER WITH and including non-exclusive rights in the easement reserved in the deed recorded in Official Records Book 4916, Page 1309, Public Records of Volusia County, Florida and in such other access and utility easements as may benefit the above described property.

Parcel No.: 6330-00-00-0170

The South 29.14 feet of the South 110 feet of the North 340 feet of the East 210 feet of the North 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, Volusia County, Florida.

Parcel No.: 6330-00-00-0180

The North 311 feet of the West 20.35 feet of the East 230.35 feet of the North 1/2 of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 16 South, Range 33 East, Volusia County, Florida, except the North 10 feet in the Road right-of-way

Parcel No.: 6225-03-00-0070

Lot 7 and Lot 8, Resubdivision of LIVINGSTON HOMESTEAD SPRUCE CREEK DISTRICT, in the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as per map in Map Book 10, Page 240 of the Public Records of Volusia County, Florida.

EXHIBIT B

RECEIVED
9-28-16
CITY OF PORT ORANGE
Community Development

REVISED

DESCRIPTION:

(OFFICIAL RECORD BOOK 1867, PAGE 1756)
THAT PORTION OF SECTION 30. TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF LINE WHICH IS PARALLEL TO AND 660 FEET EAST OF THE WESTERLY LINE OF SAID SECTION 30, AND SOUTHERLY OF A LINE WHICH IS PARALLEL TO AND 1320 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, AND BOUNDED ON THE SOUTH BY SPRUCE CREEK.

TOGETHER WITH: (OFFICIAL RECORD BOOK 1965, PAGE 0905)
THE WEST 1/2 OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT RIGHT OF WAY EASEMENT TO FLORIDA GAS TRANSMISSION COMPANY 30 FEET IN WIDTH TRAVERSING THE ABOVE DESCRIBED PROPERTY EXCEPT THE NORTH 10 FEET THEREOF.

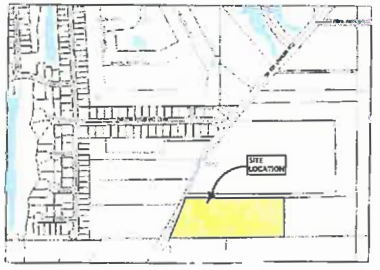
TOGETHER WITH: LOT 7 AND LOT 8, RESUBDIVISION OF LIVINGSTON HOMESTEAD SPRUCE CREEK DISTRICT, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AS PER MAP IN MAP BOOK 10, PAGE 240 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CRACKER CREEK CDP PDU (PARCEL A)

EXHIBIT C

1815 TAYLOR ROAD, PORT ORANGE,
FLORIDA 32128

LOCATION MAP

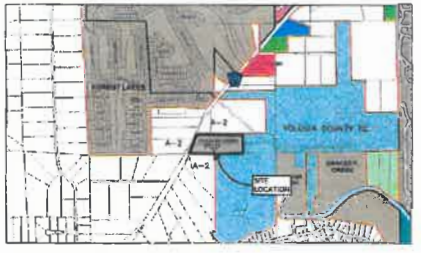


TAX PARCEL ID NUMBER: 25-18-32-03-00-0070

SOILS MAP

ASTATULA FINE SAND	4	HYDROLOGICAL GROUP	A
PAOLA FINE SAND	42	HYDROLOGICAL GROUP	A
PLACID FINE SAND	44	HYDROLOGICAL GROUP	A/D
TAVARES FINE SAND	63	HYDROLOGICAL GROUP	A

ZONING MAP



LEGAL DESCRIPTION

DESCRIPTION:
OFFICIAL RECORD BOOK 1892, PAGE 1720
THAT PORTION OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 33 EAST, LYING SOUTHERLY OF LINE WHICH IS PARALLEL TO AND 660 FEET EAST OF THE WESTERLY LINE OF SAID SECTION 20, AND SOUTHERLY OF A LINE WHICH IS PARALLEL TO AND 1380 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20, AND BOUNDED ON THE SOUTH BY SPRUCE CREEK.

TOGETHER WITH: (OFFICIAL RECORD BOOK 1985, PAGE 0008)
THE WEST 1/2 OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 18 SOUTH, RANGE 33 EAST, EXCEPT RIGHT OF WAY EASEMENT TO FLORIDA GAS TRANSMISSION COMPANY 30 FEET IN WIDTH TRAVERSING THE ABOVE DESCRIBED PROPERTY EXCEPT THE NORTH 10 FEET THEREOF.

TOGETHER WITH: LOT 7 AND LOT 8, SUBDIVISION OF LIVINGSTON HOMESTEAD SPRUCE CREEK SUBDIVISION, IN SEC. SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 32 EAST, AS PER MAP IN MAP BOOK 10, PAGE 240 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

OWNER:
WILLIAM SELL
4348 SOUTHPOINT BLVD., SUITE 101
JACKSONVILLE, FL 32216
PH. (904) 543-4300

APPLICANT:
ANTARES OF PORT ORANGE, LLC.
4348 SOUTHPOINT BLVD., SUITE 101
JACKSONVILLE, FL 32216
PH. (904) 543-4300

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
SLIGER AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

SITE DATA:

FLOOD ZONE: "X" - 12127C0508H REV. 2-19-2014
EXISTING ZONING: PUD
ADJACENT ZONING (SEE ZONING MAP FOR CLARIFICATION)
SOUTH: VOLUSIA COUNTY BC/A-2
WEST: A-2
NORTH: VOLUSIA COUNTY A-2
EAST: VOLUSIA COUNTY BC

EXISTING FUTURE LAND USE: PUBLIC/INSTITUTIONAL OVERLAY

PROPOSED FUTURE LAND USE: OFFICE/RESIDENTIAL TRANSITION, CONSERVATION

BUILDING FOOTPRINT: TWO BY SITE PLAN (APPROX. 65,000 SQ/FT ea)

FLOOR AREA RATIO (FAR): 0.50 (MAXIMUM OF 1.5)

BUILDING HEIGHT: 59'

NUMBER OF FLOORS: 3

LOT SIZE: 9.44 ACRES (411,349 SF)

OPEN SPACE REQUIREMENTS:
FOR MASTER PUD (34 ACRES)
OPEN SPACE REQUIRED = 80% (27.2 ACRES)
COMMON OPEN SPACE = 20% (6.8 ACRES)
OPEN SPACE PROVIDED IN PARCEL A = 24% (2.03 ACRES)
BALANCE OF 4.77 ACRES TO BE PROVIDED IN MASTER PUD
COMMON OPEN SPACE PROVIDED IN PARCEL A = 18.7% (1.78 AC/SF)

MAX IMPERVIOUS SURFACE RATIO (ISR): 70%

BUILDING SETBACKS REQUIRED:
FRONT-25'; REAR-20', SIDE-20'.

BUILDING SETBACKS PROVIDED:
FRONT-30', REAR-211', SIDE-25'; SIDE STREET 25'

LANDSCAPE BUFFER REQUIRED:
FRONT-20'; REAR-15'; SIDE-15'

LANDSCAPE BUFFER PROVIDED:
FRONT-30'; REAR-211', SIDE-25' SIDE STREET-25'

VEHICULAR USE AREA (VUA) CALCULATION:
41,574 (0.95 AC) PAVED DRIVE/PARKING AREA

PARKING REQUIRED:
1 SPACE/4 BEDS (ALF)
1 SPACE/10 BEDS (MEMORY CARE)
1 SPACE/1 EMPLOYEE (DURING LARGEST SHIFT)

PARKING PROVIDED:
REGULAR: 74 SPACES
HANDICAP: 4 SPACES
78 SPACES

EXISTING USES:

VACANT

PROPOSED USES:

ASSISTED LIVING FACILITY AND MEMORY CARE

STATEMENT OF INTENT

TO CONSTRUCT AN ASSISTED LIVING FACILITY WITH PARKING, STORMWATER AND INFRASTRUCTURE TO SERVE THE SITE

SHEET #	TITLE
C000	COVER SHEET
C001	EXISTING SITE CONDITIONS
C002	CONCEPTUAL DEVELOPMENT PLAN

RECEIVED
SEP 28 2016
CITY OF PORT ORANGE
Community Development

REVISED

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. 1384579
880 AIRPORT RD/A, SUITE 113
ORMOND BEACH, FL 32174
TEL (386) 673-7640
FAX (386) 673-3927

CRACKER CREEK CDP PDU (PARCEL A)
PORT ORANGE, FLORIDA
COVER SHEET

NO.	DATE	REVISION	BY

DRAWN BY KAB	FILE 1603-1	DATE 8-19-16	
CHECKED BY CTB	PROJECT 1603-2	SCALE N/A	

SHEET
C000

EXHIBIT C

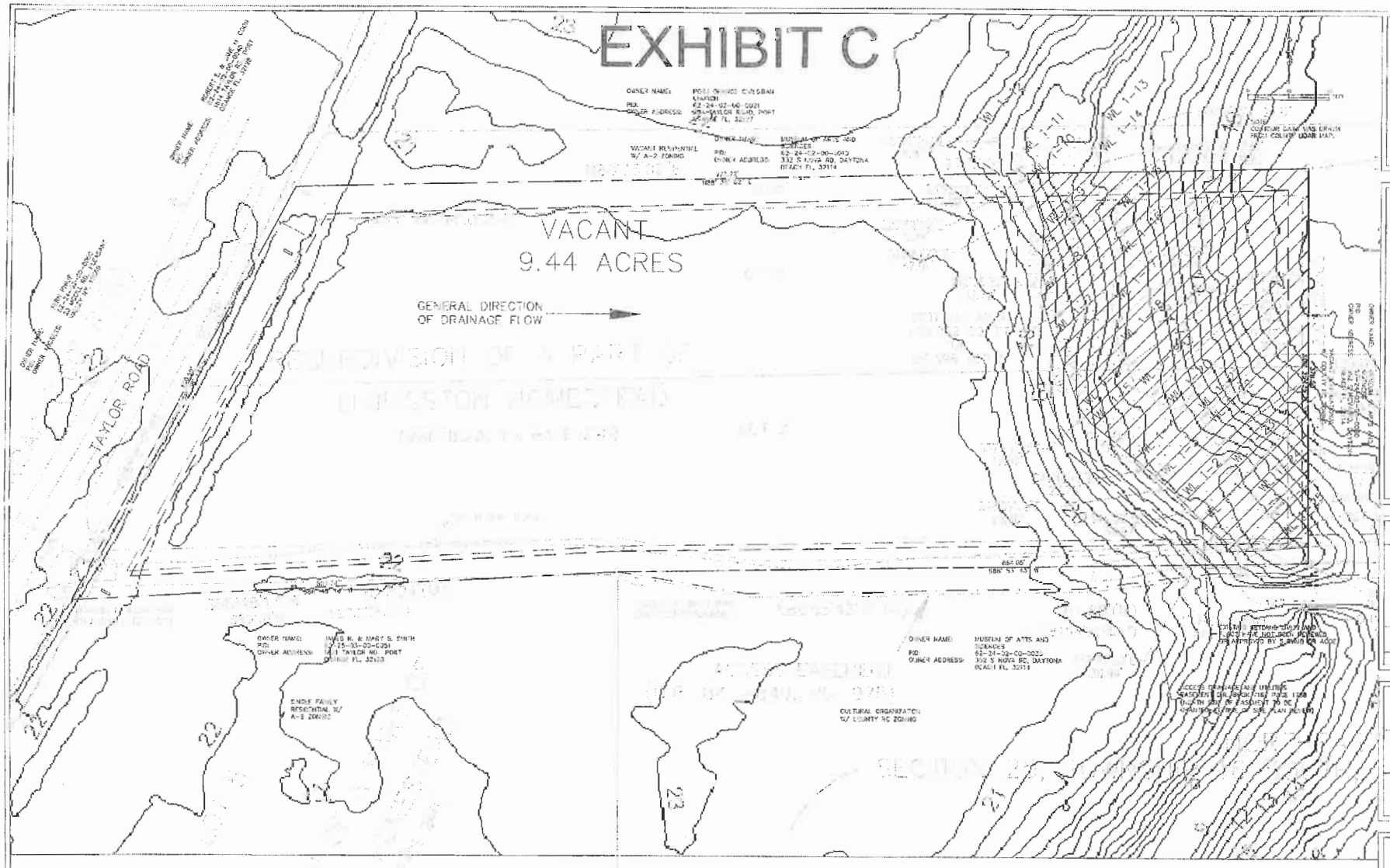
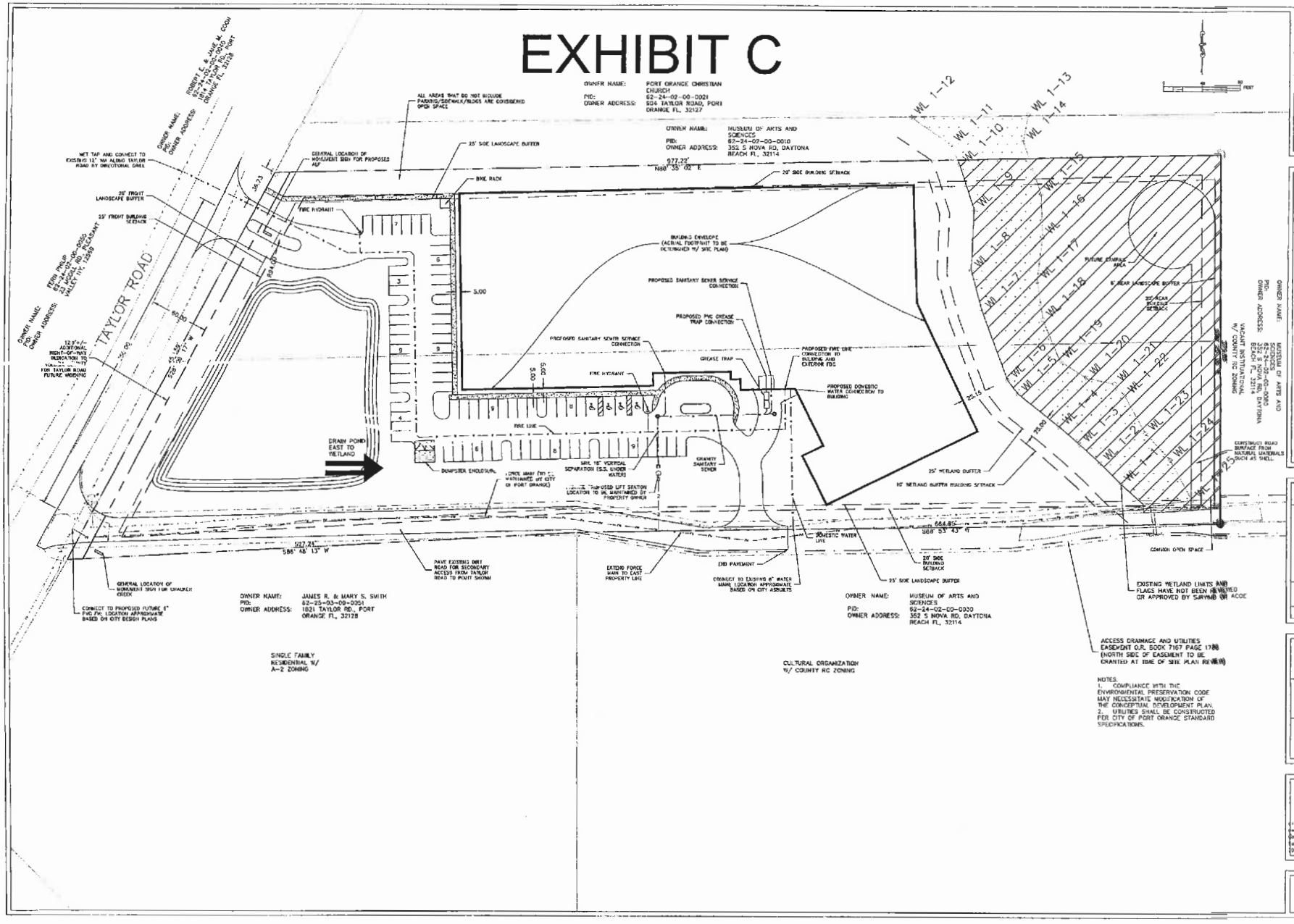

VACANT
9.44 ACRES
GENERAL DIRECTION OF DRAINAGE FLOW
TAYLOR ROAD
OWNER NAME: POST OFFICE CHRISTIAN CHURCH
PID: 62-24-02-00-0021
OWNER ADDRESS: 501 TAYLOR ROAD, PORT ORANGE FL 32127
VACANT RESIDENTIAL W/ A-2 ZONING
OWNER NAME: MUSEUM OF ARTS AND SCIENCES
PID: 62-24-02-00-0012
OWNER ADDRESS: 352 S NOVA RD, DAYTONA BEACH FL 32114
CONTOUR DATA WAS DRAWN FROM COUNTY LIDAR MAP.
OWNER NAME: JAMES N. & MARY S. SMITH
PID: 62-25-03-00-0251
OWNER ADDRESS: 541 TAYLOR RD, PORT ORANGE FL 32127
SINGLE FAMILY RESIDENTIAL W/ A-2 ZONING
OWNER NAME: MUSEUM OF ARTS AND SCIENCES
PID: 62-24-02-00-0022
OWNER ADDRESS: 352 S NOVA RD, DAYTONA BEACH FL 32114
CULTURAL ORGANIZATION W/ COUNTY RC ZONING
ACCESS DRAINAGE AND UTILITIES EASEMENT (PER BOOK 5162, PAGE 1289 WIDTH SHALL BE EASEMENT TO BE DETERMINED AT TIME OF SITE PLAN REVIEW)
CONTOUR ESTIMATED ONLY AND ACTUAL FIELD INSPECTION REQUIRED PRIOR TO APPROVAL BY ENGINEER OF RECORD
ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CRACKER CREEK PUD CDP (PARCEL A)
PORT ORANGE, FLORIDA
EXISTING SITE CONDITIONS
SHEET
C001

EXHIBIT C



ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE NO. 8514178
1000 BEACH STREET, SUITE 113
ORMOND BEACH, FL 32174
TEL (386) 673-5641
FAX (386) 673-5937

CRACKER CREEK PUD CDP (PARCEL A)
PORT ORANGE, FLORIDA
CONCEPTUAL DEVELOPMENT PLAN (EXHIBIT C)

NO.	DATE	REVISION	BY

DESIGNER	FILE	DATE
KAB	1603.1	6-19-16
DRAWN BY	PROJECT	SCALE
CTB	1603-1	1"=40'

c=US, st=FL, l=ORMOND BEACH, o=The Alann Engineering Group, Inc., cn=John Brady A. Lutch, email=kab@aeg-group.com
2016.06.19 14:17:17 -05'00'

SHEET
C002

STAFF REPORT
First Amendment to the Cracker Creek PUD Master Devlopment Agreement and Conceptual Development Plan
CASE NO. 16-40000005

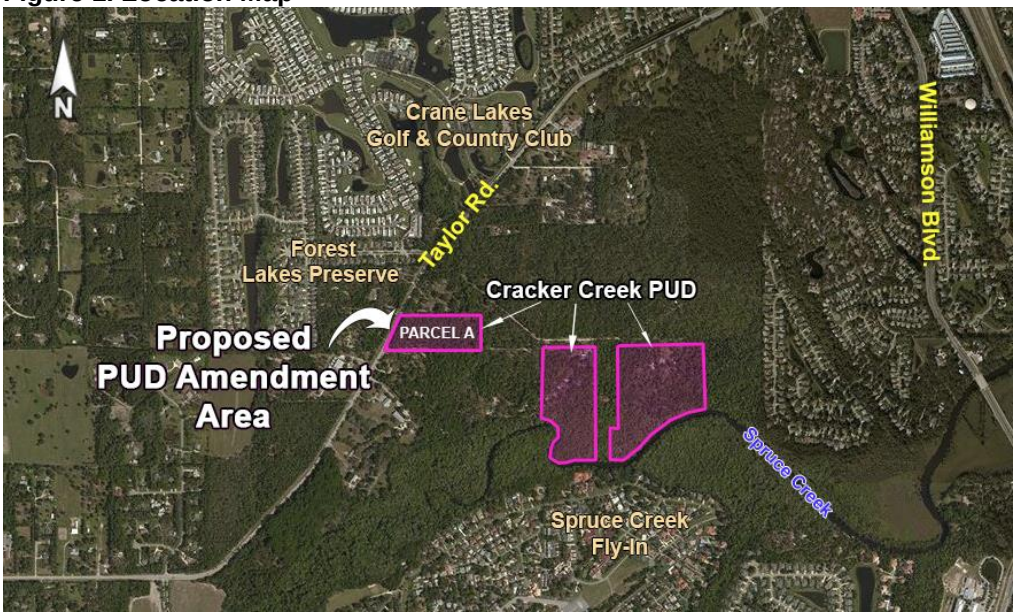
REQUEST:	To approve the First Amendment to the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANT:	Antares of Port Orange, LLC
PROPERTY OWNER:	Robert and Jill Williams
LOCATION:	1815 Taylor Rd. (Figure 1 - Location Map)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION RECOMMENDATION:	Denial
CITY COUNCIL DATE:	November 15, 2016

INTRODUCTION

The applicant proposes to modify the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. If approved, the applicant intends to develop the parcel located at 1815 Taylor Road (Parcel A) as an ALF and Memory Care Facility with associated site improvements.

The Cracker Creek PUD is located on the south side of Taylor Road and north of Spruce Creek (Figure 1 - Location Map).

Figure 1. Location Map



CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of ±7.5 acres of the overall 56-acre PUD property from *Public/Institutional* to *Office/Residential Transition*. The proposed amendment to the MDA and CDP is consistent with the type of land use and intensity allowed by the City of Port Orange FLU designation proposed for the property.

General infrastructure capacity for the proposed FLU amendment of the ±7.5 acres was evaluated with the FLU amendment (Case No. 16-20000002). There is a policy in the City's Comprehensive Plan (*Transportation Mobility Element, Policy 3.2.4*) that limits the overall 56-area Cracker Creek PUD properties to a daily trip cap limit of 1,815 daily trips. As site plans are submitted for development of the Cracker Creek PUD properties staff will track the daily trips associated with each development to verify compliance with the trip cap. A detailed review of water, sewer, reclaimed water, stormwater, and traffic for the proposed development of a ±112,095 square-foot ALF and Memory Care Facility will be evaluated when the site plan is submitted for the subject property.

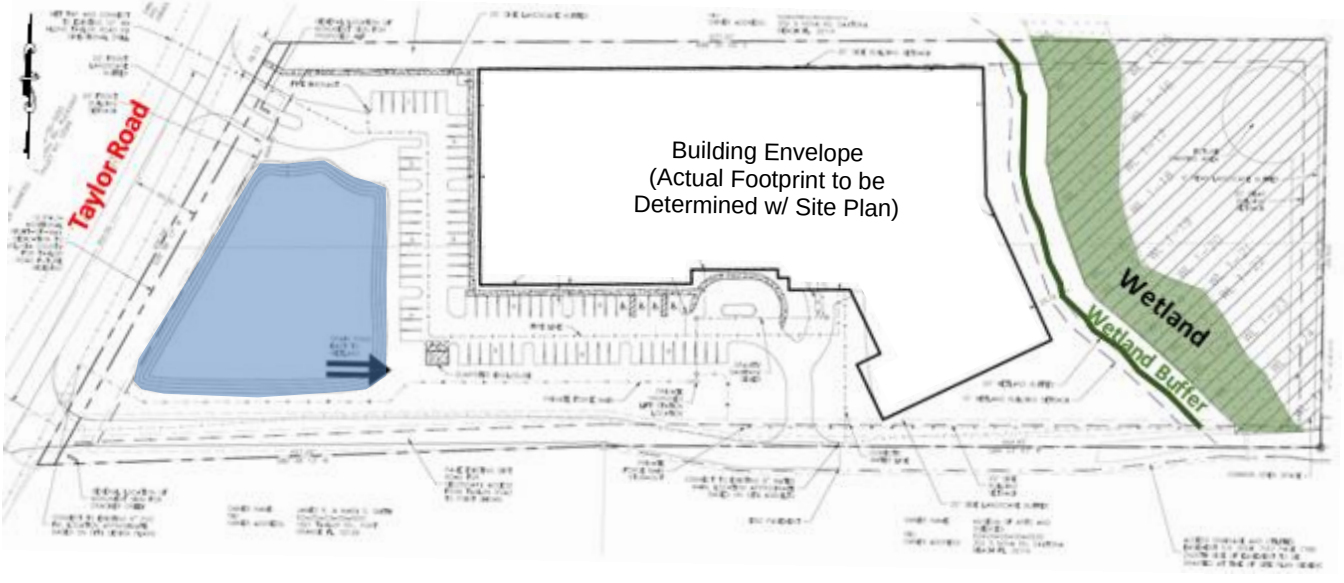
DEVELOPMENT PROPOSAL

If approved, the amendment to the original MDA and the CDP (Exhibit 1) will provide the regulatory framework for the development of the "Parcel A" and extend the timeframe that all structures within the PUD need to connect to City sewer. The following discussion will focus on the significant aspects of the amendment to the original MDA and CDP such as the use, size and development impacts.

General Layout

The Conceptual Development Plan (CDP) for this amendment shows the general lot layout for the proposed ALF and Memory Care Facility (Figure 1 of the Staff Report and Exhibit C of the MDA). The general site layout and improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC), original MDA, and the 1st Amendment.

Figure 2. Cracker Creek PUD CDP for Parcel A



Roadway and Access

Access to the proposed development will be provided to Taylor Road from the existing Cracker Creek driveway and a new driveway at the north property boundary. As part of the site improvements to Parcel A, the existing dirt driveway will be paved from Taylor Road to the secondary access drive of the facility. The MDA also requires dedication of land to Volusia County for the ultimate 120-foot right-of-way for Taylor Road prior to approval of the site plan for Parcel A. The land to be dedicated for the Taylor Road right-of-way is shown on the CDP. 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).

Traffic

Based on the ITE Trip Generation Manual, 9th Edition, the proposed development of a ±112,095 square-foot ALF and Memory Care Facility could generate ±113 p.m. peak hour trips and ±852 daily trips[1]. According to the latest traffic counts for Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan for this property will be required to comply with the concurrency management requirements in the City's LDC.

Table 1. Roadway Capacity

Roadway Segment: Taylor Road	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Tomoka Farms Rd. to Spruce Creek Blvd	E	17,050	8,910	8,140	52.26%
Spruce Creek Blvd. to Crane Lakes Blvd	E	17,050	11,440	5,610	67.10%
Crane Lakes Blvd. to Summertrees Rd.	E	17,050	15,370	1,680	90.15%
Summertrees Rd. to Williamson Blvd.	E	37,970	15,560	22,410	40.98%
Williamson Blvd. to I-95 (at Dunlawton Ave.)	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the tree preservation, landscaping and wetland protection requirements of the LDC. This includes the preservation of 15% of the square-footage of the overall PUD for the protection of existing trees and perimeter buffers. The wetland area on the east side of Parcel A will remain, as depicted on the CDP. No wetland impacts are anticipated. Any wetland impacts identified during site plan review will require permitting and appropriate mitigation through St. Johns water Management District.

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made from Taylor Road.

---

[1] *7.6 Daily Trips per 1,000 sq.ft; 1.01 P.M. Peak Hour Trips per 1,000 sq.ft., Nursing Home (620), ITE Trip Generation Manual, 9th Edition*

Stormwater Management
Stormwater will be retained as generally depicted on the CDP. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. As a result, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development will be required to address stormwater retention on the property in accordance with City standards.

Schools
The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review.

Architecture
The architecture of the buildings and accessory structures on Parcel A will be designed with a common architectural theme and comply with LDC requirements, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. A formal review of the architecture design will occur during the site plan review process to verify compliance with the MDA and LDC.

POLICY ISSUES
The PUD zoning district allows an applicant to request deviations from the Land Development Code (LDC) as part of the approval process for an amendment to a Master Development Agreement or Conceptual Development Plan (CDP) for a Planned Unit Development (PUD).

1. **Sidewalk along Taylor Road:** The applicant has requested that the requirement to construct a 5-foot sidewalk along Taylor Road on Parcel A and a sidewalk connection from the proposed building to the Taylor Road right-of-way be waived. According to the LDC, a 5-foot sidewalk is required with the development of Parcel A along with a sidewalk from the building to the sidewalk located in the right-of-way.

   According to the applicant, the request to not install the sidewalk is based on current conditions and the future widening plans for Taylor Road by Volusia County. There are currently no sidewalks on the south side of Taylor Road to connect to (until the east side of Summertrees Rd.), so a side walk on the Cracker Creek frontage would not connect to anything. Volusia County staff has stated that the County will construct the sidewalk as part of their future widening of Taylor Road.

2. **Parcel Frontage for Driveways:** The access drives and parking lot layout shown on the Conceptual Development Plan will be developed in compliance with the requirements of the LDC, with the exception of the minimum lot frontage for two points of access. The LDC requires the roadway frontage on Taylor Road be 500 feet in order to have two driveways. Parcel A has 450 feet of roadway frontage. The width and setback for the proposed driveway will be designed as required by the LDC and MDA.

According to the project engineer, the 450 feet of frontage meets Volusia County standards and is sufficient for the two proposed access drives onto Taylor Road and the design of the driveways will provide adequate separation. Volusia County has jurisdiction of Taylor Road. For this segment of Taylor Road, Volusia County requires a minimum of 335' of frontage for a parcel to have two points of access with 100' separation between the two driveways. According to the applicant, there have been preliminary discussions with Volusia County about having two points of access but an official application has not been made. If the PUD amendment was approved, the property owner would still need approval from Volusia County to construct the additional driveway.

The main entrance to the building will be oriented towards Taylor Road. According to the applicant, the proposed driveway at the north end of Parcel A will serve as the main access drive for employees, visitors, and clients of the facility. The existing driveway, located at the south end of Parcel A will continue to serve as the main driveway to access the existing Cracker Creek business and a secondary driveway to the ALF for deliveries and emergency vehicles.

3. **Parking Ratio:** The applicant has proposed a parking ratio of 1 space per 4 beds and 1 space per employee on the largest shift for an Assisted Living Facility (ALF) and 1 space per 10 beds and 1 space per employee on the largest shift for a Memory Care Facility instead of the LDC required parking ratio of 1 space per 2 beds and 1 space per employee on the largest shift.

   The applicant's proposed parking ratio requires 32 parking spaces be provided for the proposed 128 bed ALF, 5 parking spaces for the proposed 50 bed Memory Care Facility, and 40 parking spaces for the proposed 40 employees on the largest shift, for a total of 77 required parking spaces (78 provided on the CDP). The requested reduction in parking spaces amounts to 52 less parking spaces than required by City code (129 spaces). The proposed parking ratio is similar to other comparison cities (Table 2).

Table 2. Parking Ratio Comparison

	Assisted Living Facility Parking	Memory Care Facility Parking	Employee Parking	Total Parking
ITE Manual	64	25	52	141
Port Orange	64	25	40	129
Proposed per MDA	32	5	40	77
Ormond Beach	32	5	40	77
DeLand	32	13	-	45
New Smyrna Beach	43	17	20	80

The existing LDC parking requirements for ALF was last updated in 1996. The applicants have stated that the proposed parking ratio will provide sufficient parking for an ALF and Memory Care Facility based on the typical traffic generated by this use. The Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition (2010) indicates that the average parking ratio for the proposed

facility is between 0.5 spaces per bed and 1.3 spaces per employee, which is slightly higher than the LDC requirement.

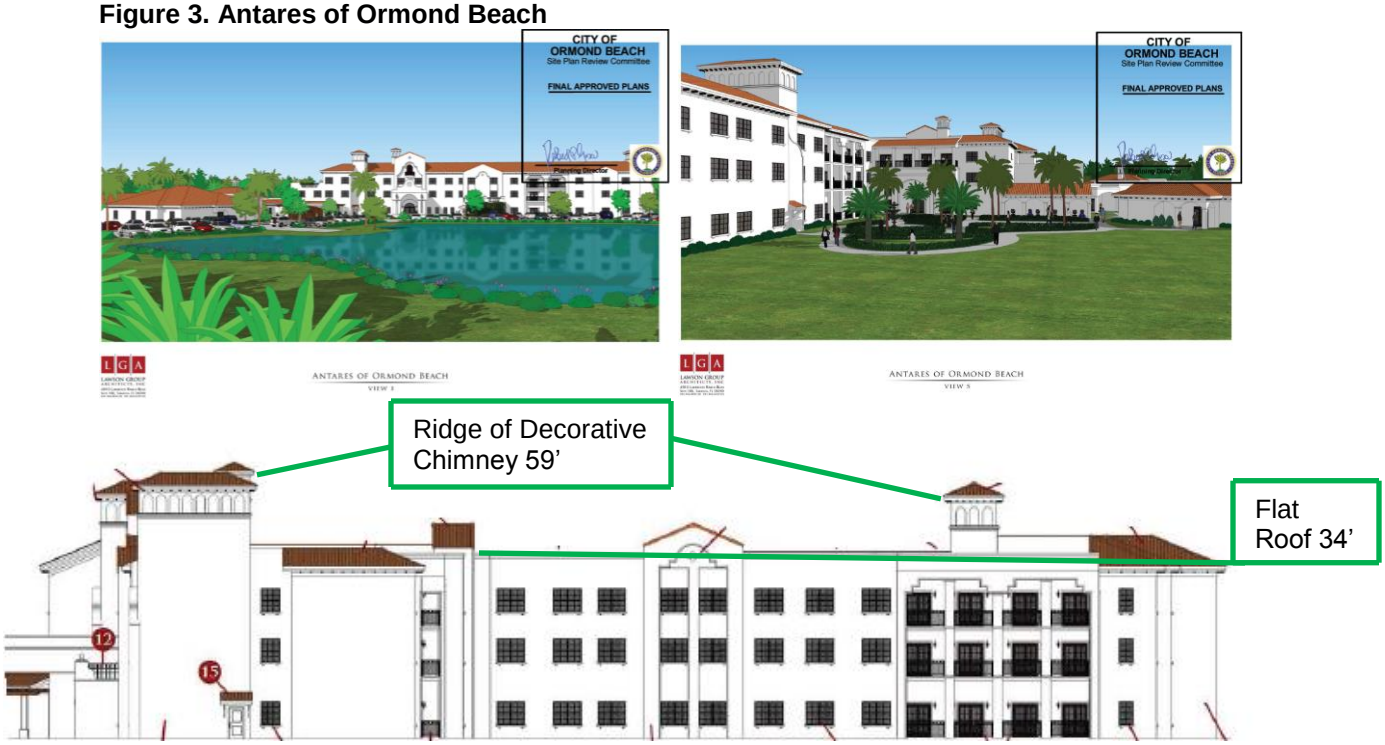
According to the applicant, the proposed parking ratio will provide a sufficient number of parking spaces for the proposed ALF and Memory Care Facility because the parking is mainly for visitors and employees. According to the applicant, only 5% to 10% of ALF residents drive and none of the Memory Care residents drive or own a vehicle.

4. **Building Height:** For the PUD zoning category, the Land Development Code (LDC) requires a maximum building height of the most similar conventional zoning category (LDC, Ch. 17, Sec. 27). The applicant has applied to change the Future Land Use (FLU) designation of a portion of Parcel A to *Office/Residential Transition* (ORT). The proposed amendment to the MDA and CDP is required to be consistent with the type of land use and intensity allowed by this proposed FLU designation. The nearest conventional zoning category that is consistent with the ORT FLU designation is the Office/Residential Transition (ORT) zoning category. The ORT zoning category has a maximum building height of 45 feet. The LDC also allows decorative architectural features on the top of a building to be above the maximum height limit established for a zoning category. The additional height allowed by the LDC ranges between 5 feet to 20 feet for architectural features such as chimneys, cupolas, mechanical rooms, belfries, and spires.

   The MDA allows for a maximum building height of 59 feet for Parcel A. According to the applicant, the maximum building height is for decorative architectural features. According to the applicant, the additional height is needed so the features can be designed to be proportional to the building's height. The proposed building will meet the 45-foot height requirement of the nearest like conventional zoning catgory and under the current code could have 10-foot tall decorative architectural features on the roof making the overall height of the building and decorative architectural features allowed 55 feet.

   The applicants are requesting that additional height for decorative architectural features be 14 feet instead of 10 feet, for an overall maximum height of 59 feet. The applicant is proposing the development of a three-story ALF and Memory Care Facility with decorative architectural features. An example of the ALF and Memory Care Facility to be development by the applicant, Antares of Port Orange, LLC, in the City of Ormond Beach is depicted in Figure 3.

Figure 3. Antares of Ormond Beach



5. **Off-site Signage for Cracker Creek:** The applicant is requesting to have an off-site sign on Parcel A to identify the Cracker Creek use (outdoor venue, watercraft rental, boat tours, and camping). According to the LDC, off-site signage is any sign that directs attention to a business not conducted or available on the premises where their sign is located. According to the applicant, the off-site signage is requested due to the configuration of the properties within the PUD and to advertise on Taylor Road.

   The proposed off-site sign would be located along Taylor Road, near the existing access drive at the west end of Parcel A. The sign would identify the Cracker Creek business located on the PUD properties, east of Parcel A. The proposed sign could have up to 48 square feet and will conform to all LDC requirements (height, design, landscaping, visual clearance, setback, etc.).

   According to the applicant, the off-site signage is being requested due to the configuration of the property layout for the PUD (see Figure 1). The business located on the properties behind Parcel A would not have any frontage on Taylor Road. The intent of the sign is to alert customers traveling on Taylor Road of the Cracker Creek business.

6. **Connection to Sewer:** The Land Development Code (LDC) requires that a property must connect to sanitary sewer within one year of availability. The MDA states that connection to City sewer for the remainder of the PUD (beyond Parcel A) is required within 5 years from the execution of MDA amendment.

   The MDA requires that potable water, reclaimed water, and sewer lines for Parcel A will be designed and built with the development of the ALF and Memory Care Facility consistent with the LDC. The 5 year window for connection to sewer for the

remainder of the PUD is a continuation of what was previously approved with the initial adoption of the Cracker Creek PUD for the phased development of the overall PUD.

OUTSTANDING TECHNICAL COMMENTS:

The Staff Development Review Committee (SDRC) has reviewed this project and there are no outstanding technical comments other than the policy issues identified in that section of this report.

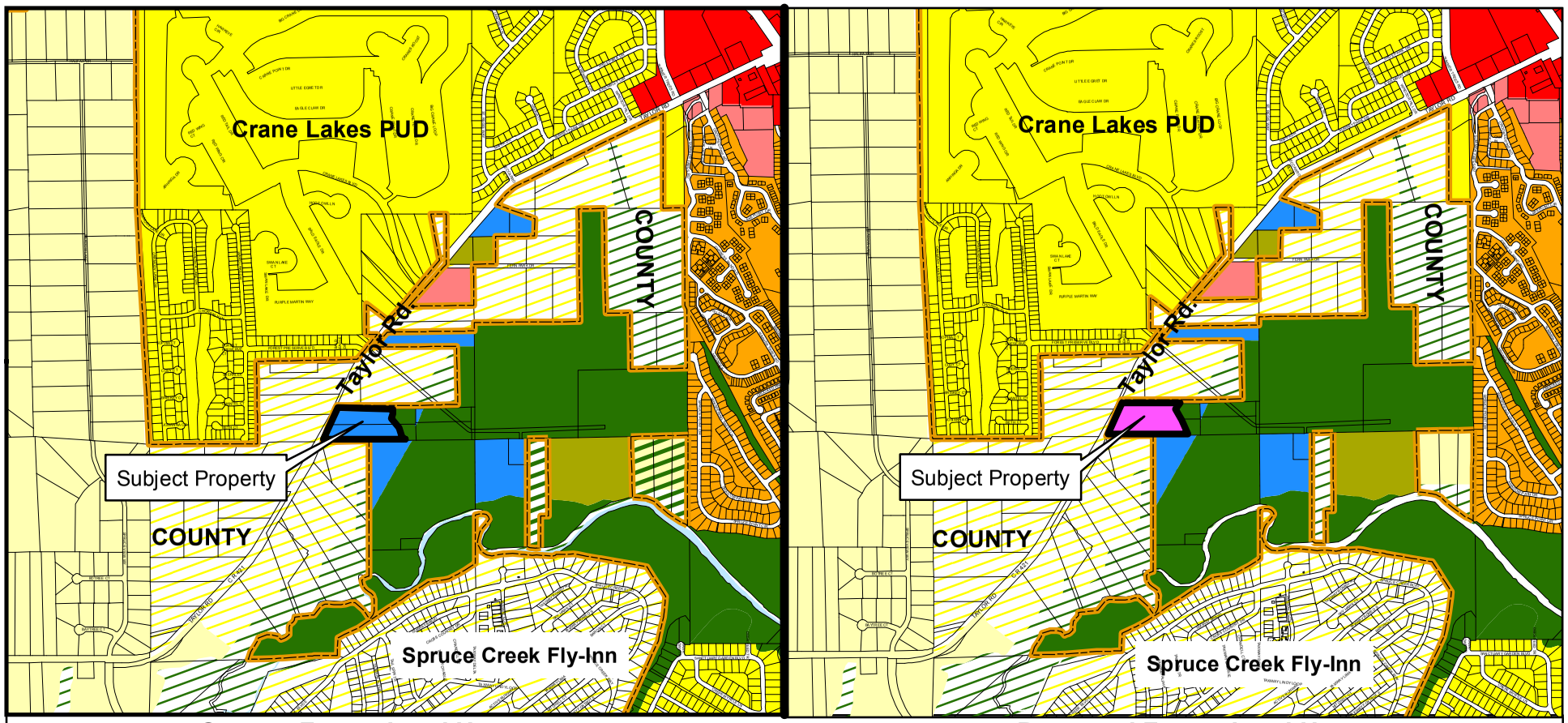
RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 16-20000002);
2. Approval of the Policy Issues; and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – First Amendment to the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan



Current Future Land Use

- Public/Institutional
- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial
- VC ENVIRONMENTAL SYSTEMS CORRIDOR

Proposed Future Land Use

- VC RURAL
- VC URBAN LOW DENSITY

EXHIBIT A

CASE NO. 16-20000002 and 16-40000005

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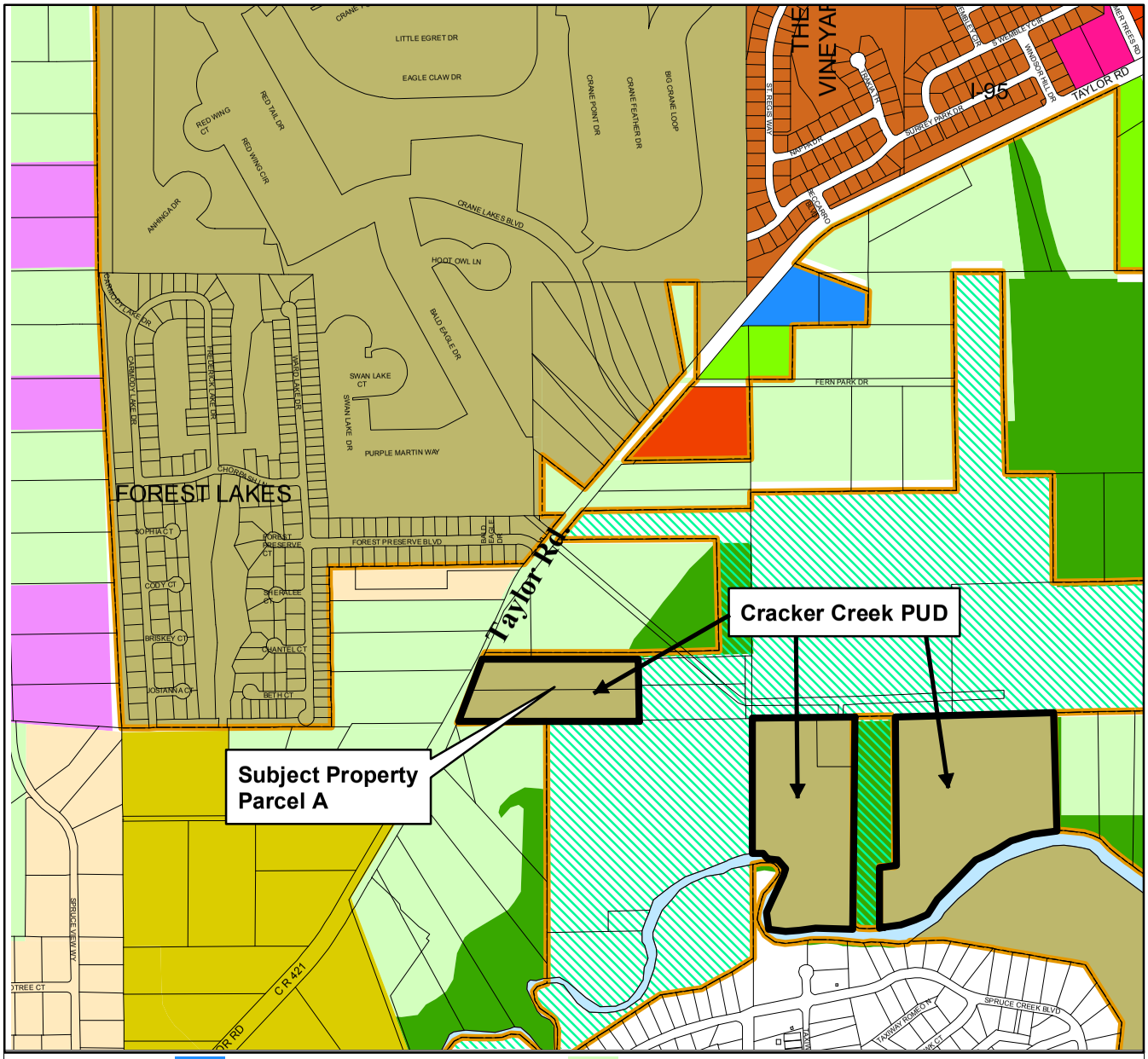
DEPARTMENT OF COMMUNITY DEVELOPMENT



GPU Government/Public Use	VC Agriculture
A Agriculture	VC Conservation & Forestry
R-8SF Single Family Residential	VC Resource Corridor
PUD Planned Unit Development	VC Rural Residential
PCD Planned Commercial Development	VC Rural Mobile Home
CC Community Commercial	VC Rural Planned Unit Development
Volusia County RC	

CITY OF PORT ORANGE 1867 FLORIDA

Exhibit B- Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

Exhibit C

First Amendment to the
Cracker Creek PUD Master Development Agreement
and Conceptual Development Plan

RECEIVED
9-28-16
CITY OF PORT ORANGE
Community Development

REVISED

FIRST AMENDMENT TO THE CRACKER CREEK PUD MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Antares of Port Orange, LLC, a Florida Limited Liability Company Whose Address is 4348 Southpoint Blvd., Suite 101, Jacksonville, FL 32116, (the "Developer") and Robert L. Williams and Jill M. Williams and Jill M. Williams as Successor Trustee Under Instrument dated November 23, 1998, (collectively the "Owner") shall constitute the first amendment to the Cracker Creek PUD Master Development Agreement hereinafter referred to the First Amendment.

WHEREAS, the Owner developed certain real property (the "Property") located in Port Orange, Florida more particularly described in **Exhibit "A",** as a private enterprise known as Cracker Creek.

WHEREAS, The Owner and the City previously entered into a Master Development Agreement to accommodate the development of the Cracker Creek PUD recorded in Official Records Book 6201, Page 4612, the Public Records of Volusia County Florida which included the Property.

WHEREAS, the Owner recently entered into a purchase agreement with the Developer for the parcel of land located adjacent to Taylor Road herein after referred to as "Parcel A", more particularly described in **Exhibit "B".**

WHEREAS, there is an amendment to the City's Comprehensive Plan that change the Future Land Use designation for a portion of the Cracker Creek PUD. The amendments to the City's Comprehensive Plan impact the Cracker Creek PUD so that there are increases to the allowed uses and intensity for approximately 7.5-acre portion of "Parcel A" of the Cracker Creek PUD; and

WHEREAS, the Master Development Agreement and Conceptual Development Plan for the Cracker Creek PUD need to be amended to incorporate the changes resulting from the Future Land Use Amendment and the development of an Assisted Living Facility and Memory Care Facility; and

WHEREAS, The Cracker Creek PUD Master Development Agreement recorded in O.R. Book 6201, Page 4618, shall continue in full force and effect except with respect to those matters specifically amended by this First Amendment. With respect to those matters specifically amended, this First Amendment shall govern.

WHEREAS, the Owners desire to amend the Cracker Creek PUD Master Development Agreement and Conceptual Development Plan subject to the terms and conditions set forth herein.

NOW THEREFORE, the City and the Owner hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 3 of the original MDA, "DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN" is hereby amended to read as follows:

The City Council has reviewed the Cracker Creek PUD and determined that the uses proposed by the development are consistent with the City's Comprehensive Plan. Further, City has determined that all public infrastructure facilities and service have sufficient capacity to serve this development; or, those improvements necessary to bring facilities up to the adopted level of service will be in place or otherwise accommodated for concurrent with the impacts of this development.

Development of the Property shall be controlled by the terms and provisions of the original Master Development Agreement ("Original MDA"), the original Conceptual Development Plan ("Original CDP"), attached as Exhibit "B" to the Original MDA, this First Amendment to the Original MDA, and the Revised Conceptual Development Plan, prepared by Allen Engineering and dated September 21, 2016, referenced herein as Exhibit "C" and depicts the revised planned layout of "Parcel A" and the required force main extensions within the "Property". ("Revised CDP"). The Original CDP generally depicts the planned layout of streets, buildings and other planned features or improvements to the Property. Collectively, the Original MDA, the Original CDP, First Amendment to the Master Development Agreement and

the Revised Conceptual Development Plan for “Parcel A” may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the First Amendment and the graphic illustrations of the Revised Conceptual Development Plan (Exhibit “C”) for “Parcel A”, the First Amendment shall control. If the First Amendment is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this First Amendment, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of the Original MDA and any City ordinances not superseded by this First Amendment, the modifications shall be deemed "minor" and may be approved without formal amendment of this First Amendment. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

3. Paragraph 4A of the original MDA, “USE” is hereby amended to read as follows:

The Property shall be used for outdoor recreational and related commercial uses and single family residential uses. Specific uses may include conference centers/clubhouse, lodging (which can include bed and breakfasts, camping, recreational vehicle camping and bunkhouses), recreational uses, non-motorized boat launches, motorized boat tours, restaurants (including beer and wine sales and concession sales), outfitter shops, picnic facilities, recreational trails (for motorized and non-motorized vehicles and horse), domesticated animals and livestock with related facilities, and uses related and incidental to the above permitted uses that are approved by the Administrative official. In addition, the following uses are permitted on Parcel “A” only: Assisted Living Facility and Memory Care Facility that provides full time long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. This type of facility shall be licensed by the Florida Department of Health

and Rehabilitative Services and meet their criteria, pursuant to Florida Statue. Accessory uses to an Assisted Living Facility and Memory Care Facility shall include but not limited to restaurant, hair salon, bar that service alcohol and liquor, medical offices, outdoor amenities such as gazebos, patios, garden and outdoor activities area. All accessory uses are limited to residents and guest of residents.

4. Paragraph 4C of the original MDA, "DIMENSIONAL REQUIREMENTS" is hereby amended to read as follows:

   Building dimensions and configurations within the PUD are generally depicted on the Original CDP. The specific layout of trails and other recreational areas is approximate and flexibility in the layout and design of such areas shall be encouraged to preserve and emphasize the unique environmental features of the Property. Except as set forth herein, building sizes may vary from those depicted generally on the Original CDP.

   The dimensional requirements for "Parcel A" are as follows:

   a. Front Building Setback – 25 feet
   b. Rear Building Setback – 20 feet
   c. Side Building Setback – 20 feet
   d. Open Space – 30%
   e. Building Coverage – 30%
   f. Lot Width – 350 feet
   g. Lot Area – 9 acres

5. Paragraph 4D of the original MDA, "NUMBER OF UNITY/DENSITY" is hereby amended to read as follows:

   Density and intensity of the "Property" shall be limited to the underling Future Land Use designations and the total number of primitive campground spaces shall not exceed fifty (50) units. Bed and Breakfast and bunkhouse facilities shall provide for no more than twenty-five (25) units. Single family residential development shall be limited to a total of five (5) units. Recreation vehicle camping spaces shall be limited to twenty-five (25) spaces.

Density and intensity of “Parcel A” shall be limited to the underling Future Land Use designations

6. Paragraph 4E of the original MDA “MAXIMUM BUILDING HEIGHT” is hereby amended to read as follows:

The maximum building height requirement for the Property is 35 ft. except as otherwise stated herein. The maximum building height for “Parcel A” only is 59 feet.

7. Paragraph 4J of the original MDA, “PARKING,” is hereby amended to read as follows:

Except as otherwise stated herein, required parking shall be provided in accordance with the LDC. Grass parking areas may be provided as depicted on the CDP. The parking requirements on “Parcel A” shall be provided in accordance with the LDC except for the following uses:

a. Assisted Living Facility is 1 space/4 beds and 1 space per employees on largest
b. Memory Care Facility is 1 space/10 beds and 1 space per employees on largest shift.

8. Paragraph 5 of the original MDA, “ARCHITECTURAL STANDARDS AND REVIEW” is hereby amended to read as follows:

a. The architectural appearance of the project shall be eclectic, but shall generally exhibit a “Florida Cracker” style. Architectural style elements shall be reviewed and approved by the City for compliance with the architectural standards in the LDC. A sample of the Florida Cracker” style is attached to the Original MDA as Exhibit “C.”
b. Signage for the “Property” including “Parcel A” shall be in compliance with the LDC unless modified herein.
c. One (1) off-site monument sign shall be permitted on “Parcel A” for Cracker Creek. The off-site monument sign shall be in compliance with the LDC

9. Paragraph 8 of the original MDA, “SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER” is hereby amended to read as follows:

It is anticipated that the Developers will ultimately extend water and sewer lines to serve the PUD Property in the development authorized herein. Potable water lines already serve portions of the PUD Property and will be extended as the PUD is developed. Sanitary

sewer is currently private onsite septic systems.

a. Potable water, reclaimed water, and sewer lines for the “Property” including “Parcel A” shall be designed and built in compliance with all applicable City laws, ordinances, resolutions and regulations.
b. For “Parcel A”, the public force main will need to be stubbed out to the western property line. The force main along the existing access road will be a public force main designed to City standards at the time of site plan submittal for” Parcel A”.
c. The “Property” can continue to use septic systems but within (5) five years of the execution of the First Amendment a public sewer force main shall be installed to serve the “Property” and all structures on the “Property” shall connect to the public sewer within one (1) year of sewer becoming available.
d. Stormwater retention/detention facilities to service the “Property” including “Parcel A” shall be designed and built in conformance all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof.

10. Paragraph 9 of the original MDA, “ROADS, SIDEWALKS,” is hereby amended to read as follows:

a. Roads, drives, and sidewalks within the Development shall be private, unless joint access is provided by separate agreement with the City. Existing access easement is recorded in the Volusia County Clerk of Court records at OR Book 4849, Page 975.
b. Construction of a 5’ sidewalk along the Taylor Road frontage of “Parcel A” is not required with the development of “Parcel A”
c. The minimum distance between two-way access points on “Parcel A” is 350 feet. The minimum distance is measured between the centerlines of the two-way access points.
d. Dedication of land to Volusia County for the ultimate 120-foot right-of-way for Taylor Road shall be required prior to issuance of a site plan Development Order for “Parcel A”. Land to be dedicated toward Taylor Road right-of-way is shown on the 1st Amendment CDP.

11. Paragraph 13 of the original MDA, “EXPIRATION,” is hereby amended to read as follows:

Development of the Cracker Creek PUD shall commence within two (2) years from the effective date of this First Amendment as defined in paragraph 14 of the Original MDA. Failure to comply with the schedule set out above shall cause this Original MDA, as

amended herein, to lapse unless the schedule is modified by mutual agreement of the Developers and the City. Development shall be as defined by the LDC. Development shall be defined by the LDC.

12. All the provisions of the Original MDA shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Original Master Development Agreement shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

_____

By: _____
Allen Green, Mayor

_____
Printed Name

_____

_____
Printed Name

_____

Attest_____
Robin Fenwick, Deputy City Clerk

_____
Printed Name

_____

_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ____ _____, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

WITNESSES:

_____
Printed Name _____

_____
Printed Name _____

DEVELOPER:
Antares of Port Orange, LLC, a Florida Limited Liability Company

By: ALMC Property Investments, LLC, a Florida Limited Liability Company, its Manager

By: JRBD Partners, LLC, a Florida Limited Liability Company, its Manager

By: _____
Dennis Devenport, Manager

Date: _____, 2016

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Dennis Devenport, Manager of Antares of Port Orange, LLC, a Florida Limited Liability Company. He ___ is personally known to me OR _____ produced _____ as identification.

_____
Notary Public, State of Nevada
Printed Name, Commission Seal and Term Expiration Date

OWNER:

Robert L. Williams and Jill M. Williams, Husband and Wife

_____
Robert L. Williams

_____
Jill M. Williams

STATE OF _____
COUNTY OF _____

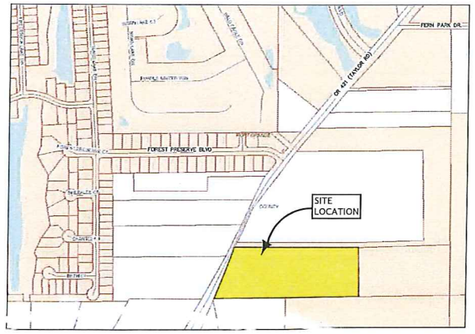
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robert L. Williams and Jill M. Williams, Husband and Wife. They ____ are personally known to me OR _____ produced _____ as identification.

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

CRACKER CREEK CDP PDU (PARCEL A)
EXHIBIT C

1815 TAYLOR ROAD, PORT ORANGE,
FLORIDA 32128

LOCATION MAP

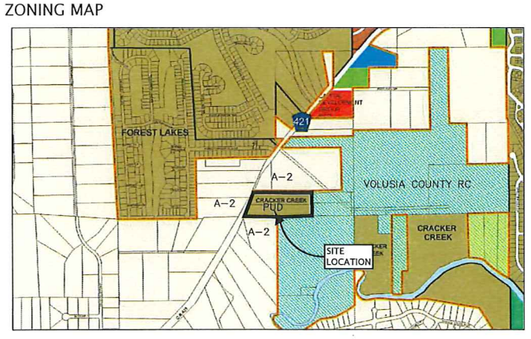


TAX PARCEL ID NUMBER: 25-16-32-03-00-0070

SOILS MAP

ASTATULA FINE SAND	4	HYDROLOGICAL GROUP	A
PAOLA FINE SAND	42	HYDROLOGICAL GROUP	A
PLACID FINE SAND	48	HYDROLOGICAL GROUP	A/D
TAVARES FINE SAND	63	HYDROLOGICAL GROUP	A

ZONING MAP



OWNER:
WILLIAM SELL
4348 SOUTHPOINT BLVD., SUITE 101
JACKSONVILLE, FL 32216
PH. (904) 543-4300

APPLICANT:
ANTARES OF PORT ORANGE, LLC.
4348 SOUTHPOINT BLVD., SUITE 101
JACKSONVILLE, FL 32216
PH. (904) 543-4300

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
SLIGER AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

SHEET #	TITLE
C000	COVER SHEET
C001	EXISTING SITE CONDITIONS
C002	CONCEPTUAL DEVELOPMENT PLAN

SITE DATA:

FLOOD ZONE: "X" - 12127C0508H REV. 2-19-2014
EXISTING ZONING: PUD
ADJACENT ZONING (SEE ZONING MAP FOR CLARIFICATION):
SOUTH: VOLUSIA COUNTY RC/A-2
WEST: A-2
NORTH: VOLUSIA COUNTY RC/A-2
EAST: VOLUSIA COUNTY RC

EXISTING FUTURE LAND USE: PUBLIC/INSTITUTIONAL/CONSERVATION

PROPOSED FUTURE LAND USE: OFFICE/RESIDENTIAL TRANSITION/CONSERVATION

BUILDING FOOTPRINT: TBD W/ SITE PLAN (APPROX. 65,000 SQFT ±)

FLOOR AREA RATIO (FAR): 0.30± (MAXIMUM OF 1.5)

BUILDING HEIGHT: 59'

NUMBER OF FLOORS: 3

LOT SIZE: 9.44 ACRES (411,369 SF)

OPEN SPACE REQUIREMENTS:
FOR MASTER PUD (56 ACRES):
OPEN SPACE REQUIRED = 60% (33.6 ACRES)
COMMON OPEN SPACE = 20 % (11.2 ACRES)
OPEN SPACE PROVIDED IN PARCEL A = 30% (2.83 ACRES)
BALANCE OF 30.77 ACRES TO BE PROVIDED IN MASTER PUD
COMMON OPEN SPACE PROVIDED IN PARCEL A = 18.7% (1.78 ACRES)

MAX IMPERVIOUS SURFACE RATIO (ISR): 70%

BUILDING SETBACKS REQUIRED:
FRONT-25'; REAR-20'; SIDE-20';

BUILDING SETBACKS PROVIDED:
FRONT-204'; REAR-251'; SIDE-25'; SIDE STREET-25'

LANDSCAPE BUFFER REQUIRED:
FRONT-20'; REAR-6'; SIDE-25'

LANDSCAPE BUFFER PROVIDED:
FRONT-39'; REAR-251'; SIDE-25';SIDE STREET-25'

VEHICULAR USE AREA (VUA) CALCULATION:
41,574 (0.95 AC.) PAVED DRIVE/PARKING AREA

PARKING REQUIRED:
1 SPACE/4 BEDS (ALF)
1 SPACE/10 BEDS (MEMORY CARE)
1 SPACE/1 EMPLOYEE (DURING LARGEST SHIFT)

PARKING PROVIDED:

REGULAR: 74 SPACES
HANDICAP: 4 SPACES
78 SPACES

EXISTING USES:

VACANT

PROPOSED USES:

ASSISTED LIVING FACILITY AND MEMORY CARE

STATEMENT OF INTENT

TO CONSTRUCT AN ASSISTED LIVING FACILITY WITH PARKING, STORMWATER AND INFRASTRUCTURE TO SERVE THE SITE.

LEGAL DESCRIPTION

DESCRIPTION:
(OFFICIAL RECORD BOOK 1887, PAGE 1756)
THAT PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF LINE WHICH IS PARALLEL TO AND 660 FEET EAST OF THE WESTERLY LINE OF SAID SECTION 30, AND SOUTHERLY OF A LINE WHICH IS PARALLEL TO AND 1320 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, AND BOUNDED ON THE SOUTH BY SPRUCE CREEK.

TOGETHER WITH: (OFFICIAL RECORD BOOK 1985, PAGE 0905)
THE WEST 1/2 OF THE NW 1/4 OF THE NW 1/4, SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT RIGHT OF WAY EASEMENT TO FLORIDA GAS TRANSMISSION COMPANY 30 FEET IN WIDTH TRAVERSING THE ABOVE DESCRIBED PROPERTY EXCEPT THE NORTH 10 FEET THEREOF.

TOGETHER WITH: LOT 7 AND LOT 8, RESUBDIVISION OF LIVINGSTON HOMESTEAD SPRUCE CREEK DISTRICT, IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AS PER MAP IN MAP BOOK 10, PAGE 240 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

RECEIVED
SEP 28 2016
CITY OF PORT ORANGE
Community Development

REVISED

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927

CRACKER CREEK CDP PDU (PARCEL A)
PORT ORANGE, FLORIDA
COVER SHEET

NO.	DATE	REVISION	BY

DESIGNER KAB	FILE 1603-1	DATE 8-19-16	
DRAWN BY CTB	PROJECT 1603-1	SCALE N/A	

STATE OF FLORIDA
KIMBERLY A. BUCK
LICENSE NO. 67331

c=US, st=FL, l=ORMOND BEACH, o=The Alann Engineering Group, Inc., cn=Kimberly A. Buck, email=kab@aegroup.com
2016.09.19 14:28:03 -04'00'

SHEET
C000

EXHIBIT C

OWNER NAME: PORT ORANGE CHRISTIAN CHURCH
PID: 62-24-02-00-0021
OWNER ADDRESS: 1811 TAYLOR ROAD, PORT ORANGE FL, 32127

OWNER NAME: MUSEUM OF ARTS AND SCIENCES
PID: 62-24-02-00-0010
OWNER ADDRESS: 352 S NOVA RD, DAYTONA BEACH FL, 32114

VACANT RESIDENTIAL W/ A-2 ZONING

OWNER NAME: ROBERT E. & JANE M. COON
PID: 62-24-02-00-0040
OWNER ADDRESS: 1814 TAYLOR RD, PORT ORANGE FL, 32128

OWNER NAME: FERN PHILIP
PID: 62-24-02-00-0050
OWNER ADDRESS: 23 MCGILL RD, PLEASANT VALLEY NY, 12569

OWNER NAME: JAMES R. & MARY S. SMITH
PID: 62-25-03-00-0051
OWNER ADDRESS: 1821 TAYLOR RD., PORT ORANGE FL, 32128

SINGLE FAMILY RESIDENTIAL W/ A-2 ZONING

OWNER NAME: MUSEUM OF ARTS AND SCIENCES
PID: 62-24-02-00-0030
OWNER ADDRESS: 352 S NOVA RD, DAYTONA BEACH FL, 32114

CULTURAL ORGANIZATION W/ COUNTY RC ZONING

VACANT
9.44 ACRES

LOT 8

LOT 7

LOT 5

RESUBDIVISION OF A PART OF
LIVINGSTON HOMESTEAD
(MAP BOOK 10, PAGE 240)

GENERAL DIRECTION OF DRAINAGE FLOW

WETLAND AREA
±25,952 SQ. FT.
OR
±0.596 ACRES

± 10' DIRT ROAD

TAYLOR ROAD (100' R/W)

FOUND 1" IRON PIPE (LS 2048)

FOUND 1" IRON PIPE (NO IDENTIFICATION)

ACCESS EASEMENT
(O.R. BK. 4849, PG. 975)

EXISTING WETLAND LIMITS AND FLOOD LINES HAVE NOT BEEN REVIEWED OR APPROVED BY SJRWMD OR ACOE

ACCESS DRAINAGE AND UTILITIES EASEMENT (O.R. BOOK 7167, PAGE 1768) (NORTH SIDE OF EASEMENT TO BE GRANTED AT TIME OF SITE PLAN REVIEW)

SECTION 25, TOWNSHIP 16 SOUTH

NOTE: CONTOUR DATA WAS DRAWN FROM COUNTY LIDAR MAP.

N88°35'02"E 977.22'
N88° 35' 02" E 704.23'
S88° 46' 13" W 527.24'
S88° 53' 43" W 664.85'
S86°48'13"W 527.24'(M)
S85°18'W 527.2'(PLAT)
S88°53'43"W (M)
S87°14'W(PLAT)

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE, 113
ORMOND BEACH, FL 32174
TEL (386) 673-7640
FAX. (386) 673-9927

CRACKER CREEK PUD CDP (PARCEL A)
PORT ORANGE, FLORIDA
EXISTING SITE CONDITIONS

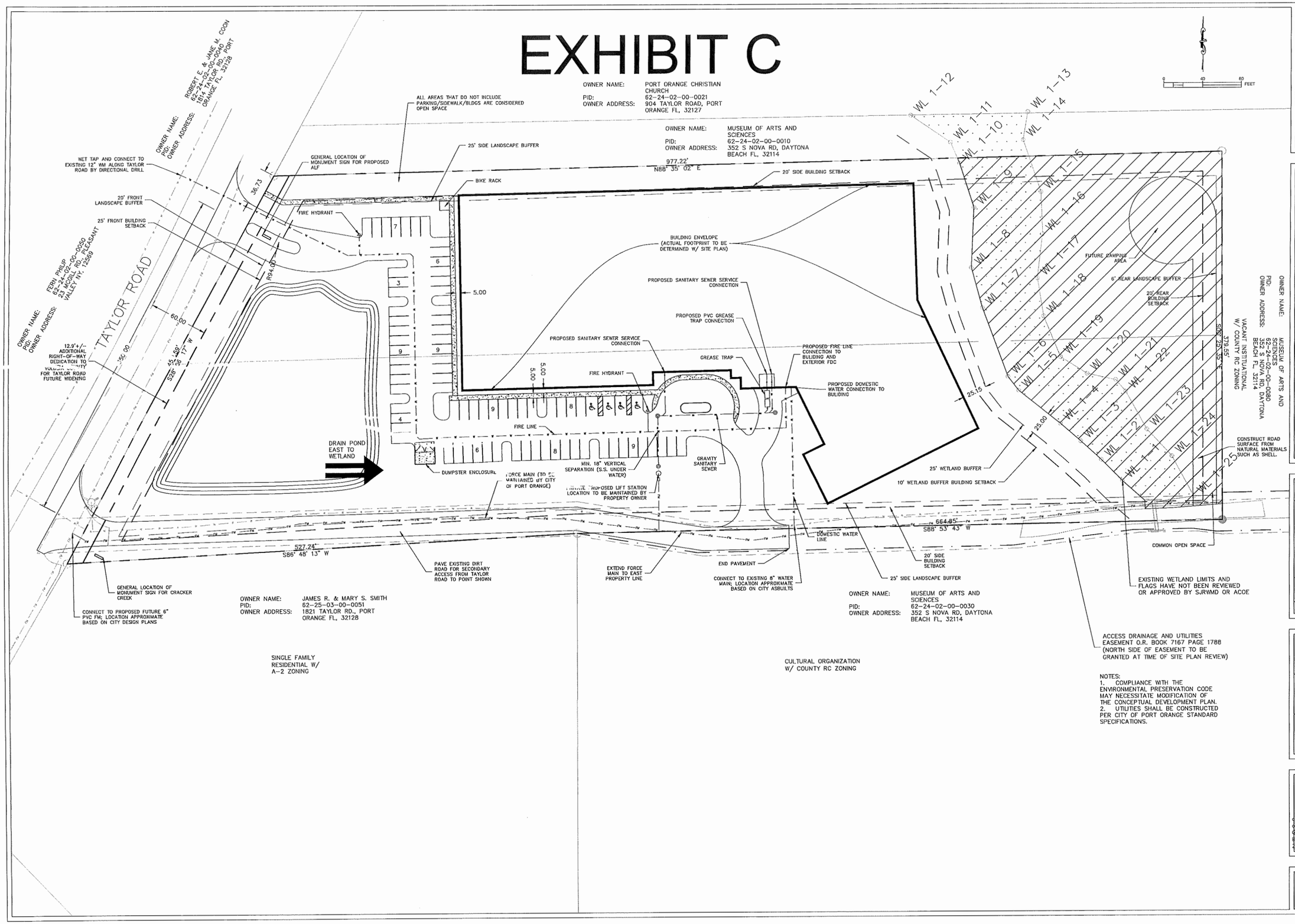
NO.	DATE	REVISION	BY

DESIGNER KAB	FILE 1603.1	DATE 8-19-16	
DRAWN BY CTB	PROJECT 1603-1	SCALE 1"=40'	

c=US, st=FL, l=ORMOND BEACH, o=The Alann Engineering Group, Inc., cn=Kimberly A. Buck, email=kab@ae-group.com
2016.08.18 08:36:38 -04'00'

SHEET
C001

EXHIBIT C



NOTES:
1. COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.
2. UTILITIES SHALL BE CONSTRUCTED PER CITY OF PORT ORANGE STANDARD SPECIFICATIONS.

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB5479
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 672-2445
FAX: (386) 673-3927

CRACKER CREEK PUD CDP (PARCEL A)
PORT ORANGE, FLORIDA
CONCEPTUAL DEVELOPMENT PLAN (EXHIBIT C)

NO.	DATE	REVISION	BY

DESIGNER KAB	FILE 1603.1	DATE 6-19-16	
DRAWN BY CTB	PROJECT 1603-1	SCALE 1"=40'	

c=US, st=FL, l=ORMOND BEACH, o=The Alann Engineering Group, Inc., cn=Kimberly A. Buck, email=kab@ae-group.com
2016.10.28 14:29:24 -04'00'
NOT VALID UNLESS SIGNED & SEALED

SHEET
C002

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: No

SUBJECT: Lakeside Community Center Fee Waiver Request - Sarah Good

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the fee waiver for Lakeside Center for the Ryan P. Basset scholarship fundraiser and authorize the Manager and City Clerk to execute the associated documents.

SUMMARY: Sarah Good is here tonight requesting a fee waiver in the amount of $639.00 for the use of the Lakeside Center for a charity event . She would like to use the center for a chili cook off to raise money for a scholarship in honor of Ryan P. Basset, a Spruce Creek High School student who passed away from a medical illness in January 2009. The $1000 scholarship is awarded to a Spruce Creek High School student in Ryan's name.
Attached for your review is the applicants application and invoice from the Parks & Recreation Department.

Staff does not recommend approval as it conflicts with the fee resolution and thus encourages other charity and non profit applicants to apply for a waiver decreasing revenue for the parks and recreation department and takes time away from the community center that could be otherwise rented out.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Lakeside application	Chili Cookoff.pdf
2.	Lakeside Invoice	Chili Cook Off Rental Invoice.pdf
3.	Ryan Bassett Bio	Ryan Bassett biography from the scholarship fund website.docx

Robin Fenwick	Created/Initiated - 11/03/2016
Susan Lovallo	Approved - 11/07/2016
M. Jake Johansson	Approved - 11/09/2016

CITY OF PORT ORANGE

LAKESIDE COMMUNITY CENTER APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 30 DAYS PRIOR TO THE EVENT

Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-322-5147

Please submit a check for $100.00 rendered to the City of Port Orange upon application

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individuals only)

Name: Sarah Good Email: sarahgoodsales@gmail.com

Address: 351 Freeman Street City: New Smyrna Beach State: FL Zip Code: 32168

Daytime Phone: 3868472522 Cell: 3868472522 Fax No: _____

Event Point of Contact: _____ POC Phone: _____

Company/Organization

Company/Organization Name: Ryan P Basset Memorial Scholarship Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Organization Website: http://ryanbassettscholarship.blogspot.com

Authorized Representative Point of Contact Name & Title: Leslie Bassett

POC Daytime Phone: _____ Cell: 3868526909 Fax No: _____

Charity Organization: Yes No
(Copy of 501(c)(3) Required)

Tax Exempt: Yes No
(Florida Exemption Certificate Required)

SECTION 2: EVENT INFORMATION

Date of Event: January 14, 2017 Name of Event: Ryan P Bassett Memorial Scholarship Chili Cook Off

Times: Set-Up/Assembly: 11-1 Event Hours: 1-4 Clean-Up: 4-5 Estimated Attendance: 100+

Describe Event: Event will be to get the community together to raise money for scholarship fund for seniors at Spruce Creek High school. It will be a public event in form of a chili cook off.

Please check the facility/facilities you will be utilizing:

Lakeside Community Center (Whole Building) X	Lawnview Community Room _____	Lakeview Conference Room _____	Lakeside Lawn _____	Concessions _____

SECTION 3: EVENT DETAILS

Please answer the following questions regarding your event:

Is the event Open to the Public?	X Yes	No	
Will your event be promoted/advertised?	X Yes	No	If yes, please describe all methods Radio, flyers
Will admission be charged for event (tickets, donations, solicitations)?	X Yes	No	If yes, detail cost per person and revenue sources $25 per chili cook entered and $5 per person to taste
Does your event have vendors selling or distributing food, beverages, services?	Yes	X No	If yes, who and what will be sold? _____
Will you be catering the event?	Yes	X No	If yes, who will be catering? _____
Will alcohol be served?	Yes	X No	
Will you need audiovisual equipment?	X Yes	No	If yes, what equipment will you need? microphone

The following activities/uses may require a permit, fee and/or additional documentation. Please check all that apply to your event.

X	Amplified sound	X	Live or recorded music		Live animals		Inflatable devices
	Stages	X	Additional power source	X	Tents/banners/signs		Commercial filming/photography

If you checked any of the above items, please provide a complete description of the activity or need.

May need microphone for announcements. Local musician as offered to play if allowed. Power sources for each chili contestant to plug in heat source. Contestants may bring their own sign or banner.

SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of $1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

Licensee Signature: Sarah Good **Date:** 11/03/2016

SECTION 5: RULES AND REGULATIONS

Deposits & Refunds

1. Applications must be received at least 30 days prior to the event.
2. A refundable reservation deposit of $100.00 is due when the application is submitted. To receive a full refund of the reservation deposit, written notification must be received within 30 days of rental.
3. All cancellations must be received in writing.
4. 100% of fees must be paid 14 days prior to the rental date.

Licensee Initials: SG

Lakeside Community Center Rules & Regulations

1. Lakeside Community Center is a non-smoking facility. Smoking is permitted in designated locations only.
2. Any damage or breakage shall be the responsibility of the lessee.
3. Lessees are responsible for the clean-up of the facility following their event and may be charged for excessive clean-up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area, or facility. The facility must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant. All trash must be deposited in the dumpster outside the building.
4. The lessee agrees to remove from the Lakeside Community Center any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
5. Permanent attachment of props or decorations by using screws, nails etc. is prohibited inside or outside the Center.
6. Caterers and food preparers must leave kitchen clean.
7. If lessee uses outdoor grills/fryers for cooking, plywood flooring must be used under cooking equipment and must cover 3 feet past the perimeter of equipment to prevent grease spills. All outdoor cooking equipment must sit outside of overhangs.
8. Birdseed, petals, rice, glitter, confetti, or any other item may not be used inside or thrown around the facility. Bubbles are permitted outside the building only.
9. Lessee must have building clean and vacated by 11:00pm.
10. Fog machines are not permitted inside the Lakeside Community Center.
11. No candles are to be lit inside the building or under any tents. Sparklers are not permitted inside or outside the facility.
12. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.

Licensee Initials: SG

Alcohol Rules & Regulations

Lakeside Community Center is committed to maintaining a healthy and safe facility for the use of community and private events. Alcohol abuse will not be tolerated under any circumstances. Private events must adhere to these rules and regulations that permit the responsible use of alcohol in moderation by persons of legal drinking age and in accord with these guidelines.

1. Consumption of alcohol is permitted inside Lakeside Community Center and on Lakeside Lawn only. There will be no consumption of alcohol near or on the Amphitheater. Alcohol must stay within the mapped boundaries of the Lakeside Community Center.
2. Advertising that highlights the availability of alcohol at an event is prohibited.
3. Event Staff reserve the right to check proof of age at any Lakeside Community Center event.
4. Misconduct or drunkenness will not be permitted and such actions shall be subject to police action. Lessee is responsible for the actions of all guests.
5. Alcohol is not permitted to be sold in any capacity during the event.
6. Individual or Catering company serving alcohol are responsible of making sure guests consuming alcohol are of age and are not being over served.
7. The type of alcohol dispenser (i.e. glass bottles, cans) may be limited based on the event.

Any events that are open to the public are required to fill out an additional alcohol application that is to be approved by the special event alcohol committee and may obtain additional fees, rules and regulations.

Licensee Initials: SG

As a representative of the event I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.

Licensee Signature: Sarah Good **Print Name:** Sarah Good **Date:** 11/03/2016

SECTION 6: LICENSEE ACKNOWLEDGEMENT

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: Sarah Good **Date:** 11/03/2016

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

LAKESIDE

community center

City of Port Orange

CITY OF PORT ORANGE
LAKESIDE COMMUNITY CENTER
1999 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5936
Fax: 386-322-5147

RENTAL RATES & FEES

Monday - Friday

Time	Entire Building	Lawnview Community Room	Lakeview Conference Room
Rate (Per Hour)	$75.00	$50.00	$30.00

Saturday, Sunday or Holidays

Time	Entire Building Only
Rate (Per Hour – Minimum 3 Hours)	$100.00

Monday - Sunday

Facility	Time	Rate
Lakeside Lawn	Per Hour	$10.00
Lakeside Concession (Non-profit; noncommercial only)	Per Day	$200.00

ADDITIONAL RENTAL FEES

Fees	Rate
Electrical Fee for Power Pedestals	$50.00/each
Security Deposit	$100.00
Alcohol Fee	$75.00

LAKESIDE
community center
City of Port Orange

CITY OF PORT ORANGE

1999 City Center Circle, Port Orange, FL 32129

Lakeside Community Center

Renter: Sarah Good
Event: Chili Cook Off
Rental Date: 1/14/2017
Phone: 386-847-2522
Date: 11/3/2016

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE
MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: TERESA LEONARD
4655 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Lakeside Community Center						
Rental 1/14/17	11 am - 5 pm	6	Hours	$ 100.00	$ 600.00	$ 39.00
						$ -

Total Fees	$ 600.00
Total Tax	$ 39.00
Invoice Total	$ 639.00
Amount Paid	$ -
BALANCE DUE	$ 639.00

In order to be exempt from tax please include your Tax Exempt form with payment

Ryan Bassett biography from the scholarship fund website:

Ryan was born 19 years ago with extensive health problems affecting his heart, lung, spine, and physical development. He was hospitalized off and on throughout his life, battled through many high-risk surgeries, and made friends with, and was well known to, many doctors and nurses at hospitals in Orlando, Miami, Tampa, Gainesville, and Daytona Beach, Florida.

Ryan made life-long friends with teachers, administrators, and students at all the schools he attended: South Daytona Elementary, Creekside Middle School, and Spruce Creek High School in Port Orange, Florida. Ryan never met a person he didn't like, and anyone who ever met Ryan couldn't help but like him. He was charismatic, gracious, happy, humble, and honest.

Ryan may have been born with many physical problems, but nothing ever compromised his mind. He was sharp and witty, driven and tenacious about his studies, and had a true thirst for knowledge. For the last six months of his life, Ryan was a straight A student of the Hospital /Homebound Program following heart repair surgery in July, 2008. Ryan was due to graduate May 23, 2009 and was looking forward to continuing his education at Daytona State College.

Unfortunately, Ryan lost his life-long battle and passed away on January 26, 2009 at Arnold Palmer Children's Hospital in Orlando, Florida. We are all better people for having known Ryan, and he will be forever missed, but never forgotten.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
NOVEMBER 1, 2016

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

Pledge of Allegiance

Invocation was given by Pastor Sheila Turner of A Touch of HIS Hem Ministries

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

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Mayor Green asked to amend the agenda to include a report from the SBA Representative.

Motion to approve agenda amendment to add the SBA report was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Items #9(a), 9(c), and 9(j) were pulled for further discussion.

Motion to approve the agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote

Adrianne Laneave, Public Affairs Specialist, discussed the services of the Small Business Association in the wake of Hurricane Matthew.

Debbie Connors, Port Orange/South Daytona Chamber of Commerce, introduced the Leadership Class of 2016.

SPECIAL AWARDS, REPORTS, RECOGNITION, AND PROCLAMATIONS

5. Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details of the course evaluation and financial reports as provided in writing.

CITIZEN PARTICIPATION (Agenda)

6. Update from Jim Terry, Halifax Health Child and Adolescent Behavioral Services Service Line Administrator

Jim Terry provided an update regarding the services provided by Halifax Health.

CITIZEN PARTICIPATION (Non-Agenda - 15 minutes)

Ted Noftall, citizen, expressed his disappointment with the storm debris clean up.

COUNCIL COMMENTS

7. Comments/Concerns from Council Members

Councilman Stiltner addressed the issue regarding the storm debris clean up. There were eight contractors who submitted a bid that was awarded by Council in July. The bidding requirements included the FEMA requirements.

Councilman Stiltner doesn't believe it would be right to move existing groups to fit the Port Orange Stallions into the fields. Councilman Stiltner reminded all of the Veteran's Ceremony on November 11, 2016 at 10 a.m. at Memorial Park.

Vice Mayor Bastian advised of a post on social media alleging the City Manager and three or more Council Members met in a secret meeting. He advised that he is not aware of the Council and City Manager did not meet in secret. None of the Council Members are aware of any secret meetings with the City Manager. The City Attorney and the City Manager are also not aware of any violation as alleged on social media.

Councilman Ford asked Staff to look into the debris removal plan and make an after action report for improvements in the future. He wants to work with FEMA. He asked for a report regarding the audit being done on the drainage accounts.

Mayor Green asked citizens to be patient with the storm debris removal. FEMA requirements are being followed in order to obtain the most reimbursement as possible.

CONSENT AGENDA

8. Approval of Minutes
    a. October 18, 2016 - Regular City Council Meeting
    b. October 25, 2016 - Joint Special Meeting/Workshop with Parks & Recreation Advisory Board
9. Bid Awards and Contract Items
    a. Waiver of Bid Irregularity and Award of Bid No. 16-30 Ryanwood Drive Culvert Replacement to Villages Construction, Inc.
    b. Award of Bid #16-29 Summer Trees Sidewalk Extension to Sparks Concrete LLC
    c. Task Authorization No. 5 to Dredging and Marine Consultants for Post Design Engineering Services for Riverwalk Park Phase 1B
    d. Change Order No. 1to Piggyback Agreement with USA Services of Florida, Inc.
    e. Award Bid #16-34 Pineland Avenue and Niver Street Stormwater Improvements
    f. Extension and Amendment of Wrecker Service Agreement with Universal Towing, Inc.
    g. Award of RFSQ #16-32 - Continuing Professional Engineering Services
    h. FY17 Expenditure Authorization for SunGard Public Sector, Inc.
    i. FY17 Expenditure Authorization for AT&T Mobility Wireless Communications Services & Equipment
    j. Task Authorization #5 to Traffic Engineering Data Solutions, Inc. (TEDS) for design of the N. Spruce Creek Road sidewalks
    k. FY17 Expenditure Authority for Brown and Brown for Property, Inland Marine, Crime, Excess Crime, and Equipment Breakdown coverage.
10. Resolution No. 16-57 - Park Naming Policy
11. Resolution No. 16-72 - Budget Appropriation
12. Resolution No. 16-73 - LAP Agreement for design of the N. Spruce Creek Road Sidewalks
13. Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road
14. Ratify FY16 Department expenditures in excess of $25,000

Ms. Roberts asked that 9(f) be pulled for further discussion.

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

Item #9(a) - Waiver of Bid Irregularity and Award of Bid No. 16-30 Ryanwood Drive Culvert Replacement to Villages Construction, Inc.

Mr. Noftall asked where the outlet is when the culvert is full. Andrew Giannini, Engineer, advised there is an easement to the backside of Ryanwood to Herbert Street. The property owners have been advised. Ruth Landau, citizen, has spoken with Mr. Giannini and has no issues with the project as presented.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #9(c) - Task Authorization No. 5 to Dredging and Marine Consultants for Post Design Engineering Services for Riverwalk Park Phase 1B

Councilman Ford asked for the numbers regarding design fees and engineering fees. Wayne Clark, Community Development Director, said the design fees are within 7.5% range.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #9(f) - Extension and Amendment of Wrecker Service Agreement with Universal Towing, Inc.

Ms. Roberts advised that the agreement permits an extension of one-year rather than six (6) months.

Motion to approve the extension for one-year was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #9(j) - Task Authorization #5 to Traffic Engineering Data Solutions, Inc. (TEDS) for design of the N. Spruce Creek Road sidewalks

Councilman Ford doesn't like the design fee of 13% for sidewalks. Mr. Clark advised that this is a LAP Agreement and is funds that come from outside agencies. The City is responsible for only $8,000 of the approximately $71,000. He said it's a narrow area and all State requirements need to be met to receive the grants.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Councilman Ford voting no.

REGULAR AGENDA

15. Resolution No. 16-74 - Utility Fee Adjustments for Hurricane Matthew Damage

Ms. Roberts provided details of changes to the Resolution as requested by Staff.

Mayor Green read Resolution No. 16-74.

RESOLUTION NO. 16-74

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING ADJUSTMENTS FOR UTILITY CHARGES INCLUDING POTABLE WATER, SANTIARY SEWER AND RECLAIMED WATER CHARGES INCURRED BETWEEN OCTOBER 6, 2016 AND ON OR ABOUT NOVEMBER 11, 2016 AS A RESULT OF DAMAGES TO PRIVATE PROPERTY FROM HURRICANE MATTHEW; AUTHORIZING THE ADJUSTMENTS IN A TOTAL AMOUNT NOT TO EXCEED THE CITY REQUIREMENTS FOR THE DEBT SERVICE RATIO FOR ALL OUTSTANDING BOND COVENANTS RELATING THERETO; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 16-74 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

16. Piggyback Agreement with Quentin L. Hampton Associates, Inc. for Engineering Services for a Stormwater Master Plan, Phase 1a

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Noftall asked what is being piggybacked. Mr. Johansson advised that the item allows for piggybacking the hourly rate of Quentin L. Hampton Associates, Inc. It was competitively bid by the City of Cocoa. He brought this to Council due to the extensive discussions by Council in the past; however, Council has authorized the City Manager to approve piggyback agreements.

Mike Gardner, citizen, believes the City has a master plan in utilities. Mr. Johansson advised that this is for stormwater, not sewer or water treatment and there is no master plan that accurately reflects what the City currently has and where it needs to go in the future.

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

17. Piggyback Agreement with Pegasus Engineering for Engineering Services for Stormwater Master Plan, Phase 1b

Motion to approve was made by Vice
Mayor Bastian, and Seconded by
Councilman Burnette.

Councilman Ford believes the use of an outside company is not the best plan. He would prefer to see it done in-house. He would like it to include input from employees.

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

<u>COMMENTS</u>

18. City Attorney Comments
    - Update and approval of FEMA request regarding debris removal from private streets/drives

Ms. Roberts provided a draft document for review prior to the November 15, 2016 Council meeting. The private roads must be mapped and an inspection is needed.

19. City Manager Comments

Mr. Johansson recommended Council consider not dealing with the FEMA requirements for reimbursement for the private road debris pick up because of all of the “red-tape” FEMA is requiring. Council agreed to move forward without FEMA reimbursement if needed. Councilman Ford suggested hiring a non-FEMA contractor to pick up on the private roads. Mr. Johansson will investigate that option, as well as others.

Motion to authorize the City Manager to
take all necessary actions to keep

additional trucks on the road if another contractor has resources available was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

COUNCIL COMMITIEE REPORTS

20. City Council Committee Reports
    a. River to Sea TPO – Councilman Ford reported on the hold on the Dunlawton Avenue streetlight grant due to rule changes. The project is being re-worked and will be resubmitted as required without delaying the project. Mr. Johansson said staff is looking for clarification on the rule change as well. Streetlights will be maintained by FDOT.
    b. General Employees' Pension Plan – Councilman Stiltner reported on the end of year rate of approximately 10%.
    c. YMCA – Councilman Stiltner was unable to attend the last meeting.

ADJOURNMENT: 8:03 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: Yes

SUBJECT: U.S. Department of Justice Bulletproof Vest Partnership (BVP)

DEPARTMENT: Police Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the Police Department's request and acceptance of Funds from the U.S. Department of Justice Bulletproof Vest Partnership Program.

SUMMARY: The Bulletproof Vest Partnership is a unique U.S. Department of Justice initiative designed to provide critical resources to state and local law enforcement. Every year, the Port Orange Police Department (POPD) applies for reimbursement of funds used to purchase bulletproof body armor for the police officers. In 2015, the Police Department spent $17,220.11 and was approved for a reimbursement of $4,007.21 from this program.

The Port Orange Police Department will seek funds from the program for Fiscal Year 2017. The Department of Justice may reimburse a maximum of 50% of the cost expended for bulletproof body armor. The POPD anticipates acquiring the equipment through a vendor contract and making application for reimbursement in an amount not to exceed $10,204.68.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	BVP Funds	BVP Funds.pdf

Debbie Grabowski	Created/Initiated - 10/28/2016
Thomas Grimaldi	Approved - 10/28/2016
Tracey Riehm	Approved - 11/08/2016
Margaret Roberts	Approved - 11/09/2016
M. Jake Johansson	Approved - 11/09/2016
Robin Fenwick	Final Approval - 11/10/2016

RECEIPT DRAWDOWN

Please see the following link for the vests that meet the latest NIJ standard and are eligible for BVP reimbursement.

Ballistic Vests: http://www.nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm

Stab Vests: http://www.nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm

REMINDER: BVP funds may be used for tactical-level armor. However, only one vest may be purchased per officer in a replacement cycle. If an agency purchases a tactical-level vest for an officer, it must be his or her primary vest. Jurisdictions cannot then use BVP funds to purchase a regular-duty vest for the same officer during the same replacement cycle.

Notice: Justice Assistance Grant (JAG) funds may not be used to pay for that portion of the bulletproof vest (50%) that is not covered by BVP funds. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

PAYMENT REQUEST SUMMARY

Request ID	115901
Total Cost	$17,220.11
Request Amount	$4,007.21
Status	Approved by BVP
Requested Date	05/06/2015
Processing Date	09/21/2015
Approved Date	03/07/2016

View Invoice Information

View Authorized Designee Information

AWARDS SUMMARY

Fiscal Year	Amount
2013 Regular Fund	$4,007.21

RECEIPT DRAWDOWN

Receipt ID	Quantity	Ordered Date	Total Cost	FY2013
230985	29	01/05/2015	$17,220.11	4,007.21

BACK

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: No

SUBJECT: Update Corporate Information for the Golf Club at Cypress Head, Inc.

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to dissolve the Golf Club at Cypress Head, Inc.

SUMMARY: This is a Joint Special Meeting of the Shareholders and the Directors of the Golf Club at Cypress Head, Inc. for the purpose of the shareholders to act upon the recommendation of the Board of Directors to dissolve the Golf Club at Cypress Head, Inc. In light of the formation of the Golf Advisory Board and the fact that the City no longer holds a liquor license, there is no longer a need for the corporate entity.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Outline for Joint Special Meeting 11.15.2016	Outline for Joint Special Meeting.pdf
2.	Notice of Joint Special Meeting	Notice of Special Joint Meeting.pdf
3.	Resolution	Reso. No. 16-1 - Golf Club.pdf
4.	Articles of Dissolution	Articles of Dissolution.pdf

Matthew Jones	Created/Initiated - 11/10/2016
Margaret Roberts	Approved - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

JOINT SPECIAL MEETING OF
SHAREHOLDERS AND DIRECTORS OF
GOLF CLUB AT CYPRESS HEAD, INC.
November 15, 2016

I call the Joint Special Meeting of the Shareholders and Meeting of the Board of Directors of GOLF CLUB AT CYPRESS HEAD, INC., to Order.

1. **Roll Call of the Shareholders: All Members of the City Council**:
   Drew Bastian, Don Burnette, Bob Ford, Allen Green, and Scott Stiltner

2. **Roll Call of the Board members:**

   Councilman Ford & Jake Johansson, City Manager

3. **Do I have a motion to accept the notice of meeting?**

   Second? Voice vote

4. **Do I have a motion to approve the Minutes of the January 5, 2016 meeting?**
   Second? Voice vote

5. **Do I have a motion from the Board of Directors to recommend to the shareholders to dissolve the Golf Club at Cypress Head Inc.?**

   Second? Voice vote.

6. **Is there any further business for the Board of Directors?**

   There being none, we will move on to shareholder business.

7. **Consideration and vote to consider waiving the annual meeting for 2016, there being no other business. Do I have a motion to waive the annual meeting for 2016?**
   Second? Voice vote.

8. **<u>Consideration and vote for dissolution</u>: The Board of Directors has recommended dissolution of the Golf Club at Cypress Head Inc. Do I have a motion to adopt a resolution dissolving the Golf Club at Cypress Head Inc. effective December 7, 2016?**

   Second? Voice vote

9. **Do I have any reports of officers or committees?**

10. **Is there any unfinished business or new business?**

11. Do I have a motion to ratify all action taken by the Board during the past year?

Second? Voice Vote

12. Is there any further business? There being none, this meeting is adjourned.

NOTICE OF JOINT SPECIAL MEETING
Of the Shareholders and the Directors of
GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida For-Profit Corporation
1000 City Center Circle, Port Orange, Florida

TO: <u>All Shareholders and Directors</u>

Pursuant to the provisions of Article II, Sections One and Two, Shareholders, and Article III, Board of Directors, of the Bylaws of**, GOLF CLUB AT CYPRESS HEAD, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Shareholders and of the Board of Directors shall be held on **Tuesday, November 15, 2016, at 6:30 p.m**., or as soon thereafter as the respective meetings may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

<u>Agenda for Board of Directors Meeting:</u>

1. Call to order
2. Recommendation to Shareholders to dissolve the Golf Club at Cypress Head, Inc.
3. Ratify all action taken by the Board during the past year;
4. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Board of Directors, the Shareholders shall consider and take action on the following items:

<u>Agenda for Meeting of Shareholders</u>:

5. Call to Order and Roll Call (all members of council);
6. Proof of Notice of Meeting;
7. Reading and disposing of any unapproved minutes;
8. Reports of officers, if any;
9. Reports of committees, if any;
10. Consideration and vote to dissolve the Golf Club at Cypress Head, Inc.
11. Adjournment of the Joint Special Meeting of Shareholders and the Board of Directors.

DATED: November 4, 2016

<u>/s/ Robin Fenwick for</u>
M. H. Johansson, Secretary/Treasurer

Copy to: Allen Green, Mayor
Scott Stiltner, Councilman
Donald Burnette, Councilman
Bob Ford, Councilman
Drew Bastian, Vice Mayor
M. H. Johansson, City Manager
Tracey Riehm, Finance Director
Alan Rosen, Assistant City Manager
Margaret T. Roberts, City Attorney

GOLF CLUB AT CYPRESS HEAD, INC.
RESOLUTION NO. 16-1

A RESOLUTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF THE GOLF CLUB AT CYPRESS HEAD, INC. DISSOLVING THE GOLF CLUB AT CYPRESS HEAD, INC. AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Golf Club at Cypress Head, Inc., is a Florida for profit corporation formed by the City of Port Orange, Florida to guide and advise on the City's interest in Cypress Head municipal golf course; and

WHEREAS, pursuant to the Bylaws of the Golf Club at Cypress Head, Inc. the Board of Directors and its Shareholders may vote to dissolve the Golf Club at Cypress Head, Inc.; and

WHEREAS, the articles of incorporation were file on August 31, 2001; and

WHEREAS, no assets of the Corporation, including but not limited to the liquor license, remain after winding up; and

WHEREAS, no corporate debts remain unpaid and the financial records are ready to be closed; and

WHEREAS, upon recommendation by the Board of Directors, the Shareholders at a joint special meeting held on November 15, 2016, at 1000 City Center Circle, Port Orange, Florida, the Shareholders voted to dissolve the Corporation;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AND THE SHAREHOLDERS OF THE GOLF CLUB AT CYPRESS HEAD, INC., AS FOLLOWS:

Section 1. The Golf Club at Cypress Head, Inc. is hereby dissolved in accordance with Section 607.1402, Florida Statutes.

Section 2. This resolution shall become effective December 7, 2016.

GOLF CLUB AT CYPRESS HEAD, INC.

By: _____
Robert Ford, President

ATTEST:

_____
Michael H. Johansson, Secretary

Adopted on the _____ day of _____, 2016.

Reviewed and Approved: _____
City Attorney

ARTICLES OF DISSOLUTION
OF
Golf Club of Cypress Head, Inc.

Pursuant to Section 607.1402 of the Florida Statutes, the undersigned Corporation adopts these Articles of Dissolution:

FIRST: The name of the Corporation is **Golf Club at Cypress Head, Inc**.

SECOND: The articles of incorporation were file on August 31, 2001.

THIRD: The date of dissolution was authorized November 15, 2016.

FOURTH: The effective date of dissolution is December 7, 2016.

FIFTH: No assets of the Corporation remain after winding up.

SIXTH: No corporate debts remain unpaid and the financial records are ready to be closed.

SEVENTH: Upon recommendation by the Board of Directors, a majority of the Shareholders voted to dissolve the Corporation.

Dated: _____

Golf Club at Cypress Head, Inc.
A Florida corporation

By: _____
Robert Ford, President & Director

By: _____
Michael H. Johansson,
Secretary/Treasurer & Director

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: Yes

SUBJECT: Application for FEMA AFG Grant for Purchase of P25 Compliant Radios and diesel particulate removal systems.

DEPARTMENT: Fire/Rescue Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to allow Port Orange Fire & Rescue to apply for both 2017 AFG grants.

SUMMARY: Port Orange Fire & Rescue intends to apply for two separate grants for the 2017 Assistance to Firefighters Grant (AFG) thru FEMA.

Grant #1 will be for a diesel particulate removal system for all Port Orange fire stations. The cost of this system is estimated to be around $70,000. Staff estimates that the City's match for this grant will be 10% or $7,000.

Grant #2 is a Regional application, including the cities of DeLand, South Daytona, New Smyrna Beach, Holly Hill and Port Orange to purchase P25 compliant portable radios for the Port Orange Fire Rescue (POFR) Department. The estimated cost of the radios is $273,000. Staff estimates that the City's match for this grant will be 10%, or $27,300. It is expected that these grants will not be awarded until late summer or early fall 2017. Therefore the purchase of these items may not be completed until Fiscal Year 2018 and the match for these grants can be budgeted for next year. The City has not budgeted for these items in the current fiscal year. The total match for both grants (if awarded) will be $34,300.

The deadline to apply is November 18, 2016.

Project No.:	Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 11/07/2016
Ken Fustin	Approved - 11/08/2016
Tracey Riehm	Approved - 11/09/2016
M. Jake Johansson	Approved - 11/09/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: Yes

SUBJECT: Resolution No. 16-76 - FY16 Budget Execution Review

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-76.

SUMMARY:

City staff has completed a review of the budget execution for the fiscal year ending September 30, 2016 . The attached budget resolution provides for the recognition of the budget changes recommended based on this review.

Staff recommends approval of the attached Resolution. Please see the attachments for specific detail.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-76	Reso. No. 16-76.pdf

Lisa Pallante	Created/Initiated - 11/09/2016
Tracey Riehm	Approved - 11/09/2016
Margaret Roberts	Approved - 11/09/2016
M. Jake Johansson	Approved - 11/09/2016
Robin Fenwick	Final Approval - 11/10/2016

RESOLUTION NO. 16-76

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS FOR VARIOUS CITY OPERATIONS; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Port Orange has approved the Budget Execution review; and

WHEREAS, the City Council desires to appropriate the funds related to operations and capital projects shown in the Budget Execution Review, and to set forth, appropriate and change appropriations of certain revenues and expenses.

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

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

Section 2. The Operating and Capital Budget items adopted in the preceding section shall govern the expenditures relating to such operations and projects for the City during the fiscal year effective October 1, 2015 through September 30, 2016.

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 ALLEN GREEN

ATTEST:

_____
Robin Fenwick, CMC, City Clerk

Adopted on the day of

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

COMPOSITE EXHIBIT A

Resolution No. 16-76

FY2016 General Fund (#001)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
Transfer from Emergency Relief Fund 108	212,500
Transfer from General Obligation (G.O.) Sinking Fund 203	4,200
Transfer from Consolidated Dispatch Fund 632	10,900
Appropriated Equity	(227,600)
TOTAL REVENUES:	-
EXPENDITURES:	
	-
	-
	-
	-
TOTAL EXPENDITURES:	-

*To account for the closing of Fund 108 Emergency Relief, Fund 203 G.O. Sinking and Fund 632 Consolidated Dispatch. All three funds are being consolidated into the General Fund.

COMPOSITE EXHIBIT A

Resolution No. 16-76

FY2016 **Emergency Relief Fund (#108)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	212,500
TOTAL REVENUES:	212,500
EXPENDITURES:	
Transfer to General Fund	212,500
TOTAL EXPENDITURES:	212,500

*To transfer remaining funds to the General Fund 001 and close Fund 108.

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **G.O. Sinking Fund (#203)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	**4,200**
TOTAL REVENUES:	**4,200**
EXPENDITURES:	
Transfer to General Fund 001	**4,200**
TOTAL EXPENDITURES:	**4,200**

***To transfer remaining funds to the General Fund 001 and close Fund 203.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2006 & 2016 General Obligation (G.O.) Bond Debt Service Fund (#214)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Bond Premium	1,063,353
Refunding Bond Proceeds	12,805,958
TOTAL REVENUES:	13,869,311
EXPENDITURES:	
Deposit to Escrow	13,807,115
Issuance Costs	62,196
TOTAL EXPENDITURES:	13,869,311

***To record the 2016 General Obligation (G.O.) Bonds which refunded the 2006 G.O. Bonds.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2007 Town Center Bond Debt Service Fund (#218)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Transfer from 2007 Town Center Construction Bond Fund 318	**340**
Appropriated Equity	**(340)**
TOTAL REVENUES:	**-**
EXPENDITURES:	
	-
TOTAL EXPENDITURES:	**-**

***To close Fund 318 and transfer remaining balance into the 218 Town Center Bond Debt Service Fund.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2004 Capital Improvement Bond Fund (#307)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	**500**
TOTAL REVENUES:	**500**
EXPENDITURES:	
Transfer to 2014 Capital Improvement Bond Fund 320	**500**
TOTAL EXPENDITURES:	**500**

***To transfer remaining funds to the 2014 Capital Improvement Bond Construction Fund 320 and close Fund 307.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **Transportation Impact Fee (#312)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Commercial Transportation Impact Fees	**2,800**
TOTAL REVENUES:	**2,800**
EXPENDITURES:	
Public Works	**2,800**
TOTAL EXPENDITURES:	**2,800**

***Additional administrative fees due to greater than anticipated revenue.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2007 Town Center Bond Construction Fund (#318)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	340
TOTAL REVENUES:	340
EXPENDITURES:	
Transfer to 2007 Town Center Debt Srvc Fund 218	340
TOTAL EXPENDITURES:	340

***To transfer remaining funds to the 2007 Town Center Debt Service Fund 218 and close Fund 318.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2014 Capital Improvement Bond Construction Fund (#320)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Transfer from 2004 Capital Improvement Bond Fund 307	500
Appropriated Equity	(500)
TOTAL REVENUES:	-
EXPENDITURES:	
	-
TOTAL EXPENDITURES:	-

*To close Fund 307 and transfer remaining balance into the 2014 Capital Improvement Bond Construction Fund 320.

COMPOSITE EXHIBIT A

Resolution No. 16-76

FY2016 Water Sewer Bond Debt Service Fund (#402)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	2,564,678
TOTAL REVENUES:	2,564,678
EXPENDITURES:	
Transfer to 2012 Water Sewer Debt Service Fund 417	2,564,678
TOTAL EXPENDITURES:	2,564,678

*To transfer remaining funds from the Water Sewer Bond Debt Service Fund 402 to the 2012 Water Sewer Debt Service Fund 417 and close Fund 402.

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **W/S Impact Fund (#405)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Residential Water Impact Fees	119
TOTAL REVENUES:	119
EXPENDITURES:	
Non-Departmental	119
TOTAL EXPENDITURES:	119

***Additional administrative fees due to greater than anticipated revenue.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **2012 Water Sewer Debt Service Fund (#417)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Transfer from the Water Sewer Bond Debt Service Fund 402	**2,564,678**
Appropriated Equity	**(2,564,678)**
TOTAL REVENUES:	**-**
EXPENDITURES:	
	-
TOTAL EXPENDITURES:	**-**

***To transfer remaining funds from the Water Sewer Bond Debt Service Fund 402 to the 2012 Water Sewer Debt Service Fund 417 and close Fund 402.**

COMPOSITE EXHIBIT A **Resolution No. 16-76**

FY2016 **Consolidate Dispatch Fund (#632)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	10,900
TOTAL REVENUES:	10,900
EXPENDITURES:	
Transfer to General Fund 001	10,900
TOTAL EXPENDITURES:	10,900

***To transfer remaining funds to the General Fund 001 and close Fund 632.**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: Yes

SUBJECT: Resolution No. 16-77 - FY17 Budget Encumbrance and Project Carryover Appropriation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-77.

SUMMARY:

Budget appropriations lapsed when the City's fiscal year ended on September 30, 2016. The attached Resolution re-establishes appropriations for funding open purchase orders and capital projects that were either not completed or started by the fiscal year end. These carryover appropriation re-establish proper budget funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-77	Reso. No. 16-77.pdf

Lisa Pallante	Created/Initiated - 11/10/2016
Tracey Riehm	Approved - 11/10/2016
Margaret Roberts	Approved - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

RESOLUTION NO. 16- 77

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT CARRY OVER FUNDS FROM FISCAL YEAR 2016 TO FISCAL YEAR 2017 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain additional projects initiated prior to the fiscal year commencing October 1, 2016, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The project carry over funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for the fiscal year 2017 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2016 through September 30, 2017.

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

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

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin Fenwick, CMC, City Clerk

Adopted on the day of

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

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 General Fund (#001)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	479,955
TOTAL REVENUES:	479,955
EXPENDITURES:	
Non Departmental	270,256
City Clerk	25,000
Community Development	14,432
Fire Department	43,698
Police Department	27,451
Public Works	16,121
Parks Maintenance	66,606
Recreation	3,701
Administration/pogTV	12,690
TOTAL EXPENDITURES:	479,955

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Eastport (#102)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**17,116**
TOTAL REVENUES:	**17,116**
EXPENDITURES:	
Non-Departmental	**17,116**
TOTAL EXPENDITURES:	**17,116**

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Town Center (#103)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
FIND Grant VO-PO-14-106	20,892
FIND Grant VO-PO-15-107	217,280
ECHO Grant 15-10	392,605
APPROPRIATED EQUITY	89,692
TOTAL REVENUES:	720,469
EXPENDITURES:	
Non-Departmental	720,469
TOTAL EXPENDITURES:	720,469

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Recreation Facilities (#106)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**48,111**
TOTAL REVENUES:	**48,111**
EXPENDITURES:	
Non-Departmental	**48,111**
TOTAL EXPENDITURES:	**48,111**

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Building Special Revenue (#109)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	330,798
TOTAL REVENUES:	330,798
EXPENDITURES:	
CD Building	330,798
TOTAL EXPENDITURES:	330,798

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **CDBG Special Revenue (#110)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Federal grants	**77,194**
TOTAL REVENUES:	**77,194**
EXPENDITURES:	
CDBG Expense	**77,194**
TOTAL EXPENDITURES:	**77,194**

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Capital Projects Fund #(301)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**2,056,286**
TOTAL REVENUES:	**2,056,286**
EXPENDITURES:	
Public Works	**2,056,286**
TOTAL EXPENDITURES:	**2,056,286**

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Transportation Capital Projects Fund (306)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	213,495
TOTAL REVENUES:	213,495
EXPENDITURES:	
Public Works	213,495
TOTAL EXPENDITURES:	213,495

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Fire Impact Fee Fund (311)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	177
TOTAL REVENUES:	177
EXPENDITURES:	
Fire Services	177
TOTAL EXPENDITURES:	177

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Transportation Impact Fee Fund (#312)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
FDOT LAP Revenue 4336661586801	16,025
FDOT LAP Revenue 43550013801	11,011
FDOT LAP Revenue 43553613801	73,773
APPROPRIATED EQUITY	522,638
TOTAL REVENUES:	623,447
EXPENDITURES:	
Public Works	623,447
TOTAL EXPENDITURES:	623,447

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **2006 GO Bond Construction (#314)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	1,073,525
TOTAL REVENUES:	1,073,525
EXPENDITURES:	
Non-Departmental	1,073,525
TOTAL EXPENDITURES:	1,073,525

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Parks & Rec. Capital Projects Fund #(315)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	40,963
TOTAL REVENUES:	40,963
EXPENDITURES:	
PARKS & REC CAPITAL PROJECTS	40,963
TOTAL EXPENDITURES:	40,963

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **2006 ECO DEV BOND FUND #(316)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	13,219
TOTAL REVENUES:	13,219
EXPENDITURES:	
NON-DEPARTMENTAL	13,219
TOTAL EXPENDITURES:	13,219

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 General Capital Projects Fund #(317)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
ECHO Grant - Coraci Athletic Complex	156,423
FDOT JPA 43785415801	850,000
FDOT JPA 43785815801	500,000
APPROPRIATED EQUITY	2,582,375
TOTAL REVENUES:	4,088,798
EXPENDITURES:	
NON-DEPARTMENTAL	4,088,798
TOTAL EXPENDITURES:	4,088,798

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 2014 Capital Imprv. Bond Construction Fund (#320)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	1,991,812
TOTAL REVENUES:	1,991,812
EXPENDITURES:	
NON-DEPARTMENTAL	1,991,812
TOTAL EXPENDITURES:	1,991,812

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Water Sewer Operating Fund (#401)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	1,492,702
TOTAL REVENUES:	1,492,702
EXPENDITURES:	
Customer Service	4,668
Water Production	13,860
Non-Departmental	220,000
Sewer Production	1,062,270
Meter Division	21,458
Water/Sewer Distribution	122,233
Lab	2,802
Administration	42,824
Warehouse	2,587
TOTAL EXPENDITURES:	1,492,702

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **WS R&R Fund (#403)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
SJRWMD Grant for White Acres	503,511
APPROPRIATED EQUITY	2,871,420
TOTAL REVENUES:	3,374,931
EXPENDITURES:	
Water Production	730,237
Non-Departmental	750,000
Wastewater Treatment	761,962
Wastewater Treatment - Grants	478,659
Meter Division	41,977
Water/Sewer Distribution	612,096
TOTAL EXPENDITURES:	3,374,931

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **WS Impact Fund (#405)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	1,791,261
TOTAL REVENUES:	1,791,261
EXPENDITURES:	
Water Production	158,552
Wastewater Treatment	1,221,044
Wastewater Collection	72,608
Water/Sewer Distribution	339,057
TOTAL EXPENDITURES:	1,791,261

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Solid Waste Fund (#410)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	16,000
TOTAL REVENUES:	16,000
EXPENDITURES:	
Solid Waste	16,000
TOTAL EXPENDITURES:	16,000

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Drainage Fund (#412)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
DEP Grant LP64041 - Cambridge Canal	506,537
White Acres Grant Revenue	584,609
APPROPRIATED EQUITY	2,069,478
TOTAL REVENUES:	3,160,624
EXPENDITURES:	
Drainage	3,160,624
TOTAL EXPENDITURES:	3,160,624

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Wetland Mitigation Fund (#416)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	125,362
TOTAL REVENUES:	125,362
EXPENDITURES:	
Wetland Mitigation	125,362
TOTAL EXPENDITURES:	125,362

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Forestry Fund (#420)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	84,832
TOTAL REVENUES:	84,832
EXPENDITURES:	
Forestry	84,832
TOTAL EXPENDITURES:	84,832

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Water and Sewer Deferred Construction (421)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	23,839
TOTAL REVENUES:	23,839
EXPENDITURES:	
Wastewater Collection	721
Water/Sewer Distribution	23,118
TOTAL EXPENDITURES:	23,839

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Golf Course Fund (#450)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	8,654
TOTAL REVENUES:	8,654
EXPENDITURES:	
Non-Departmental	8,654
TOTAL EXPENDITURES:	8,654

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Golf Course Capital Fund (#451)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	128,048
TOTAL REVENUES:	128,048
EXPENDITURES:	
Non-Departmental	128,048
TOTAL EXPENDITURES:	128,048

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Information Technology Fund (#501)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	55,055
TOTAL REVENUES:	55,055
EXPENDITURES:	
Information Technology	55,055
TOTAL EXPENDITURES:	55,055

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Vehicle Maintenance Fund (#503)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	17,105
TOTAL REVENUES:	17,105
EXPENDITURES:	
Vehicle Maintenance	17,105
TOTAL EXPENDITURES:	17,105

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Risk Management Fund (#504)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	10,656
TOTAL REVENUES:	10,656
EXPENDITURES:	
Non-Departmental	10,656
TOTAL EXPENDITURES:	10,656

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Lease & Replacement Fund (#505)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	2,356,331
TOTAL REVENUES:	2,356,331
EXPENDITURES:	
Capital Expenditures	2,356,331
TOTAL EXPENDITURES:	2,356,331

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Building Maintenance Fund (#506)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	108,906
TOTAL REVENUES:	108,906
EXPENDITURES:	
Building Maintenance Dept	108,906
TOTAL EXPENDITURES:	108,906

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Police Forfeiture Fund (#607)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	4,926
TOTAL REVENUES:	4,926
EXPENDITURES:	
Police Services	4,926
TOTAL EXPENDITURES:	4,926

COMPOSITE EXHIBIT A **Resolution No. 16-77**

FY2017 **Fire Program Fund (#609)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	17,236
TOTAL REVENUES:	17,236
EXPENDITURES:	
Fire Services	17,236
TOTAL EXPENDITURES:	17,236

COMPOSITE EXHIBIT A

Resolution No. 16-77

FY2017 Recreation Impact Fund (#611)
PREPARED: November 8, 2016
FINANCE: Lisa Pallante

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	50,000
TOTAL REVENUES:	50,000
EXPENDITURES:	
Recreation Dept.	50,000
TOTAL EXPENDITURES:	50,000

Open Encumbrance and Project Balance Carryover Listing from FY16 to FY17

Sorted by Account Number

Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
001-1000-519.31-13	2,346.00		DJ DESIGN, INC.	071113	3/8/2016	0256520	2,346.00
001-1000-519.31-13	2,000.00		SOUTHERN APPRAISAL CORPORATION	071506	8/22/2016	0250652	2,000.00
001-1000-519.31-13	6,367.00		GABRIEL ROEDER SMITH & COMPANY	071512	8/22/2016	0258486	6,367.00
001-1000-519.31-13	44,650.00	AIO004	CD RIVERWALK PROJECT				
001-1000-519.31-13	50,000.00	ZMI061	FN IndpActuaryRvw Pension				
001-1000-519.31-13	6,500.00	ZMI064	CM LandMgmtApplClean-Up				
001-1000-519.49-16	3,351.00	ZMI003	CM CITY TELEVISION STA				
001-1000-519.52-17	12,704.00	ZCV002	CM HISTORIC TREE MITIGATN				
001-1000-519.52-19	395.00	AIO021	CM YOUTH ADVISORY BOARD				
001-1000-519.52-19	4,415.00	QPC046	R Veteran'sPrkBrick/TreeP				
001-1000-519.63-97	100,850.00	ZCV002	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	100,850.00
001-1000-519.63-97	2,200.00	IMI008	CD TrafCtrlImpr SunsetCv				
001-1000-519.64-00	34,478.00	ZMI003	CM CITY TELEVISION STA				
Non-Departmental Total:	**270,256.00**						
001-1500-513.34-14	25,000.00	ZMI063	CM Clrk RecordsConversion				
City Clerk Total:	**25,000.00**						
001-1902-515.34-14	5,617.25		DOWN TO EARTH TRUCKING INC.	071588	9/21/2016	0258176	5,617.25
001-1902-515.64-15	2,040.00		SUNGARD PUBLIC SECTOR, INC.	071290	5/26/2016	0258556	2,040.00
CD Code Enforcement Total:	**7,657.25**						
001-1903-515.31-13	4,800.00		QUENTIN L. HAMPTON ASSOC.,INC.	069652	10/1/2015	0178309	4,800.00
001-1903-515.31-13	1,975.00		ATS LAND SURVEYING LLC	071453	8/3/2016	0259168	1,975.00
CD Engineering Total:	**6,775.00**						
001-3100-522.31-13	11,000.00		THE JTS ASSOCIATION INC	071447	7/28/2016	0259439	11,000.00
001-3100-522.34-14	1,800.00	FIR015	GILES ELECTRIC COMPANY, INC	071601	9/30/2016	0072879	1,800.00
001-3100-522.34-14	3,050.00	FIR015	FLAIR SERVICE INC	071603	9/30/2016	0063962	3,050.00
001-3100-522.34-14	3,468.00	FIR015	OVERHEAD DOOR CO OF DAYTONA BEACH	071604	9/30/2016	0258764	3,468.00
001-3100-522.34-14	1,482.00	FIR015	F FS73 Interior Renovatns				
001-3100-522.40-10	1,499.91		FIVE ALARM LEADERSHIP LLC	071531	8/25/2016	0259509	1,499.91
001-3100-522.46-16	3,408.00	FIR015	F FS73 Interior Renovatns				
001-3100-522.49-14	6,660.69		CAPITAL OFFICE PRODUCTS	071548	9/6/2016	0251366	6,660.69
001-3100-522.49-14	9,300.83	FIR012	F Relocate EOC to New PD				
001-3100-522.52-16	320.08		BOUND TREE MEDICAL	071491	8/16/2016	0256997	320.08
001-3100-522.52-17	340.60	FIR001	F EMS TRAINING PROGRAMS				
001-3100-522.52-18	1,367.50	FIR002	F SHARPS PROGRAM				
Fire Rescue Total:	**43,697.61**						
001-3200-521.49-20	1,737.75		G T DISTRIBUTORS INC	071517	8/23/2016	0259489	1,737.75
001-3200-521.49-20	4,754.00		EYEON LLC	071522	8/23/2016	0259507	4,754.00
001-3200-521.49-20	3,304.35		G T DISTRIBUTORS INC	071530	8/25/2016	0259489	3,304.35
001-3200-521.52-00	11,691.80		LAWMEN'S AND SHOOTERS' SUPPLY	071226	4/27/2016	0250191	11,691.80
001-3200-521.52-12	1,360.80		G T DISTRIBUTORS INC	071530	8/25/2016	0259489	1,360.80
001-3200-521.52-12	1,961.50		GALLS INC.	071573	9/16/2016	0252132	1,961.50
001-3200-521.52-12	2,640.60		CRYE PRECISION LLC	071580	9/19/2016	0259526	2,640.60
Police Total:	**27,450.80**						

Open Encumbrance and Project Balance Carryover Listing from FY16 to FY17

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Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
001-4300-541.34-14	1,750.00		T & K ENTERPRISES OF VOLUSIA CTY	071391	7/11/2016	0255570	1,750.00
001-4300-541.44-10	5,564.36		MODULAR SPACE CORPORATION	071587	9/21/2016	0259518	5,564.36
001-4300-541.49-20	4,755.00		AMERICAN SIGNAL COMPANY	071576	9/19/2016	0258303	4,755.00
001-4300-541.52-00	1,729.00		GRAINGER, INC.	071591	9/22/2016	0228630	1,729.00
001-4300-541.52-12	1,839.00		MID FLORIDA SPORTSWEAR,INC.	071607	9/30/2016	0250380	1,839.00
001-4300-541.53-00	483.42		SAMSULA WASTE INC.	071098	2/25/2016	0258286	483.42
Public Works Total:	**16,120.78**						
001-4400-572.34-14	7,000.00		D.G. MEYER, INC.	071600	9/29/2016	0252842	7,000.00
001-4400-572.49-20	1,380.00	QPC054	PRIDE ENTERPRISES/UNION FRSTRY	071581	9/19/2016	0258597	1,380.00
001-4400-572.49-20	11,445.34	QPC054	R PARKS FURNISHINGS				
001-4400-572.52-18	2,444.00		SWARTZ ASSOCIATES INC	071532	8/25/2016	0256267	2,444.00
001-4400-572.63-97	15,000.00	QPC063	R Court Renovations				
001-4400-572.63-97	4,937.00	QPC067	R Fence,Dugout,Bkstp Rplc				
001-4400-572.64-00	14,400.00	QPC045	R SCOREBOARD REPLACEMENT				
001-4400-572.64-00	10,000.00	QPC069	R Gym Bleacher Rplcmnt				
Parks Maintenance Total:	**66,606.34**						
001-5100-572.49-19	3,201.00	QPC059	R ParksFoundationCreation				
001-5100-572.52-19	500.00	QPC065	R Outdoor Public Art				
Recreation Total:	**3,701.00**						
001-7000-519.64-15	12,690.00	ZMI003	CM CITY TELEVISION STA				
pogTV Total:	**12,690.00**						
General Fund Grand Total:	**479,954.78**						
102-1000-552.63-00	9,026.00	TIF004	T EASTPORT ENTRY SIGNAGE				
102-1000-552.83-00	8,090.00	TIF006	T Pie Guy Incentive				
Eastport Total:	**17,116.00**						
103-1000-552.52-00	322.00	AIO004	CD RIVERWALK PROJECT				
103-1000-552.61-00	3,265.00	AIO004	CD RIVERWALK PROJECT				
103-1000-552.61-00	2,621.35	TIF007	T Penna Court Motel Prope				
103-1000-552.63-97	40.00	AIO004	DMC DREDGING & MARINE CONSULTANTS	069362	10/1/2015	0257612	40.00
103-1000-552.63-97	710,645.00	AIO004	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	710,645.00
103-1000-552.63-97	3,575.40	AIO004	CD RIVERWALK PROJECT				
Town Center Total:	**720,468.75**						
106-1000-572.31-13	12,770.00		MARK DOWST & ASSOCIATES INC.	065948	10/1/2015	0254699	12,770.00
106-1000-572.46-15	4,700.00		DALLER HARDWOOD FLOORS,INC.	071514	8/22/2016	0258209	4,700.00
106-1000-572.46-15	1,044.00	QPC020	R YMCA REPAIRS				
106-1000-572.46-16	4,987.00		COMMERCIAL CONSTRUCTION INC.	071494	8/18/2016	0257917	4,987.00
106-1000-572.63-97	11,610.00	QPC049	R YMCA AC REPLACEMENTS				
106-1000-572.63-97	13,000.00	QPC070	R YMCA VCT Tile/Hallways				
Recreation Facilities Total:	**48,111.00**						
109-1901-515.31-13	22,500.00	ZMI064	CM LandMgmtApplClean-Up				
109-1901-515.64-15	4,080.00		SUNGARD PUBLIC SECTOR, INC.	071290	5/26/2016	0258556	4,080.00
109-1901-515.64-15	304,218.00	ZMI057	CD AvolveProjectDoxPlansR				
Building Special RV Total:	**330,798.00**						
110-1904-554.63-97	67,194.00	CDBG06	CM CDBG ROAD REPAIR				
110-1904-554.63-97	10,000.00	CDBG07	CM Audible Pedstrn Signal				
CDBG Total:	**77,194.00**						

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301-4300-541.31-13	1,110.00		ATS LAND SURVEYING LLC	071313	6/13/2016	0259168	1,110.00
301-4300-541.31-13	80,000.00	POL040	P Rd PavementInvCondAsmnt				
301-4300-541.31-63	50,000.00	OMI001	P OAK ST RR CROSSING				
301-4300-541.31-63	50,000.00	OMI002	P CHARLES ST RR CROSSING				
301-4300-541.46-03	26,071.90	IMI003	P EMG TRAFFIC CONTROL SYS				
301-4300-541.53-63	880.00	IMI006	ATS LAND SURVEYING LLC	071283	5/25/2016	0259168	880.00
301-4300-541.53-63	30,265.46	IMI001	P SIGNAGE				
301-4300-541.53-63	57,288.96	IMI002	P STREET STRIPING				
301-4300-541.53-63	69,120.00	IMI006	P GUARDRAIL REPAIRS				
301-4300-541.53-63	38,643.25	OMI007	P SIDEWALK MAINTENANCE				
301-4300-541.63-97	3,330.46	AIO016	QUENTIN L. HAMPTON ASSOC.,INC.	071302	6/8/2016	0178309	3,330.46
301-4300-541.63-97	234,154.29	POL041	HALIFAX PAVING, INC.	071445	7/28/2016	0080700	234,154.29
301-4300-541.63-97	138,402.00	AIO016	CD Dunlawton Walk Light				
301-4300-541.63-97	169,000.00	DIP062	P Ryanwood Drain Imprvmnt				
301-4300-541.63-97	2,000.00	IMI011	CD Dunlwtn WB R TurnLane				
301-4300-541.63-97	1,552.00	OMI024	P MISC NEW SIDEWALKS				
301-4300-541.63-97	725,000.00	PNC007	P YORKTOWNE MDL SEGMENT				
301-4300-541.63-97	131,686.00	PNC011	P YORKTOWNE SO SEGMENT				
301-4300-541.63-97	44,161.00	POL041	P FY16 Road Program				
301-4300-541.63-97	172,621.00	TIF002	T TWN CTR MEDIAN IMPRV				
301-4300-541.63-97	11,000.00	ZMI046	CD LED TRAFFIC LIGHT REPL				
301-4300-541.64-15	19,350.00	DIP064	LUCITY INC	070437	10/1/2015	0259264	19,350.00
301-4300-541.64-15	650.00	DIP064	P Asset Mgmt Software Sys				
Capital Projects Total:	**2,056,286.32**						
306-4300-541.63-00	213,495.00	PNC008	P DUNLAWTON/TAYLOR/YORKTO				
Trans. Capital Projects Total:	**213,495.00**						
311-3100-522.64-00	177.00	FIR005	F THERMAL IMAGING CAMERAS				
Fire Impact Fee Total:	**177.00**						

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Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
312-4300-541.31-63	6,858.00	OMI015	P CLYDE MORRIS SIDEWALK				
312-4300-541.31-63	2,685.00	OMI016	P HERBERT SHOULDER/SWALK				
312-4300-541.31-63	1,456.00	OMI017	P SP CREEK SIDEWALK				
312-4300-541.31-63	1,391.00	OMI019	P MCDONALD RD SIDEWALK				
312-4300-541.31-63	2,000.00	OMI022	P HERBERT SIDEWALK EAST				
312-4300-541.31-63	1,500.00	OMI023	P WILLOW RUN SIDEWALK SO				
312-4300-541.63-97	293.80	POL021	P & S PAVING	070023	10/1/2015	0253050	293.80
312-4300-541.63-97	1,500.00	OMI014	UNIVERSAL ENGINEERING SCIENCES	070271	10/1/2015	0252403	1,500.00
312-4300-541.63-97	20,076.00	OMI014	P SP CREEK RD - SO TRAIL				
312-4300-541.63-97	33,974.00	OMI015	P CLYDE MORRIS SIDEWALK				
312-4300-541.63-97	7,548.00	OMI017	P SP CREEK SIDEWALK				
312-4300-541.63-97	2,536.05	OMI018	P VICTORIA GRD SIDEWALK				
312-4300-541.63-97	8,850.20	OMI019	P MCDONALD RD SIDEWALK				
312-4300-541.63-97	7,125.00	OMI022	P HERBERT SIDEWALK EAST				
312-4300-541.63-97	6,494.00	OMI023	P WILLOW RUN SIDEWALK SO				
312-4300-541.63-97	27,013.00	OMI024	P MISC NEW SIDEWALKS				
312-4300-541.63-97	238,280.00	PNC007	P YORKTOWNE MDL SEGMENT				
312-4300-541.63-97	21,745.00	PNC014	P HERBERT ST RGT TURN LN				
312-4300-541.63-97	125,574.20	POL021	P TOWN WEST/WILLIAMSON				
312-4310-541.63-97	6,486.50	PNC014	QUENTIN L. HAMPTON ASSOC.,INC.	070397	10/1/2015	0178309	6,486.50
312-4310-541.63-97	12,199.40	OMI019	TRAFFIC ENGINEERING DATA SOLUTIONS	070718	10/30/2015	0258980	12,199.40
312-4310-541.63-97	56,647.70	OMI018	TRAFFIC ENGINEERING DATA SOLUTIONS	071437	7/27/2016	0258980	56,647.70
312-4310-541.63-97	22,790.45	OMI018	P VICTORIA GRD SIDEWALK				
312-4310-541.63-97	8,423.71	PNC014	P HERBERT ST RGT TURN LN				
Transp. Impact Fee Total:	**623,447.01**						
314-1000-521.63-97	8,625.00	CNE009	ZEV COHEN & ASSOCIATES	068324	10/1/2015	0250893	8,625.00
314-1000-521.63-97	1,064,900.00	CNE009	LE PUB SAFETY TRAIN FACIL				
2006 GO Bond Construction Total:	**1,073,525.00**						
315-5100-572.63-97	16,357.00	QPC063	VARSITY COURTS, INC.	071606	9/30/2016	0252951	16,357.00
315-5100-572.63-97	24,340.00	QPC062	R Causeway Dock Refurbish				
315-5100-572.63-97	266.00	QPC063	R Court Renovations				
Parks & Recreation Capital Project Total:	**40,963.00**						
316-1000-552.63-00	13,219.50	TIF004	T EASTPORT ENTRY SIGNAGE				
2006 Econ Dev Bond Construction Total:	**13,219.50**						

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317-1000-519.61-00	7,074.00	AIO004	CD RIVERWALK PROJECT				
317-1000-519.61-00	7,038.00	AIO031	CM Train Depot Match-ECHO				
317-1000-519.62-00	1,000,000.00	AIO014	CM OLD PD RENOVATIONS				
317-1000-519.63-97	625.00	AIO017	ZEV COHEN & ASSOCIATES	070026	10/1/2015	0250893	625.00
317-1000-519.63-97	362.50	AIO026	ZEV COHEN & ASSOCIATES	070607	10/14/2015	0250893	362.50
317-1000-519.63-97	362.50	AIO027	ZEV COHEN & ASSOCIATES	070607	10/14/2015	0250893	362.50
317-1000-519.63-97	28,735.30	AIO022	ZEV COHEN & ASSOCIATES	071241	5/5/2016	0250893	28,735.30
317-1000-519.63-97	2,425.00	QPC061	ZEV COHEN & ASSOCIATES	071384	7/1/2016	0250893	2,425.00
317-1000-519.63-97	389,635.00	AIO004	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	389,635.00
317-1000-519.63-97	19,000.00	QPC061	AAA FENCE CO. OF DAYTONA BEACH,INC.	071562	9/13/2016	0251977	19,000.00
317-1000-519.63-97	310,365.00	AIO004	CD RIVERWALK PROJECT				
317-1000-519.63-97	75,000.00	AIO017	CD CITY ENTRANCE SIGN DEV				
317-1000-519.63-97	251,224.00	AIO022	CD Dnlwtn Medians Ph I&II				
317-1000-519.63-97	177,500.00	AIO026	CD S.RidgewoodAve Irrgtn				
317-1000-519.63-97	30,000.00	AIO032	CD Landscape Imprv I-95				
317-1000-519.63-97	297.00	FIR012	F Relocate EOC to New PD				
317-1000-519.63-97	5,500.00	IMI010	CD Herbert/NovaInterLghtg				
317-1000-519.63-97	6,724.50	QPC051	R Roof Rplc WiltshireBldg				
317-1000-519.63-97	216,193.00	QPC061	R Coraci Athl Compl PHIV				
317-1000-519.63-97	130,000.00	QPC062	R Causeway Dock Refurbish				
317-1000-519.63-97	600.00	QPC067	R Fence,Dugout,Bkstp Rplc				
317-1000-519.63-97	80,000.00	QPC068	R Playground Resurfacing				
317-1010-519.63-97	500,000.00	AIO027	CD S. Ridgewood Ave. Landscaping				
317-1010-519.63-97	850,000.00	AIO022	CD Dunlawton Medians Phase II & III				
317-1000-519.64-15	137.55	FIR012	F Relocate EOC to New PD				
General Capital Total:	**4,088,798.35**						
320-1000-519.63-97	1,933,113.00	AIO004	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	1,933,113.00
320-1000-519.63-97	15,159.00	AIO004	FLORIDA POWER & LIGHT COMPANY	071598	9/29/2016	0065175	15,159.00
320-1000-519.63-97	6,942.00	AIO004	CLEANBUILDING INC	071599	9/29/2016	0259125	6,942.00
320-1000-519.63-97	36,598.10	AIO004	CD RIVERWALK PROJECT				
2014 Cap Impr Bond Construction Total:	**1,991,812.10**						
401-0100-536.64-00	4,668.00	ZMI053	FN CS Scanner / Printers				
W/S Customer Service Subtotal:	**4,668.00**						
401-0200-533.31-13	6,125.00		BIOLOGICAL CONSULTING SERVICES,INC.	071103	2/26/2016	0251707	6,125.00
401-0200-533.46-10	4,888.00		RING POWER CORPORATION	071513	8/22/2016	0256740	4,888.00
401-0200-533.46-16	1,700.00		PLATINUM BUILDING & REMODELING INC	071593	9/22/2016	0259525	1,700.00
401-0200-533.64-97	1,147.00	WWP003	U Water Plant Improvement				
W/S Water Production Subtotal:	**13,860.00**						
401-0300-536.63-97	50,000.00	MMP001	U Utility Mapping				
401-0300-536.63-97	170,000.00	URP001	U Replacement, WA System				
W/S Non-Departmental Subtotal:	**220,000.00**						
401-0400-535.31-13	6,125.00		BIOLOGICAL CONSULTING SERVICES,INC.	071103	2/26/2016	0251707	6,125.00
401-0400-535.31-13	2,354.00		DON BELL SIGNS, LLC	071545	9/1/2016	0044513	2,354.00
401-0400-535.34-20	1,150.00		ROCKING B ENTERPRISES INC	071584	9/29/2016	0259465	1,150.00
401-0400-535.46-10	19,131.00		F.J. NUGENT & ASSOCIATES, INC.	071565	9/15/2016	0255115	19,131.00
401-0400-535.63-00	12,800.00		SPARKS CONCRETE, LLC	071568	9/16/2016	0258390	12,800.00
401-0400-535.63-97	6,918.00	URH001	DANUS UTILITIES INC.	071566	9/15/2016	0000322	6,918.00
401-0400-535.63-97	2,741.75	RIM005	U Reservoir Outfall				
401-0400-535.63-97	900,000.00	SSP009	U BioSolidsTrtmnt/Compost				
401-0400-535.63-97	34,100.00	SSP010	U Wastewtr Trt Plnt Clean				
401-0400-535.63-97	21,950.00	URH001	U Sewer Sys Rehabilitatn				
401-0400-535.64-00	55,000.00	MME004	U Forklift for RclmdWtrPl				
W/S Sewer Production Subtotal:	**1,062,269.75**						

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401-0500-536.14-00	21,457.82	ZMI044	U METER REPLACEMENT PRG				
W/S Meter Division Subtotal:	**21,457.82**						
401-0800-536.12-00	395.76	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.14-00	51,173.52	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.34-14	2,664.00		DON BELL SIGNS, LLC	071579	9/19/2016	0044513	2,664.00
401-0800-536.63-97	18,000.00	DIP062	P Ryanwood Drain Imprvmnt				
401-0800-536.63-97	50,000.00	URL007	U Misc Util Coordination				
W/S Distribution Subtotal:	**122,233.28**						
401-0824-536.31-13	2,802.00		FLOWERS CHEMICAL LABORATORIES	070533	10/7/2015	0258595	2,802.00
W/S Lab Division Subtotal:	**2,802.00**						
401-0900-536.31-13	12,824.00		INSIGHT AND BEYOND, INC.	070679	10/26/2015	0258225	12,824.00
401-0900-536.31-13	30,000.00	ZMI064	CM LandMgmtApplClean-Up				
W/S Utility Admin Subtotal:	**42,824.00**						
401-0901-536.12-00	785.08	ZMI044	U METER REPLACEMENT PRG				
401-0901-536.14-00	1,801.58	ZMI044	U METER REPLACEMENT PRG				
W/S Warehouse Subtotal:	**2,586.66**						
Water Sewer Grand Total:	**1,492,701.51**						
403-0200-533.63-97	10,055.31	URP010	COUNTY OF VOLUSIA	070394	10/1/2015	0251319	10,055.31
403-0200-533.63-97	31,424.00	WWP003	QUENTIN L. HAMPTON ASSOC.,INC.	071162	3/30/2016	0178309	31,424.00
403-0200-533.63-97	3,100.00	URL010	U WilliamsnUtilityRelocat				
403-0200-533.63-97	23,611.00	URP010	U S Atlantic JPA w/Vol Co				
403-0200-533.63-97	572,133.91	WWP003	U Water Plant Improvement				
403-0200-533.64-97	89,912.35	MME003	U Telemetry I & C				
403-0300-536.63-97	750,000.00	MPL001	U Utilities Master Plan				
403-0400-535.63-97	54.75	SSP009	KIMLEY-HORN AND ASSOCIATES, INC.	070419	10/1/2015	0256330	54.75
403-0400-535.63-97	5,700.00	SSP002	QUENTIN L. HAMPTON ASSOC.,INC.	071352	6/23/2016	0178309	5,700.00
403-0400-535.63-97	59,994.00	SSP002	WADE TRIM, INC.	071439	7/27/2016	0259157	59,994.00
403-0400-535.63-97	365,142.75	SSP002	U Sewer Plant Replacement				
403-0400-535.63-97	235,120.00	SSP011	U WWTP InfIntStrctreByps				
403-0400-535.64-97	95,950.00	MME003	U Telemetry I & C				
403-0410-535.63-97	182,405.76	UET022	HAZEN CONSTRUCTION, LLC	071291	6/1/2016	0256327	182,405.76
403-0410-535.63-97	296,254.00	UET022	U White Acres Improvement				
403-0500-536.49-31	41,976.64	ZMI044	U METER REPLACEMENT PRG				
403-0800-533.63-97	5,232.70	AIO004	KIMLEY-HORN AND ASSOCIATES, INC.	070392	10/1/2015	0256330	5,232.70
403-0800-533.63-97	9,988.17	URP010	COUNTY OF VOLUSIA	070394	10/1/2015	0251319	9,988.17
403-0800-533.63-97	129,052.60	AIO004	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	129,052.60
403-0800-533.63-97	20,947.50	AIO004	CD RIVERWALK PROJECT				
403-0800-533.63-97	446,875.00	URP001	U Replacement, WA System				
W/S R&R Total:	**3,374,930.44**						

Open Encumbrance and Project Balance Carryover Listing from FY16 to FY17

Sorted by Account Number

Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
405-0200-533.63-97	158,552.00	URP001	U Replacement, WA System				
405-0400-535.63-97	39,171.13	UET022	QUENTIN L. HAMPTON ASSOC.,INC.	071242	5/5/2016	0178309	39,171.13
405-0400-535.63-97	50,000.00	UET022	HAZEN CONSTRUCTION, LLC	071291	6/1/2016	0256327	50,000.00
405-0400-535.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0400-535.63-97	71,688.52	RIM005	U Reservoir Outfall				
405-0400-535.63-97	8,145.00	SSP002	U Sewer Plant Replacement				
405-0400-535.63-97	4,328.00	UET002	U Extension, Sewer System				
405-0400-535.63-97	922,711.00	UET022	U White Acres Improvement				
405-0401-535.63-97	72,608.00	UCP001	U Cost Participation				
405-0800-533.63-97	1,404.80	AIO004	KIMLEY-HORN AND ASSOCIATES, INC.	070392	10/1/2015	0256330	1,404.80
405-0800-533.63-97	9,969.83	URP010	COUNTY OF VOLUSIA	070394	10/1/2015	0251319	9,969.83
405-0800-533.63-97	33,500.00	UCP001	ATLANTIC MARINE	071407	7/14/2016	0251577	33,500.00
405-0800-533.63-97	49,999.90	AIO004	SABOUNGI CONSTRUCTION, INC.	071493	8/17/2016	0250715	49,999.90
405-0800-533.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0800-533.63-97	60,422.00	UCP001	U Cost Participation				
405-0800-533.63-97	37,439.37	UET001	U Extension, Water System				
405-0800-533.63-97	8,303.00	URF001	U Reinforcement, WA Sys				
405-0800-533.63-97	13,018.00	URP010	U S Atlantic JPA w/Vol Co				
W/S Impact Fee Total:	**1,791,260.55**						
410-6100-534.31-13	16,000.00	ZMI064	CM LandMgmtApplClean-Up				
Solid Waste Total:	**16,000.00**						
412-1800-541.31-63	630.00	DIP021	TECHNICAL SOLUTIONS INC	068796	10/1/2015	0255597	630.00
412-1800-541.34-14	10,170.00	DIP058	P Ditch Clearing-Drainage				
412-1800-541.34-14	20,000.00	DIP070	P RetentnPndsFountnMaint				
412-1800-541.49-20	3,945.00		AMERICAN SIGNAL COMPANY	071576	9/19/2016	0258303	3,945.00
412-1800-541.52-12	1,839.00		MID FLORIDA SPORTSWEAR,INC.	071607	9/30/2016	0250380	1,839.00
412-1800-541.52-19	1,722.00		CEDARCHEM,LLC	071570	9/16/2016	0258517	1,722.00
412-1800-541.53-63	1,977.50	OMI007	P SIDEWALK MAINTENANCE				
412-1800-541.63-97	19,904.00	DIP059	QUENTIN L. HAMPTON ASSOC.,INC.	070345	10/1/2015	0178309	19,904.00
412-1800-541.63-97	384,000.00	DIP067	ATS LAND SURVEYING LLC	071533	8/26/2016	0259168	384,000.00
412-1800-541.63-97	4,370.00	DIP033	P MISC RELINE DRAIN PIPES				
412-1800-541.63-97	7,898.00	DIP044	P STORM SEWER RECONSTRUC				
412-1800-541.63-97	13,409.00	DIP053	P CAMBRIDGE STABILIZATION				
412-1800-541.63-97	250,000.00	DIP055	P Stormwater Master Plan				
412-1800-541.63-97	532,260.82	DIP056	P Cambridge Stablztn PhII				
412-1800-541.63-97	660.00	DIP059	P Virginia/MonroeDrainIm				
412-1800-541.63-97	104,114.45	DIP060	P SleepyHollow Drain.Impr				
412-1800-541.63-97	137,773.49	DIP062	P Ryanwood Drain Imprvmnt				
412-1800-541.63-97	10,598.00	DIP063	P Cypress Cove Pipe Rplcm				
412-1800-541.63-97	256,582.00	DIP066	P Pipe Culvert Niver etc.				
412-1800-541.63-97	761,720.00	PNC007	P YORKTOWNE MDL SEGMENT				
412-1800-541.63-97	1,814.52	UET022	U White Acres Improvement				
412-1800-541.99-60	81,000.00	UET022	U White Acres Improvement				
412-1810-541.63-97	554,235.97	UET022	HAZEN CONSTRUCTION, LLC	071291	6/1/2016	0256327	554,235.97
Drainage Total:	**3,160,623.75**						
416-0300-536.31-13	4,818.75	EFM001	BIOLOGICAL CONSULTING SERVICES,INC.	071104	2/26/2016	0251707	4,818.75
416-0300-536.31-13	19,397.25	EFM001	U Forestry Management				
416-0300-536.34-14	15,000.00	EFM001	QUENTIN L. HAMPTON ASSOC.,INC.	071509	8/22/2016	0178309	15,000.00
416-0300-536.34-14	6,277.13	EFM001	U Forestry Management				
416-0300-536.34-20	4,000.00	EFM001	U Forestry Management				
416-0300-536.52-00	2,912.00	EFM001	U Forestry Management				
416-0300-536.52-17	72,957.00	EFM001	U Forestry Management				
Wetland Mitigation Total:	**125,362.13**						

Open Encumbrance and Project Balance Carryover Listing from FY16 to FY17

Sorted by Account Number

Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
420-1000-536.31-13	33,137.00	EFM001	U Forestry Management				
420-1000-536.31-63	2,694.60	EFM001	U Forestry Management				
420-1000-536.34-20	932.67	EFM001	ROCKING B ENTERPRISES INC	071584	9/29/2016	0259465	932.67
420-1000-536.34-20	48,067.33	EFM001	U Forestry Management				
Forestry Total:	**84,831.60**						
421-0401-535.63-97	720.84	SLS003	U WB Regional PumpStation				
421-0800-533.63-97	9,986.69	URP010	COUNTY OF VOLUSIA	070394	10/1/2015	0251319	9,986.69
421-0800-533.63-97	13,131.00	URP010	U S Atlantic JPA w/Vol Co				
W/S Deferred Construction Total:	**23,838.53**						
450-0300-579.46-16	8,654.41	QPC072	R CHGC Rest/Clubhse Maint				
Golf Course Total:	**8,654.41**						
451-0300-579.62-00	59,008.60	AIO025	CM CHGC Clubhouse Renovtn				
451-0300-579.63-00	55,489.00	AIO024	CM CHGC Renovations				
451-0300-579.63-97	13,550.00	AIO025	CM CHGC Clubhouse Renovtn				
Golf Course Capital Total:	**128,047.60**						
501-0700-519.31-13	22,015.00	ZMI038	IT StratPln/RiskAsmntRfrs				
501-0700-519.40-10	2,545.25		GLOBAL KNOWLEDGE TRAINING LLC	071174	4/6/2016	0255366	2,545.25
501-0700-519.46-36	2,712.42		SITESECURE LLC	071477	8/9/2016	0258976	2,712.42
501-0700-519.46-36	3,001.00	ZMI040	IT VIDEO SECURITY SYSTEM				
501-0700-519.49-02	8,000.00	ZMI037	IT Doc Collbrtn EOC Softw				
501-0700-519.49-02	3,900.00	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.49-16	1,250.00		PCQWEST INC	071537	8/29/2016	0259113	1,250.00
501-0700-519.49-16	2,352.79	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.64-15	860.00	ZMI016	IP COMPUTER HARDWARE				
501-0700-519.64-15	5,206.00	ZMI029	IP FIBER OPTIC PROJ PH 2				
501-0700-519.64-15	3,213.00	ZMI036	IT PCI COMPLIANCE PROJECT				
Information Technology Total:	**55,055.46**						
503-4500-519.46-10	4,999.97		BLUE1USA / EZFUEL (DBA)	071608	9/30/2016	0259467	4,999.97
503-4500-519.49-20	4,075.00		TOTAL KEY CONTROL INC	071592	9/22/2016	0259523	4,075.00
503-4500-519.52-20	929.70		RACHEL'S COLLISION CENTER, INC.	071355	6/23/2016	0258700	929.70
503-4500-519.64-15	7,100.00	OMI027	P Fleet Asset Mgmt System				
Vehicle Maintenance Total:	**17,104.67**						
504-1000-519.45-20	2,750.78		RACHEL'S COLLISION CENTER, INC.	071364	6/28/2016	0258700	2,750.78
504-1000-519.45-20	7,905.00		YANEY COASTAL ELECTRICAL CORP	071365	6/28/2016	0259346	7,905.00
Risk Management Total:	**10,655.78**						

Open Encumbrance and Project Balance Carryover Listing from FY16 to FY17

Sorted by Account Number

Account Number	Amount	Project #	Vendor Name or Project Name	PO #	EN Date	Vendor #	PO's Only - All
505-1000-519.49-02	14,045.00	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.49-02	1,198.00	ZMI045	IT HTE UTILITIES IMAGING				
505-1000-519.49-16	21,145.60	ZMI032	HEWLETT PACKARD CO.	071602	9/30/2016	0257535	21,145.60
505-1000-519.49-16	23,716.00	ZMI015	IP MUNICIPAL NETWORK				
505-1000-519.49-16	7,693.20	ZMI016	IP COMPUTER HARDWARE				
505-1000-519.49-16	1,234.40	ZMI032	IT PublicSafetyLaptopRplc				
505-1000-519.49-16	2,726.00	ZMI040	IT VIDEO SECURITY SYSTEM				
505-1000-519.49-16	5,000.00	ZMI045	IT HTE UTILITIES IMAGING				
505-1000-519.49-20	23,321.68	ZMI016	IP COMPUTER HARDWARE				
505-1000-519.49-20	5,210.00	ZMI040	IT VIDEO SECURITY SYSTEM				
505-1000-519.64-00	22,000.00	AIO033	IT Dnlwtn Electronic Sign				
505-1000-519.64-00	12.71	FIR003	F 12 LEAD HEART MONITORS				
505-1000-519.64-00	177.00	FIR005	F THERMAL IMAGING CAMERAS				
505-1000-519.64-00	12,988.00	FIR007	F RADIO REPLC P-25 COMPLY				
505-1000-519.64-00	19,428.85	FIR013	F Self Contned Brthng App				
505-1000-519.64-00	231.24	FIR014	F Extrication Equipment				
505-1000-519.64-00	49,000.00	QPC069	R Gym Bleacher Rplcmnt				
505-1000-519.64-00	6,000.00	ZMI013	IP LARGE FORMAT PRINTERS				
505-1000-519.64-00	504.00	ZMI040	IT VIDEO SECURITY SYSTEM				
505-1000-519.64-00	95,900.00	ZMI047	FN INTERACTIVE VOICE RECO				
505-1000-519.64-15	54,430.00	ZMI062	CIVICPLUS (DBA)	071287	5/26/2016	0259421	54,430.00
505-1000-519.64-15	24,418.03	ZMI016	EMPIRE COMPUTING & CONSULTING INC.	071589	9/21/2016	0254553	24,418.03
505-1000-519.64-15	34,693.42	ZMI015	IP MUNICIPAL NETWORK				
505-1000-519.64-15	52,019.41	ZMI016	IP COMPUTER HARDWARE				
505-1000-519.64-15	22,900.00	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.64-15	5,529.00	ZMI040	IT VIDEO SECURITY SYSTEM				
505-1000-519.64-15	240.00	ZMI042	IP HTE SOFTWARE UPGRADES				
505-1000-519.64-15	1,600,000.00	ZMI054	IT EnterpriseFinancialSys				
505-1000-519.64-15	250,000.00	ZMI058	IT Virtual Desktop Infra				
505-1000-519.64-15	570.00	ZMI062	Website Development				
Lease & Replacement Total:	**2,356,331.54**						
506-4200-539.31-13	3,660.00		ATS LAND SURVEYING LLC	071304	6/8/2016	0259168	3,660.00
506-4200-539.34-14	212.43		TIETJEN TECHNOLOGIES INC	071605	9/30/2016	0255830	212.43
506-4200-539.46-10	1,125.00		DON BELL SIGNS, LLC	071067	2/10/2016	0044513	1,125.00
506-4200-539.46-11	1,596.00		ADVANCED FIRE EXTINGUISHERS& SAFETY	071430	7/26/2016	0000459	1,596.00
506-4200-539.46-16	32,580.00	AIO030	A.G. PIFER CONSTRUCTION CO., INC.	071504	8/18/2016	0253235	32,580.00
506-4200-539.46-16	47.00	FIR012	F Relocate EOC to New PD				
506-4200-539.46-16	24,964.00	OMI031	P Paint FireStns 72 & 75				
506-4200-539.63-97	3,615.00	AIO029	P City Hall Tunnel Reno				
506-4200-539.63-97	31,700.00	OBM007	P R&R Fuel Canopy Old PD				
506-4200-539.64-15	9,406.25	DIP064	LUCITY INC	070437	10/1/2015	0259264	9,406.25
Building Maintenance Total:	**108,905.68**						
607-3200-529.52-00	4,926.00		ACI DESIGN	071540	8/30/2016	0259511	4,926.00
Police Forfeiture Trust Total:	**4,926.00**						
609-3100-522.64-00	17,236.00	FIR007	F RADIO REPLC P-25 COMPLY				
Fire Program Total:	**17,236.00**						
611-5100-572.63-97	50,000.00	XSG007	R GAMBLE LAUNCH VOPO-0360				
Recreation Impact Total:	**50,000.00**						
	24,601,831.46						**5,577,820.42**
	Breakdown:						
	5,577,820.42	Total of Open Purchase Orders Rolled to FY17					
	19,024,011.04	Total of Unencumbered Project Budget Balances Rolled to FY17					
	24,601,831.46						

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: Yes

SUBJECT: Resolution No. 16-78 - FY17 Budget Appropriation - Budget Additional Carryover

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-78.

SUMMARY:

At the City's fiscal year ending September 30, 2016, budget appropriations lapse. The attached Resolution re-establishes these appropriations for funding the additional projects that were either not completed or started by the fiscal year end. These carryover appropriations re-establish proper project funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-78	Reso. No. 16-78.pdf

Lisa Pallante	Created/Initiated - 11/09/2016
Tracey Riehm	Approved - 11/09/2016
Margaret Roberts	Approved - 11/09/2016
M. Jake Johansson	Approved - 11/09/2016
Robin Fenwick	Final Approval - 11/10/2016

RESOLUTION NO. 16-78

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT CARRY OVER FUNDS FROM FISCAL YEAR 2016 TO FISCAL YEAR 2017 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain additional projects initiated prior to the fiscal year commencing October 1, 2016, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The additional project carry over funds 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 additional project budget items adopted in the preceding section shall govern the expenditures relating to such projects for the City during the ensuing fiscal year effective October 1, 2016 through September 30, 2017.

Section 3. The fiscal year 2016 additional project carry overs to the fiscal year 2017 budget are hereby appropriated as set forth in Composite Exhibit A, attached hereto.

Section 4. The additional project budget items set forth in Composite Exhibit A shall govern the expenditures set forth therein for the City during the ensuing fiscal year effective October 1, 2016 through September 30, 2017.

Section 5. 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 6. This resolution shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin Fenwick, CMC, City Clerk

Adopted on the day of

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

COMPOSITE EXHIBIT A **Resolution No. 16-78**

FY2017 **General Fund (#001)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	39,468
TOTAL REVENUES:	39,468
EXPENDITURES:	
City Manager	5,160
City Attorney	34,308
TOTAL EXPENDITURES:	39,468

***To carry forward unspent contingency funds in the City Manager's Department to meet Council priorities in FY17. To use forfeiture funds to facilitate file management, storage and disposal and to cover anticipated legal services in the City Attorney's Office. (See attached Budget Carryover Request Forms)**

Budget Carryover Request Form

City of Port Orange

Date of Request:	11/9/2016
Department:	City Manager
Name of Requestor:	Jake Johansson
Telephone # of Requestor:	386-506-5501
Requesting Carryover From Fiscal Year (FY):	FY16
Requesting Carryover To Fiscal Year (FY):	FY17

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	To carry forward unspent contingency funds to meet Council priorities in FY17. Account # funds should be transferred to: 001-1200-512-99-10	$ 5,160	A
2)	Account # funds should be transferred to:	$ -	A, H
3)	Account # funds should be transferred to:	$ -	
4)	Account # funds should be transferred to:	$ -	
5)	Account # funds should be transferred to:	$ -	
	Total Amount of All Requests:	**$ 5,160**	

*Classification Types:

A) City Council Priorities.
B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
D) Reduction of pension obligations over and above required pension funding.
E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
F) Grant and Grant Match.
G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
J) Emergency Management Reserves.
K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
L) Revenue Stabilization Fund.

Signature of Department Head:	
Approved by City Council?:	

Budget Carryover Request Form

City of Port Orange

Date of Request:	11/7/2016
Department:	Legal
Name of Requestor:	Margaret T. Roberts
Telephone # of Requestor:	386-506-5525
Requesting Carryover From Fiscal Year (FY):	FY16
Requesting Carryover To Fiscal Year (FY):	FY17

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Stormwater ordinace amendment; multiple regulatory ordinance and resolution updates; Parks Foundation; State and Federal litigation Account # funds should be transferred to: 001-1300-514-31-12	$ 25,000	A
2)	Forfeiture funds to facilitate file management, storage and disposal Account # funds should be transferred to: 001-1300-514-31-13	$ 5,730	B
3)	Forfeiture funds to facilitate file management, storage and disposal Account # funds should be transferred to: 001-1300-514-34-15	$ 3,578	B
4)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
5)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
	Total Amount of All Requests:	**$ 34,308**	

*Classification Types:

A) City Council Priorities.
B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
D) Reduction of pension obligations over and above required pension funding.
E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
F) Grant and Grant Match.
G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
J) Emergency Management Reserves.
K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
L) Revenue Stabilization Fund.

Signature of Department Head:	Margaret T. Roberts 11-07-16
Approved by City Council?:	

COMPOSITE EXHIBIT A **Resolution No. 16-78**

FY2017 **Community Development Block Grant (CDBG) Fund (#110)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Federal Grants	**15,037**
TOTAL REVENUES:	**15,037**
EXPENDITURES:	
Comm. Development - Administration	**15,037**
TOTAL EXPENDITURES:	**15,037**

***To carry forward the balance of the Planning and Administration budget from the FY15 CDBG Action Plan. (See attached Budget Carryover Request Form)**

Budget Carryover Request Form

City of Port Orange

Date of Request:	11/9/2016
Department:	Community Development Block Grant (CDBG)
Name of Requestor:	Tracey Riehm
Telephone # of Requestor:	386-506-5715
Requesting Carryover From Fiscal Year (FY):	FY16
Requesting Carryover To Fiscal Year (FY):	FY17

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Remaining Planning & Administration Funds from CDBG FY15 Action Plan	$ 15,037	F
	Account # funds should be transferred to: 110-1904-554-34-14		
2)		$ -	
	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx		
3)		$ -	
	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx		
4)		$ -	
	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx		
5)		$ -	
	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx		
	Total Amount of All Requests:	$ 15,037	

*Classification Types:

A) City Council Priorities.
B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
D) Reduction of pension obligations over and above required pension funding.
E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
F) Grant and Grant Match.
G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
J) Emergency Management Reserves.
K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
L) Revenue Stabilization Fund.

Signature of Department Head:	Tracey S. Riehm
Approved by City Council?:	

COMPOSITE EXHIBIT A **Resolution No. 16-78**

FY2017 **Lease & Replacement Fund (#505)**
PREPARED: **November 8, 2016**
FINANCE: **Lisa Pallante**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Appropriated Equity	37,308
TOTAL REVENUES:	37,308
EXPENDITURES:	
Non-Departmental	37,308
TOTAL EXPENDITURES:	37,308

***To fund a truck that was ordered in FY16 but production stopped on the vehicle so it was no longer available. It will be ordered from a new vendor in FY17. (See attached Budget Carryover Request Form)**

Budget Carryover Request Form

City of Port Orange

Date of Request:	9/30/2016
Department:	Public Works/Finance
Name of Requestor:	Jeff Fontane
Telephone # of Requestor:	386-506-5579
Requesting Carryover From Fiscal Year (FY):	FY16
Requesting Carryover To Fiscal Year (FY):	FY17

#	Description and Justification of Request(s):	Amount Requested	Classification of Request*
1)	Vehicle ordered from Alan Jay Ford was no longer in production when we issued the purchase order. 70971 Account # funds should be transferred to: 505-1000-519-64-00	$ 37,308	E
2)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
3)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
4)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
5)	Account # funds should be transferred to: xxx-xxxx-xxx-xx-xx	$ -	
	Total Amount of All Requests:	**$ 37,308**	

*Classification Types:

A) City Council Priorities.
B) Ongoing carryover program from prior year to be funded only if dollars were available at year end.
C) Debt reduction including internal loans over and above required debt service (Amount and the debt to be retired to be determined by City Council.
D) Reduction of pension obligations over and above required pension funding.
E) Open encumbrances/purchase orders and previously funded and approved projects or tasks that were delayed because of operational constraints.
F) Grant and Grant Match.
G) Increase equity reserves above the 15% reserve level. The City Council may want to revise and amend the adopted reserve policy by increasing reserves for Unexpected Events, Disasters, Emergencies or revenue shortfalls.
H) Unusual, one time operating expenditures that were not anticipated during original budget preparation.
I) Funds restricted by the Donor or Grantor Agencies for a specific purpose.
J) Emergency Management Reserves.
K) "Department Opportunity Grants" - to be requested by Staff, reviewed and approved by City Council. Departments can submit an opportunity fund request throughout the year. (Please see Policy 1-45 for more detail.)
L) Revenue Stabilization Fund.

Signature of Department Head:	
Approved by City Council?:	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: No

SUBJECT: Port Orange Stallions Agreement

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Port Orange Stallions Agreement.

SUMMARY: The Port Orange Stallions is an entity formed by a not for profit organization. The organization has established a football program with related support activities. On October 25, 2016 the organization obtained the approval from city council to utilize the Coraci football field for football games, subject to finalization of a formal agreement. The city council in its meeting recognized and approved a fee waiver for the specified uses of the field and related facilities. In exchange for the use of the Coraci football field the organization agreed to provide in-kind services to the city.

The City Legal Offices have attached the proposed formal agreement for your consideration.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Agreement	Agreement Between City of Port Orange and Port Orange Stallions.pdf

Robin Fenwick	Created/Initiated - 11/07/2016
Margaret Roberts	Approved - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

CITY OF PORT ORANGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016 by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TOUCHED BY HEAVENLY ANGELS, INC. d/b/a PORT ORANGE STALLIONS**, a Florida not for profit corporation, whose principal address is 4319 South Ridgewood Avenue, Port Orange, Florida 32127 (the "Organization"). The City and the Organization are hereinafter collectively referred to as the "Parties."

WHEREAS, Port Orange Stallions has been formally registered with the Secretary of State; and

WHEREAS, the Organization provides adults in the community with the opportunity to participate in sports and related support activities, including field maintenance, coaching, drumline, cheerleading, and food service as permitted by the City; and

WHEREAS, the Organization intends to be an affiliate of the Florida Football Alliance ("FFA"); and

WHEREAS, the Organization intends to support an adult semi-professional football team in the City of Port Orange in cooperation and consistent with the City of Port Orange Council and Parks and Recreation Department goals and directives; and

WHEREAS, the City owns and maintains a sports complex located at 5200 Coraci Boulevard, Port Orange, Florida, commonly known as "Coraci Park;" and

WHEREAS, the City does not intend to co-sponsor or create a partnership with the Port Orange Stallions; and

WHEREAS, the Organization desires to utilize Coraci Park in exchange for in-kind credit towards certain parks and recreation fees, and as more specifically described herein; and

WHEREAS, the City Council encourages all ages to participate in sports and related support activities within the community; and

WHEREAS, the City Council has determined that this Agreement is in the best interest of the citizens of Port Orange.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on November 15, 2016 and continue until August 1, 2017.

2. For and in consideration of material, labor, and other in-kind contributions, or a combination thereof provided to the City by the Organization, the City agrees to waive Coraci Park field use fees in the amount of Two Thousand Two Hundred and 00/100 Dollars ($2,200.00), in accordance with the terms and conditions herein. The City agrees to provide the Organization access and use of the Coraci Park football field, for the purpose of conducting adult football games, for a total of five (5) game days during the Florida Football Alliance season, commencing on or after November 15, 2016. The Organization and the Parks and Recreation Director shall agree to all of the dates for games at least two (2) weeks in advance of the first game. Practices shall be held at the Silver Sands Middle School subject to the school districts approval, and as otherwise directed by the Parks and Recreation Director. The Organization further agrees that practice and games shall be open to the public and that the Organization shall not be permitted to charge fees for attendance at events. The City reserves the right to require interim field maintenance of the practice fields and the Coraci game field as recommended by City staff and the Parks and Recreation Director. Prior to commencement of any field use, the Organization shall provide the City a certificate of insurance in the amount of one million dollars ($1,000,000.00), listing the City as an additional insured. From time to time, the Organization shall update the certificate of insurance as required by the City's insurance carrier and City legal requirements. The insurance certificate shall state the following:

"The insurance certificate includes coverage for the Agreement date November 15, 2016 between the Port Orange Stallions and the City of Port Orange."

3. The Organization shall adhere to FFA and City safety practices and equipment standards for all participants in all activities, including all use of city facilities. The Organization shall immediately notify the City in writing of any defects or potential dangerous conditions observed at Coraci Park. The Parks and Recreation Director shall have the authority to cancel any and all activities held at Coraci Park or other fields due to safety concerns. In the event that any field is closed due to safety concerns, the City shall not be obligated to provide replacement or substitute fields for the Organization games or practices as scheduled, unless otherwise agreed.

4. The Organization shall maintain its affiliation in good standing with FFA for the duration of the program, and shall comply with all FFA requirements including security, rescue, insurance, and as otherwise required herein.

5. The Organization shall provide in-kind support in the amount of Two Hundred Twenty (220) hours to be conducted by approximately thirty-five (35) volunteers during the term of this Agreement. In-kind support shall include but not be limited to field maintenance, repair and rehabilitation based on wear and tear, event set ups, special projects, coaching clinics, cheerleading, drumline and jazz band entertainment, and food services as permitted by the City.

6. The Organization shall assist with field maintenance, which shall include spreading fill, turf replacement, and top dressing the fields, with all equipment and materials provided by the City.

7. The Organization shall stripe the game field, end zones, and yardage markers prior to each game day.

8. The Organization shall clean and remove trash from the grounds, stands, restrooms, concession booth(s), parking areas, and receptacles on the field, at the end of each practice and game day,

which shall include the removal of any banners from Coraci Park and shall immediately replace all trash can liners. The Organization further agrees to provide replacement bags for all trash receptacles on the field.

9. At the conclusion of the program, staff shall reevaluate the cost and sufficiency of the field maintenance and conditions. The organization shall restore the fields to the same condition as existed on November 15, 2016, except as authorized by the City Manager.

10. Termination for Default. Either party may terminate this Agreement upon thirty (30) days written notice without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

11. Examination of Records. The Organization agrees that the City, or any duly authorized representative, shall, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Organization involving transactions relating to this Agreement. The period of access for records, books, documents and papers which may relate to any litigation, or other settlement of claims arising out of the performance of this Agreement shall continue until the conclusion of all appeals in ongoing litigation or upon a legal resolution approved by the Parties.

12. Public Records Compliance: The Organization shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law or resolution.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Organization does not transfer the records to the City.

(d) Upon completion of the Agreement, the Organization shall transfer to the City, at no cost, all public records in possession of the Organization and destroy any duplicate public records that are exempt

from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Organization does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement, and the Organization may be subject to penalties under Section 119.10, Florida Statutes.

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

14. Assignability of Agreement. Neither this Agreement, nor any part hereof, may be assigned by the Organization to any other party without the express written approval of the City Council.

15. Contract Administration. The Parks and Recreation Director shall perform contract administration of this Agreement. For notice provisions, see the paragraph below entitled "Notice."

16. Liability for Loss or Damage. The Organization shall be liable for any injury to persons and participants and for any damage to or loss of property caused by the negligence, recklessness, or intended wrongful misconduct of Organization, its agents, servants, employees, participants, volunteers, officers, and officials ("Organization") and shall insure, indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person, resulting from the performance of or failure to perform this Agreement by the Organization, its agents, servants and employees. The Organization shall submit a full written report to the Administrative Services Director and Parks and Recreation Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

17. Non-discrimination. During the performance of this Agreement, the Organization agrees as follows:

a. The Organization shall not discriminate against any employee, applicant for employment or participant because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of the Organization. The Organization agrees to deliver to its employees, applicants for employment, and participants notices setting forth the provisions of this non-discrimination clause. The Organization agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

b. The Organization shall state in all solicitations or advertisements for employees or participants placed by or on behalf of the Organization that the Organization is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal or state law, rule or regulation shall be deemed sufficient compliance with this provision.

18. Integration. This Agreement and any documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.

19. Notice. For the purposes of this Agreement, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Association: Touched by Heavenly Angels, Inc.
d/b/a Port Orange Stallions
Attention: Lillie G. Wiggins, Managing Member
4319 South Ridgewood Avenue
Port Orange, Florida 32127
(386) 401-9624

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

20. Agreement Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No Agreement shall be formed between the Organization and the City until this Agreement is signed by, notarized, and attested to on behalf of each party.

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

Witnesses:

TOUCHED BY HEAVENLY ANGELS, INC.
D/B/A PORT ORANGE STALLIONS

_____ By:_____
Printed Name:_____ Lillie G. Wiggins, Managing Member

_____ Date:_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Lillie G. Wiggins, as President of Touched by Heavenly Angels, Inc. d/b/a Port Orange Stallions, a Florida nonprofit corporation, and who:

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

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

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

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

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

[CA 005659]

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: No

SUBJECT: Performance Measurement Annual Report for FY 2016

DEPARTMENT: City Manager

GOAL: Goal - All

OBJECTIVE: Objective - All

RECOMMENDED MOTION:

SUMMARY: Attached is the FY 2016 Strategic Plan Annual Report. The City adopted the strategic plan based on Council planning sessions held in March of 2015. The resulting goals and objectives were created to assess the progress towards those goals.

In summary, 70% (44 of the 63) measures were completed within the original deadline set by staff or Council. 19% were not completed on time, mostly due to changes in leadership during the year that caused postponements of work towards goals or changes in direction mid-year.

Some goals included in this plan are enduring beyond FY 2016 and continue to be worked on by staff. Goals for the next 5 years were adopted by Council in FY 2016 (for 2017 - 2021). Measures for the new goals are being developed by staff to track long-term progress. Reporting periods will begin after the first quarter of the calendar year as we transition to a calendar year reporting structure for performance measures.

Project No.:	Funding Account No.:

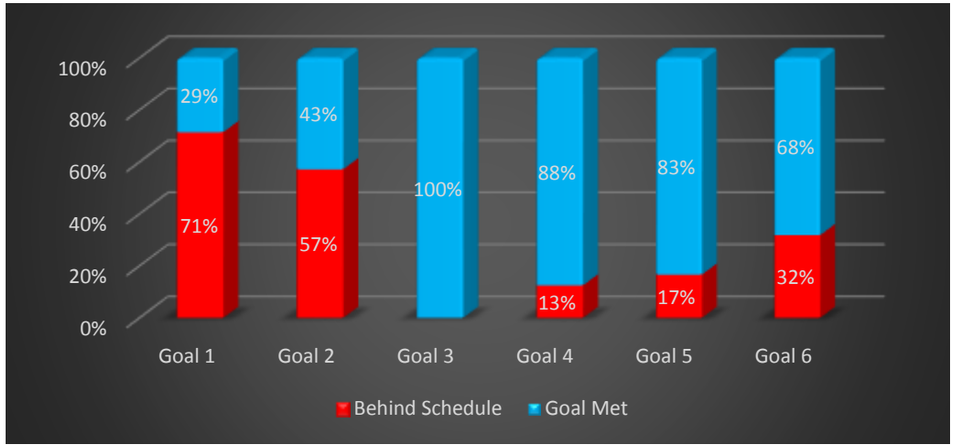
ATTACHMENTS:

1.	Annual Report	Annual Report.pdf

Alan Rosen	Created/Initiated - 11/09/2016
M. Jake Johansson	Approved - 11/09/2016
Robin Fenwick	Final Approval - 11/10/2016

Annual Strategic Plan Report Dashboard

Measures By Goal Area Summary



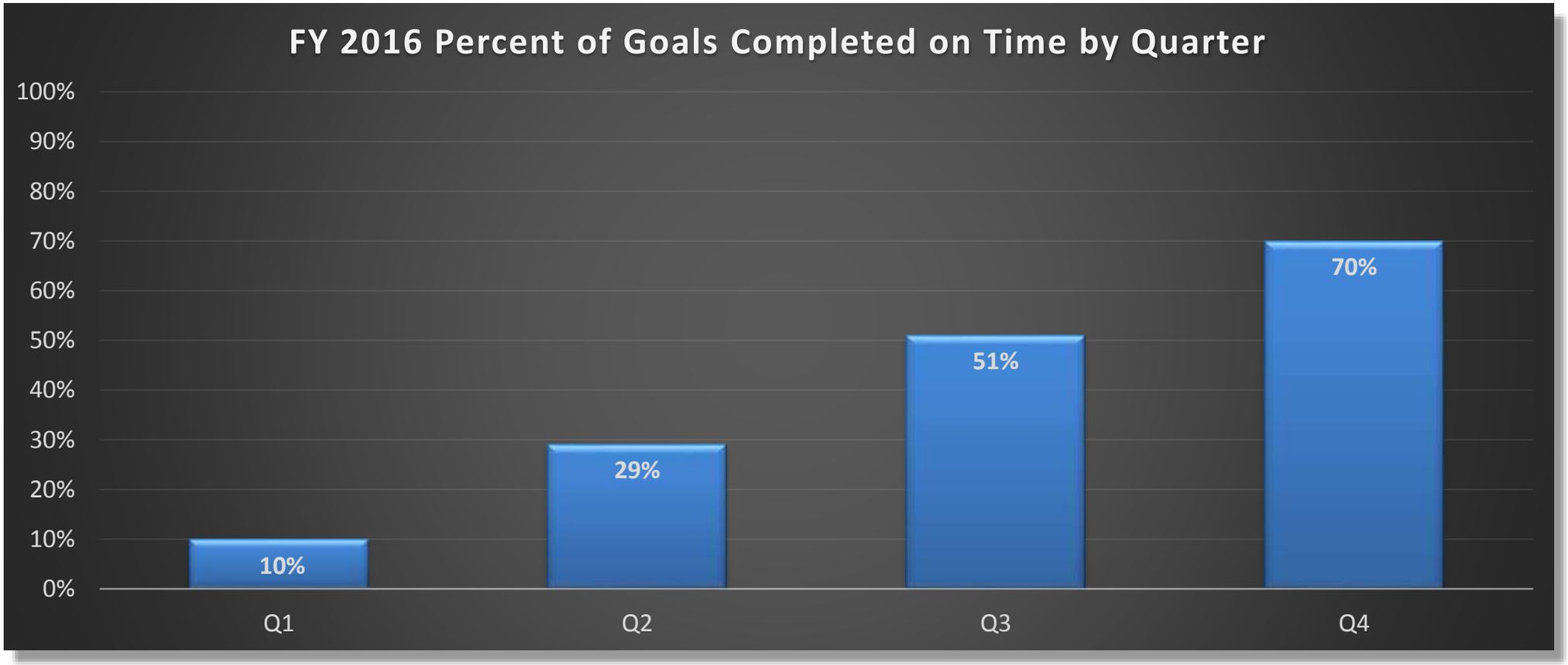
% of Measures Completed On Time

Measures By Department Summary

Status	Admin. Services	City Manager	Comm. Dev.	Finance	Fire	Parks and Rec	Police	Public Utilities	Public Works	Total
Behind Schedule	6	0	2	1	2	1	1	2	4	**19**
Goal Met	4	11	10	1	4	3	7	0	4	**44**
Total	**10**	**11**	**12**	**2**	**6**	**4**	**8**	**2**	**8**	**63**

Goal 1	Goal 2	Goal 3	Goal 4	Goal 5	Goal 6
Infrastructure Preservation	Quality of Life	Economic Development	Fiscal Sustainability	Public Safety	Organizational Excellence

Annual Strategic Plan Report Dashboard



Strategic Goal 1. Infrastructure Preservation	To preserve and develop city infrastructure through the careful planning and construction of transportation, drainage and utilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.								
Enabling Objective 1.1	**Develop shovel ready projects in preparation for funding opportunities**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Submit at least 3 applications to River to Sea TPO for transportation and sidewalk infrastructure improvements by the end of the fiscal year.	Number of applications submitted for transportation and sidewalk infrastructure improvements.	Community Development	0	0	6	0	6	3	Six applications were submitted to the TPO in April. All applications, except the Yorktowne Blvd. extension were accepted and were added to the TPO priority project list.
Enabling Objective 1.2	**Develop infrastructure master plans including drainage, transportation, and utilities to provide clear infrastructure needs**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Submit contract for Stormwater Master Plan development to City Council for approval and award before the end of the fiscal year.	Stormwater Master Plan contract submitted to City Council.	Public Works	No	No	No	No	No	Yes	Contract award for a Stormwater Master Plan was approved by the City Council on November 1, 2016. It was on the City Council agenda for approval in September 2016 and October 2016 but had to be moved twice for various reasons.
Begin phase one of the utilities master plan by the end of the fiscal year.	Phase 1 started.	Public Utilities	No	No	No	No	No	Yes	This project was put on hold after the vacancy of the prior department director. However, the department has accepted the free assistance of the Florida Rural Water Association to better define the scope of services and will then go through the request for qualification process.
Enabling Objective 1.3	**Finish reclaimed lakes in order to increase capacity for water filtration and disposal**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Increase capacity for water filtration and disposal by 100,000,000 gallons by the end of the fiscal year.	Increased capacity for water filtration and disposal.	Public Utilities	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	The reclaimed lakes project was finished on time and provided for the increase in capacity.

Strategic Goal 1. Infrastructure Preservation	To preserve and develop city infrastructure through the careful planning and construction of transportation, drainage and utilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.								
Enabling Objective 1.4	**Enhance infrastructure maintenance programs in order to extend the life of capital investments**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Maximize uptime percentage for fiber-optic network infrastructure.	Uptime percentage to remote facilities via fiber-optic connection	Administrative Services	100.000%	99.913%	99.972%	98.1%	99.5%	>99.9%	This measure missed its annual target by 0.4% due to outages in Q4 caused by Hurricane Matthew. We also switched ISP's during Q4, which required scheduled maintenance.
Gather at least 10% inventory and condition assessment data annually for use in infrastructure preventive maintenance for at least 1 infrastructure (streets, sidewalks, stormwater drainage systems, etc.).	Percentage of inventory and condition data gathered for at least 1 infrastructure.	Public Works	0%	0%	0%	0%	0%	10%	The RFP to select a firm to gather street inventory and condition data must be readvertised due to an issue that was discovered with the original solicitation. Once the RFP has been awarded the department expects to begin meeting this goal.
Enabling Objective 1.5	**Conduct a septic tank study in order to determine the full needs and impact of moving property to sewer service.**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete phase 1 of septic tank impact analysis before the end of the fiscal year.	Phase 1 complete.	Public Utilities	No	No	No	No	No	Yes	The Department contracted a study to identify septic tank locations within the service area. Report due December 31, 2016.

Strategic Goal 2. Quality of Life	To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.								
Enabling Objective 2.1	**Maintain existing beautification efforts and implement phases not yet complete**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete phase 1 (Spruce Creek Road to Nova Road) of the landscape improvements to the Dunlawton medians by the end of the fiscal year.	Percent of Phase 1 landscape improvements completed.	Community Development	15%	50%	N/A	N/A	N/A	100%	Council rejected the bid and has directed staff to rebid with the remaining phases, which will occur in Q1 of FY17.
Obtain permits from FDOT for landscaping/ irrigation and gateway entry signs within the Ridgewood Ave. medians by the end of the fiscal year.	Permits obtained.	Community Development	No	No	No	Yes	Yes	Yes	The FDOT permits have been obtained. City Gateway Signs are scheduled to be advertised in November. Staff is preparing bid documents for the Landscape and Irrigation project to be advertised in December
Enabling Objective 2.2	**Plan and develop riverside urban trail**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Submit 2 applications to "River to Sea" TPO to prepare a feasibility study for a cross-town trail and riverside trail south of Dunlawton by the end of the fiscal year.	Number of applications submitted.	Community Development	0	1	0	0	1	2	One application was submitted to TPO for the riverside trail. The original proposed route for the Cross-Town Trail included the FPL Corridor for a substantial portion of the trail but FPL has indicated they will no longer allow their corridor to be used for trails. Because a new route has to be identified, no application was submitted to the TPO for the Cross-Town Trail in 2016. Staff expects to submit an application for this trail in 2017 if an alternate route can be identified.
Enabling Objective 2.3	**Increase the number of events and festivals at Riverwalk and city center complex**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete phase 1 of testing the viability of wireless in all city parks before the end of the fiscal year.	Phase 1 complete.	Administrative Services	No	No	No	No	No	Yes	The City will not be moving in a different direction based on the wide availability of cheaper data plans in the US. This will eliminate the need for future budget requests in the amount of $100,000 over the next three years.
Maintain the number of events held at City Center in FY 2015-16.	Number of events held at City Center.	Parks and Recreation	14	10	11	13	48	48	The City met the goal of maintaining the number of events held at City Center in FY 16. Once Riverwalk Park fully opens, the number of events in the City will have the potential to increase.

Strategic Goal 2. Quality of Life	To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.								
Enabling Objective 2.4	**Update and adopt a Parks and Recreation master plan including land acquisition needs for a major sports/athletic complex**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Begin process of adopting a new Parks and Recreation Master Plan before the end of FY 2016-17 by planning for inclusion in next year's budget.	Budget request for master plan submitted to Council.	Parks and Recreation	No	No	No	No	No	Yes	The department submitted a budget request for the parks and recreation master plan, but it was not approved in the final budget for FY 17.
Enabling Objective 2.5	**Enhance code enforcement visibility and technology in order to increase effectiveness and efficiency**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Implement at least one enhancement for Code Enforcement vehicles by the end of the fiscal year.	Number of enhancements implemented.	Community Development	0	0	0	1	1	1	Larger decals have been placed on all Code vehicles to increase visibility.

Strategic Goal 3. Economic Development	To increase economic opportunities by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses								
Enabling Objective 3.1	**Continue the implementation of Riverwalk**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Obtain and leverage grant funding to cover at least 20% of the design and construction of the publicly owned Riverwalk area.	Percent of design and construction of Riverwalk area paid for with grant funds.	City Manager	21%	21%	21%	21%	21%	20%	The City received $990,000 in grant monies to cover an approximated cost of design and construction totaling about $4.8 million.
Complete Phase 1A of Riverwalk Park and open to the public before the end of the second quarter.	Phase 1A of Riverwalk Park open to public.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Phase 1A had a ribbon cutting on 4/11. While this phase was completed before the beginning of April, scheduling for the opening was not possible until April 11th.
Start construction on Phase 1B of Riverwalk by the end of the fiscal year.	Construction started on Phase 1B of Riverwalk.	Community Development	No	No	No	Yes	Yes	Yes	A Notice to Proceed was issued to Saboungi Construction Inc. on August 22 and construction is underway.
Enabling Objective 3.2	**Develop the strategy for use of appropriate incentives for desirable development**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Present a list of targeted business and locations within the City for possible development/redevelopment incentives to Council before the end of the fiscal year.	Draft list presented to Council.	Community Development	No	No	No	Yes	Yes	Yes	Chapter 20 of the Land Development Code and the Ridgewood Corridor Plan include lists of targeted businesses. Staff proposed a program for facade grants and other redevelopment incentives for these targeted businesses as part of the FY16/17 budget, but this project was not approved.
Enabling Objective 3.3	**Continue land acquisition program along US 1**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Acquire land along US1 as needed in order to begin the process of redevelopment along the Ridgewood Corridor.	Number of properties acquired along US 1.	City Manager	1	0	0	0	1	1	Penna Court Motel was purchased in December 2015.

Strategic Goal 3. Economic Development	To increase economic opportunities by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses								
Enabling Objective 3.4	**Establish a pricing and marketing program for City land in Eastport and other areas**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Hire commercial real estate agent to market and sell city property by the end of the first quarter.	Commercial real estate agent engaged to market and sell city property.	Community Development	Yes	Yes	Yes	Yes	Yes	Yes	A commercial real estate agent was hired during Q1. On June 6, Council approved the sale of Lot 5 in Eastport and the closing occurred on August 19. Lot 6 in Eastport is being actively marketed.
Enabling Objective 3.5	**Explore economic development through competitive sports tournaments**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Partner with a local university and Chamber to conduct an economic impact study of the sports tournaments held in the city.	Partnership established with university and chamber of commerce.	Parks & Recreation	No	No	Yes	Yes	Yes	Yes	The Department met with representatives at Daytona State College to partner with the City on an economic impact analysis on the use of Coraci Park for tournaments.

Strategic Goal 4. Fiscal Sustainability	To enhance the fiscal sustainability of the city through both technology and sound financial decision-making in order to ensure the organizational viability needed to properly serve the residents and businesses of Port Orange.								
Enabling Objective 4.1	**Acquire appropriate software for efficient/effective finance reporting and management**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete Phase 1 of ERP implementation by the end of the fiscal year.	Phase 1 of ERP implementation complete.	Administrative Services	No	No	No	No	No	Yes	Phase 1 includes the selection of ERP system completed and contract awarded. Staff originally felt this would be a good target, but after a little more training and better planning, this timeline was deemed to be too quick for successful implementation.
Enabling Objective 4.2	**Explore annexation opportunities**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Create a proposal for annexation incentives and provide to City Council by the end of the Fiscal Year.	Proposal prepared and provided to Council.	Community Development	No	No	No	Yes	Yes	Yes	The Department provided a proposal to Council on August 23. Council directed Staff to bring back a resolution to waive a portion of the fees and advertising costs in early 2017.
Enabling Objective 4.3	**Continue to simplify financial structure and reporting**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Produce a combined financial statement for funds 450 and 451 (Golf Course) by the end of the 3rd quarter.	Combined financial statement created.	Finance	No	Yes	Yes	Yes	Yes	Yes	The Department was working towards implementation by the end of the 3rd quarter, but completed this task ahead of schedule.
Enabling Objective 4.4	**Decrease unfunded pension liability**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Research and suggest at least one option to reduce or eliminate unfunded pension liability by the end of the fiscal year.	Number of suggestions researched and provided.	City Manager	0	0	1	1	2	1	Staff researched and provided options. Some options included further study but no money was budgeted in FY 2017 to complete the analysis.

Strategic Goal 4. Fiscal Sustainability	To enhance the fiscal sustainability of the city through both technology and sound financial decision-making in order to ensure the organizational viability needed to properly serve the residents and businesses of Port Orange.								
Enabling Objective 4.5	**Review and revise fees and charges if needed**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Analyze lien search charges to ensure competitiveness with similar cities and suggest changes (if necessary) by the end of the fiscal year.	Analysis completed and changes suggested (if necessary).	City Manager	No	No	Yes	Yes	Yes	Yes	Final report provided to Council. Staff is currently working to implement recommendations, which will include significant productivity savings.
Complete a fee study and adopt a new fee resolution for all parks fees by the end of the first quarter.	New fee schedule adopted and revised.	Parks & Recreation	Yes	Yes	Yes	Yes	Yes	Yes	Fees were adjusted and adopted in December 2015 and take effect January 1, 2016.
Enabling Objective 4.6	**Explore internal auditing needs and capabilities**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Create a list of auditing priorities for at least 55% of departments by end of the fiscal year.	% of departments with auditing priorities established.	City Manager	11%	33%	55%	55%	55%	55%	Current list includes auditing possibilities for Finance, Utilities, Community Development, Public Works
Enabling Objective 4.7	**Plan for equitable distribution of county gas tax**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Prepared an equitable proposal for county sales tax for consideration by the cities and county.	Proposal prepared.	City Manager	No	No	No	Yes	Yes	Yes	Staff prepared equitable proposal that will be brought forward to other municipalities and County before the current agreement expires in 2018.

Strategic Goal 5. Public Safety	To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure								
Enabling Objective 5.1	**Enhance paramedic services and capacity**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Obtain a satisfactory or above rating of at least 88% from individuals receiving medical treatment from Fire and Rescue.	Percent of individuals receiving medical treatment from Fire and Rescue rating that service "satisfactory" or higher.	Fire and Rescue	N/A	96.7%	N/A	N/A	96.7%	88%	This data is reported once per year and based on the Citizen Survey.
Enabling Objective 5.2	**Address traffic management and safety issues**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete Yorktown speed study by the end of the 3rd quarter.	Yorktown speed study completed.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Project completed in the 2nd quarter, earlier than expected.
Begin construction of the Crane Lakes traffic signal by the end of the fiscal year.	Construction begun on Crane Lakes traffic signal.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Construction began on 3/14 and was completed on 6/13, before the end of the fiscal year.
Provide at least one class to City youth on safe bicycle and pedestrian use of the roadways.	Number of youth classes provided on bicycle and pedestrian use of roadways.	Police	0	0	1	1	2	1	One bicycle safety class was held in Q3 on April 30th and a bicycle safety seminar was held at Family Days in which the PD spoke of bicycle safety and fitted and delivered 127 free bicycle helmets to the youth of Port Orange.
Enabling Objective 5.3	**Rebuild command structure of the police and fire department-operations zones**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Solidify Fire and Rescue senior management team including: Fire Chief, Deputy Fire Chief, Fire Marshall and Emergency Manager	Percent of senior management team in place.	Fire and Rescue	0%	25%	40%	100%	100%	100%	All senior positions filled.
Reorganize and fill all key police command staff positions by the end of the fiscal year.	% of key command staff positions filled.	Police	20%	100%	100%	100%	100%	100%	The Department has completed filling all command staff positions.

Strategic Goal 5. Public Safety	To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure								
Enabling Objective 5.4	Review, Update and drill emergency management protocols and training								
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
All City Manager's Department staff will complete (or update) required emergency management training and/or participate in at least two table-top drills before the end of the fiscal year.	Percent of City Manager's Department staff who completed (or updated) required emergency management training and/or participated in at least two table-top drills.	City Manager	50%	50%	100%	100%	100%	100%	The City participated in a number of table-top exercises in addition to recently responding to Hurricane Matthew, which will provide significant learning opportunities going forward.
Reduce the number of "Areas for Improvement" after table top exercises before the start of the 2016 hurricane season.	Percent decrease in the number of "Areas for Improvement" between the last two tabletop exercises.	Fire and Rescue	N/A	N/A	N/A	N/A	N/A	-15%	A 3rd Tabletop was to be held in the 4th quarter. Instead the City went through Hurricane Matthew at the very beginning of the new fiscal year. Lessons learned through the After Action Report will be forthcoming.
Conduct at least two mock storm events for EOC essential personnel before June, 1 2016.	Number of mock storm events conducted.	Fire and Rescue	1	0	1	0	2	2	The Fire and Rescue department conducted one mock storm event in the 1st quarter and one at the beginning of the 3rd quarter.
Provide at least one updated FEMA reimbursement form training class before June 1, 2016.	Number of FEMA reimbursement form training classes provided.	Fire and Rescue	1	0	0	0	1	1	The Department reviewed the FEMA reimbursement forms with essential EOC personnel during the table top exercise in the 1st quarter.
Relocate and build out the new Emergency Management Operations (EOC) Center at 4545 Clyde Morris Boulevard before June 1, 2016.	Completed build-out and move to the new EOC.	Fire and Rescue	No	No	No	Yes	Yes	Yes	Staff opened the new EOC before Hurricane Matthew and used the premises during the response to this event. So, while this goal was completed, it was not completed prior to the original goal of June 1st. Staff will seek additional improvements to the EOC in the future based on lessons learned during Hurricane Matthew.
Review, update and drill emergency management protocols and training at least once per calendar year.	Percent of emergency management protocols reviewed and updated (if necessary).	Police	0%	25%	100%	100%	100%	100%	The Department command staff has completed the review of all emergency management protocols and updated those that were identified as needing enhancement. *(This was done in collaboration with the City EM).

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.								
Enabling Objective 6.1	Implement the compensation study								
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Update salary survey results for 80% of City departments by the end of the fiscal year.	Percent of departments analyzed.	Administrative Services	10%	20%	75%	30%	30%	80%	Due to changes in leadership in Administrative Services, the level of analysis has been reevaluated and determined to be at a lower level than previously reported. However, the data that has been collected and analyzed has been useful in recent negotiations.
Implement the minimum rates of pay established by the Cody compensation and classification analysis by the end of the fiscal year.	Percent of bargaining and non-bargaining units with implemented minimums.	Administrative Services	80%	80%	100%	100%	100%	100%	All units were brought to at least within 99% of the minimum (as directed) during the budget process or through collective bargaining before or during Q3.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.								
Enabling Objective 6.2	Create a program for recruitment, retention and development of employees								
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Develop a relationship with Stetson University, Daytona State University, and Embry Riddle University to recruit quality new hires before the end of the fiscal year.	Recruiting relationship with local institutions of higher learning developed.	Police	No	No	Yes	Yes	Yes	Yes	The Department has solidified a genuine recruiting relationship with Daytona State College and Eastern Florida State College. While we have not been able to fully engage with Stetson or Embry Riddle at this time, we have made solid relationships with Lake County Technical College and the Jacksonville Naval Station.
Increase training opportunities for current officers.	% Increase in the number of training opportunities for current officers.	Police	-69%	-46%	-24%	-7%	-7%	5%	The Department completed 8,887 hours of training this year, which was about 12% less than the FY 16 goal. Due to limited resources, the department had to reduce planned training opportunities in order to staff shifts appropriately.
Formulate a useful career development program for current officers.	Career development program created.	Police	No	No	No	Yes	Yes	Yes	The Department began developing a program called Career Opportunities Program (COPs) to provide career development to our current officers and civilian employees. During Q4, the program was completed and 100% implemented. It is being managed in our Training Division.
Reduce annual turnover for the department below the 2015 mark of 13.	Turnover.	Public Utilities	1	3	3	5	12	<13	There were 5 separations this quarter, most were for better pay, one was for additional challenges, one is unknown.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.								
Enabling Objective 6.2	**Create a program for recruitment, retention and development of employees**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Increase the number of available training hours for employees.	Total number of training hours available to staff.	Public Utilities	0	979	735	859	2,573	>0	Training completed in the 4th quarter includes Successor training, In-house training, and outside formal Training
Create incentives for value added licensing by the end of the fiscal year.	Incentives for value added licenses created.	Public Utilities	No	No	No	No	No	Yes	Financial incentives must be negotiated in the PEA contract. However, negotiations have been delayed by the potential move to another bargaining unit.
Maintain a turnover rate of at least 10% below the national average turnover rate for state and local governments.	Difference in percent turnover rate from the national average.	Administrative Services	-13%	-15%	26%	-7%	-2.3%	-10%	This measure matches the most recent data available from BLS. Our average annual turnover rate was higher than our goal of 10% below the national average. The Department will work to adjust strategies and goals going forward.
Develop and begin providing an exit interview survey in order to better understand why turnover occurs throughout the city by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Yes	Yes	Paper based exit interview is offered to each employee and we hope to continue and use data to help recruit and retain staff.
Enabling Objective 6.3	**Develop a public relations plan/program to enhance city image**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Develop, implement, and advertise a website to promote positivity through the use of social media by the end of the 3rd quarter.	New website created and advertised.	Administrative Services	No	No	No	No	No	Yes	Staff has completed the new website but has held off advertising as our new website through Civic Plus may include many of the features envisioned in a secondary website.
Develop and promote a public relations campaign to enhance the city image.	Percent increase the general public perception and pride of the City of Port Orange.	City Manager	N/A	N/A	N/A	64%	64%	>0%	Our "Net Promoter Score" for the 4th quarter was 46/100 versus 28/100 for the 3rd quarter. As a comparison, the average score from 97,265 organizations world-wide was 36. This is a significant increase over the 3rd quarter original survey response.
Hold at least six “meet and greet” events in the public to increase dialogue during the fiscal year.	Number of meet and greet events held.	Police	3	9	16	12	40	6	The Department held 40 events throughout FY16 to help improve the ease of dialogue among citizens and the Police.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.								
Enabling Objective 6.4	**Increase 2-way communication with citizens**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Implement at least 5 enhancements or create additional avenues to improve 2-way communications with citizens.	Number of enhancements or additional avenues for citizen communication.	City Manager	0	4	1	0	5	5	Enhancements/initiatives include, Port Orange Pride, Survey Monkey, Coffee With the Manager, Coffee With a Cop, pop-up parks.
Enabling Objective 6.5	**Implement a continuous process improvement program to enhance policies and procedures**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Improve at least one process by the end of the fiscal year.	Number of processes improved.	City Manager	1	0	1	0	2	1	Created internal tracking system using city owned technology without having to purchase additional software saving $5,000 this year and $3,000 annually thereafter. Also researched Lien Process Improvement, which should result in significant productivity savings once implemented.
Prepare for and obtain the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation.	CALEA accreditation obtained.	Police	No	Yes	Yes	Yes	Yes	Yes	The Department obtained the "Certificate of Advanced Accreditation Gold Standard Excellence Award" in FY 16.
Obtain at least one utility related award for programs and performance and recognition through professional organizations by the end of the fiscal year.	Number of professional award recognitions received.	Public Utilities	0	1	1	0	2	1	The Department was awarded the Florida Department of Environmental Protection (FDEP) 2015 Water Plant Excellence Award. A second award for the Florida Section of the American Water Works Association (FS/AWWA) was awarded in the 3rd quarter.
Review all standard operating procedures by the end of the fiscal year.	Percent of department standard operating procedures reviewed.	Public Utilities	0%	17%	17%	0%	34%	100%	This project was delayed by the departure of the prior department director.
Develop and begin providing an new hire survey to enhance the onboarding process by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Yes	Yes	Web based and paper based offered.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.								
Enabling Objective 6.6	**Enhance Human Resources capabilities including labor relations and collective bargaining agreement administration**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Build strong partnerships with bargaining and non-bargaining units by coordinating at least 3 meetings with all stakeholder groups per year.	Number of meetings held with all stakeholder groups.	Administrative Services	0	4	6	6	16	15	The Department exceeded the target by one more meeting than planned. These meetings have helped improve lines of communication between the City and bargaining groups.
Enabling Objective 6.7	**Improve internal communication through a team approach**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Increase the percent of staff who feel they are informed, have clear direction, know how they fit in the organization and know where the organization is going.	Percent increase in the overall score in the internal staff assessment.	City Manager	N/A	N/A	1.9%	0.5%	0.5%	>0%	A survey was created and distributed to all employees. The baseline average response was 3.67/5.0. The average survey score for the rest of the year was 3.69/5.0. This is an increase of 0.5% over the baseline.
Enabling Objective 6.8	**Enhance contract management capabilities**								
Outcome statement	**Measure**	**Department**	**Q1**	**Q2**	**Q3**	**Q4**	**Annual Actual**	**Annual Target**	**Notes**
Complete phase 1 of a financial tracking system that will inform contract managers on spending levels for contracts by the end of the fiscal year.	Phase 1 complete.	Finance	No	No	No	No	No	Yes	The department will continue to assess the ability of our vendors to help automate this process in the coming year.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Update salary survey results for 80% of City departments by the end of the fiscal year.	Percent of departments analyzed.	Administrative Services	10%	20%	75%	30%	30%	80%	Due to changes in leadership in Administrative Services, the level of analysis has been reevaluated and determined to be at a lower level than previously reported. However, the data that has been collected and analyzed has been useful in recent negotiations.
Build strong partnerships with bargaining and non-bargaining units by coordinating at least 3 meetings with all stakeholder groups per year.	Number of meetings held with all stakeholder groups.	Administrative Services	0	4	6	6	16	15	The Department exceeded the target by one more meeting than planned. These meetings have helped improve lines of communication between the City and bargaining groups.
Maximize uptime percentage for fiber-optic network infrastructure.	Uptime percentage to remote facilities via fiber-optic connection	Administrative Services	100.0%	99.9%	100.0%	98.1%	99.5%	>99.9%	This measure missed its annual target by 0.4% due to outages in Q4 caused by Hurricane Matthew. We also switched ISP's during Q4, which required scheduled maintenance.
Complete phase 1 of testing the viability of wireless in all city parks before the end of the fiscal year.	Phase 1 complete.	Administrative Services	No	No	No	No	No	Yes	The City will not be moving in a different direction based on the wide availability of cheaper data plans in the US. This will eliminate the need for future budget requests in the amount of $100,000 over the next three years.
Complete Phase 1 of ERP implementation by the end of the fiscal year.	Phase 1 of ERP implementation complete.	Administrative Services	No	No	No	No	No	Yes	Phase 1 includes the selection of ERP system completed and contract awarded. Staff originally felt this would be a good target, but after a little more training and better planning, this timeline was deemed to be too quick for successful implementation.
Implement the minimum rates of pay established by the Cody compensation and classification analysis by the end of the fiscal year.	Percent of bargaining and non-bargaining units with implemented minimums.	Administrative Services	80%	80%	100%	100%	100%	100%	All units were brought to at least within 99% of the minimum during the budget process or through collective bargaining before or during Q3.
Maintain a turnover rate of at least 10% below the national average turnover rate for state and local governments.	Difference in percent turnover rate from the national average.	Administrative Services	-13%	-15%	26%	-7%	-2.3%	-10%	This measure matches the most recent data available from BLS. Our average annual turnover rate was higher than our goal of 10% below the national average. The Department will work to adjust strategies and goals going forward.
Develop and begin providing an exit interview survey in order to better understand why turnover occurs throughout the city by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Yes	Yes	Paper based exit interview is offered to each employee and we hope to continue and use data to help recruit and retain staff.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Develop, implement, and advertise a website to promote positivity through the use of social media by the end of the 3rd quarter.	New website created and advertised.	Administrative Services	No	No	No	No	No	Yes	Staff has completed the new website but has held off advertising as our new website through Civic Plus may include many of the features envisioned in a secondary website.
Develop and begin providing an new hire survey to enhance the onboarding process by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Yes	Yes	Web based and paper based offered.
Obtain and leverage grant funding to cover at least 20% of the design and construction of the publicly owned Riverwalk area.	Percent of design and construction of Riverwalk area paid for with grant funds.	City Manager	21%	21%	21%	21%	21%	20%	The City received $990,000 in grant monies to cover an approximated cost of design and construction totaling about $4.8 million.
Acquire land along US1 as needed in order to begin the process of redevelopment along the Ridgewood Corridor.	Number of properties acquired along US 1.	City Manager	1	0	0	0	1	1	Penna Court Motel was purchased in December 2015.
Improve at least one process by the end of the fiscal year.	Number of processes improved.	City Manager	1	0	1	0	2	1	Created internal tracking system using city owned technology without having to purchase additional software saving $5,000 this year and $3,000 annually thereafter. Also researched Lien Process Improvement, which should result in significant productivity savings once implemented.
Research and suggest at least one option to reduce or eliminate unfunded pension liability by the end of the fiscal year.	Number of suggestions researched and provided.	City Manager	0	0	1	1	2	1	Staff researched and provided options. Some options included further study but no money was budgeted in FY 2017 to complete the analysis.
Analyze lien search charges to ensure competitiveness with similar cities and suggest changes (if necessary) by the end of the fiscal year.	Analysis completed and changes suggested (if necessary).	City Manager	No	No	Yes	Yes	Yes	Yes	Final report provided to Council. Staff is currently working to implement recommendations, which will include significant productivity savings.
Create a list of auditing priorities for at least 55% of departments by end of the fiscal year.	% of departments with auditing priorities established.	City Manager	11%	33%	55%	55%	55%	55%	Current list includes auditing possibilities for Finance, Utilities, Community Development, Public Works
Prepared an equitable proposal for county sales tax for consideration by the cities and county.	Proposal prepared.	City Manager	No	No	No	Yes	Yes	Yes	Staff prepared equitable proposal that will be brought forward to other municipalities and County before the current agreement expires in 2018.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
All City Manager's Department staff will complete (or update) required emergency management training and/or participate in at least two table-top drills before the end of the fiscal year.	Percent of City Manager's Department staff who completed (or updated) required emergency management training and/or participated in at least two table-top drills.	City Manager	50%	50%	100%	100%	100%	100%	The City participated in a number of table-top exercises in addition to recently responding to Hurricane Matthew, which will provide significant learning opportunities going forward.
Implement at least 5 enhancements or create additional avenues to improve 2-way communications with citizens.	Number of enhancements or additional avenues for citizen communication.	City Manager	0	4	1	0	5	5	Enhancements/initiatives include, Port Orange Pride, Survey Monkey, Coffee With the Manager, Coffee With a Cop, pop-up parks.
Increase the percent of staff who feel they are informed, have clear direction, know how they fit in the organization and know where the organization is going.	Percent increase in the overall score in the internal staff assessment.	City Manager	N/A	N/A	1.9%	0.5%	0.5%	>0%	A survey was created and distributed to all employees. The baseline average response was 3.67/5.0. The average survey score for the rest of the year was 3.69/5.0. This is an increase of 0.5% over the baseline.
Develop and promote a public relations campaign to enhance the city image.	Percent increase the general public perception and pride of the City of Port Orange.	City Manager	N/A	N/A	N/A	64%	64%	>0%	Our "Net Promoter Score" for the 4th quarter was 46/100 versus 28/100 for the 3rd quarter. As a comparison, the average score from 97,265 organizations world-wide was 36. This is a significant increase over the 3rd quarter original survey response.
Hire commercial real estate agent to market and sell city property by the end of the first quarter.	Commercial real estate agent engaged to market and sell city property.	Community Development	Yes	Yes	Yes	Yes	Yes	Yes	A commercial real estate agent was hired during Q1. On June 6, Council approved the sale of Lot 5 in Eastport and the closing occurred on August 19. Lot 6 in Eastport is being actively marketed.
Submit at least 3 applications to River to Sea TPO for transportation and sidewalk infrastructure improvements by the end of the fiscal year.	Number of applications submitted for transportation and sidewalk infrastructure improvements.	Community Development	0	0	6	0	6	3	Six applications were submitted to the TPO in April. All applications, except the Yorktowne Blvd. extension were accepted and were added to the TPO priority project list.
Obtain permits from FDOT for landscaping/ irrigation and gateway entry signs within the Ridgewood Ave. medians by the end of the fiscal year.	Permits obtained.	Community Development	No	No	No	Yes	Yes	Yes	The FDOT permits have been obtained. City Gateway Signs are scheduled to be advertised in November. Staff is preparing bid documents for the Landscape and Irrigation project to be advertised in December

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Submit 2 applications to "River to Sea" TPO to prepare a feasibility study for a cross-town trail and riverside trail south of Dunlawton by the end of the fiscal year.	Number of applications submitted.	Community Development	0	1	0	0	1	2	One application was submitted to TPO for the riverside trail. The original proposed route for the Cross-Town Trail included the FPL Corridor for a substantial portion of the trail but FPL has indicated they will no longer allow their corridor to be used for trails. Because a new route has to be identified, no application was submitted to the TPO for the Cross-Town Trail in 2016. Staff expects to submit an application for this trail in 2017 if an alternate route can be identified.
Implement at least one enhancement for Code Enforcement vehicles by the end of the fiscal year.	Number of enhancements implemented.	Community Development	0	0	0	1	1	1	Larger decals have been placed on all Code vehicles to increase visibility.
Complete Phase 1A of Riverwalk Park and open to the public before the end of the second quarter.	Phase 1A of Riverwalk Park open to public.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Phase 1A had a ribbon cutting on 4/11. While this phase was completed before the beginning of April, scheduling for the opening was not possible until April 11th.
Start construction on Phase 1B of Riverwalk by the end of the fiscal year.	Construction started on Phase 1B of Riverwalk.	Community Development	No	No	No	Yes	Yes	Yes	A Notice to Proceed was issued to Saboungi Construction Inc. on August 22 and construction is underway.
Present a list of targeted business and locations within the City for possible development/redevelopment incentives to Council before the end of the fiscal year.	Draft list presented to Council.	Community Development	No	No	No	Yes	Yes	Yes	Chapter 20 of the Land Development Code and the Ridgewood Corridor Plan include lists of targeted businesses. Staff proposed a program for facade grants and other redevelopment incentives for these targeted businesses as part of the FY16/17 budget, but this project was not approved.
Create a proposal for annexation incentives and provide to City Council by the end of the Fiscal Year.	Proposal prepared and provided to Council.	Community Development	No	No	No	Yes	Yes	Yes	The Department provided a proposal to Council on August 23. Council directed Staff to bring back a resolution to waive a portion of the fees and advertising costs in early 2017.
Complete Yorktown speed study by the end of the 3rd quarter.	Yorktown speed study completed.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Project completed in the 2nd quarter, earlier than expected.
Begin construction of the Crane Lakes traffic signal by the end of the fiscal year.	Construction begun on Crane Lakes traffic signal.	Community Development	No	Yes	Yes	Yes	Yes	Yes	Construction began on 3/14 and was completed on 6/13, before the end of the fiscal year.
Complete phase 1 (Spruce Creek Road to Nova Road) of the landscape improvements to the Dunlawton medians by the end of the fiscal year.	Percent of Phase 1 landscape improvements completed.	Community Development	15%	50%	N/A	N/A	N/A	100%	Council rejected the bid and has directed staff to rebid with the remaining phases, which will occur in Q1 of FY17.
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes

MEASURES BY DEPARTMENT									
Produce a combined financial statement for funds 450 and 451 (Golf Course) by the end of the 3rd quarter.	Combined financial statement created.	Finance	No	Yes	Yes	Yes	Yes	Yes	The Department was working towards implementation by the end of the 3rd quarter, but completed this task ahead of schedule.
Complete phase 1 of a financial tracking system that will inform contract managers on spending levels for contracts by the end of the fiscal year.	Phase 1 complete.	Finance	No	No	No	No	No	Yes	The department will continue to assess the ability of our vendors to help automate this process in the coming year.
Obtain a satisfactory or above rating of at least 88% from individuals receiving medical treatment from Fire and Rescue.	Percent of individuals receiving medical treatment from Fire and Rescue rating that service "satisfactory" or higher.	Fire and Rescue	N/A	96.7%	N/A	N/A	96.7%	88%	This data is reported once per year and based on the Citizen Survey.
Solidify Fire and Rescue senior management team including: Fire Chief, Deputy Fire Chief, Fire Marshall and Emergency Manager	Percent of senior management team in place.	Fire and Rescue	0%	25%	40%	100%	100%	100%	All senior positions filled.
Reduce the number of "Areas for Improvement" after table top exercises before the start of the 2016 hurricane season.	Percent decrease in the number of "Areas for Improvement" between the last two tabletop exercises.	Fire and Rescue	N/A	N/A	N/A	N/A	N/A	-15%	A 3rd Tabletop was to be held in the 4th quarter. Instead the City went through Hurricane Matthew at the very beginning of the new fiscal year. Lessons learned through the After Action Report will be forthcoming.
Conduct at least two mock storm events for EOC essential personnel before June, 1 2016.	Number of mock storm events conducted.	Fire and Rescue	1	0	1	0	2	2	The Fire and Rescue department conducted one mock storm event in the 1st quarter and one at the beginning of the 3rd quarter.
Provide at least one updated FEMA reimbursement form training class before June 1, 2016.	Number of FEMA reimbursement form training classes provided.	Fire and Rescue	1	0	0	0	1	1	The Department reviewed the FEMA reimbursement forms with essential EOC personnel during the table top exercise in the 1st quarter.
Relocate and build out the new Emergency Management Operations (EOC) Center at 4545 Clyde Morris Boulevard before June 1, 2016.	Completed build-out and move to the new EOC.	Fire and Rescue	No	No	No	Yes	Yes	Yes	Staff opened the new EOC before Hurricane Matthew and used the premises during the response to this event. So, while this goal was completed, it was not completed prior to the original goal of June 1st. Staff will seek additional improvements to the EOC in the future based on lessons learned during Hurricane Matthew.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Complete a fee study and adopt a new fee resolution for all parks fees by the end of the first quarter.	New fee schedule adopted and revised.	Parks & Recreation	Yes	Yes	Yes	Yes	Yes	Yes	Fees were adjusted and adopted in December 2015 and take effect January 1, 2016.
Partner with a local university and Chamber to conduct an economic impact study of the sports tournaments held in the city.	Partnership established with university and chamber of commerce.	Parks & Recreation	No	No	Yes	Yes	Yes	Yes	The Department met with representatives at Daytona State College to partner with the City on an economic impact analysis on the use of Coraci Park for tournaments.
Maintain the number of events held at City Center in FY 2015-16.	Number of events held at City Center.	Parks and Recreation	14	10	11	13	48	48	The City met the goal of maintaining the number of events held at City Center in FY 16. Once Riverwalk Park fully opens, the number of events in the City will have the potential to increase.
Begin process of adopting a new Parks and Recreation Master Plan before the end of FY 2016-17 by planning for inclusion in next year's budget.	Budget request for master plan submitted to Council.	Parks and Recreation	No	No	No	No	No	Yes	The department submitted a budget request for the parks and recreation master plan, but it was not approved in the final budget for FY 17.
Increase training opportunities for current officers.	% Increase in the number of training opportunities for current officers.	Police	-69%	-46%	-24%	-7%	-7%	5%	The Department completed 8,887 hours of training this year, which was about 12% less than the FY 16 goal. Due to limited resources, the department had to reduce planned training opportunities in order to staff shifts appropriately.
Formulate a useful career development program for current officers.	Career development program created.	Police	No	No	No	Yes	Yes	Yes	The Department began developing a program called Career Opportunities Program (COPs) to provide career development to our current officers and civilian employees. During Q4, the program was completed and 100% implemented. It is being managed in our Training Division.
Provide at least one class to City youth on safe bicycle and pedestrian use of the roadways.	Number of youth classes provided on bicycle and pedestrian use of roadways.	Police	0	0	1	1	2	1	One bicycle safety class was held in Q3 on April 30th and a bicycle safety seminar was held at Family Days in which the PD spoke of bicycle safety and fitted and delivered 127 free bicycle helmets to the youth of Port Orange.
Reorganize and fill all key police command staff positions by the end of the fiscal year.	% of key command staff positions filled.	Police	20%	100%	100%	100%	100%	100%	The Department has completed filling all command staff positions.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Review, update and drill emergency management protocols and training at least once per calendar year.	Percent of emergency management protocols reviewed and updated (if necessary).	Police	0%	25%	100%	100%	100%	100%	The Department command staff has completed the review of all emergency management protocols and updated those that were identified as needing enhancement. *(This was done in collaboration with the City EM).
Develop a relationship with Stetson University, Daytona State University, and Embry Riddle University to recruit quality new hires before the end of the fiscal year.	Recruiting relationship with local institutions of higher learning developed.	Police	No	No	Yes	Yes	Yes	Yes	The Department has solidified a genuine recruiting relationship with Daytona State College and Eastern Florida State College. While we have not been able to fully engage with Stetson or Embry Riddle at this time, we have made solid relationships with Lake County Technical College and the Jacksonville Naval Station.
Hold at least six “meet and greet” events in the public to increase dialogue during the fiscal year.	Number of meet and greet events held.	Police	3	9	16	12	40	6	The Department held 40 events throughout FY16 to help improve the ease of dialogue among citizens and the Police.
Prepare for and obtain the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation.	CALEA accreditation obtained.	Police	No	Yes	Yes	Yes	Yes	Yes	The Department obtained the "Certificate of Advanced Accreditation Gold Standard Excellence Award" in FY 16.
Increase capacity for water filtration and disposal by 100,000,000 gallons by the end of the fiscal year.	Increased capacity for water filtration and disposal.	Public Utilities	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	100,000,000	The reclaimed lakes project was finished on time and provided for the increase in capacity.
Begin phase one of the utilities master plan by the end of the fiscal year.	Phase 1 started.	Public Utilities	No	No	No	No	No	Yes	This project was put on hold after the vacancy of the prior department director. However, the department has accepted the free assistance of the Florida Rural Water Association to better define the scope of services and will then go through the request for qualification process.
Complete phase 1 of septic tank impact analysis before the end of the fiscal year.	Phase 1 complete.	Public Utilities	No	No	No	No	No	Yes	The Department contracted a study to identify septic tank locations within the service area. Report due December 31, 2016.
Reduce annual turnover for the department below the 2015 mark of 13.	Turnover.	Public Utilities	1	3	3	5	12	<13	There were 5 separations this quarter, most were for better pay, one was for additional challenges, one is unknown.
Increase the number of available training hours for employees.	Total number of training hours available to staff.	Public Utilities	0	979	735	859	2,573	>0	Training completed in the 4th quarter includes Successor training, In-house training, and outside formal Training
Create incentives for value added licensing by the end of the fiscal year.	Incentives for value added licenses created.	Public Utilities	No	No	No	No	No	Yes	Financial incentives must be negotiated in the PEA contract. However, negotiations have been delayed by the potential move to another bargaining unit.

MEASURES BY DEPARTMENT									
Outcome statement	Measure	Department	Q1	Q2	Q3	Q4	Annual Actual	Annual Target	Notes
Obtain at least one utility related award for programs and performance and recognition through professional organizations by the end of the fiscal year.	Number of professional award recognitions received.	Public Utilities	0	1	1	0	2	1	The Department was awarded the Florida Department of Environmental Protection (FDEP) 2015 Water Plant Excellence Award. A second award for the Florida Section of the American Water Works Association (FS/AWWA) was awarded in the 3rd quarter.
Review all standard operating procedures by the end of the fiscal year.	Percent of department standard operating procedures reviewed.	Public Utilities	0%	17%	17%	0%	34%	100%	This project was delayed by the departure of the prior department director.
Submit contract for Stormwater Master Plan development to City Council for approval and award before the end of the fiscal year.	Stormwater Master Plan contract submitted to City Council.	Public Works	No	No	No	No	No	Yes	Contract award for a Stormwater Master Plan was approved by the City Council on November 1, 2016. It was on the City Council agenda for approval in September 2016 and October 2016 but had to be moved twice for various reasons.
Gather at least 10% inventory and condition assessment data annually for use in infrastructure preventive maintenance for at least 1 infrastructure (streets, sidewalks, stormwater drainage systems, etc.).	Percentage of inventory and condition data gathered for at least 1 infrastructure.	Public Works	0%	0%	0%	0%	0%	10%	The RFP to select a firm to gather street inventory and condition data must be readvertised due to an issue that was discovered with the original solicitation. Once the RFP has been awarded the department expects to begin meeting this goal.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/15/2016**

Consent item: No

SUBJECT: City Attorney Comments

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: The City Attorney will recognize Matthew Jones, Deputy City Attorney and Police Legal Advisor for his exemplary service to the City of Port Orange.

Project No.:	Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 11/07/2016
Margaret Roberts	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: Town of Ponce Inlet Water Impact Fee Discussion

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Recommend Council approve allowing the City Manager to refund the Town of Ponce Inlet the impact.

SUMMARY:

There is a resident of Ponce Inlet residing at 119 Beach Street. He was charged and paid the necessary impact fees for water for his newly constructed home. After he paid the necessary fees he started investigating whether the fees had been paid in the past by a previous owner of a house that was demolished in In 1989.

The City of Port Orange and Town of Ponce Inlet entered into an inter-local agreement in 1981:

- The City sells wholesale water to the town who distributes it to its customers through a town owned distribution system.
- The City treats the wastewater, which is billed and collected by the town. The town then pays the City.
- The Town will collect impact fees on all new construction. The agreement is silent on existing construction.

It is assumed the demolished house had running water, and was more than 8 years old, making it existing construction at the time of the agreement in 1989.

On April 21, 2016 the Town issued a building permit, and on April 25th, the builder, Olsen Custom Homes, paid a water impact fee of $1,805 and a sewer impact fee of $1,868 to the Town.

On May 11, 2016, the City recorded receipt of the water and sewer impact fee.

On September 8, 2016, the Town sent the City a letter requesting reimbursement of the water portion of the fee, under the assumption that the house demolished in 1989 had water, and had paid its impact fees at the time it was constructed.

The City Manager feels that, absent proof otherwise, we should assume the impact fees

were paid by the previous residents of the previous home and that the current home owner should not have paid the new impact fees. The City Manager cannot make this decision without Council because Article IV Section 3 of the City's Code of Ordinances states that "once paid, such fees shall not be refundable."

The City Manager opines that the fee should never have been levied by the Town of Ponce Inlet and therefore should never have been remitted to the City of Port Orange.

Guidance is requested, as the water impact fee was obviously collected in error.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	PI Water Contract with PO 1981	PU-10 Water_Ponce_Inlet.pdf
2.	VC Prop record showing demo in 1989	VC Property Appriaser-119 Beach St Ponce Inlet.pdf
3.	Impact Fee pmt 5-11-16	Impact fee receipt 5-11-16.pdf
4.	Ponce ltr to Riehm re 119 Beach 9-8-16	McColl ltr to Riehm re 119 Beach St 9-8-16.pdf
5.	Land Dev Code Ordinance re Impact fee refunds	Article IV Section 3(h)-Impact Fee refunds.pdf
6.	PI Sewer Interlocal-background only	PU-9 Sewer_Ponce Inlet_Interlocal.pdf
7.	PI Sewer Amend #1-background only	PU-9 Sewer_Ponce Inlet First Amendment.pdf
8.	PI Sewer Amend #2-background only	PU-9 Sewer_Ponce Inlet Second Amendment.pdf

Robin Fenwick	Created/Initiated - 11/07/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

WITH FRED ED

FILE PONCE INLET

12/30/14

CONTRACT BETWEEN THE TOWN OF PONCE INLET, FLORIDA, AND THE CITY OF PORT ORANGE, FLORIDA, PROVIDING FOR THE RENDITION OF WATER SERVICE BY THE CITY OF PORT ORANGE TO THE TOWN OF PONCE INLET.

THIS CONTRACT, Made and entered into this 20th day of May, 1981, by and between the Town of Ponce Inlet, Florida, a municipal corporation organized and existing under the laws of the State of Florida, Party of the First Part, and the City of Port Orange, a municipal corporation organized and existing under the laws of the State of Florida, Party of the Second Part.

WITNESSETH:

THAT, in consideration of the covenants and agreements herein set forth to be observed and performed, the parties hereto covenant and agree as follows:

SECTION 1

PART 1 - General Purpose. The City of Port Orange hereby agrees, subject to the terms of this Contract, to deliver under distribution system pressure, or at a pressure of not less than 40 psi (pounds per square inch) when the rate of flow is equal to the average consumption during the month of maximum normal demand of the Town of Ponce Inlet which has occurred in the year prior to the time when the consideration is made, at such point or points as may be mutually agreed upon by the parties hereto, all the water reasonably requested by the Town of Ponce Inlet for use in its water distribution system for the effective period of this Contract. The City of Port Orange will deliver sufficient water to continuously supply the Town of Ponce Inlet's requirements except that:

The temporary cessation of delivery of water at any time by an act of God, fires, strikes, casualties, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps, or pipelines, civil or military authority, insurrection, riot, or any cause beyond the control of the City of Port Orange, shall not constitute a breach of this Contract by the City of Port

Orange. The Town of Ponce Inlet shall indemnify and save harmless the City of Port Orange and the City of Port Orange shall not be liable to the Town of Ponce Inlet or its customers for any damage resulting from such unavoidable cessation of delivery.

The Town of Ponce Inlet agrees to provide adequate storage and pumping facilities for the purpose of avoiding abnormal demands on the water supply to the detriment of the common users, and the City of Port Orange reserves the right to control against demands upon the water supply system capacity to the extent necessary for the reasonable protection of other users of the water supply system in their pressure and volume requirements, to the end that all common users of the water supply system enjoy reasonably equal consideration of their respective rights thereto. Any controls on supply, deliberate shut-offs or similar actions shall be effected equitably among all customers served by the City of Port Orange and not singularly or disproportionately against consumers in Ponce Inlet.

It is specifically agreed that the Town of Ponce Inlet will retain the capability to use the existing reverse osmosis equipment until the Port Orange 5.0 MGD water plant is complete, tested and in service. Port Orange may require Ponce Inlet to use this equipment during peak demand days. During the period between the signing of this Agreement and plant startup, the Town on Ponce Inlet will retain a moratorium on new water connections.

PART 2. The Town of Ponce Inlet, during the term of this Contract, covenants not to purchase water from any other source and not to develop another source of water supply except for emergency use provided, however, the City of Port Orange is capable of supplying and does supply the water requested by the Town of Ponce Inlet under the terms of this Contract.

In the event the Town of Ponce Inlet elects to sell the water distribution system owned by it, its successors and/or assigns,

the City of Port Orange shall have the first option to purchase same.

PART 3. All water delivered under this Contract shall be of like potability and purity as that furnished to the citizens of Port Orange, and shall meet the bacterial and chemical quality standards of the State of Florida Department of Environmental Regulation and the United States of America Environmental Protection Agency (and shall be of harness normally accepted for municipal water supplies).

PART 4 - Points of Delivery and Meter Readings. The water furnished hereunder will be delivered by Port Orange and will be accepted and received by Ponce Inlet at the existing point of delivery.

Additional points of delivery may be established at such times and places as shall be mutually agreed upon by the parties hereto, it being the understanding of the parties that the City of Port Orange would install water mains to the municipal boundary of the Town of Ponce Inlet. Ponce Inlet shall bear the cost and expense of establishing each such additional point of delivery, obtaining such easements as may be needed and furnishing all necessary labor and materials, except the meter, required to connect to Port Orange's main, all in accordance with plans and specifications to be approved by Port Orange. Port Orange will supply and install the meter and retain ownership thereof. The operation and maintenance of all facilities between the meter and Ponce Inlet's transmission or distribution main shall be the sole responsibility of Ponce Inlet. The readings of each meter at all points of delivery shall be taken by Port Orange on or about the 28th day of each month and shall be used for monthly billing purposes under the provisions of this Agreement.

PART 5 - Water Pressures. The water furnished by Port Orange hereunder shall be delivered to Ponce Inlet at each point of

delivery at the pressure which Port Orange, in the operation of its transmission and distribution facilities, endeavors to maintain at such point of delivery for the purpose of rendering adequate water service to the Port Orange service area. It shall be the obligation of and duty of Ponce Inlet to carry the water at its own expense from each such point of delivery to the place or places of ultimate use on its distribution system and, in so doing, to supply and impart to the water such additional pressure as may be necessary to provide adequate pressure at all points throughout its distribution system, in consequence whereof Port Orange shall not be responsible for insufficient pressure, nor be required to correct any fluctuation in pressure, occurring beyond any such point of delivery or at any point in the water distribution system of the Town of Ponce Inlet.

PART 6 - Rate and Amount to be Paid Monthly by the Town of Ponce Inlet. Ponce Inlet shall pay to Port Orange as compensation for all water delivered to Ponce Inlet during each month of the effective period hereof:

1. A flat monthly service charge of Fifty Dollars ($50.00) per master meter.

2. The current amount of $1.51 multiplied by the number of thousand (1,000) gallons of water delivered to Ponce Inlet during each month. The amount will be adjusted annually beginning October 1, 1981 to meet the water system cost budgeted for the ensuing fiscal year.

3. An impact (connection) fee shall be paid to Port Orange by the Town of Ponce Inlet for each new unit connected to the Ponce Inlet system. The fee shall be paid in such amounts and for all units as defined in the Port Orange Code of Ordinances, Chapter 20, or subsequent amendments thereto. These fees are based upon unit costs for capital expansion and will be adjusted annually to reflect changes in construction cost. This amount will be remitted monthly. This provision shall not prevent the Town of Ponce Inlet from

assessing and collecting an additional impact (connection) fee to be retained by the Town of Ponce Inlet for its uses and purposes.

SECTION II

GENERAL CONDITIONS

PART I - Retail Rates to be Charged by Ponce Inlet. The Town of Ponce Inlet shall establish, impose, maintain, and collect or cause to be established, imposed, maintained, and collected at all times throughout the effective period hereof, such rates and charges for water distribution as will enable it to pay in full amounts to which Port Orange shall be entitled hereunder. Out of the proceeds collected by the Town of Ponce Inlet, all sums due the City of Port Orange by the Town shall first be paid to the City of Port Orange. Further, the Town of Ponce Inlet shall establish and charge water rates in accordance with Federal and State laws, requirements of Port Orange Bond covenants, and regulations including contractually required or any other rate schedules as may be imposed pursuant to grant agreements that Port Orange accepts to aid in financing its water distribution system.

PART 2 - Payment. A monthly bill showing the amount due for water treatment service furnished during each month shall be submitted by Port Orange to Ponce Inlet. The amounts shown by the monthly bills as due Port Orange shall be paid within twenty (20) days after rendering of such bills. If not received by Port Orange within twenty (20) days, a ten percent (10%) additional charge of the gross amount of the billing will be immediately due and owing.

PART 3 - Audits. The City of Port Orange and the Town of Ponce Inlet shall exchange at the end of each fiscal year, a copy of the annual audit of its water system for the purpose of verifying such audits and the correctness thereof. The City and the Town reserves the right, at its expense, during the first six (6) months following the close of such fiscal year to have the said books and accounts audited by a certified public accountant, and

if there be any discrepancies in the reports of the audits made for the City and Town as compared to the audits exchanged, each party may pursue its remedies as may be available under law.

PART 4 - Accuracy of Meters. In case any question shall arise concerning the accuracy of the water meters, Ponce Inlet shall have the right upon making a written request of Port Orange to have said meter or meters tested in the presence of a representative of both Ponce Inlet and Port Orange. If said meter or meters are found to be substantially accurate, the cost of the test shall be paid by Ponce Inlet and if the results of such test show substantial inaccuracy, said meter or meters shall be restored to an accurate condition or a new meter or meters shall be installed as soon as practical at the cost of Port Orange. The term substantially accurate herein above shall be construed to mean two and one-half percent (2-1/2%) plus or minus from perfect registration.

Port Orange reserves the right to test the water meters at any time and at is own expense.

Should the above test show any water meter to be substantially inaccurate or should such meter fail to operate, the monthly amount of water delivered by Port Orange subsequent to such tests and until such meter or meters tested are restored to an accurate condition or replaced shall be computed as the same percentage of the total water delivered by the Port Orange water system during the calendar month preceding the meter test as was delivered to Ponce Inlet in said preceding calendar month.

PART 5 - Florida Department of Environmental Regulation Approval. Both parties agree that any additions to their water system subsequent to the date of this Agreement will be installed in accordance with plans and specifications which have been approved by the Florida Department of Environmental Regulation.

PART 6 - Effective Period of Contract. This Contract shall be and remain in full force and effect for and during a period of twenty (20) years from and after the date of the execution

hereof; provided, however, that this Contract may be terminated at any time by mutual consent and agreement of the parties hereto.

PART 7 - Contract Binding Upon Successors. This Contract shall inure to and be binding upon the successors of each of the parties hereto; provided, however, that in the event that at any time during the effective period hereof, Ponce Inlet shall sell a portion of its water distribution system to a third party, upon a decision by Port Orange not to exercise the right of first refusal, the purchaser thereof shall acquire no rights of any kind hereunder unless the City of Port Orange shall agree thereto in writing prior to the consummation of such sale, but all provisions of this Contract shall continue to be in full force and effect and binding upon both parties hereto with respect to all portions of Ponce Inlet's water distribution system not covered by such sale.

IN WITNESS WHEREOF, the parties hereto have caused this instrument and an exact duplicate hereof to be executed in their names and their corporate seals affixed hereto and to said duplicate, by their respective officers thereunto duly authorized, all as of the day and year hereinabove first written.

CITY OF PORT ORANGE (SEAL)

By _____
Mayor

Approved as to form and correctness

_____
City Attorney, City of Port Orange

Attest: _____
City Clerk

TOWN OF PONCE INLET (SEAL)

By _____
Mayor

Approved as to form and correctness

_____
Town Attorney, Town of Ponce Inlet

Attest: _____
City Clerk

Volusia County FLORIDA

Volusia County
Property Appraiser

Morgan B. Gilreath Jr.
M.A., C.F.A.

Parcel Information: 6430-19-00-0010 **2017 Working Tax Roll** **Last Updated: 10-23-2016**

Owner Name and Address

Alternate Key	5107868	**Parcel Status**	Active Parcel (Real Estate)
Short Parcel ID	6430-19-00-0010	**Mill Group**	405 Ponce Inlet
Full Parcel ID	30-16-34-19-00-0010	**2016 Final Mill Rate**	21.04750
Created Date	21 AUG 1989		
Property Class	00 Vacant Residential		
Ownership Type	Trust	**Ownership Percent**	50
Owner Name	ROXENBERG PAUL B TR &		
Owner Name/Address 1	PAUL B ROXENBERG REVOC TRUST		
Owner Address 2	1104 W. WILLOW RUN DR		
Owner Address 3	PORT ORANGE FL		
Owner Zip/Postal Code	32129		
Situs Address	BEACH ST PONCE INLET 32127		

Additional Owners

Ownership Type	Trust	**Ownership Percent**	50.00
Additional Owner Name	ROXENBURG BEVERLY G TR &		

Legal Description

LOT 1 INLET OAKS SUB MB 42 PG 164 PER OR 4636 PG 2039 PER OR 6528 PG 1555 PER OR 7190 PG 3163 PER OR 7191 PG 0510 PER OR 7192 PG 0630 PER OR 7198 PG 0989 PER OR 7200 PG 1633

Sales History

Book	Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
7200	1633	12/2015	Warranty Deed	Unqualified Sale	No	100
7198	0989	12/2015	Warranty Deed	Unqualified Sale	No	100
7192	0630	11/2015	Warranty Deed	Unqualified Sale	No	100
7191	0510	11/2015	Warranty Deed	Unqualified Sale	No	100
7190	3163	11/2015	Warranty Deed	Qualified Sale	No	175,000
6528	1555	10/2010	Quit Claim Deed	Unqualified Sale	No	100
4636	2039	01/2001	Warranty Deed	Qualified Sale	No	65,000

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2016	136,364	0	0	136,364	136,364	136,364	0	136,364	0	136,364
2015	117,555	0	0	117,555	117,555	117,555	0	117,555	0	117,555

Display Value History

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
0001	VAC PVD THRU .49 AC	102.0	161.0	102.00	FRONT FEET	1450.00	92	100	100	100	136,364
Neighborhood	4692 INLET OAKS					**Total Land Classified**					0
						Total Land Just					136,364

Parcel Notes (Click button below to display Parcel Notes)

Display Notes

Planning and Building

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
2231	50	07-01-1989	10-01-1989	DEMO OF HSE PCW/MED		0
20160045	0	04-21-2016		SITE WORK FOR CONSTU		0

Display Permits

Total Values

Land Value	136,364	**New Construction Value**	0
Building Value	0	**City Econ Dev/Historic**	0
Miscellaneous	0		
Just Value	136,364	**Previous Just Value**	136,364
School Assessed	136,364	**Previous School Assessed**	136,364
Non-School Assessed	136,364	**Previous Non-School Assessed**	136,364
Exemption Value	0	**Previous Exemption Value**	0
Additional Exemption Value	0	**Previous Additional Exemption Value**	0
School Taxable	136,364	**Previous School Taxable**	136,364
Non-School Taxable	136,364	**Previous Non-School Taxable**	136,364

MapIT | PALMS | Map Kiosk

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.

Click Here for Tax Bill Info

Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

5/4/16

Port Orange Finance
1000 City Center
Port Orange, Fl 32119

IMPACT FEES FOR APRIL 2016

ADDRESS	WATER "WI"	SEWER "SI"	SEWER CONNECT
1 MAR AZUL N	$1,805	$1,868	
119 BEACH STREET	$1,805	~~$2,208~~ 1868	

water Tap
340.
↑
new wa tap

Total: $7,686.00

0.C

1,805.000000 +
letter 1,805.000000 +
1,868.000000 +
2,208.000000 +
7,686.000000 T

7,686.000000 +
1,805.000000 -
application in system 1,805.000000 -
1,868.000000 -
1,868.000000 -
340.000000 -
0.000000 T

Sincerely,

Valerie Arnaud

Valerie Arnaud
Utility Billing

DATE=05/13/2016 SEQUENCE=29223900

Account=536081910710 Serial Number=45063 Amount=$7686.00

THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK - HOLD UP TO A LIGHT TO VIEW

TOWN OF PONCE INLET
POOL CASH ACCOUNT
4300 S. ATLANTIC AVE.
PONCE INLET, FL 32127

SUNTRUST
63-215/631

45063
045063

VOID AFTER 120 DAYS

SEVEN THOUSAND SIX HUNDRED EIGHTY SIX & 00/100 DOLLARS

DATE | CHECK AMOUNT

PAY

05/06/2016 $*****7,686.00

TO THE ORDER OF
** PORT ORANGE FINANCE **
1000 CITY CENTER
PORT ORANGE, FL 32119

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈045063⑈ ⑆063102152⑆100009098519 2⑈

The security features listed on this check do not appear on the back of this document.

Operator: SLAUTERBAC Check: 45063
Date: 5/11/16 15 Recpt no: 217332
CHECK $7686.00

FOR DEPOSIT ONLY
536081910710
CITY OF PORT ORANGE
UTILITIES DEPARTMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR INSTITUTION'S USE

ENDORSE HERE

FEDERAL RESERVE BOARD OF GOVERNORS REG CC

CITY OF PORT ORANGE
R E P R I N T
*** CUSTOMER RECEIPT ***

Oper: SLAUTERBAC Type: OC Drawer: 1
Date: 5/11/16 15 Receipt no: 217351

Description	Quantity	Amount
WI UT WATER IMPACT	1.00	$1805.00
Trans number:		6369077
G/L account number: 40500003242100		
WI UT WATER IMPACT	1.00	$1805.00
Trans number:		6369078
G/L account number: 40500003242100		
SI UT SEWER IMPACT FEE	1.00	$1868.00
Trans number:		6369079
G/L account number: 40500003242200		
SI UT SEWER IMPACT FEE	1.00	$1868.00
Trans number:		6369080
G/L account number: 40500003242200		
WT UT WATER TAP	1.00	$340.00
Trans number:		6369081
G/L account number: 40100003699000		

Tender detail		
CK CHECK	45063	$7686.00
Total tendered		$7686.00
Total payment		$7686.00

Trans date: 5/11/16 Time: 10:06:19

This pmt
Covered 2 properties
119 Beach +
1 Mar Azul N.

Oct 24, 2016 9:51:28 AM EDT

File Edit Commands Help

[redacted] PUBLIC SECTOR
NaviLine

Receipt Inquiry

Operator ID: SLAUTERBAC **Date:** 5/11/16 **Number:** 15 **Receipt number:** 217351

Post date: 5/11/16

Tender: CHECK

Check number: 45063

Customer	Location	Amount	Pay Type	Sub Type	Svc	Lien Y/N	Lien Number	Transaction Date	Transaction Time
[redacted]		1805.00	WI					5/11/16	10:06:
		1805.00	WI					5/11/16	10:06:
		1868.00	SI					5/11/16	10:06:
		1868.00	SI					5/11/16	10:06:
		340.00	WI					5/11/16	10:06:

Total payment: 7686.00

Total tender: 7686.00

OK

Cancel

Batch inquiry

Reprint receipt

Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

September 8, 2016

Ms. Tracey Riehm
Finance Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Paul Roxenberg
119 Beach Street, Ponce Inlet, FL 32127
Water Impact Fees

Dear Ms. Riehm:

On September 2, 2016, we received a formal written request from Mr. Roxenberg asking the Town to refund the previously paid water impact fees for his property for the reasons stated below:

- Prior to Mr. Roxenberg's purchase of the property, there was water service provided to the existing structure located there.

- In 1989, this house was demolished. The Town issued a demolition permit for the existing property on July 1, 1989 and closed the permit on October 1, 1989. Impact fees have been collected by the Town on each new unit connected to the water system since agreement dated 5/20/81 between the Town and the City of Port Orange. NO CR RECORDS IN THE PROP TO 1991

- Since water service was previously provided to this property, we can only assume that the impact fees were paid. Since our records do not go back that far and Florida statutes only require us to keep financial records for five (5) years, we are granting Mr. Roxenberg's request and refunding him for the Town's portion of the water impact fee. Volusia County has also exempted all impact fees related to the property for new construction. We contacted them and unfortunately their records only go back to 2001.

Based on the facts submitted and the lack of documentation available that would prove otherwise, we are requesting that Port Orange follow suit in refunding the City's portion ($1,805.00) of the water impact fee previously received from the builder on April 25, 2016. Since the Builder, Olsen Custom Homes, paid the impact fees at the time of permitting, we have refunded the builder for the Town's portion ($1,018.00). The builder's address is 131 Magnolia Avenue, Daytona Beach, Florida 32114.

Your consideration in refunding the City's portion is greatly appreciated. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Kim McColl

Kim McColl
Finance Manager

cc: Paul Roxenberg
Jeaneen Witt, Town Manager

ARTICLE IV: - WATER AND SEWER DEVELOPMENT FEES[3]

Footnotes:

--- (3) ---

***Editor's note**—Ord. No. 2005-59, § 2, adopted Jan. 17, 2006, supplied provisions to be added to the Land Development Code as §§ 21-401—21-405. In order to conform to the existing style of the Land Development Code, and at the discretion of the editor, these sections have been redesignated as §§ 1—5.*

Section 3: - Fee established.

(a) In order to facilitate the orderly expansion of the city's water supply system and wastewater treatment system, a development fee is hereby established. This development fee is defined as "a connections contribution toward its equitable share of the cost of capital improvements required to serve new users."

(b) The development fee is comprised of two separate fees: water and sewer. In areas where only one of these services is available, the applicable fee shall be that established for the service provided. The applicable fee for the other service or for both services if neither was available at the time of construction will become due when service is made available.

(c) The development fees shall be based on the city council's determination of the equitable portion of the costs of financing the expansion of the system.

(d) The development fees shall be reviewed in July of every year in order to determine if the cost of system improvements necessitates a change in the amount of the fee.

(e) Fees shall be set by resolution of the city council.

(f) Each additional equivalent living unit occasioned by changes in property usage subsequent to March 21, 1980, shall be subjected to a development fee, which shall be computed in accordance with the fee schedule set by resolution.

(g) Development fees shall be imposed on every living unit connected to the water and/or sewer system whether those units are new or existing and inside or outside the city limits.

(h) The person applying for the issuance of a certificate of occupancy shall pay the required water and sewer development (impact) fee for any portion of a structure to be occupied prior to the issuance of a certificate of occupancy and no certificate of occupancy for any activity requiring payment of a development (impact) fee pursuant to this article shall be issued unless and until the water and sewer development (impact) fee hereby required has been paid. Once paid, such fees shall not be refundable.

(Ord. No. 2005-59, § 2(21-403), 1-17-06)

Sec. 74-33. - Charges for water service.

(a) The city will provide water service within the limits of the existing water system upon application and payment of the applicable development fee, connection charge and meter deposit and any other charges in accordance with this article and established city policies subject to jurisdictional agency constraints and the availability based on sufficient quantity and capacity of the system.

(b) A monthly minimum charge (availability charge) shall be assessed when it is determined by the city manager or his designee that water is available but not yet connected.

inconsistent application

(c) The monthly water charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (availability charge) shall be levied in the amount as provided and established by resolution of the city council.

(d) A deposit for water service connection shall be required for each new meter installation or reconnection or turn-on for new properties or where the property has changed hands irrespective as to whether the property is owned by the occupant or not. Such deposit shall remain with the city as security against nonpayment of the monthly bill as long as the premises are connected to the city water system and an active water meter is onsite. Should a transfer of property ownership or rental occur, the water deposit may be refunded at the customer's request. However, upon a request for future continuation of service by the new customer, owner, or renter, they shall be required to post their own water deposit and applicable reconnection fees as specified in the current city fee resolution.

(e) A connection charge shall be levied for each connection made to the water system either inside the city limits, or outside the city limits.

(f) A monthly service charge shall be levied for each fire sprinkler system (fire line) connected separately to the city water system.

(g) Connection charges, meter deposits, service charges and any other fees and charges required by this article shall be established by resolution of the city council.

(h) Monthly charges for water service shall be set by resolution of the city council and the method of billing shall be pursuant to section 2-240 of the Code.

(i) All monthly charges shall be reviewed annually in conjunction with the preparation of the annual operating budget. Rates will be adjusted as determined necessary by the city council to ensure adequate revenue to meet all bond requirements and to satisfy good accounting and business practices. Adjusted rates shall become effective as provided by resolution adopted by the city council.

(Code 1981, § 20-15; Ord. No. 1993-14, §§ 2, 3, 5-4-93; Ord. No. 1994-26, § 1, 8-2-94; Ord. No. 1994-38, § 2, 12-6-94; Ord. No. 2008-41, § 5, 1-20-09; Ord. No. 2013-11, § 4, 8-6-2013; Ord. No. 2015-10, § 1, 3-17-2015)

SEWER SERVICES INTERLOCAL AGREEMENT

PORT ORANGE - PONCE INLET

THIS INTERLOCAL AGREEMENT is made and entered into this 26TH day of MARCH, 1993, by and between the CITY OF PORT ORANGE, a Florida municipality ("City"), and the TOWN OF PONCE INLET, a Florida municipality ("Town").

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

WHEREAS, the City of Port Orange presently owns, operates and maintains a sewer system serving the Town of Ponce Inlet; and

WHEREAS, the City of Port Orange and the Town of Ponce Inlet previously entered into an agreement to specifically address the billing methods for sewer services; and

WHEREAS, the City of Port Orange and the Town of Ponce Inlet desire to enter into an Interlocal Agreement for the purpose of providing for uniform billing services to be provided by the Town of Ponce Inlet wherein the Town of Ponce Inlet will compute and bill for sewer services within the Town of Ponce Inlet relating to customers connected to the Port Orange owned sewer system referred to hereinabove, which billings are based on water usage which is billed by the Town of Ponce Inlet for retail customers of the Town of Ponce Inlet, thus making it both reasonable and practical for the Town of Ponce Inlet to render consolidated billings for both water and sewer services with subsequent remittance of sewer service monies to the City of Port Orange as provided herein; and

WHEREAS, it is in the best interest of the Town of Ponce Inlet

and the citizens thereof to establish the billing system as provided herein and is in the interest of the City of Port Orange to have such services rendered by the Town of Ponce Inlet.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The purpose of this Agreement is as hereinabove expressed. This Agreement shall become effective upon execution by the appropriate officials from the City and the Town and filing with the clerk of the circuit court of Volusia County, Florida. This Agreement shall remain in effect for a period of ten (10) years from the effective date, unless terminated by one of the parties. This Agreement may be terminated by either party upon giving thirty (30) days prior written notice to the other party. Upon expiration of the ten (10) year term, this Agreement may continue in effect on an annual basis, subject to termination as provided herein.

2. In exchange for the services to be rendered by the Town of Ponce Inlet as provided herein, the City of Port Orange shall pay to the Town of Ponce Inlet an administrative fee of $850.00 per month. This sum shall be payable by check issued by the City of Port Orange on or before the fifth day of each month for the duration of this Agreement for services rendered during the preceding month.

3. The Town of Ponce Inlet agrees to include on its consolidated utility bill a monthly sewer charge for customers as established by Port Orange ordinance or resolution for such sewer service usage. The City of Port Orange agrees to timely provide to the Town of Ponce Inlet a proper schedule of sewer fees or charges which shall be the basis for the Town of Ponce Inlet calculating, billing and collecting monies due from customers of the Port Orange sewer system within the Town of Ponce Inlet.

4. In addition to establishing, billing and collecting customer sewer accounts and providing other general bill accounting services within Ponce Inlet, the Town agrees to collect sewer impact fees, from property owners, developers or builders within the Town of Ponce Inlet prior to the issuance of building permits for the new construction of each new or additional or equivalent living unit according to the Town's impact fee ordinance. Such impact fees shall include the appropriate prevailing development (impact) fees established by the City of Port Orange for sewer connections of similar construction as

established by the City's ordinance and resolution.

5. The Town of Ponce Inlet will be responsible for all general bill accounting services including, but not limited to, responsibility for computer programming and computer system maintenance and all other operational and personnel requirements necessary in order to accommodate the sewer billings and sewer development (impact) fee collections. Also included in the services to be rendered by the Town of Ponce Inlet will be responsibility for receiving and handling all complaints regarding billing issues from customers receiving the consolidated Ponce Inlet utility billings. The Town of Ponce Inlet shall further be responsible for collecting all past due accounts, bad checks issued for utility bill payments, and related items. The Town of Ponce Inlet shall further have the power to place liens against property served by Ponce Inlet as to water and/or the City of Port Orange as to sewer based on non-payment for water and/or sewer services rendered to the property.

6. On or before the tenth of each month, the Town of Ponce Inlet shall send a check to the City of Port Orange for all sewer charges for fees billed during the previous month, whether collected or not. A listing of all customer bills will be submitted at that time to the City of Port Orange by the Town.

7. On or before the tenth of each month, the Town of Ponce Inlet shall send a check to the City of Port Orange for all development (impact) fees collected by the Town, on behalf of the City, during the previous month. A listing of all individual development (impact) fees showing the property owner's name and property address shall be submitted to the City of Port Orange with the check for fees collected.

8. Ponce Inlet agrees to strictly enforce a policy of disconnecting customers from water service for nonpayment of the consolidated utility bill which includes the portion for sewer services covered hereby. On partial payments of the consolidated utility bill by a customer, the first dollars paid would be applied to sewer payments covered hereby with the remainder then being applied to water service charges due the Town of Ponce Inlet.

9. The City of Port Orange shall have the right to verify meter readings and other documents of the Town of Ponce Inlet in order to ensure that all billings are accurate. Any discrepancies discovered by the City of Port Orange shall be reconciled by the City and the Town in order to ensure accurate billings, collections and payments to the

City as well as collections by the Town of monies due the Town. If the City and the Town are unable to reconcile any discrepancies, the discrepancies shall be resolved by selecting a mutually agreeable arbitrator whose decisión will be binding. The City and the Town agree to equally share the expenses of any such arbitrator chosen.

10. The Town of Ponce Inlet will submit all development plans within the Town which involve connection to the City owned sewer system to the City of Port Orange for review prior to approval by the Town. Such development plans shall reflect sewer system design that meets City of Port Orange codes and standards. Final acceptance of such development plans by the Town of Ponce Inlet shall be subject to inspection and approval of the sewer system improvements by the City of Port Orange.

11. In the event that the City of Port Orange enacts or amends any ordinances or resolutions affecting any of the foregoing, the City shall be obligated to communicate to the Town of Ponce Inlet, on a timely basis, such requirements as may impact the provisions hereof, and the Town of Ponce Inlet agrees to timely implement such requirements contained therein. These requirements include, but are not necessarily limited to, construction requirements relating to sewer system improvements to be connected with City system, rate changes, development (impact) fee changes, and related items.

12. The Town of Ponce Inlet agrees to work with the City of Port Orange in establishing a system whereby messages to all sewer customers may be delivered by way of the monthly bill rendered by the Town of Ponce Inlet. This may be in the form of messages to be printed on the billings themselves.

13. Any existing customer billing issues or other disputes involving communications directly between the customer and the City of Port Orange shall continue to be the responsibility of the City of Port Orange to process and resolve in coordination with the Town of Ponce Inlet.

14. The City Manager of the City of Port Orange and the Town Manager of the Town of Ponce Inlet shall coordinate the exchange of documents required hereby and the implementation of this Agreement as quickly as practical after the adoption hereof by the governing bodies of the City and the Town.

15. This Agreement may be amended only by an instrument of equal formality signed by the respective parties. Such amendment shall be effective upon execution by the

appropriate officials from the City and the Town and filing with the clerk of the court of Volusia County, Florida.

16. All notices required to be given to either party shall be in writing, addressed to the other party as follows, and delivered by certified mail or in person:

Town Manager	City Manager
Town of Ponce Inlet	City of Port Orange
4860 South Peninsula Drive	1000 City Center Circle
Ponce Inlet, Florida 32127	Port Orange, Florida 32129

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

TOWN OF PONCE INLET, FLORIDA

By: John Leddy
John Leddy, Mayor

Attest: Robert C. Burns
Robert C. Burns, Town Manager

Date: 3/18/93

CITY OF PORT ORANGE, FLORIDA

By: James E. Ward
James E. Ward, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: MARCH 26, 1993

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of March, 1993, by John Leddy and Robert C. Burns, as Mayor and Town Manager, respectively, of the Town of Ponce Inlet, a Florida municipality, on behalf of the town. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

Mary E. Sowers
Notary Public, State of Florida at Large

Commission No. _____

MARY E. SOWERS
Notary Public-State of Florida
My Commission Expires
May 3, 1995

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26th day of March, 1993, by James E. Ward and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipality, on behalf of the city. They are personally known to me and did not take an oath.

Rebecca L. Groom
Notary Public, State of Florida
at Large

Commission No.

Notary Public, State of Florida
My Comm. Exp. June 20, 1996
Comm. No. CC 204529
REBECCA L. GROOM

07/31/2007 09:06 AM
Instrument# 2007[redacted]
Book: 6102
Page: 1652

AMENDMENT TO RESTATEMENT AND AMENDMENT TO SEWER SERVICES INTERLOCAL AGREEMENT DATED MARCH 26, 1993 BETWEEN THE TOWN OF PONCE INLET, FLORIDA AND THE CITY OF PORT ORANGE, FLORIDA

This Amendment is entered into the date set forth hereinafter between the Town of Ponce Inlet, Florida, hereinafter the "Town" and the City of Port Orange, Florida, hereinafter the "City", and collectively referred to as the "Parties".

Whereas, a Restatement was entered into between the Town of Ponce Inlet, Florida, and the City of Port Orange, Florida, and recorded on January 20, 2004 in Official Records Book 5243 at Page 4473 in the Public Records of Volusia County, Florida.

Whereas, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

Whereas, the City of Port Orange presently own, operates and maintains a sewer system serving the Town of Ponce Inlet; and

Whereas, the Parties entered into an agreement for sewer services dated March 26, 1993, referring to as the "Agreement"; and

Whereas, the Parties deem it mutually beneficial to continue the long-term relationship for the purpose of providing uniform billing services to be provided by the Town wherein the Town will compute and bill for sewer services within the Town relating to customers connected to the City's owned sewer system referred to hereinabove, which billings are based on water usage which is billed by the Town for retail customers of the Town, thus making it both reasonable and practical for the Town to render consolidated billings for both water and sewer services with subsequent remittance of sewer service monies to the City as provided herein; and

Whereas, it continues to be in the best interest of the Town and the citizens thereof to establish the billing system as provided herein and is in the interest of the City to have such services rendered by the Town.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing premises are true and correct and are incorporated herein by reference. The purpose of this Agreement is as hereinabove expressed. This agreement shall become effective upon execution by the appropriate

officials from the City and the Town by filing with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shall remain in effect for a period of ten (10) years from the effective date, unless terminated by one of the Parties. This Agreement may be terminated by either party upon giving thirty (30) days prior written notice to the other Party. Upon expiration of the ten (10) year term, this Agreement may continue to remain in effect on an annual basis, subject to termination as provided herein.

2. In exchange for the services to be rendered to the Town as provided herein, the City shall pay the Town an administrative fee in the following manner:

   $15,200 for the First year of the Agreement
   $16,500 for the Second year
   $17,800 for the Third year
   $19,100 for the Fourth year
   $20,400 for the Fifth year

   This sum shall be payable by check issued by the City to the Town on or before the tenth day of October each year for the duration of this Agreement.

   Each year thereafter, this rate shall be adjusted based on the change in the previous year's Consumer Price Index (CPI). The new rate shall be computed pursuant to the following calculation:

   New rate= [(CPI2-CPI1) ÷ CPI1] + 1 X current year administrative fee

   "CPI" - the Consumer Price Index (1982-84=100) for the U.S. City Average - all items - all Urban Consumers - South, published by the U.S. Department of Labor, Bureau of Labor Statistics.

   "CPI1" - the published CPI for the month of June of the preceding year.

   "CPI2" - the published CPI for the month of June for the year in which the rate is being adjusted.

3. The Town agrees to include on its consolidated utility bill a monthly sewer charge for customers as established by the City ordinance or resolution for such sewer service usage. The City agrees to provide the Town a proper schedule of sewer fees or charges which shall be the basis for the Town

calculating, billing and collecting monies due from the customers of City sewer system within the Town on a timely basis.

4. In addition to establishing, billing, and collecting customer sewer accounts and providing other general bill accounting services within the Town, the Town agrees to require connection to the sewer system and to collect sewer impact fees, from property owners, developers or builders within the Town prior to the issuance of billing permits for the new construction of each new or additional or equivalent living unit according to the Town's impact fee ordinance or resolution. Such impact fees shall include the appropriate prevailing development (impact) fees established by the City for sewer connections of similar construction as established by City's ordinances and resolutions. The Town of Ponce Inlet shall require sewer customers within the Town to pretreat industrial waste water before discharging into the sanitary sewer system and shall require sewer customers within the Town to install equipment for and to process restaurant waste water.

5. The Town will be responsible for all general bill accounting services including, but not limited to, responsibility for computer programming and computer system maintenance and all other operational and personnel requirements necessary in order to accommodate the sewer billings and sewer development (impact) fee collections. Also included in the services to be rendered by the Town will be responsibility for receiving and handling all complaints regarding billing issues from customers receiving the consolidated Town utility billings. The Town shall further be responsible for collecting all past due accounts, bad checks issued for utility bill payments, and related items. The Town shall further have the power to place liens against property served by the Town as to water and/or the City as to sewer based on non-payment for water and/or sewer services rendered to the property.

6. On or before the tenth (10th) of each month, the Town shall send a check to the City for all sewer charges for fees billed during the previous month, whether collected or not. A summary listing of the customer billing will be submitted at that time to the City by the Town.

7. On or before the tenth (10th) of each month, the Town shall send a check to the City for all development (impact) fees collected by the Town, on behalf of the City, during the previous month. A listing of all individual development

(impact) fees showing the property owner's name and property address shall be submitted to the City with the check for fees collected.

8. The Town agrees to strictly enforce a policy of disconnecting customers from water service for non-payment of the consolidated utility bill which includes the portion for sewer services covered hereby. On partial payments of the consolidated utility bill by a customer, the first dollars paid would be applied to sewer payments covered hereby with the remainder then being applied to water service charges due to the Town.

9. The City shall have the right to verify meter readings and other documents of the Town in order to ensure that all billings are accurate. Any discrepancies discovered by the City shall be reconciled by the City and Town in order to ensure accurate billings, collections and payments to the City as well as collections by the Town of monies due the Town. If the City and the Town are unable to reconcile any discrepancies, the discrepancies shall be resolved by selecting a mutually agreeable arbitrator whose decision will be binding. The City and Town agree to equally share the expense of any such arbitrator chosen.

10. The Town will submit all development plans within the Town which involve connection to the City owned sewer system to the City for review and approval prior to approval by the Town. Such development plans shall reflect sewer system design that meets City codes and standards. Final acceptance of sewer system improvements by the Town shall be subject to inspection and approval of the sewer system improvements by the City.

11. The City presently has an amended Pretreatment Ordinance No. 2004-45 mandating industrial waste pretreatment at the source of the flow where applicable. The Town shall adopt and diligently enforce a similar ordinance which will be no less stringent than the City Ordinance No. 2004-45. In the event that the City enacts or amends any ordinances or resolutions affecting any of the foregoing, the City shall be obligated to communicate to the town at least 90 days advance notice by certified mail of the proposed ordinances or resolutions. The Town agrees to implement such requirements contained therein within nineth (90) days of the notice. The Town has primary responsibility for industrial uses permitting, compliance, and monitoring. The City shall be granted the authority for right of entry, inspections, and other compliance activities, including activities to take action and enforcement if

the Town is unable or unwilling to do so. The Town will indemnity the City for all damages, fines and costs either incurred as a result of industrial waste discharged from the Town.

The Town will maintain current information on industrial users located in its jurisdiction as well as provide transfer of records of key activities if enforcement or permitting is required.

The Town shall be responsible for notifying sewer customers of the rate changes as required by general law. These requirements relating to sewer system improvements to be connected with the City system, rate changes, development (impact) fee changes and related items.

12. The Town agrees to work with the City in establishing a system whereby messages to all sewer customers may be delivered by way of the monthly bill rendered by the Town. This may be in the form of messages to be printed on the billings themselves.

13. Any existing customer billing issues or other disputes involving communications directly between the customer and the City shall continue to be the responsibility of the City to process and resolve in coordination with the Town.

14. The City Manager of the City and the Town Manager of the Town shall coordinate the exchange of documents required hereby and the implementation of this Agreement as quickly as practical after adoption hereof by the governing bodies of the City and the Town.

15. This Agreement may be amended only by an instrument of equal formality signed by the respective parties. Such amendment shall be effective upon execution by the appropriate officials from the City and the Town and filing with the Clerk of the Circuit Court of Volusia County, Florida.

16. All notices required to be given to either Party shall be in writing, addressed to the other Party as follows, and delivered by certified mail or in person:

Instrument# 2007-172549 # 6
Book: 6102
Page: 1657
Diane M. Matousek
Volusia County, Clerk of Court

Town Manager
Town of Ponce Inlet
4680 S. Peninsula Drive
Ponce Inlet, Florida 32127

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

IN WITNESS WHEREOF, the Parties hereto have executed this Restatement and Amendment to Sewer Services Interlocal Agreement Dated March 26, 1993, by and through their duly authorized representatives, on the respective dates below.

CITY OF PORT ORANGE

By: _____
Mayor Allen Green

Attest: _____
Kenneth W. Parker,
City Manager

Date: 1-17-06

TOWN OF PONCE INLET

By: _____
Mayor Nancy Epps

Attest: _____
Name: Kassandra Blissett
Town Manager

Date: 5/10/06

Approved as to Form and Correctness:

By: _____
City Attorney 1-17-06

By: _____
Town Attorney
5/12/06

C:\Legal\AGREEMEN\ia ponce inlet sewer service 2005.wpd

certified notice
90 days

SECOND AMENDMENT TO
RESTATEMENT AND AMENDMENT TO SEWER SERVICES
INTERLOCAL AGREEMENT DATED MARCH 26, 1993
BETWEEN THE TOWN OF PONCE INLET, FLORIDA AND
THE CITY OF PORT ORANGE, FLORIDA

This Amendment is entered into the date set forth hereinafter between the Town of Ponce Inlet, Florida, hereinafter the "Town" and the City of Port Orange, Florida, hereinafter the "City", and collectively referred to as the "Parties".

Whereas, the Parties entered into an agreement for sewer services dated March 26, 1993, referring to as the "Agreement"; and

Whereas, a Restatement was entered into between the Town and the City, and recorded on January 20, 2004 in Official Records Book 5243 at Page 4473 in the Public Records of Volusia County, Florida; and

Whereas, an Amendment to the Restatement was entered into between the Town and the City, and recorded on July 31, 2007 in Official Records Book 6102 at Page 1652 in the Public Records of Volusia County, Florida; and

Whereas, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

Whereas, the City has adopted a new Industrial Pretreatment Ordinance which requires the Agreement to be updated to reflect said adoption and any subsequent adoptions in the future.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Premises. The Parties agree that the foregoing premises are true and correct and are incorporated herein.

2. Paragraph Eleven (11) of the Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement Dated March 26, 1993 Between the Town of Ponce Inlet, Florida and the City of Port Orange is hereby amended to read as follows:

The Town agrees to maintain, renew, and rehabilitate its sanitary sewage collection system as necessary to maintain an adequate service and to minimize infiltration and inflow of extraneous water into the system that would unduly overload or cause damage to the City's facilities. The Town further agrees to regulate its sewage system by ordinance and to require adequate pretreatment of strong or harmful industrial wastes at the source. The City presently has an amended Pretreatment Ordinance No. 2012-17 mandating industrial waste pretreatment at the source of the flow where applicable. The Town shall adopt and diligently enforce an ordinance that shall be no less stringent than the City's Ordinance 2012-17 or any successor ordinances adopted by the City regulating industrial waste pretreatment. In the event that the City enacts or amends any ordinances or resolutions affecting any of the foregoing, the City shall be obligated to communicate to the Town at least ninety (90) days advance notice by certified mail of the proposed ordinances or resolutions. The Town agrees to implement such requirements contained therein within ninety (90) days of the notice. The Town has primary responsibility for industrial uses permitting, compliance, and monitoring. The City shall be granted the authority for right of entry, inspections, and other compliance activities, including activities to take action and enforcement if the Town is unable or unwilling to do so. The Town shall indemnity the City for all damages, fines and costs incurred as a result of industrial waste discharged from the Town.

The Town will maintain current information on industrial users located in its jurisdiction as well as provide transfer of records of key activities if enforcement or permitting is required.

The Town shall be responsible for notifying sewer customers of the rate changes as required by general law. These requirements relating to sewer system improvements to be connected with the City system, rate changes, development (impact) fee changes and related items.

3. Term Effective. All other terms and conditions of the Agreement, as amended and restated, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Restatement and Amendment to Sewer Services Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

CITY OF PORT ORANGE

Witness:

Theresa Lutterloh

Laura Tennant

By: _____
Allen Green, Mayor

Attest: _____
Robin L. Fenwick, City Clerk

Date: May 21, 2013

TOWN OF PONCE INLET

Witness:

Emily C. Kroeger

Valerie S. Arnaud

By: _____
Gary Smith, Mayor

Attest: _____
Jeaneen Clauss, Town Manager

Date: 4-18-13

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/15/2016

Consent item: No

SUBJECT: Resolution No. 16-75 - Ratifying FEMA Request Letter and Indemnification

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution 16-75

SUMMARY: This resolution ratifies the City Manager's written request to FEMA for private road debris removal reimbursement and indemnification by letter date November 4, 2016. The FEMA regulations require indemnification by the applicant (City of Port Orange). The City of Port Orange has received its approval from the FEMA FCO Terry Quarles, and was the first local government in Volusia County to receive this approval. Unfortunately, the State DEM has declined to participate in the cost sharing (normally 12.5%) for private property debris removal, so the City will necessarily fund any amount not reimbursed by FEMA.

If there are any gated communities or mobile home parks with private roadways in need of assistance with debris removal, they need to contact the City Clerk's Office to complete the Right of Entry / Hold Harmless form.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-75	Reso. 16-75 w. Exhibit.pdf

Robin Fenwick	Created/Initiated - 11/10/2016
M. Jake Johansson	Approved - 11/10/2016
Robin Fenwick	Final Approval - 11/10/2016

RESOLUTION NO. 16-75

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING THE CITY'S REQUEST LETTER TO FEMA RELATING TO REMOVAL OF STORM DEBRIS GENERATED BY HURRICANE MATTHEW LOCATED ON PRIVATE RIGHT OF WAYS, AND PROVIDING FOR INDEMNIFICATION AS REQUIRED BY FEMA REGULATIONS TO AUTHORIZE AND FUND DEBRIS REMOVAL ON SUCH ROADS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council has determined it is in the best interests of the health, safety and welfare of its citizens, to enter onto specific private right of ways in order to abate the declared public health nuisance and safety emergency by removing the hurricane generated debris from those right of ways.

WHEREAS, pursuant to the terms and conditions of the Stafford Act, 42 U.S.C. 5121 et seq., FEMA Regulations as published at 44 C.F.R. 206.222-224 and the Public Assistance Program and Policy Guide FP 104-009-2, the City of Port Orange has sought approval from the Federal Emergency Management Agency (FEMA) for reimbursement for costs related to the removal of storm debris on private right of ways in the City by request letter dated November 4, 2016, and

WHEREAS, section 407(b) of the Stafford Act (42 U.S.C. 5173(b)), requires the City to indemnify FEMA for any liability related to the City's removal of private property debris in order to receive reimbursement from FEMA for costs related to the removal of storm debris on private right of ways, and

WHEREAS, the City Council wishes to ratify the City's request letter dated November 4, 2016 and signed by the City Manager, which provides for indemnification of FEMA by the City of Port Orange.

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

SECTION 1. The City Council does hereby ratify the City's request letter to FEMA Field Coordinating Officer Terry Quarles dated November 4, 2016, and signed by the City Manager (attached hereto as **Exhibit "A"**), which expressly provides for the City's indemnification of FEMA pursuant to section 407(b) of the Stafford Act (42 U.S.C. 5173(b)).

SECTION 2. This Resolution shall take effect immediately upon its adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of November, 2016

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT "A"

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

November 4, 2016

Mr. Terry Quarles
Federal Coordinating Officer
Federal Emergency Management Agency
FEMA-4283-DR-FL Joint Field Office
2002 St. Augustine Road
Tallahassee, FL 32301

Through:
Mr. Bryan Koon
Director, FL Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: Removal and Disposal of Debris from Private Right of Ways in City of Port Orange

Dear Federal Coordinating Officer Quarles:

Pursuant to the terms and conditions of the Stafford Act, 42 U.S.C. 5121 et seq., FEMA Regulations as published at 44 CFR 206.222 - 206.224 and the Public Assistance Program and Policy Guide FP 104-009-2, the City of Port Orange hereby requests FEMA to approve the removal of debris from certain private right of ways in the City of Port Orange.

Determination of Public Interest

The City of Port Orange has determined that it is in the public interest to have debris removed from herein below specified private right of ways in order to eliminate immediate threats to life, public health and safety, to eliminate threats of significant damage to improved property, and to ensure the economic recovery of the affected community to benefit the community-at-large. Due to the severity and extent of the damage from Hurricane Matthew, the citizens in these areas are unable to perform this work in a timely manner.

Documentation of Legal Responsibility

In accordance with 44 CFR 206.223(a) and Public Assistance Program and Policy Guide FP 104-009-2, in order to be eligible for FEMA Public Assistance funding, we understand that the City of Port Orange must have the legal authority and responsibility to perform the work at issue in the public interest, in this case, the removal of hurricane-generated debris from certain private right of ways. As noted above, the damage

caused by Hurricane Matthew in the City of Port Orange was extensive. As a result of my Executive Order No. 3 dated October 3, 2016 (**Exhibit "A"**), the following determinations have been made:

1. As required by 44 C.F.R. 206.224, removal of hurricane-caused debris from certain private right of ways is necessary and in the public interest to eliminate immediate threats to life, public health and safety as determined by Florida Department of Health in Volusia County in a letter dated October 14, 2016 (**Exhibit "B"**).
2. Under the emergency management powers set forth in Chapter 26, Article I of the City of Port Orange Code of Ordinances (**Exhibit "C"**), and under the authority granted to me by City Council pursuant to Resolution 16-69 (**Exhibit "D"**), I have signed Executive Order No. 3, expressly obligating the City to clear disaster related debris from both private and public roads within the City of Port Orange, thus the City of Port Orange has the legal responsibility, duty and authority in the public interest to remove such hurricane-generated debris from private property.
3. Based upon "1" and "2" above, we have determined to exercise these authorities to enter onto specified private rights-of-way (ROW) in order to abate the declared public health nuisance and safety emergency by removing the hurricane generated debris from those right of ways.
4. The City of Port Orange certifies that before we initiate hurricane-generated debris removal, we either shall have satisfied all the legal processes and received all legal permissions to carry out these actions of debris removal through the use of Rights of Entry with indemnity clauses signed by the Homeowners Association, or if no Homeowners Association, by each property owner/lessor that uses said specified private road.
5. The City of Port Orange will recognize and respect all laws and regulations that concern historic preservation and environmental protection.
6. Any reconstruction debris, vehicles, vessels, or other non-related storm debris will not be removed under this request.
7. The private roads requested for this approval are set forth in **Exhibit "E"**. As additional Right of Entry / Hold Harmless forms are received by the City, we will supplement this list.

<u>Indemnification</u>

As required by section 407(b) of the Stafford Act (42 U.S.C. 5173(b)), the City of Port Orange, does hereby agrees that it shall indemnify and hold harmless the Federal Government and its respective employees, agents, contractors, and subcontractors from any claims arising from debris removal. The City of Port Orange hereby acknowledges that in accordance with section 305 of the Stafford Act (42 U.S.C. § 5148), the Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of the Act.

Duplication of Benefits

To avoid duplication of benefits pursuant to section 312 of the Stafford Act (42 U.S.C. 5155), the City of Port Orange will obtain from homeowners associations/private property owners information and documentation relating to any applicable insurance coverage for such debris removal, and any proceeds and settlements and provide this to the Florida Division of Emergency Management.

The City of Port Orange point of contact for this request is Branford Adumuah, Public Works Director, who may be contacted at (386) 506-5590 or badumuah@port-orange.org if you require additional information.

Proper Procurement

The City of Port Orange affirms that any contract entered into for debris removal will comply with the requirements of 2 C.F.R. § 200.318-200.336 and understands that a failure to comply with any required federal, state and local laws, regulations and permits necessary for lawful performance of debris removal could jeopardize FEMA funding.
By affixing my signature hereto, I represent that I am duly authorized as City Manager of the City of Port Orange to make this request.

Respectfully,

M. H. J

M. H. Johansson
City Manager

Florida Department of Emergency Management Concurrence

By: _____ Date: _____

Printed Name: _____

Title: _____

EXECUTIVE ORDER NO. 3

WHEREAS, The City of Port Orange has declared a Local State of Emergency pursuant to Resolution No. 16-69; and

WHEREAS, pursuant to Resolution No. 16-69 and Section 26.6 through 26.6.5, inclusive, the NIMS Incident Commander and Emergency Management Director (City Manager) or his successor is authorized to issue Executive Orders; and

WHEREAS, Hurricane Matthew has created widespread property damage and disaster debris requiring immediate recovery action; and

WHEREAS, the President of the United States of America has declared a disaster in Florida making federal disaster aid available to supplement local recovery efforts; and

NOW THEREFORE, be it ordered by the NIMS Incident Commander and Emergency Management Director of the City of Port Orange, Volusia County, Florida, as follows:

Section One: It is hereby ordered that:

A. Large amounts of disaster related debris scattered throughout the City presents an immediate threat to life, public health and safety. This magnitude of debris acts as an impediment to essential public safety services such as Fire and Rescue by blocking access to fire hydrants and obstructing the view of house numbers. The debris also presents a risk of becoming airborne and causing more damage and potential injury during a subsequent storm. Finally, the debris acts as an obstacle in preventing emergency repairs to buildings and/or property, thus slowing the recovery effort of the community-at-large.

B. The City, by and through its employees and contractors, shall be responsible for clearing disaster related debris from both private and public roads within the City of Port Orange in a timely fashion. However, the City shall not be responsible for any debris generated by any contractor or commercial landscaper.

C. Prior to the removal of disaster related debris along private roadways by City employees or contractors, the private property owner shall authorize entry and indemnify and hold harmless the federal, state and local government and all employees of the federal, state and local government in connection with the removal of disaster related debris.

D. Task Authorization 1 for both Ashbritt, Inc. (debris removal contractor) and Tetra Tech, Inc. (debris monitoring contractor) have been executed and shall be amended as necessary to comply with FEMA requirements.

Done and ordered commencing this 12th day of October, 2016

M.H.

M. H. Johansson
Emergency Management Director

EXHIBIT "B"

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Florida HEALTH

Rick Scott
Governor

Celeste Philip, MD, MPH
Surgeon General and Secretary

Vision: To be the **Healthiest State** in the Nation

October 14, 2016

Mr. Michael Johansson,
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32729

Dear Mr. Johansson,

As you are aware, the mission of the Department of Health in Volusia County (DOH-Volusia) is to protect, promote and improve the health of all of the people in Florida through integrated state, county, and community efforts. In this role, we support our local governments as they work to protect our community in the aftermath of Hurricane Matthew.

Pursuant to Chapters 381 and 386, Florida Statutes, DOH-Volusia has the responsibility to protect the public health, including determining the existence of conditions and nuisances injurious to health and seeking their abatement. It is my opinion as the County Health Officer, that large amounts of disaster-related debris scattered throughout the County presents an immediate threat to life, public health or safety. This magnitude of debris acts as a potential threat to the public health as it creates conditions capable of transmitting disease, as standing debris acts as a wet receptor for mosquitoes and other arthropods carrying viruses, including but not limited to the Zika virus. This is a paramount issue for the County of Volusia, which is currently under a Declaration of Public Health Emergency by the State Surgeon General for the Zika virus.

The debris can also be an impediment to essential public safety services, such as fire and rescue operations, by blocking access to fire hydrants, obstructing the view of house numbers and preventing first responders from access to those trying to use their services. The debris presents a risk of becoming airborne and causing more damage and potential injury during a subsequent storm, and also may be an obstacle in preventing repairs to buildings or property, thus slowing the recovery effort of the community at large. As such, it is my recommendation that debris should be removed from private property, as well as public property, without delay.

Thank you for your continued support of public health in Volusia County.

Sincerely,

Patricia Boswell

Patricia Boswell, MPH
County Health Officer/Administrator
Florida Department of Health in Volusia County

Florida Department of Health in Volusia County • Disease Control
1845 Holsonback Drive, Daytona Beach, FL 32117
PHONE: 386/274-0634 • FAX: 386/274-0641
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

EXHIBIT "C"

Chapter 26 - EMERGENCY MANAGEMENT[1]

Footnotes:

--- (1) ---

Cross reference— Fire prevention and protection, ch. 30; law enforcement, ch. 38.

State Law reference— Emergency management, F.S. ch. 252.

ARTICLE I. - IN GENERAL

Sec. 26-1. - Short title.

This chapter shall be known and may be cited and referred to as the emergency management ordinance of the city.

(Code 1981, § 7.3-1)

Sec. 26-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Attack means a direct or indirect assault against the city, its government, its environs, or of the nation, by the forces of a hostile nation or the agents thereof, including assault by bombing, radiological, chemical or biological warfare, or sabotage.

Coordinator means the coordinator of the city office of emergency management, appointed as prescribed in this chapter.

Director means the city manager or his designee; or at the time of any declaration of a state of emergency, or in the event of the physical disability or absence from the city of the city manager, that officer or employee of the city who is physically present within the city and physically qualified to assume the duties of the director, and who is next in precedence according to the order of succession set forth in section 26-6.4 of this chapter.

Emergency means any occurrence, or threat thereof, whether accidental, natural, technological or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property within the city.

Emergency management, in its broad meaning, means to carry out the basic government functions of maintaining the public peace, health and safety during an emergency. This shall include the formulation of plans and preparation for protection from, and relief, recovery and rehabilitation from, the effects of an emergency, as defined herein, and shall also include the effects of an attack on the city by the forces of an enemy nation or the agents thereof. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States or other federal agencies.

Emergency management force means the employees, equipment and facilities of all city departments, boards and institutions and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

Emergency management volunteer means any person duly registered, identified and appointed by the coordinator of the office of emergency management and assigned to participate in the emergency management activity.

Regulations includes plans, programs and any other emergency procedures deemed essential to emergency management as promulgated by legally constituted authority.

Volunteer means contributing a service, equipment or facilities to the emergency management organization without remuneration.

(Code 1981, § 7.3-3; Ord. No. 1998-72, § 1, 11-17-98)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 26-3. - Intent and purpose.

(a) It is the intent and purpose of this chapter to establish an office that will ensure the complete and efficient utilization of all the city's facilities and resources to combat threatened or actual disasters, whether manmade, from natural phenomenon, or from enemy action, or any other disasters or emergencies as defined herein.

(b) The office of emergency management will be the coordinating agency for all activity in connection with emergency management. It will be the instrument through which the city council and the city manager may exercise the authority and discharge the responsibilities vested in them in F.S. ch. 252 and in this chapter.

(c) This chapter will not relieve any city department of the responsibilities or authority given to it in the city charter or by local ordinance, nor will it adversely affect the work of any volunteer agency organized for relief in disaster emergencies.

(Code 1981, § 7.3-2)

Sec. 26-4. - Organization and appointments.

(a) The city manager is hereby authorized and directed to create an organization for emergency management utilizing to the fullest extent the existing agencies within this city. The city manager shall be the director of the emergency management forces of this city and shall be responsible for their organization, administration and operations.

(b) The organization shall consist of the following:

    (1) An office of emergency management within the executive department of the city government and under the direction of the city manager. There shall be an executive head of the office of emergency management, who shall be known as the coordinator of the office of emergency management, and such assistant and other employees as are deemed necessary for the proper functioning of the organization.

    (2) The employees, equipment and facilities of all city departments, boards, institutions and commissions will participate in the emergency management activity.

    (3) Duties assigned to a city department shall be the same or similar to the normal duties of the department.

    (4) Volunteer persons and agencies offering service to, and accepted by, the city.

(c) The emergency management director (city manager) shall appoint a coordinator of the city office of emergency management who shall be a person well versed and trained in rendering emergency services and planning operations involving the activities of many different agencies which will operate

to protect the public health, safety and welfare in the event of danger from emergency or attack as defined in this chapter.

(d) The emergency management director shall designate and appoint a deputy director(s) to assume the emergency duties of the director in the event of his absence or inability to act. The coordinator may serve as deputy director.

(Code 1981, § 7.3-4)

Sec. 26-5. - General powers and duties.

(a) *City manager.* The city manager shall have the following general powers and duties relating to emergency management:

(1) The emergency management director shall order emergency management forces to the aid of other communities when required in accordance with mutual-aid agreements or applicable state statutes, and he may request through the county emergency management agency, additional aid to the city in cases of disaster when conditions in the city are beyond the control of the local emergency management forces.

(2) The emergency management director may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the city for the fair value thereof.

(3) The emergency management director may require emergency services of any city employee or appointive officer. If regular city forces are determined inadequate, the director may require the services of such other personnel as he can obtain that are available, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to the privileges and immunities as are provided by state statute, the city charter and ordinances for regular city employees and other registered and identified emergency management workers and, upon demand, may receive appropriate compensation for their emergency employment.

(4) The emergency management director will cause to be prepared the basic plan herein referred to and will exercise his ordinary powers as city manager, all the special powers conferred upon him by the city charter and this Code and all powers conferred upon him by any statute or any other lawful authority.

(b) *Coordinator of the office of emergency management.* The coordinator of the city's office of emergency management shall have the following powers and duties: The coordinator of the office of the emergency management shall be responsible to the director in regard to all phases of the emergency management activity. Under the supervision of the director, he shall be responsible for the planning, coordinating and operation of the emergency management activity in the city. Under the supervision of the director, he shall maintain liaison with the county, state and federal authorities and the authorities of other nearby political subdivisions through normal administrative channels so as to ensure the most effective operation of the emergency management plan. His duties shall include, but not be limited to, the following:

(1) Development and coordination of plans for the immediate use of all the facilities, equipment, manpower and other resources of the city for the purpose of minimizing or preventing damage to persons or property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.

(2) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel of the city for emergency management purposes.

(3) Negotiating and concluding agreements with owners or persons in control of buildings or other property for the use of such buildings or other property for emergency management purposes and designating suitable buildings as public shelters.

(4) Coordinating the activity of all other public and private agencies engaged in any emergency management activity.

(5) Through public informational programs, educating the civilian population as to actions necessary and required for the protection of their persons or property in the event of disaster or attack, as defined herein, either impending or present.

(6) Conducting public practice alerts to ensure the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.

(7) Assuming such authority and conducting such activity as the director may direct to promote and execute the emergency management plan.

(Code 1981, § 7.3-5; Ord. No. 1998-72, § 2, 11-17-98)

Sec. 26-6. - Emergency management program.

(a) A comprehensive emergency management program shall be adopted and maintained by resolution of the city council upon the recommendations of the director. In the preparation of this emergency management program as it pertains to city organization, it is the intent that the services, equipment, facilities and personnel of all existing departments, agencies and boards shall be utilized to the fullest extent. When approved, it shall be the duty of all municipal departments, agencies and boards to perform the functions assigned by the emergency management program and to maintain their portion of the emergency management program in a current state of readiness at all times. The emergency management program shall be considered supplementary to this section and have the effect of law whenever an emergency or attack, as defined herein, has been proclaimed.

(b) The director shall prescribe in the emergency management program those positions within the disaster organization, in addition to his own, for which lines of succession are necessary. In each instance, the responsible person will designate and keep on file with the director a current list of two persons as successors to his position. The list will be in order of succession and will as nearly as possible designate persons by job title best capable of carrying out all assigned duties and functions.

(c) Each department head assigned responsibility in the emergency management program shall be responsible for carrying out all duties and functions assigned therein. Duties will include the organization and training of assigned city employees and volunteers. Each department head shall formulate the operational plan for his department which, when approved, shall be an annex to and part of the program.

(d) Amendments to the emergency management program shall be submitted to the director. If approved, the director (city manager) will submit the amendments to the city council with his recommendations for their approval. Such amendments shall take effect 30 days from the date of adoption by the city council. If an amendment is pending at the time that a disaster is proclaimed under provisions of this section, the amendment will be considered approved immediately and will remain effective unless specifically revoked by the city council.

(e) When a required competency or skill for an emergency function is not available within the city government, the director is authorized to seek assistance from persons outside of government. The assignment of duties, when of a supervisory nature, shall also grant authority to the persons prior to, during and after the occurrence of a disaster. Such services from persons outside of government may be accepted by the city on a volunteer basis. Such citizens shall be enrolled as emergency management volunteers in cooperation with the heads of city departments affected.

(f) Some of the duties ascribed to the director in this section will ordinarily be handled as a matter of routine by the coordinator, but the responsibility and authority accrue from and remain with the director.

(g) The evacuation plan of the city is hereby established as designated upon the map on file in the city clerk's office and at the emergency operations center labeled "City of Port Orange Hurricane Evacuation Plan".

(Code 1981, § 7.3-6; Ord. No. 1998-72, § 3, 11-17-98)

Sec. 26-6.1. - Conditions precedent.

The terms and provisions of sections 26-6.1 through 26-6.5 shall become effective upon a declaration of a state of emergency promulgated by the mayor; or the vice mayor in the event of incapacitation or absence of the mayor from the city; or in the absence from the city or incapacitation of both the mayor and the vice mayor, then such promulgation may be made by any city council member.

(Ord. No. 1998-72, § 4, 11-17-98)

Sec. 26-6.2. - Declaration of state of emergency.

(a) A state of emergency shall be declared by executive order when a promulgating authority finds pursuant to F.S. § 252.38(3)(a)5, that an emergency has occurred or that the threat thereof is imminent.

(b) The initial duration of any state of emergency declared shall be seven days. When necessary, a state of emergency may be extended by executive order in seven-day increments.

(c) Any declaration of a state of emergency may be altered or rescinded either by the issuance of a subsequent executive order or by an appropriate resolution of the city council.

(Ord. No. 1998-72, § 5, 11-17-98)

Sec. 26-6.3. - Emergency management powers.

(a) Upon declaration of a state of emergency, the director has the power and authority to direct and compel the evacuation of all or part of the population from the stricken or threatened area within the city if the director deems this action necessary for the preservation of life or other emergency mitigation, response or recovery.

(b) Upon declaration of a state of emergency, the director has the power and authority to waive the procedures and formalities otherwise required of the city by law or ordinance pertaining to:

    (1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;

    (2) Entering into contracts;

    (3) Incurring obligations;

    (4) Employment of permanent and temporary workers;

    (5) Utilization of emergency management volunteers;

    (6) Rental of equipment;

    (7) Acquisition and distribution, with or without compensation, of supplies, materials and facilities; and

    (8) Appropriation and expenditure of public funds.

(c) During the existence of a state of emergency, the director has the power and authority to impose by executive order any or all of the following restrictions:

(1) Prohibit or regulate the purchase, sale, transfer or possession of explosives, combustibles, or alcoholic beverages;

(2) Prohibit or regulate any demonstration, parade, march, vigil or participation therein from taking place on any public right-of-way or upon any public property;

(3) Prohibit or regulate the sale or use of gasoline, kerosene, naphtha, or any other explosive or flammable fluids or substances altogether, except by delivery into a tank properly affixed to an operable vehicle;

(4) Prohibit or regulate the participation in or carrying on of any business activity, and prohibit or regulate the keeping open of places of business, places of entertainment, and any other place of public assembly;

(5) Prohibit or regulate travel upon any public street, highway or upon any other public property. Persons in search of medical assistance, food or other commodity or service necessary to sustain the well being of themselves or their families or some member thereof may be exempted or excepted from such prohibition or regulation;

(6) Impose a curfew upon all or any portion of the city thereby prohibiting persons from being on public streets, highways, parks, or other public places during the hours when the curfew is in effect;

(7) Prohibit state and/or local business licensees, vendors, merchants, and any other person operating a retail business from charging more than the normal average retail price for any goods, materials or services sold during a declared state of emergency; except when the wholesale price or the cost of obtaining the merchandise is increased as a result of the emergency. The average retail price as used herein is defined to be that price at which similar merchandise or services has been sold during the 90-day period immediately preceding the declared state of emergency. Notwithstanding anything in the foregoing to the contrary, the average retail price may be increased, but only to the degree that the maximum increase in retail price shall be a percentage less than or equal to the amount representative of the average mark-up percent between wholesale and average retail price for any merchandise during the 90-day period immediately preceding the declared state of emergency;

(8) Prohibit any person, firm or corporation from using the fresh water supplied by the city for any purpose other than cooking, drinking or bathing.

(d) The executive orders of the director may exempt, from all or part of any restrictions, physicians, nurses and ambulance operators performing medical services, on-duty employees of hospitals and other medical facilities, on-duty military personnel, bona fide members of the news media, personnel of public utilities maintaining essential public services, city authorized and requested firefighters, law enforcement officers and personnel, and such other classes of persons as may be essential to the preservation of public order or necessary to serve safety, health and welfare needs of the people within the city.

(e) Pursuant to F.S. § 252.46(2), all executive orders and emergency rules imposed by the director pursuant to this section shall be reduced to writing as soon as possible, filed with the office of the city clerk, and concurrently posted prominently upon the premises then serving as the headquarters of city governmental operations. Further, copies of all such executive orders and emergency rules shall be delivered as soon as possible to representatives of the print and electronic news media and all appropriate law enforcement officers and other appropriate government administration officials.

(f) All executive orders and emergency rules issued under this section shall indicate the nature of the emergency, the threatened area or areas of the city, and the conditions creating the disaster or threat. The content of such orders shall be promptly disseminated to the general public and to the governing bodies of the city and Volusia County.

(g) During the existence of a state of emergency, the city council may convene to perform its legislative powers as the situation demands, and shall receive reports relative to emergency management

activities. Nothing in this article shall be construed as abridging or curtailing the powers or restrictions of the city council as defined in the city charter.

(h) During the existence of a state of emergency declared by a public official under F.S. § 870.043, the director shall be authorized to enforce the statutory prohibitions during the period of said emergency throughout the jurisdiction pursuant to F.S. § 870.044.

(Ord. No. 1998-72, § 6, 11-17-98; Ord. No. 2011-17, §§ 1, 2, 9-20-11)

Sec. 26-6.4. - Order of succession for director.

During a state of emergency, if due to physical absence from the city, injury or illness, or any other type of incapacitation, the city manager is unable to serve as director or unable to fully exercise the emergency powers granted by section 26-6.3, any and all such emergency powers may be executed by the city officer next in the following order of succession, who shall serve as acting director until the removal of such disability which prevents the city manager from acting as director:

(1) Assistant city manager.

(2) Emergency management coordinator.

(3) Fire chief.

Any person serving as director may designate, by name and in writing, a city officer or employee to act as temporary acting director in lieu of the designating authority. Such designation shall be valid for a period of not more than 24 hours from the time of such written designation.

(Ord. No. 1998-72, § 7, 11-17-98)

Sec. 26-6.5. - Termination of state of emergency.

The terms imposed by executive order or emergency rule through orders or actions of the director under authority of section 26-6.3 shall terminate upon a declaration made by any competent and appropriate authority ending the state of emergency.

(Ord. No. 1998-72, § 8, 11-17-98)

Sec. 26-7. - No municipal or private liability.

(a) This chapter is an exercise by the city of its governmental function for the protection of the public peace, health and safety, and neither the city nor agents or representatives of the city, or any individual, receiver, firm, partnership, corporation, association or trustee, or any of the agents thereof, in good faith carrying out, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this chapter, shall be liable for any damage sustained to persons or property as the result of such activity.

(b) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the city the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice emergency or attack shall not be civilly liable for the death of, or injury to, any persons on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person unless the gross negligence or the willful and wanton misconduct of such person owning or controlling such real estate or premises or his successor in interest is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

(Code 1981, § 7.3-7)

Sec. 26-8. - Violation of regulations.

It shall be unlawful for any person to violate any of the provisions of this chapter or of the regulations, plans, executive orders or emergency rules issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency management organization, as herein defined, in the enforcement of the provisions of this chapter or any regulation, plan, executive order or emergency rule issued thereunder.

(Code 1981, § 7.3-8; Ord. No. 1998-72, § 9, 11-17-98)

Sec. 26-9. - Penalty.

Any person who violates any provision of this chapter or of any rule or regulation promulgated pursuant to this chapter shall, upon conviction thereof, be subject to the penalties provided in section 1-8 of this Code.

(Code 1981, § 7.3-9)

Secs. 26-10—26-35. - Reserved.

EXHIBIT "D"

RESOLUTION NO. 16-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE EMERGENCY MANAGEMENT DIRECTOR TO DECLARE A STATE OF LOCAL EMERGENCY COMMENCING OCTOBER 6, 2016 AT 6:00 P.M.; RATIFYING ALL ACTIONS, IF ANY, OF THE CITY IN THE RESPONSE TO THE LOCAL EMERGENCY COMMENCING ON OCTOBER 6, 2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hurricane Matthew Storm event may cause damage to public utilities, public buildings, public streets and roads, public drainage systems, potentially other public infrastructure, commercial and residential buildings and areas as well as causing life threatening conditions for the residents; and

WHEREAS, Section 252.38, Florida Statutes, and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances provides authority for a political subdivision such as the City of Port Orange to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions in order to take whatever action is necessary to ensure the health, safety and welfare of the community.

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

Section 1. The Hurricane Matthew Storm event poses a serious threat to the lives and property of the residents of the City of Port Orange. The City Council hereby declares a State of Local Emergency effective on October 6, 2016 at 6:00 p.m., subject to the City Manager's discretion to delay the activation until the issuance of an Executive Order for all areas within the corporate limits of the City of Port Orange. The City Manager shall act as the NIMS Incident Commander and the Emergency Management Director for the purposes of the Hurricane Matthew Storm event. The State of Local Emergency shall be limited to seven (7) days from the effective date of Executive Order No. 1, but may be extended by subsequent resolution in accordance with Section 252.38, Florida Statutes and Chapter 26 of the Code of Ordinances.

Section 2. The City Council or the Mayor, or in the Mayor's absence the Vice Mayor, or in the absence of the Mayor and Vice Mayor, any one City Council Member hereby exercises their authority and waives the procedures and formalities required by law of a political subdivision, as provided in Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances. The Emergency Management Director (City Manager) or the successor as provided in Section 26.6.4 of the Code of Ordinances is hereby authorized and empowered to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances.

Section 3. The City Council hereby ratifies all of the City's actions commencing on October 6, 2016 through October 13, 2016 at 6:00 p.m., inclusive, in response to the Hurricane Matthew Storm event local emergency.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 4th day of October, 2016.

Reviewed and Approved:

Margaret T. Roberts, City Attorney

EXHIBIT "E"

RIGHT OF ENTRY/HOLD HARMLESS APPROVED LIST

The Hunt Club

- Smokerise Blvd.
- Clear Lake Dr.
- Sandy Hill Cir.
- Hunt Club Tr.
- Baytree Ct.
- Fruitwood Plc.
- Ginger Tree Plc.
- Silver Leaf Plc.

The Sanctuary on Spruce Creek

- Crepe Myrtle Ln.
- Deerfeed Tr.
- Florida Moss Ln.
- Hawk Owl Tr.
- Heron Pond Dr.
- Jasmine Vide Dr.
- Osprey Nest Ln.
- Oxbow Bend Ln.
- Roscoe Turner Tr.
- Sanctuary Garden Blvd.

Countryside PUD Unit III E

- Belleflower Dr.
- Breezemont Ct.
- Heathwood Ct.
- South Lake Wood Terr.

Countryside PUD Unit III B

- Forest Glen Dr.
- Crystal Lake Dr.
- North Lakewood Terr.

Countryside PUD IV A-B

Phase A

- Greenmont Ct.
- Smokerise Blvd.
- Ashmeade Ct.

Phase B

- Teaberry Ln.
- Heathermere Ln.
- Countryside West Blvd.

Countryside PUD Unit III C

- South Lakewood Terr.
- Vanessa Ct.
- Grayling Ct.

Waters Edge at Port Orange

- Merryvale Ln.
- Bordeaux Ct.
- Frogs Leep Ct.
- Veeder Ct.
- Covendale Ln.

Pinnacle of Port Orange

- Wingate Tr.
- Rio Verde Dr.
- Pinnacle Dr.
- Wesley Park Dr.

The Keys

- Key Largo Cir.

Parkwood Mobile Home Park

- South Greenway dr.
- Palm Place East
- Palm Place West
- Sandy Palm Dr.
- Azalea Cir.
- Windsor Dr.
- Vagabond Dr.
- Palm Castle Dr.
- Poinciana Dr.
- Kumquat Ln.
- Banyan Ln.
- North Greenway Dr.
- Tropic Dr.
- Loquat Ln.
- Mango Ln.
- Orchid Ln.
- Coconut Ct.
- Palm Blvd.
- Palm Castle Dr.

Cypress Head Lakes Residential

- Crystal Creek Dr.
- Nature View Cir.
- Rivercrest Ct.
- Sable Key Cir.
- Siesta Key Cir.
- Cypress Springs Pkwy.
- Fairway Cove Dr.
- Longlake Dr.
- Renaissance Dr.

Countryside West

- Countryside West Blvd.
- Falling Tree Ln.
- White Acres Ln.
- Teaberry Ln.