



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 16, 2017

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 - Rev. Rebecca Hyvonen of Cross Creek Community Church
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - Regular City Council Meeting May 2, 2017
7. Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees
8. 3-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue
9. Interlocal Agreement Between City of Port Orange and New Smyrna Beach for the Use of the Port Orange Police Department Training Facility
10. Second Amendment to Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3
11. Major Special Event Request – Remarkable River Run 5K/10K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
12. Family Days After Action- Alcohol
13. Addendum to Sandy Point Progressive Sports License Agreement.
14. Biological Consulting Services Inc. Services Agreement and Addendum No. 1

C. CITIZEN PARTICIPATION (Agenda)

15. Presentation on SVAA branding and logo updates by Debbie Meihls, Executive Director New Smyrna Beach Area Visitors Bureau

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

E. COUNCIL COMMENTS

16. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO
18. Youth Advisory Board Appointments

G. PUBLIC HEARING

19. Final Plat & Plans for the King's Landing Subdivision, Phase I, east side of Hensel Road, between East Hensel Drive and Hills Boulevard, Case No. 16-50000004
20. Special Exception for a Medical Marijuana Dispensary at 3510 Nova Rd., Unit 116, Case No. 17-70000001
21. Second Reading - Ordinance No. 2017-3 – Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000006
22. Second Reading - Ordinance No. 2017-11 - Revision to City Code Sec. 2-267 - Bidding Requirements
23. Second Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)
24. Second Reading - Ordinance No. 2017-14 -Section 2-269 Performance and payment bonds.
25. Second Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures
26. Second Reading - Ordinance No. 2017-16 - LDC Amendments/Chapters 2, 12, 16, 17, and and 18 - Tattoo Establishments, Case No. 17-25000001
27. Second Reading - Ordinance No. 2017-17 - LDC Amendments/Chapters 12, 17, and 18 - Adult Entertainment Establishments, Case No. 17-25000002
28. First Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001

H. REGULAR AGENDA

29. Naming of the Old Police Department

30. Resolution No. 17-18 - LAP Agreement for construction of the Dunlawton Sidewalk and Street Lighting from Spruce Creek Road to Ridgewood Avenue

31. Paver Driveways in Public Right of Way

- a. Resolution No. 17-16 - Pavers
- b. Resolution No. 17-22 - Proposed Construction Detail - Paver Driveway Apron
- c. License Agreement - 5833 Riverside Drive
- d. License Agreement - 1108 Harbour Point Drive
- e. License Agreement - 1110 Harbour Point Drive
- f. License Agreement - 408 Lafayette Street

32. City Attorney's Evaluation

I. COMMENTS

33. City Attorney Comments

34. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports

- a. ArtHaus
- b. Port Orange/South Daytona Chamber of Commerce
- c. Roundtable of Elected Officials

K. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS 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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 2, 2017

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

Pledge of Allegiance

Silent Invocation

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes to the agenda as presented.

6. Approval of Minutes

- a. April 4, 2017 - Regular City Council Meeting
- b. April 18, 2017 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. DJ Design-Task Authorization No. 3-Port Orange City Hall HVAC Upgrades-Architectural Design and Planning-Project OBM008
- b. Addendum No. 11 to Quentin L. Hampton Associates, Inc. contract for inspection services

8. Settlement for Thomas DuBrule

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

CITIZEN PARTICIPATION (Agenda)

9. Waiver of Fees Request for 1161 Bayview Lane

Ms. Capps was not present.

Motion to table the item was made by Councilman Stiltner, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

Motion to remove the item from table as the homeowner appeared was made by Councilman Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Morgan Whitney Capps, homeowner, requested a waiver of the lien for the water used by a previous homeowner at 1161 Bayview Lane. William Piper, Ms. Capps husband, addressed Council regarding the outstanding invoice which was addressed to Keith Russell. The current amount due is \$4,173.65. They would like the interest waived.

Mayor Burnette would like to see the delinquent billing history before he makes a decision.

Vice Mayor Ford asked about the water shut offs at the property. Mr. Johansson confirmed Staff went to the property on March 9, 2017 and March 13, 2017 and the meter was straight piped.

Mayor Burnette asked for further information to include the billing history and the connections that were made that appear to be done illegally. Council will revisit the request when further information is received from Staff.

10. Update from the Port Orange Historical Trust

Mark Pierson, President of Port Orange Historical Trust, discussed their involvement in the community and their desire to be more involved with City Staff and Council. They will be working with the City's Public Information Officer for the 150th Celebration. He thanked the City for their recent move. They have a lot of new members on the Board. Mayor Burnette asked that he coordinate with the City for a Founder's Day celebration. Councilman Tramont would like to locate historic areas that can be marked with a sign depicting the history.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Tramont thanked Cindy Rivera, Executive Assistant to the City Manager; Alan Rosen, Assistant City Manager; and Robin Fenwick, City Clerk for their work alongside the City Manager. He asked what the impact will be if the additional \$25,000 homestead exemption is approved by Congress.

Vice Mayor Ford asked for Staff to discuss the synchronization of the traffic lights on Dunlawton Avenue with the County. They are particularly bad right now, he believes.

Mayor Burnette asked for an update on the walk lights on Dunlawton Avenue. Mr. Johansson said the LAP Agreement with FDOT is on the May 16, 2017 Council agenda. A contract award should happen in August 2017.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Proclamation for Teacher Appreciation Week

Mayor Burnette read a Proclamation for Teacher Appreciation Week.

13. Environmental Advisory Board Update

No one was in attendance to provide the report.

14. Golf Advisory Board Update

John Cameron, Chair, provided an update of the recent meetings. Residents in the Cypress Head community are concerned with the PUD Agreement that could affect the neighborhood in 2023. The Board unanimously believes the golf course should remain a golf course beyond 2023. They have provided KemperSports with suggestions to increase sales at the pro shop.

15. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the March 2017 reports.

PUBLIC HEARING

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

Mayor Burnette read Ordinance No. 2017-4.

ORDINANCE NO. 2017-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM RURAL TRANSITION (0-2 UNITS/ACRE) TO OFFICE/RESIDENTIAL TRANSITION (± 4.88 ACRES); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-4 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

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

Mayor Burnette read Ordinance No. 2017-6.

ORDINANCE NO. 2017-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE REZONING OF ± 4.88 ACRES FROM R-20 SINGLE FAMILY RESIDENTIAL ("R-20") TO PLANNED UNIT DEVELOPMENT ("PUD") AND THE BENTON HOUSE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN LOCATED ON THE WEST SIDE OF AIRPORT ROAD, SOUTH OF WHISPERING WOODS CONDOMINIUMS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-6 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Penelope Cruz, Planner, advised of the change in the developer who is now the current owner.

Motion carried unanimously by roll call vote.

18. Second Reading – Ordinance No. 2017-10 – Rezoning/6080 Deerfeed Trail, Case No. 17-60000001

Mayor Burnette read Ordinance No. 2017-10.

ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/- 0.77 ACRES LOCATED AT 6080 DEERFEED TRAIL FROM FLOOD PLAIN-CONSERVATION (F-C) TO RURAL RESIDENTIAL (RR); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-10 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

19. First Reading – Ordinance No. 2017-16 – LDC Amendments/Chapters 2, 12, 16, 17, and 18 – Tattoo Establishments, Case No. 17-25000001

Mayor Burnette read Ordinance No. 2017-16.

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, 2, TO ADD A DEFINITION FOR "TATTOO ESTABLISHMENT" AND AMEND THE DEFINITION OF "PERSONAL SERVICE"; CHAPTER 12, SECTION 4, TO ESTABLISH PARKING REQUIREMENT FOR TATTOO ESTABLISHMENTS; CHAPTER 16, SECTION 2, TO PROHIBIT TATTOO ESTABLISHMENTS AS A HOME OCCUPATION; CHAPTER 17, SECTION 22, 22.5, AND 25, ADDING TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), AND RIDGEWOOD DEVELOPMENT (RD) ZONING DISTRICTS, AND REMOVING TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION USE IN THE RIDGEWOOD DEVELOPMENT (RD) AND HIGHWAY COMMERCIAL (HC) ZONING DISTRICTS; CHAPTER 17,

SECTION 29, REMOVING TATTOO ESTABLISHMENTS AS A PROHIBITED USE IN THE PLANNED COMMUNITY AGRICULTURAL (PC-A) ZONING DISTRICT; AND CHAPTER 18, SECTION 3, REMOVING THE SPECIAL REQUIREMENTS FOR TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-16 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Tim Burman, Planning Manager, provided details of the Ordinance change due to the Supreme Court's decision that tattoo parlors are protected by the First Amendment.

Motion carried 3-2 by roll call vote with Councilman Tramont and Vice Mayor Ford voting no.

20. First Reading – Ordinance No. 2017-17 – LDC Amendments/Chapters 12, 17, and 18 – Adult Entertainment Establishments, Case No. 17-25000002

Mayor Burnette read Ordinance No. 2017-17.

ORDINANCE NO. 2017-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 12, SECTION 4, TO ADD "ADULT THEATER OR ADULT PERFORMANCE" PARKING REQUIREMENT; CHAPTER 17, SECTION 22, TO REMOVE ADULT ENTERTAINMENT FROM THE LIST OF SPECIAL EXCEPTION USES IN THE HIGHWAY COMMERCIAL (HC) ZONING DISTRICT; CHAPTER 17, SECTION 23, ADDING ADULT ENTERTAINMENT AS A SPECIAL EXCEPTION USE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT; AND CHAPTER 18, SECTION 23, TO SPECIFY MEASUREMENT OF SEPARATION REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-17 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Mr. Burman discussed the change being requested to the Land Development Code. The City can regulate adult entertainment facilities but cannot completely ban them. He explained the possible properties currently available as a Special Exception.

Motion carried 5-0 by roll call vote with
Mayor Burnette voting no.

REGULAR AGENDA

21. Approval of Temporary Contract Position to Serve as ERP Project Manager

Alan Rosen, Assistant City Manager, discussed the need for a temporary contract position to serve as the Project Manager for implementation of the new ERP system.

Discussion was held regarding the need for a Project Manager outside of Staff.

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

22. Approval of Professional Services Contract with GFOA for Assistance in ERP Selection

Mr. Rosen discussed the need for assistance in selecting an ERP system.

Motion to approve subject to City
Attorney approval of the contract was
made by Councilman Bastian, and
Seconded by Councilman Stiltner.
Motion carried unanimously by roll call
vote.

23. First Reading - Ordinance No. 2017-11 - Revision to City Code Sec. 2-267 - Bidding Requirements

Mayor Burnette read Ordinance No. 2017-11.

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, SECTION 2-267, RELATING TO BIDDING REQUIREMENTS FOR PURCHASES; PROVIDING FOR PROCEDURES FOR SINGLE

RESPONSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-11 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Tracey Riehm, Finance Director, explained the guidance being requested in Ordinance No. 2017-11. Council's questions were answered by Ms. Riehm.

Motion carried unanimously by roll call vote.

24. First Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)

Mayor Burnette read Ordinance No. 2017-13.

ORDINANCE NO. 2017-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-278 REGARDING PROFESSIONAL SERVICES AND CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-13 was made by Councilman Bastian, and Seconded by Councilman Stiltner.
Motion carried unanimously by roll call vote.

25. First Reading - Ordinance No. 2017-14 -Section 2-269 Performance and payment bonds.

Mayor Burnette read Ordinance No. 2017-14.

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-269 REGARDING PAYMENT AND

PERFORMANCE BONDS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Margaret Roberts, City Attorney, discussed a slight change within the ordinance relating to the delegation of authority to the City Manager.

Motion to approve Ordinance No. 2017-14 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

26. First Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures

Mayor Burnette read Ordinance No. 2017-15.

ORDINANCE NO. 2017-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-262 REGARDING ADDITIONAL REGULATIONS AND PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-15 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

27. Financial Report March 31, 2017

Ms. Riehm provided details from the March 2017 Financial Report.

COMMENTS

28. City Attorney Comments

There were none.

29. City Manager Comments

Mr. Johansson asked Council for approval of a temporary employee, no benefits for three (3) months in Finance to assist while an employee is on maternity leave.

Motion to approve a temporary employee in Finance was made by Councilman Tramont, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

Mr. Johansson explained the need for a Task Authorization for \$44,250 for 550 hours of estimated work from Tetra Tech to help complete the FEMA work necessary from the hurricane. The cost is reimbursable at 75%.

Motion to approve as requested was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

a. Purchasing Manual Discussion

Mr. Johansson asked Council to review the proposed Purchasing Manual and provide him with feedback prior to the May 16, 2017 agenda packet distribution when it will be presented for final approval. The Code of Silence language is subject to change until an Ordinance change is approved. Mayor Burnette would like the ordinance to be completed in May.

COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

- a. River to Sea TPO – Councilman Bastian reported on the recent meeting.
- b. General Employees' Pension Board – Nothing new to report.

ADJOURNMENT: 9:33 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (B7) Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees

DEPARTMENT: Public Utilities

GOAL:

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

SUMMARY: Resolution No. 17-17 amends Resolution No. 17-15 adopted by city council on March 28, 2017. The program has been revised to provide for the following: (1) the Septic to Sewer program is only available if the public sewer system functions with a gravity connection; (2) the connection charge of \$1400 and the sewer impact fee of \$1540 will not be amended during the program for the notified property owners, until the expiration of the program on January 31, 2018; (3) the city shall reserve the right to record an additional lien for the connection charge if proof of timely abandonment is not provided; and (4) the administrative fees and lien fees associated with the agreement are also waived.

Enforcement action, if any, shall be consistent with the requirements of Florida Statutes and the city ordinance in effect at the time of enforcement.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-17	Reso. No. 17-17 Final as sent to CC 5-5-2017.pdf
2.	Notice of Required Sewer Connection	Notice of Required Sewer Connection.pdf

Tracy London
Julia Wiggins
Kenny Ho
Rick Wilson
Lynn Stevens
Tracey Riehm
Margaret Roberts
Jake Johansson

Created/Initiated - 04/18/2017
Approved - 04/26/2017
Approved - 05/02/2017
Approved - 05/02/2017
Approved - 05/02/2017
Approved - 05/04/2017
Approved - 05/04/2017
Approved - 05/04/2017

RESOLUTION NO. 17- 17

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING AND RESTATING RESOLUTION NO. 17-15 RELATING TO THE TEMPORARY PROGRAM TO ASSIST WITH PROTECTING, PRESERVING AND PROMOTING THE ENVIRONMENT AND THE CITY WATER RESOURCES; PROVIDING AN ALTERNATIVE TO THE USE OF SEPTIC TREATMENT SYSTEMS; ENCOURAGING SANITARY SEWER CONNECTIONS; ESTABLISHING A TEMPORARY WAIVER FOR CONNECTION CHARGES BEGINNING MARCH 28, 2017 AND ENDING ON JANUARY 31, 2018; PROVIDING NOTICE TO PROPERTY OWNERS OF THE ANTICIPATED AND ACTUAL AVAILABILITY OF PUBLIC SEWER SERVICE; PROVIDING FOR ADMINISTRATION; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council desires to assist property owners within the City of Port Orange to connect to sanitary sewer services, to achieve a higher quality treatment and to abandon septic treatment systems; and

WHEREAS, there are residential properties within the jurisdiction that are not connected to the existing public sanitary sewer service infrastructure; and

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

WHEREAS, the City Council intends to temporarily waive the connection charges to mitigate the financial burden for a property owner who seeks to connect to sanitary sewer service and to abandon the existing onsite septic disposal system; and

WHEREAS, the city has determined that the city publicly owned sewer system is anticipated to be available to more than 89 real properties within the city; and

WHEREAS, the city intends to facilitate the connection of all residential properties eligible for the temporary waiver; and

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

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

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

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

SECTION 1: The City Council of the City of Port Orange hereby approves the program to temporarily waive the connection charge as set forth in Resolution No. 14-82 for each connection that complies with the following requirements:

- a. The property owner completes an application for the waiver of sewer connection charges and/or the financing of development fees for the connection of real property to the City of Port Orange sewer system;
- b. The property intended for connection, the "subject property", has an operating public gravity sewer system available or it is anticipated to be available at the right-of-way line adjacent to the subject property, and the system is designed to operate with a gravity sanitary sewer connection.
- c. The subject property is serviced by an existing septic system for waste water disposal and treatment.
- d. The applicant, on or before January 31, 2018, has executed an application and agreement as approved by the Finance Department and Public Utilities Department. The agreement shall include, but not limited to the following requirements: (1) the applicant shall request to connect to sanitary sewer service with the City of Port Orange, (2) the applicant shall deliver of a fully executed agreement, (3) the city shall record a lien against the subject property in the amount of the sanitary sewer impact fees, the "development fees", being financed, if applicable, (4) within 90 days after connection, the applicant shall submit proof of the abandonment of the existing septic system as required by State of Florida Health Department regulations; (5) the city shall reserve the right to record an additional lien for the connection charge as waived if proof of abandonment of the existing septic system is not provided, as required herein, and (6) after connection, the applicant shall repay the

amount of the connection charge as waived in the event that the applicant fails to lawfully abandon the septic system.

- e. The city council has budgeted the city funding requirements, if any, for the program.
- f. The Applicant has agreed to all such other terms and conditions as required for the purposes provided herein.

SECTION 2: The City Manager shall provide notice to property owners of the anticipated and actual availability of the public sewer system, and the temporary program to waive connection charges until January 31, 2018. The City Manager is hereby authorized to provide financing for sanitary sewer impact fees for up to three (3) years with the establishment of a statutory or recorded lien and at no interest. The Finance Department in cooperation with the Public Utilities Department shall administer the records for the application, agreement, waiver, lien and financing for the program. A City Attorney shall provide for legal review of each lien prior to recording in the public records. Upon approval of this Resolution No. 17-17, the Finance Director may credit an Applicant who has paid a connection charge, between March 1, 2017 and the effective date of this resolution, and who otherwise complies with the terms of the program.

SECTION 3: The City Council hereby waives of all administrative fees and lien fees associated with the processing of the agreement and the lien(s) related to the temporary program waiver set forth in this Resolution No. 17-17.

SECTION 4: The City Manager shall monitor with the assistance of the Finance Director, the city's continuous compliance with bond requirements for each financial aspect of the program and for the duration of the program.

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

SECTION 6: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 7: Resolution No. 17-15 is hereby amended and superseded.

SECTION 8: Resolution No. 17-17 shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

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



CERTIFIED MAIL # _____

City of Port Orange Public Utilities Department

Date:

RE: Notice of Required Sewer Connection

Dear Property Owner,

Our watershed is a precious resource that our city has gone to great efforts to protect. One of those efforts is providing sewer to as many customers as possible. Collecting sewer water, treating it and sending it out to our reclaimed lakes for reuse in irrigation is key to protecting the future of our drinking water. Septic tanks frequently leech out sewage that could eventually end up in our aquifer and could impact our drinking water.

Our records indicate that city sewer service is available to your property at the above address, however, you have not yet connected to the system. To protect the health of Florida waterways and to maintain compliance with Section 74-63 of the City of Port Orange Code, the city is requiring connections to sewer.

The city has recognized the financial impact and has adopted City of Port Orange Resolution No. 17-15 granting the eligible property owner a waiver of the current \$1,400 connection fee if the connection to the public sewer system and the abandonment of the septic tank is completed on or before January 31, 2018. Resolution No. 17-15 also provides no interest financing for city development fees required prior to connection.

If you fail to sign an agreement with the city by January 31, 2018 to connect to public sewer and to abandon the septic, then the waiver of the connection fee and the financing of the development fee will not be available. After January 31, 2018, the property owner will be required to pay the full connection fee and the full development fee as established and effective at the time of connection.

The following information provides the steps for compliance.

- You are hereby notified that the sewer service is anticipated to be available to the above property address or is currently available and that connection to the city's sewer collection facilities is mandatory within one year after actual availability.
- Within one year after the date of sewer availability, the property owner is required to complete the connection to the sewer system by constructing the sewer lines from the dwelling to the sewer connection point on the right-of-way line bordering the property and is required to abandon the septic tank pursuant to Florida Law and regulations.
- The property owner is required to pay the sewer impact fees and connection fees to the city prior to connecting to the system. The sewer impact fee is \$1,540. The connection fee is \$1,400.
- A licensed plumber hired by the property owner is required to obtain a plumbing permit issued by the city. Only a licensed plumber can construct the sewer line and make the physical connection of your private system to the city sewer system.

- The property owner is required to obtain a permit to abandon the septic tank. The Volusia County Health Department issues permits for the abandonment of septic tanks. You are required to abandon the septic tank within 90 days of connecting to a city sewer system. For information on the application fees to abandon your septic tank, contact the following: Health Department at 386-424-2061 and enter the prompt for environmental health.

The City of Port Orange Council has authorized staff to assist residents with the costs of connection. The following options are available:

1. Request a waiver of the connection fee and request to finance the development fee on or before January 31, 2018 by entering an agreement for monthly payments on the utility bill; or
2. Pay all fees as required prior to connection.

Please contact Ms. Cherie Cadenhead in our Customer Service Department at (386) 506-5721 to discuss the options and to request a waiver and financing. We thank you in advance for your understanding and concern for our aquifer and the future of our great city. Your prompt attention in this matter will benefit all of Florida.

Sincerely,

Lynn Stevens, Public Utilities Director
For M. H. Johansson, City Manager

Attachments: Resolution No. 17-15 Adopted March 28, 2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (B8) 3-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

Move to approve the Fourth Amendment to Lease Agreement between ArtHaus Foundation, Inc., a non-profit corporation, and the City of Port Orange, to amend and extend the Lease for an additional 3-year term, to forego the monthly rental payments in exchange for in-kind contribution by ArtHaus, and to authorize the Mayor and City Clerk to execute all required documents for lease agreement on behalf of the City.

SUMMARY:

ArtHaus Foundation, Inc. has requested a three year extension (or any portion thereof) to the existing lease for City-owned property located at 3840 Ridgewood Ave. ArtHaus has been a tenant at this location since 2004. The current lease expires on June 30, 2016. The proposed amendment extends the lease term for three years with an expiration date of June 30, 2020. The terms of the Lease are amended to accurately reflect the rental payment of \$0 in exchange for the cultural enrichment to the community, which shall be reported to Council at least annually. Also, lawn mowing has been excluded from the list of ArtHaus maintenance obligations.

ArtHaus provides a cultural element to the Town Center Redevelopment District as well as the community and all county schools at large. ArtHaus has been a good tenant and caretaker of the building and we intend to work with them to ensure they remain a valued member of this community and the TCRD.

The ArtHaus Executive Director has provided support materials regarding the history of ArtHaus, the number of people served, and benefits to the community.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Fourth Amendment to Lease Agreement	Fourth Amendment to Lease Agreement.pdf

Alan Rosen	Created/Initiated - 04/17/2017
Alan Rosen	Approved - 05/02/2017
Tracey Riehm	Approved - 05/04/2017
Matthew Jones	Approved - 05/04/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017

Parcel ID# 6303-11-06-0021

FOURTH AMENDMENT TO LEASE AGREEMENT

ArtHaus

3840 Ridgewood Avenue, Port Orange, Volusia County, Florida

THIS FOURTH AMENDMENT TO LEASE AGREEMENT is made and entered into the day and year set forth hereinafter by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal business office located at: 1000 City Center Circle, Port Orange, Florida 32129-4144 ("City"); and **ARTHAUS FOUNDATION, INC.**, a Florida non-profit corporation, principal address located at 3840 Ridgewood Avenue, Port Orange, Florida 32129, having a mailing address of: Post Office Box 290232, Port Orange, FL 32129-0232 ("ArtHaus"), and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Lease Agreement for the property located at 3840 Ridgewood Avenue, Port Orange, Florida dated June 2, 2009 ("Lease"); and

WHEREAS, the Parties entered into the Amendment to Lease Agreement ("First Amendment") on May 2, 2012, to extend the Lease for an additional 2-year term; and

WHEREAS, the Parties entered into the Second Amendment to the Lease Agreement ("Second Amendment") on April 23, 2014, to extend the Lease for an additional 2-year term.

WHEREAS, the Parties entered into the Third Amendment to the Lease Agreement ("Second Amendment") on June 21, 2016, to extend the Lease for an additional 1-year term, and amend the insurance requirements.

WHEREAS, the Parties now desire to extend the Lease, as amended, for an additional term of three (3) years commencing July 1, 2017 and ending June 30, 2020, and further amend to include an annual reporting requirement to the City by ArtHaus.

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

1. The premises set forth above and true and correct, form a material part of this Fourth Amendment and are incorporated herein by reference.

2. Article III, Paragraph 1 of the Lease, as amended, is hereby amended to read in its entirety as follows:

"1. The Lessee shall be responsible for maintenance of the Premises. Such maintenance shall include, but not be limited to the following:

- a. Provision of janitorial services, such as cleaning restrooms and windows, sweeping and mopping floors, and replacing light bulbs and fixtures;
- b. Maintenance of fire protection apparatus, including fire extinguishers;
- c. Maintenance of air conditioning and heating systems;
- d. Maintenance of the electrical and mechanical systems;
- e. Maintenance of the sewer and water systems;

- f. Maintenance of all interior surfaces, such as waxing floors and painting doors, walls and ceilings;
- g. Maintenance of the building exterior, including painting, roofing repairs and window repair;
- h. Maintenance of all locks and hardware;
- i. Maintenance of the parking areas and signage;
- j. Removal of all garbage, trash and refuse; and
- k. Extermination of all vermin, rats, mice, insects and other pests.”

3. Article V, Paragraph 1 of the Lease, as amended, is hereby amended to read in its entirety as follows:

“1. The Lessee shall not pay any rental payment, and shall instead offer its art education and cultural enrichment to the community as a whole. The Lessee shall report at least once per year to the city council on its programs, student participation, and service to the community.”

4. Article VI, Paragraph 2 of the Lease, as amended, is hereby amended to read in its entirety as follows:

“2. The term of this Lease Agreement shall be extended for three (3) years commencing July 1, 2017 and expiring at midnight on June 30, 2020.”

5. All other terms and conditions of the Lease, as amended, shall remain in full force and effect.

6. This Fourth Amendment to Lease 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 complete instrument. The delivery by

facsimile or email of an executed copy of this Fourth Amendment to Lease Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Left Blank]

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

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, 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:

ARTHAUS FOUNDATION, INC.
A Florida Non-Profit Corporation

Signature

By: _____
Name: Ron Nowviskie
Title: President

Printed Name

Attest:

Signature

Printed Name

Name: Laurie G. Ring
Title: Executive Director

(Witnesses as to Both)

Dated Signed: _____, 2017.

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Ron Nowviskie and Laurie G. Ring, the President and Executive Director, respectively, who are duly authorized to execute the foregoing instrument in their representative capacity on behalf of ArtHaus Foundation, Inc., a Florida non-profit corporation, and who ☐ are personally known to me, or ☐ have produced governmental agency issued identification.

Notary Public, State of Florida at Large
Printed Name, Commission, Seal
And Commission Expiration Date:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (B9) Interlocal Agreement Between City of Port Orange and New Smyrna Beach for the Use of the Port Orange Police Department Training Facility

DEPARTMENT: Police Services

GOAL: 1 - Public Safety
5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Interlocal Agreement with the City of New Smyrna Beach for the Police Training Facility.

SUMMARY: The City of Port Orange and the City of New Smyrna Beach would like to join resources to build the Police Shooting Range Training Facility. The City of Port Orange will be responsible for the construction and operation and maintain all rights to the property and facilities. The additional funds offered by NSB will help reduce the burden on the City of Port Orange and produce a better facility for training Police Department staff. Both City staffs feel this regional collaborative approach will benefit South East Volusia Cities in the training of PDs in the area.

Main points:

- The property is co owned by the city and county in proximity of the Trap and Skeet range.
- NSB will contribute \$800K for construction (400 at beginning of construction, 400 upon completion). PO will contribute \$1.2M
- Operating baseline will be established in the first two years and shared 65/35%. Until the baseline can be established NSB will contribute \$1K/yr. This is based on other considerations between NSB and PO as well as the long standing consideration NSB has made to PO regarding our payment to their facility.
- Operations and scheduling will be primarily through the POPD.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Interlocal Agreement	Interlocal Agreement.pdf

Aaron McIlrath
William Proctor
Thomas Grimaldi
Tracey Riehm

Created/Initiated - 02/10/2017
Approved - 02/10/2017
Approved - 02/13/2017
Approved - 03/13/2017

Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 05/04/2017
Approved - 05/04/2017
Final Approval - 05/04/2017

INTERLOCAL AGREEMENT

BETWEEN CITY OF PORT ORANGE AND NEW SMYRNA BEACH POLICE DEPARTMENT TRAINING FACILITY

THIS AGREEMENT, made and entered into the date provided hereafter by and between the City of Port Orange, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "PORT ORANGE") and the City of New Smyrna Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter "NEW SMYRNA BEACH"), and collectively referred to as the "Parties."

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purposes of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in an interlocal agreements; and

WHEREAS, the Parties desire to an interlocal agreement, hereinafter the "Agreement," to establish a joint Police Department Training Facility, (hereinafter the "TRAINING FACILITY") that is wholly owned and managed by PORT ORANGE but jointly utilized and funded by PORT ORANGE and NEW SMYRNA BEACH; and

WHEREAS, the joint funding by both Parties will provide a better economy of scale to construct and maintain adequate training facilities that will support police officers for both cities; and

WHEREAS, the Parties can provide more effective training for their officers at a location closer to each city thereby reducing costs and lost productivity in travel time to more distant facilities; and

WHEREAS, the Parties intend to participate in the shared management of the Training Facility in return for providing (i) a set proportion for the original construction of the Training Facility (ii) a proportionate share of the funding for recurring operation, maintenance and future capital expenditures and (iii) other terms as mutually agree upon; and

WHEREAS, the Parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and possible future expansion of the Training Facility, and

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

Section 1. STATEMENT OF PURPOSE

The purpose of this Agreement is to establish a joint Police Department Training Facility for the cities of PORT ORANGE and NEW SMYRNA BEACH and to include a framework to allow additional police departments access to this Training Facility if space is reasonably available-that would not impede the regular training for officers employed by the Parties.

Section 2. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

“Obligated funds” shall mean funds that are encumbered or intended to be encumbered for contracts that cannot be cancelled or amended.

Section 3. CONSTRUCTION

3.1 Both Parties shall review and consider for approval, the final construction plans for the Training Facility. Construction shall commence after approval of the Parties, said approval not to be unreasonably withheld. The Parties shall consider the adequacy and appropriateness of the training facility design to support both departments consistent with routine training schedules.

3.2 NEW SMYRNA BEACH will provide \$800,000 (33.3% of the total) and PORT ORANGE will provide \$1,600,000 (66.7% of the total) in capital for the original design and construction of the Training Facility for a total projected cost of \$2,400,000. If the Parties agree to augment the current design, the total additional cost, if any, of design and construction will be divided according to the percentage identified in this paragraph. NEW SMYRNA BEACH shall provide \$400,000 upon award of the design-build contract and \$400,000 upon completion of the construction.

3.3 PORT ORANGE and Volusia County own the land at the proposed location of Training Facility. PORT ORANGE and VOLUSIA COUNTY agreed to a separate Interlocal agreement on July 20, 2006, as amended July 21, 2016, hereinafter “City/County Interlocal, attached hereto as Attachments A and B, respectively. The City/County Interlocal states that “Neither party shall make any alterations, additions or improvements to the Parcels without the prior written notice to the other party,” (section 8p.). Therefore, while Volusia County has not indicated an interest in participating in the Training Facility, the County will also need to approve of the improvements made to the parcel.

3.4 The amended Interlocal agreement between PORT ORANGE and Volusia County requires construction details, as may be amended consistent with this Agreement, for the Training Facility. The details are included in Article 3 (Construction), Subsection 3.b and can be found in Attachment B of this document.

Section 4. LOCATION

4.1 The proposed location of the Training Facility is included in Attachment B, Exhibit A-1 of the amendment to the City/County Interlocal and described as ("Parcel B – Police Gun Range").

Section 5. ADMINISTRATION

5.1 The day-to-day operations of the Training Facility shall be managed and maintained by PORT ORANGE.

Section 6. TRAINING SCHEDULE

6.1 The New Smyrna Beach Police Department shall have full unscheduled access to one Classroom, one storage room and one PPC Range. Any use of other areas of the Training Facility or any rifle training shall be coordinated with the Port Orange Training Division Coordinator (hereinafter, "Training Coordinator"). The Training Coordinator will control the training facility schedule. Any Long Rifle (AR-15, Sniper Rifle or equivalent) training must be scheduled three weeks in advance. All scheduling shall be consistent with the City/County Interlocal and hunting or other lease agreement(s) in effect.

6.2 Training will only be scheduled and occur between 7 am and 10 pm, Monday through Friday. Any training outside normal operations schedule as indicated in this section must be approved by the Port Orange Police Department Chief of Police in advance. Any Long Rifle (AR-15, Sniper Rifle or equivalent) training must be scheduled three weeks in advance. All scheduling shall be consistent with the City/County Interlocal and hunting or other lease agreement(s) in effect.

Section 7. CIP & OPERATING BUDGET

7.1 Any Capital Improvement Projects, whether maintenance or improvement shall be reviewed by all Parties at the time the need is identified and the Parties will agree on how to fund those projects on a case by case situation.

7.2 NEW SMYRNA BEACH will contribute 35% of the operating costs and PORT ORANGE will contribute 65% of the operating costs. This percentage is based on sworn personnel.

7.3 PORT ORANGE will bill NEW SMYRNA BEACH 35% the actual operating cost at the end of each fiscal year. The annual bill will include a detailed invoice which will include, but not be limited to; electrical, water, sewer, mowing, phone services, pest control, weed control, and non-capital repairs.

7.4 NEW SMYRNA BEACH shall pay \$1,000 per year for first two years for operating costs associated with operating the Training Facility. Thereafter, Port Orange shall pay 65% of the real operating costs and New Smyrna Beach shall pay 35% of the real operating costs.

Section 8. ADDITIONAL FUTURE PARTIES TO AGREEMENT

8.1 If another jurisdiction is interested in becoming a party to this agreement, the Parties shall mutually agree, prior to any change in this agreement. If the Parties agree to allow an additional party or parties to join this agreement, then this agreement will be amended to include all parties.

Section 9. TRAINING FACILITY RENTALS

9.1 The Parties agree that the Training Facility can be rented to another jurisdiction that is not party to this agreement for the training of their sworn officers. The PORT ORANGE Police Chief shall approve all rentals consistent with this Agreement, prior to commencement. Any rental of the Training Facility shall not impede the training needs of any Party to this Agreement. In addition, any rental shall not interfere with the NEW SMYRNA BEACH unscheduled access (Section 6.1), unless approved by the NEW SMYRNA BEACH Police Chief.

9.2 Rental fees shall be established by the PORT ORANGE Police Chief.

9.3 100% of any revenue generated from renting the NEW SMYRNA BEACH unscheduled access areas (see Section 6.1) will be applied to the annual actual operating cost (see Section 7.3) as a credit to assist in offsetting operating cost.

9.4 100% of any revenue generated from renting any areas of the Training Facility, other than those listed in 9.3 will be applied to the annual actual operating cost to assist in offsetting operating cost. 35% of the revenue will be credited to NEW SMYRNA BEACH actual operating cost and 65% will be credited to PORT ORANGE to assist in offsetting operating cost.

9.5 If revenue from rentals exceeds NEW SMYRNA BEACH'S actual operating cost then PORT ORANGE will pay NEW SMYRNA BEACH the difference between the actual operating cost and the rental revenues.

Section 10. TERMINATION

10.1 Any Party may terminate its participation in this Interlocal Agreement upon one hundred and eighty (180) days written notice to the other Party or Parties. The Parties acknowledge and agree that the capital infrastructure and personal property are not divisible and shall remain the property of PORT ORANGE. Upon termination, the terminating Party shall have no rights or privileges under this Agreement.

10.2 Should NEW SMYRNA terminate its participation in this Agreement within 10 days of the issuance of the certificate of occupancy, PORT ORANGE will refund a percentage of the original capital contribution for the design and construction of the Training Facility based on the following schedule:

Before 1 year, 90% refund
Between 1 and 2 years, 80% refund
Between 2 and 3 years, 70% refund
Between 3 and 4 years, 60% refund
Between 4 and 5 years, 50% refund
Between 5 and 6 years, 40% refund
Between 6 and 7 years, 30% refund
Between 7 and 8 years, 20% refund
After 9 years, no refund

10.3 Should NEW SMYRNA BEACH terminate its participation in the Agreement with proper notice as indicated in Section 10.1 of this agreement, the City of Port Orange will reimburse NEW SMYRNA BEACH'S share of the percentage and any funds that are unspent or have not been obligated for the operations. "Obligated funds" shall mean funds that are encumbered or intended to be encumbered for contracts that cannot be cancelled or amended.

[REMAINDER OF THIS PAGE INTERNATIONALLY LEFT BLANK]

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

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 _____, 2017 by Donald O. Burnette, 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, or ☐ has produced _____ as identification.

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 _____, 2017 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, or ☐ has produced _____ as identification.

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

WITNESSES:

CITY OF NEW SMYRNA BEACH, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
James W. Hathaway, Mayor

Name: _____

Name: _____

Attest: _____
Johnny Bledsoe, City Clerk

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by James W. Hathaway, as Mayor of the City of New Smyrna Beach, 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, or ☐ has produced _____ as identification.

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 _____, 2017 by Johnny Bledsoe, as City Clerk of the City of New Smyrna, 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, or ☐ has produced _____ as identification.

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") made this 20 day of July, 2006, by and between THE CITY OF PORT ORANGE, 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and COUNTY OF VOLUSIA, 123 West Indiana Avenue, DeLand, Florida 32720, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purpose of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in the interlocal agreements; and

WHEREAS, pursuant to Section 163.01(5)(j), Florida Statutes, an interlocal agreement between local governmental units may provide for the acquisition, ownership, custody, operation, maintenance, lease or sale of real property; and

WHEREAS, the City and the County as the co-owners in fee simple of approximately 125 acres of land in Volusia County, located on property known as the Vargal Conservation Area, Port Orange, Florida; and

WHEREAS, it is the intent of this Agreement that the City use approximately 62.5 acres for a police gun range (hereinafter referred to as "Parcel B") and the County use approximately 62.5 acres for a skeet and trap range (hereinafter referred to as "Parcel A") under a lease agreement with a third party; and

WHEREAS, the City and the County shall provide legal access to any Lessees on either Parcel A or Parcel B; and

WHEREAS, the hunting lease between Smoky Hunt Club or any successor(s) may be amended to conform to the lands covered by this Interlocal Agreement; and

WHEREAS, Parcel A and Parcel B shall be further defined and be subject to verification of acreage as to each parcel in accordance with current surveys of the parcels:

(Legal descriptions attached as Exhibit "A")

NOW THEREFORE, for and in consideration of mutual covenants and agreements hereinafter contained, the City and County do hereby agree as follows:

1) TERM OF AGREEMENT

- a) Commencement Date: The term of this Agreement shall be for ten (10) years.

This Agreement shall commence on the 20th day of July, 2006, and end on July 31, 2016.

- b) Option to Extend. Provided either the City or the County are not in default hereunder, the City or County are hereby granted the option to extend the term of this Agreement for ten additional periods of ten (10) years each (Option Term) upon the same terms and conditions as contained herein and agreed to by City and County. Either party may exercise said option by giving written notice of its intent on or before 60 days prior to the expiration of the original term of this Agreement.

- c) Utilities. Each party shall be responsible for and promptly pay any and all charges for utility services provided to its respective parcel.

- d) Maintenance and Repairs. The City or the County shall be responsible for all maintenance, repairs, and any improvements located on its respective parcel, including the roof, foundations and exterior walls.

- e) Insurance. The City and the County shall at all times and at its sole cost maintain public liability insurance or a program of self-insurance covering their respective parcel with limits of at least \$2,000,000.00 per claim for personal injury and death and \$500,000 for property damage, with a waiver of subrogation. Said public liability policies shall carry both the names of the City and the County as the named insured as to their respective interest may appear.

2) INDEMNIFICATION

County and City agree to indemnify each other and save harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or property damage or destruction arising from any occurrence in, upon or at the Parcels, or the occupancy or use by either party of the Parcels or any part thereof, or any act, omission or negligence of either parties agents, employees, licensees or invitees unless caused by the gross

negligence of either of them. Nothing in this agreement shall operate to waive, limit, or alter in any way the sovereign immunity of the County as provided under Florida law.

3) **CONSTRUCTION**

- a) General Conditions: The City or the County shall have the right, at any time and from time to time during the term of this Agreement, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements on its respective parcel, and correct and change the contour of said parcel, subject to the following conditions:
- (i) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvement shall be borne and paid for by the City or the County or the Lessee.
 - (ii) Easements. In order to provide for the more orderly development of the Parcels, it may be necessary, desirable, or required that right-of-way, street, water, sewer, drainage, gas, power line, and other easements or licenses, or similar rights, be granted over or within portions of said Parcels. The City shall, upon request of the County and likewise the County, shall join each with the other in executing and delivering such documents, from time to time and throughout the term of this Agreement, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of granting such easements.
 - (iii) Land Development Regulations. The County and or the City shall on its respective parcel be subject to the adopted comprehensive plan and land development regulations for Volusia County or the City, as the case may be, and will take all necessary actions to obtain any zoning, subdivision, site plan, environmental, or building approvals and permits on the Parcel, or any part thereof. The City or the County agree, from time to time upon request of either party to execute such documents, petitions, applications, and

authorizations as may be appropriate or required to submit the
Parcels, or any part thereof, for the purposes of obtaining such
approvals.

(iv) Expenses. In each of the foregoing provisions of Section 4 said
approvals, permits, and impact fees, shall be borne solely by the
requesting party.

4) ASSIGNMENT AND SUBLETTING

a) Either party may enter into a Lease or sublet the whole or any part of its
respective Parcel.

b) Notices. All notices, demands or other writing in this Agreement are to be
given, made or sent, or which may be given or made or sent, by either party
through this Agreement to the other, shall be deemed to have been given,
made or sent when made in writing and deposited in the United States mail,
certified, return receipt requested and postage repaid, and addressed as
follows:

TO CITY: City Manager
1000 City Center Circle
Port Orange, FL 32129

TO COUNTY: County Manger
County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612

The address to which any notice, demand or other writing may be given, made or
sent, as above provided, may be changed by written notice given by such party as
above provided.

5) ACCESS TO THE PARCELS

Right of Access. At its option, either the City or the County shall have the right
to enter said Parcels at all reasonable hours for the purpose of inspecting the same
or of making repairs, additions, alterations or improvements to the same.

6) HAZARDOUS SUBSTANCES

- a) Hazardous Substances. The term "Hazardous Substances", as used in this Agreement shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Neither party shall cause or permit to occur:
- i. Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about either parcel or arising from its use or occupancy of the Parcels; or
 - ii. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance.
- b) Environmental Cleanup. Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Agreement, at or from said Parcels or which arises at any time from either party's use or occupancy of said Parcels, each party at its own expense, shall prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such cleanup plans.
- c) Environmental Indemnity. Either party shall indemnify, defend and hold harmless each other, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith including attorneys' and consultants fees arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances that occur during the term of this Agreement, or which arises at any time from either party's use or occupancy of the Parcels.

7) ESTOPPEL, ATTORNMENT & SUBORDINATION

Encumbrances and Subordination. The City and the County each to the other represents that there is no existing mortgage on the parcels hereby under this Agreement and neither party shall encumber the parcels.

8) **MISCELLANEOUS PROVISIONS**

- a) Covenant of Quiet Enjoyment. City and the County, subject to the terms and provisions of this Agreement, shall observe, keep and perform all the terms and provisions of this Agreement on the part of either party to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Parcels during the term of this Agreement.
- b) Surrender of Parcels. On the expiration or earlier termination of the term of this Agreement, each party shall quit and surrender the Parcels in neat and clean condition and in good order, condition and repair, together with all work alterations and additions. Each party agrees to promptly repair any and all damages to the Parcel resulting from such removal.
- c) Dispute Resolution. Prior to instigating any litigation, any controversies, claims or other matters in question arising out of or relating to this Agreement or its breach will be settled through mediation. City and County will have 60 days from the date conflicting demands are made to attempt to resolve the dispute through the mediation process. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee.
- d) Wavier of Jury. County and City waive all rights to a trial by jury on any and all maters in any civil action commenced by or against County concerning this Agreement or the Parcels and agree to venue in Volusia County.
- e) Signs. Either party shall have the right, at its own expense, to place non-electrical or any other form of signs on the parcels, provided that, in connection therewith, any and all signs comply with all applicable governmental regulations and ordinances.
- f) Recording. County nor the City agree not to record this Agreement.
- g) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the Parcels.
- h) Time of Essence. Time is of the essence of this Agreement and every provision hereof.

- i) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- j) Binding Effect. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of City and County.
- k) Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Agreement shall be venued in Volusia County, Florida.
- l) Attorney's Fees. If any legal matter, dispute, action or proceeding between the City and the County arises under this Agreement, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's attorney's fees and court costs. If either party hereto without fault is made a part to any litigation instituted by or against any other party to this Agreement, such other parties shall indemnify and hold harmless City or County, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.
- m) Section Title; Interpretation. The titles to the sections contained in this Agreement are for convenience and reference only. The use of the singular herein shall be deemed to include the plural, and conversely, the plural shall be deemed to include the singular.
- n) Waiver. Failure on the part of City or County to complain of any action or non-action on the part of the other shall never be a waiver by City or County of any of their respective rights hereunder. The acceptance by either party of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and either party may accept such check without prejudice to any other rights or remedies which either party may have against the other.

- o) Personal Property of County. All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to either Parcel, whether physically attached to the building or not, shall remain the personal property of the City and the County, as the case may be, and shall be considered a part of the Parcels.
- p) Alterations. Neither party shall make any alterations, additions or improvements to the Parcels without the prior written notice to the other party.
- q) Either party may terminate this Agreement upon 180 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands and official seals to this Interlocal Agreement on this 20 day of July, 2006.

WITNESSES:

Shirley M. Kelly
Mgt. J. Kelly

CITY:

CITY OF PORT ORANGE

By: Allen Green

Allen Green, Mayor

Attest: Kenneth W. Parker

Kenneth W. Parker,
City Manager

ATTEST:

By: James T. Dinneen

James T. Dinneen, County Manager

COUNTY:

COUNTY OF VOLUSIA

By: Frank T. Bruno, Jr.

Frank T. Bruno, Jr. County Chair

This instrument prepared by:
County of Volusia
Land Acquisition and Management Division
123 W. Indiana Avenue, Room 201
DeLand, FL 32720

C:\Legal\AGREEMENT\IA PO Vol Co Skeet range.doc

LEGAL DESCRIPTIONS - EXHIBIT "A"

Overall Parcels A and B:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Containing 125 acres more or less.**

Parcel A:

The Northerly 62.50 acres of the following described parcel of land:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances:

run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Said Northerly 62.50 acres lies North of a line that is parallel to the North line of said Section 10 and as generally depicted on Exhibit "A" included herein.**

Parcel B:

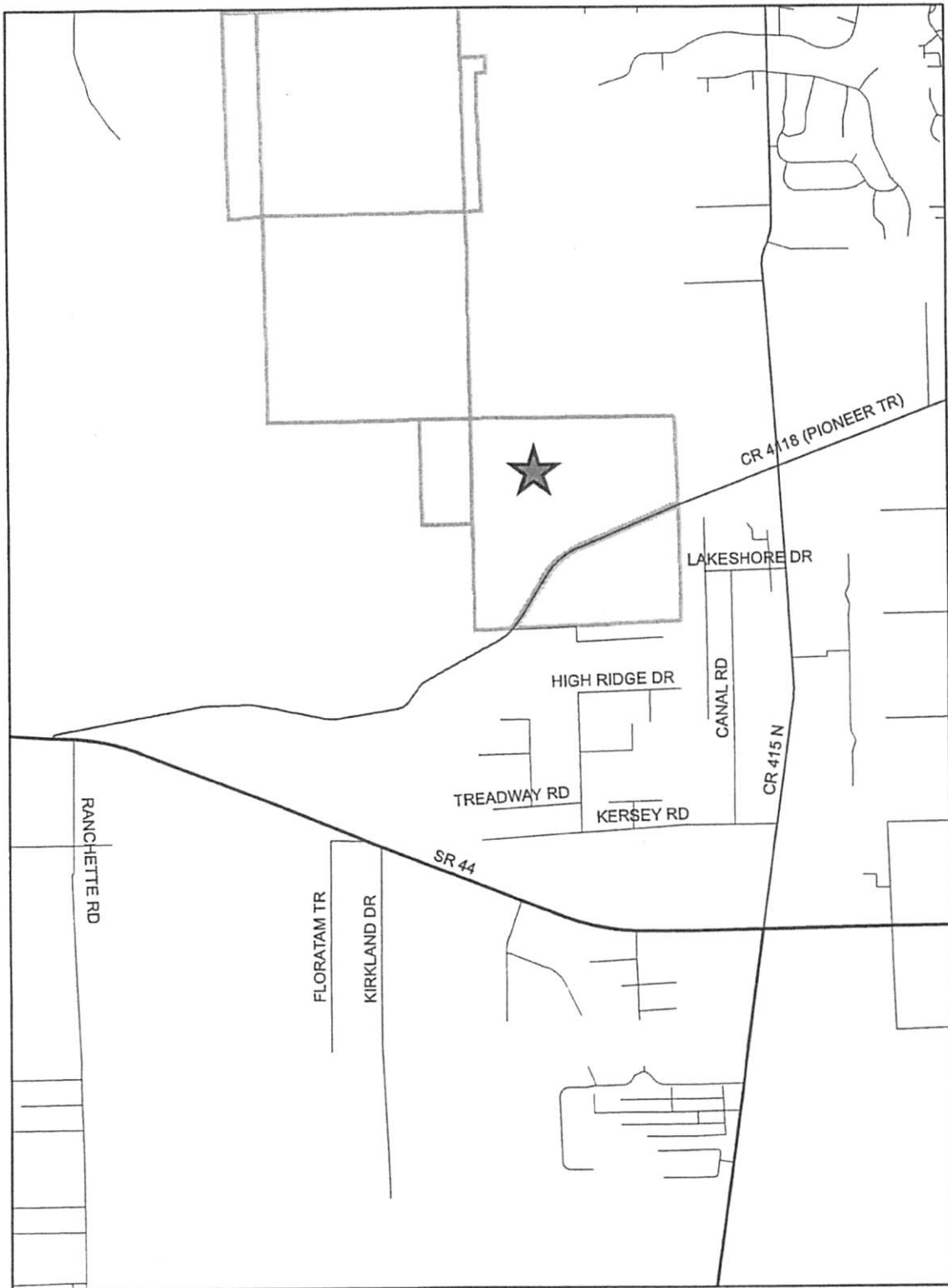
The Southerly 62.50 acres of the following described parcel of land:

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of way line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run north 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Record of Volusia County, Florida and the Point of Beginning. Said Southerly 62.50 acres lies South of a line that is parallel to the North line of said Section 10 and as generally depicted on Exhibit "A" included herein.**

**** This legal description was created based on Global Positioning System data that was converted to metes and bounds description through computer programming and does not constitute a surveyed legal description which can be relied upon for conveyance of title.**

Vargal Property



★ Proposed Skeet Range Location

Instrument# 2006-194731 # 13

Book: 5885

Page: 1123

Diane M. Matousek

Volusia County, Clerk of Court

125 Acre Polygon; Vargal Property



Aerial Photo Date: December 2005/January 2006

Attachment B

07/28/2016 03:14 PM
Instrument# 2016-138633 # 1
Book : 7283
Page : 1188

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

FIRST AMENDMENT

TO

INTERLOCAL AGREEMENT REGARDING VARGAL CONSERVATION AREA

THIS FIRST AMENDMENT to the Interlocal Agreement ("First Amendment") is entered into by and between CITY OF PORT ORANGE, a municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City"), and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as "County", collectively referred to herein as the "Parties").

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 ("Agreement"), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County ("Property"), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range ("Police Gun Range") and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, the Agreement identified a portion of the Property used for the Skeet Range as Parcel "A" and a portion of the Property used for the Police Gun Range as Parcel "B"; and

WHEREAS, City has commenced its design of the Police Gun Range and has determined that for the safety of all persons accessing the Property, the relocation of the Police Gun Range is necessary, thereby necessitating the designation of a different portion of the Property as "Parcel B" and amending the Agreement; and

WHEREAS, sub-paragraph 1.b of the Agreement provides that the City and County are granted the option to extend the term of the Agreement for ten (10) additional periods of ten (10) years each upon the same terms and conditions as contained therein; and

WHEREAS, it is the Parties' desire to extend the term of the Agreement for an additional ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

(Words in ~~strike-through~~ type are deletions; words in double underscore type are additions)

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Article 1, "Term of Agreement," the termination date of the Agreement is extended by ten (10) years so that Subsection 1.a of the Agreement is hereby amended to read as follows:
 - a) Commencement Date: The term of this Agreement shall be for ten (10) years. This Agreement shall commence on the 20th day of July, 2006, and end on July 31, 2016-July 31, 2026.
3. Article 3, "Construction," Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

4. Exhibit "A" of the Agreement, "Legal Descriptions," is hereby deleted and replaced with Exhibit "A-1," attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall be deemed to refer to Exhibit "A-1."
5. Except as provided herein this First Amendment to Agreement, the terms and conditions set forth in the Agreement shall remain in force and effect.
6. This First Amendment shall be deemed effective upon execution by the Parties.
7. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this 21st day of July, 2016.

WITNESSES:

Frances Gosnell
Signature

Frances Gosnell
Print Name

Cynthia K. Rivera
Signature

Cynthia K. Rivera
Print Name

CITY:

CITY OF PORT ORANGE

By: Allen Green

Allen Green, Mayor

Attest: Robin Fenwick

Robin Fenwick, City Clerk

ATTEST:

By: James F. Danneen

James F. Danneen, County Manager

COUNTY:

COUNTY OF VOLUSIA

By: Jason P. Davis

Jason P. Davis, County Chair

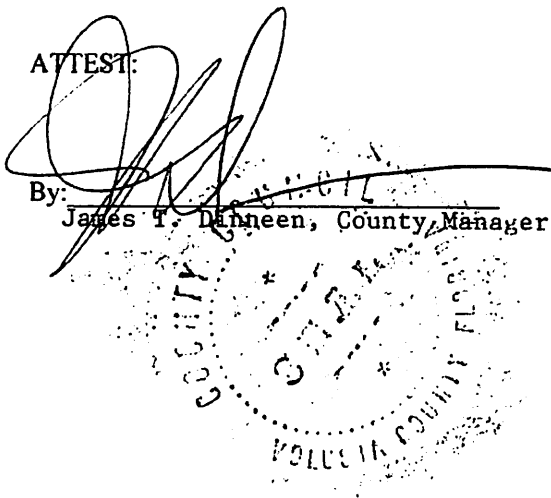


EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°46'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of 222.48298.85 feet; thence depart said centerline North 89°47'39" West, a distance of 1519.251541.55 feet; thence North 04°12'23" West, a distance of 346.28417.63 feet; thence North 26°28'24" West, a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of 379.35 feet; thence 388.74 feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (B10) Second Amendment to Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the amendment to the interlocal agreement with Volusia County and to authorize the mayor and city manager to authorize the city manager to make such additional modifications to the agreement for design related revisions to accomplish the purposes of the interlocal agreement; and authorizing the city clerk to attest the agreement.

SUMMARY: Approve Article 3 modification so that we can move to County Council meeting agenda for final approval. See marked up attachment for Article 3.

The City Attorney has reviewed the proposed language and is prepared to make revisions pursuant to city council's consideration and approval.

Upon City Council approval the Second Amendment to the Interlocal Agreement regarding Vargal Conservation Area shall be prepared consistent with the draft language attached. Upon approval by county staff, the Second Amendment will be considered by the Volusia County Council.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Article 3 Markup	Article 3 revision.docx
2.	Current Vargal Interlocal	Amend1 ILA re Vargal Fully Executed.pdf
3.	Preliminary Site Plan	Preliminary Site Plan - Police Shooting Range.pdf

Robin Fenwick
William Proctor
Thomas Grimaldi
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 04/27/2017
Approved - 04/27/2017
Approved - 04/27/2017
Approved - 05/04/2017
Approved - 05/04/2017
Final Approval - 05/04/2017

Article 3, "Construction," Subsection 3.b is hereby added to read:

b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate the design attached hereto as Exhibit ?, subject to adjustments as approved by the County Manager's Office and the City Manager's Office. ~~a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.~~

Original Language

3. Article 3, "Construction," Subsection 3.b is hereby added to read:

b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

FIRST AMENDMENT

TO

**INTERLOCAL AGREEMENT REGARDING
VARGAL CONSERVATION AREA**

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WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the "Florida Interlocal Cooperation Act of 1969"; and

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WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range ("Police Gun Range") and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County ("Skeet Range"); and

WHEREAS, the Agreement identified a portion of the Property used for the Skeet Range as Parcel "A" and a portion of the Property used for the Police Gun Range as Parcel "B"; and

WHEREAS, City has commenced its design of the Police Gun Range and has determined that for the safety of all persons accessing the Property, the relocation of the Police Gun Range is necessary, thereby necessitating the designation of a different portion of the Property as "Parcel B" and amending the Agreement; and

WHEREAS, sub-paragraph 1.b of the Agreement provides that the City and County are granted the option to extend the term of the Agreement for ten (10) additional periods of ten (10) years each upon the same terms and conditions as contained therein; and

WHEREAS, it is the Parties' desire to extend the term of the Agreement for an additional ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

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3. Article 3, "Construction," Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel "B" so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel "A." The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25') foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10') foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

4. Exhibit "A" of the Agreement, "Legal Descriptions," is hereby deleted and replaced with Exhibit "A-1," attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall be deemed to refer to Exhibit "A-1."
5. Except as provided herein this First Amendment to Agreement, the terms and conditions set forth in the Agreement shall remain in force and effect.
6. This First Amendment shall be deemed effective upon execution by the Parties.
7. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this 21st day of July, 2016.

WITNESSES:

Frances Gosnell
Signature

Frances Gosnell
Print Name

Cynthia K. Rivera
Signature

Cynthia K. Rivera
Print Name

CITY:

CITY OF PORT ORANGE

By: [Signature]
Allen Green, Mayor

Attest: [Signature]
Robin Fenwick, City Clerk

ATTEST:

By: [Signature]
James T. Dinneen, County Manager

COUNTY:
COUNTY OF VOLUSIA

By: [Signature]
Jason P. Davis, County Chair

EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°46'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of ~~222.48~~298.85 feet; thence depart said centerline North 89°47'39" West, a distance of ~~4549.25~~1541.55 feet; thence North 04°12'23" West, a distance of ~~346.28~~417.63 feet; thence North 26°28'24" West, a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of ~~379.35~~ feet; thence ~~388.74~~ feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (B11) Major Special Event Request – Remarkable River Run 5K/10K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River Run 5K/10K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

SUMMARY: Staff has received a repeat special event request for a 5K and 10K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 6:30 a.m. until 9:00 a.m. on June 11, 2017.

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

The 5K race will start at Panheads Pizzeria located at 4085 Ridgewood Avenue, head South on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Panhead's Pizza.

There will be an awards ceremony after completion of the race to be held at Panheads Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

The event director has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised. The proposed event is structured in the same way as the prior events approved for the Remarkable River Run 5K/10K and qualifies for the repeat event reduced application fee of \$150.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	STAFF REPORT Remarkable River.pdf

Amanda Bonin	Created/Initiated - 04/18/2017
Wayne Clark	Approved - 04/18/2017
Thomas Grimaldi	Approved - 05/02/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



STAFF REPORT

MAJOR SPECIAL EVENT REQUEST

REQUEST: Remarkable River Run 5K/10K

OWNER: Final Mile Race Management

APPLICANT: Jennifer Florida

PROJECT LOCATION: Aunt Catfish Restaurant – 4009 Halifax Drive
Galbreath's – 4108 Halifax Drive
Panhead's – 4085 Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Compliance Inspector

CITY COUNCIL DATE: May 16, 2017

INTRODUCTION:

Staff has received a repeat special event request for a 5K and 10K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 6:30 a.m. until 9:00 a.m. on June 11, 2017.

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

The 5K race will start at Panheads Pizzeria located at 4085 Ridgewood Avenue, head South on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Panhead's Pizza.

There will be an awards ceremony after completion of the race to be held at Panheads Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

The proposed event is structured in the same way as the prior events approved for the Remarkable River Run 5K/10K and qualifies for the repeat event reduced application fee of \$150. Staff is not aware of any concerns or issues with past events.

BACKGROUND:

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

Port-o-lets are to be provided by the applicant.

CODE VIOLATIONS

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES

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

The proposed event is structured in the same way as the prior events approved for the Remarkable River Run 5K/10K and qualifies for the repeat event reduced application fee of \$150. Staff is not aware of any concerns or issues with past events.

RECOMMENDATION

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

1. Hours of the event shall be from 6:30 a.m. until 9:00 a.m.
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
6. A temporary sign permit shall be required for the one banner permitted for this event. Application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the running route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (B12) Family Days After Action- Alcohol

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: The annual spring fair event took place in City Center on March 2-5th. This years event appeared before the council to provide information for extending the beer garden into the circle. Council requested at that meeting a report from staff indicating the outcome of the change and to report back on any issues and recommendations moving forward.

After meeting with the Police Department there where no reported issues as it relates to alcohol or the beer garden. Staff feels that the event was orderly and people complied with the boundary signs.

Staff would recommend some additional and single sided signage to mark boundaries.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Report	POPD Spring Fair 2017 After Action Review.doc

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 04/25/2017
Approved - 04/25/2017
Approved - 04/25/2017
Final Approval - 04/25/2017



PORT ORANGE POLICE DEPARTMENT



MEMORANDUM

TO: Chief Thomas R. Grimaldi
FROM: Sergeant Steve Braddock –Traffic Unit
DATE: April 24, 2017
CC: File
FILE: SMB0417.M005
SUBJECT: Spring Fair 2017 After Action Review

The Family Days Trust “Spring Fair” event was held from Thursday 03/02/17 through Sunday 03/05/17. Weather for the four day event was mostly favorable, with some cooler temperatures experienced overnight. There was no evidence of any substantial rain this year.

Thursday 03/02/17 17:00hrs – 22:30hrs:

No unusual occurrences.

Friday 03/03/17 17:00hrs – 23:00hrs:

No unusual occurrences.

Saturday 03/04/17 09:00hrs – 16:00hrs:

No unusual occurrences were reported.

Sunday 03/05/17 10:00hrs – 1930hrs:

No unusual occurrences were reported.

Calls of interest:

- As in years past, a child was momentarily separated from their mother, but they were reunited within a few minutes.

Saturday 03/04/17 16:00hrs – 23:30hrs:

No unusual occurrences were reported.

Sunday 03/05/17 09:00hrs – 19:00hrs:

No unusual occurrences were reported



PORT ORANGE POLICE DEPARTMENT



Notes:

The beer and wine garden venue was expanded for this year's event. Therefore additional detail officers were needed for security purposes, etc. During this year's Spring Fair event there were no reported issues of concern involving the beer and wine garden venue.

Overtime/Special Detail hours used:

The Port Orange Police department worked a total of 149.0 hours of City Overtime for the event, which was the approved amount. .

Special details were paid for by Family Days Trust for additional overnight security, and those officers worked a total of 75 special detail hours. This was a significant increase since last year's Spring Fair which was 35.5 hour and was due to the increase in special detail officers for the beer and wine garden. The increase of special detail officers were paid for by Family Days.

Respectfully Submitted by:

Sergeant Steve Braddock



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (B13) Addendum to Sandy Point Progressive Sports License Agreement.

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Addendum to License Agreement and authorize the Mayor and City Clerk to execute the same.

SUMMARY: Sandy Point Progressive Sports has a current license agreement with the City to provide water recreational services at Riverwalk Park phase 1A. Over the past four months their access has been blocked due to construction of phase 1B of the park. Most recently they were planning an open house for late April and due to delays they have been forced to move that event, which has resulted in additional costs to the company. They are requesting a 4 month credit in their license fee. If approved, they would not pay \$200 for each the months June, July, August and September, for a total credit of \$800. Regular payments would continue in October of 2017. Attached for your review is their request letter, the license agreement, and the proposed addendum to the license agreement.
Staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Addendum to License Agreement	Sandy Point Addendum to License Agreement 5.2.17.pdf
2.	Request Letter	RE Kayak Concession - Construction Delays.msg
3.	License Agreement	ExecutedLicense AgreementSP.pdf

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

Created/Initiated - 04/21/2017
Approved - 04/21/2017
Approved - 04/26/2017
Approved - 05/02/2017
Approved - 05/04/2017
Approved - 05/04/2017
Final Approval - 05/04/2017

ADDENDUM TO LICENSE AGREEMENT

THIS **ADDENDUM TO LICENSE AGREEMENT** ("Addendum") is made and entered into this day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"), and Sandy Point Progressive Sports, Inc., whose mailing address is 3090 S. Ridgewood Avenue, S. Daytona, FL 32119, ("Licensee").

PREMISES

WHEREAS, the Licensee was the successful bidder to the City's RFP #16-27 to provide water recreation rental operations to the public; and

WHEREAS, the Licensor is the owner of real property located at 3441 S. Ridgewood Avenue, Port Orange, Florida 32127, commonly known as the Riverwalk Park Phase I, hereinafter referred to as the "Subject Property", and described on **Exhibit "A"**; and

WHEREAS, the Licensor has constructed improvements at the Subject Property which include a +/- 400 sq. ft. concession/vendor building with two restrooms, a 30' wide canoe/kayak launch, a canoe kayak rack area, and public parking, hereinafter referred to as the "License Areas", as depicted on the attached **Exhibit "B"**; and

WHEREAS, the parties entered into a License Agreement on September 6, 2016 ("License Agreement"); and

WHEREAS, the construction of Phase II of the Licensor's Riverwalk Park project has caused interruption of the Licensee's business operation at the Subject Property; and

WHEREAS, the Licensor wishes to provide a four (4) month credit of the monthly license fee in consideration for the interruption caused by the construction of Phase II of the Licensor's Riverwalk Park project.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Credit. The Licensor hereby grants the Licensee a four (4) month credit of the monthly license fee of **TWO HUNDRED AND 00/100 DOLLARS (\$200.00)** which shall be used beginning with the first monthly license fee payment due subsequent to the execution of this Addendum, and continuing for the following three monthly license fee payments due thereafter. The credit granted herein shall not exceed a total value of EIGHT HUNDRED AND 00/100 DOLLARS (\$800.00). All other payments, terms, and conditions of the License Agreement, not expressly modified herein, shall remain in full force and effect.

2. Hold Harmless and Indemnification. The Licensee recognizes and acknowledges that Section 17 of the License Agreement clearly states that the Licensor shall not be liable to the Licensee if *for any reason* the Licensee's use of the Subject Property is hindered or disturbed. This credit shall not operate to amend Section 17 of the License Agreement, and

shall not obligate the Licensor to provide a credit for any future hindrance or disturbance of the Licensee's use of the Subject Property.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

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

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEE:

Sandy Point Progressive Sports, Inc.
a Florida corporation

Printed Name: _____

Steven B. Gottlieb, President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Steven B. Gottlieb, as President of Sandy Point Progressive Sports, Inc., a Florida corporation, on behalf of the corporation, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

EXHIBIT "A"

Riverwalk Park Phase 1 3441 Ridgewood Avenue, Port Orange, FL 32129

Full Parcel ID:

03-16-33-10-01-0011

Short Parcel ID:

6303-10-01-0011

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"



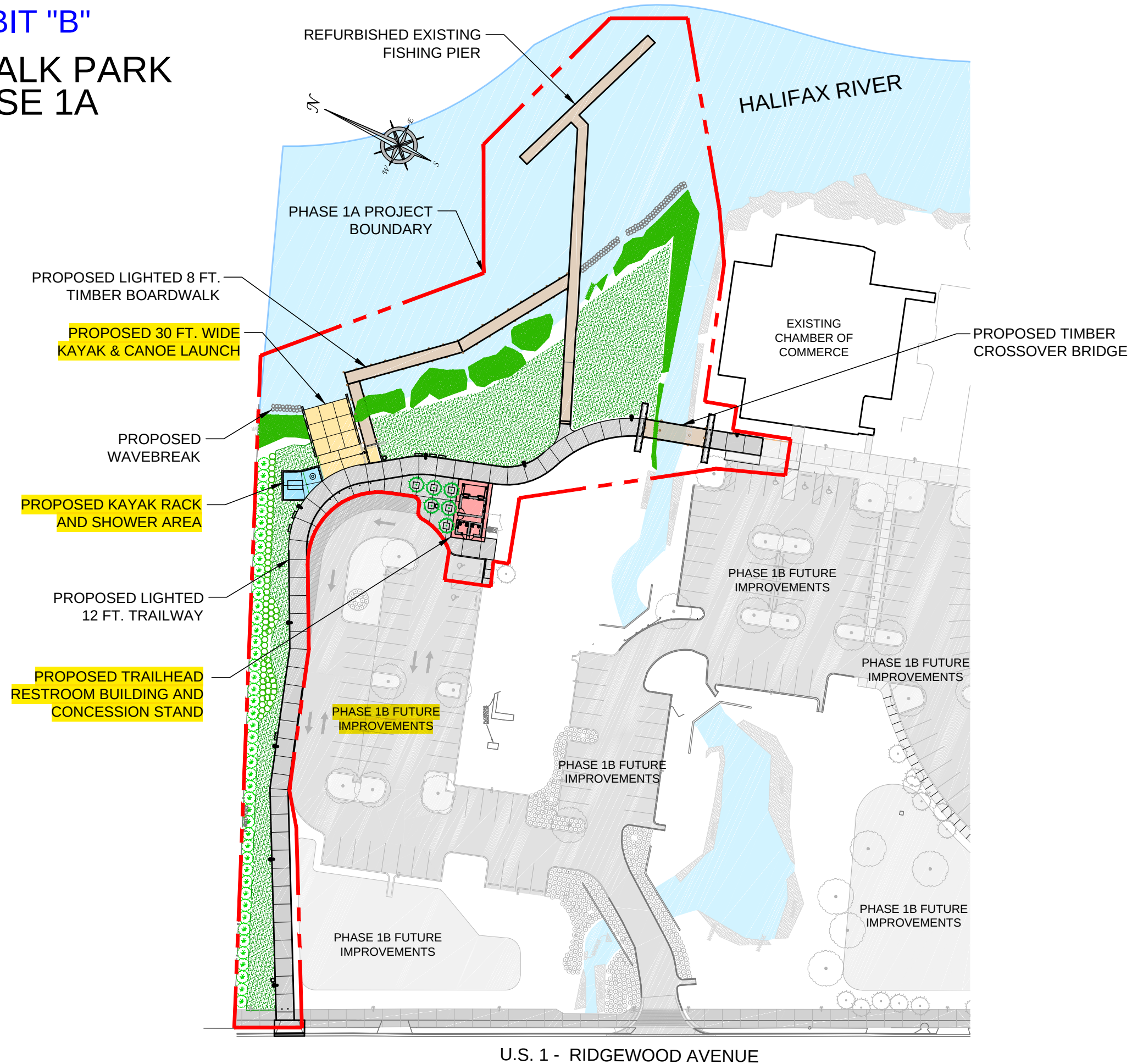
EXHIBIT "B"

RIVERWALK PARK PHASE 1A

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS



This Document Prepared by:

Matthew J. Jones
Deputy City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6303-10-01-0011

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this 6th day of September, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"), and Sandy Point Progressive Sports, Inc., whose mailing address is 3090 S. Ridgewood Avenue, S. Daytona, FL 32119, ("Licensee").

PREMISES

WHEREAS, the Licensee is the successful bidder to the City's RFP #16-27 to provide water recreation rental operations to the public; and

WHEREAS, the Licensor is the owner of real property located at 3441 S. Ridgewood Avenue, Port Orange, Florida 32127, commonly known as the Riverwalk Park Phase I, hereinafter referred to as the "Subject Property", and described on **Exhibit "A"**; and

WHEREAS, the Licensor has constructed improvements at the Subject Property which include a +/- 400 sq. ft. concession/vendor building with two restrooms, a 30' wide canoe/kayak launch, a canoe kayak rack area, and public parking, hereinafter referred to as the "License Areas", as depicted on the attached **Exhibit "B"**; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Use.** The City hereby grants to the Licensee a license to access the Subject Property described on Exhibit "A", and to the non-exclusive use of the License Areas, as shown on Exhibit "B", subject to the terms and conditions herein contained, for the purpose of operating a water recreation rental operation ("License").

2. Term. This License shall commence upon the execution of this License Agreement and shall continue for a period of two (2) years, with two optional two (2) year extensions thereafter. Notwithstanding the foregoing, either party may terminate this License at any time by giving sixty (60) days' written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the License Areas and remove any personal property located thereon.

3. License Fee. Licensee shall pay to Licensor a license fee at the monthly rate of **TWO HUNDRED AND 00/100 DOLLARS (\$200.00)**. The first payment shall be made prior to the Licensee's use of the License Area, and shall thereafter be paid on the 1st day of the month until expiration or earlier termination of this License. Payments shall be made to the Finance Department of the City of Port Orange.

4. Taxes.

(a) In the event that taxes are legally imposed, Licensee is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the License Agreement or any renewal thereof. In the event that taxes are legally imposed, Licensee is solely responsible for Licensee's pro rata share of ad valorem and non-ad valorem taxes, impact fees, and assessments levied, if any, against the Subject Property as more particularly described in Exhibit "A" to this License Agreement, accruing during the term of the License Agreement or any renewal thereof. Licensee shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the respective taxing authority.

(b) All ad valorem and non-ad valorem taxes that are legally imposed shall be advanced and paid by Licensor on behalf of Licensee directly to the Volusia County Tax Collector's Office and reimbursed by Licensee to Licensor within thirty (30) days of delivery of an invoice therefor to Licensee.

(c) Licensee acknowledges that any taxes legally imposed on the License under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on Licensee, and not on Licensor. Licensee acknowledges that any ad valorem taxes legally imposed on the Subject Premises under Section 196.199, Florida Statutes (taxation of government leaseholds), any non-ad valorem taxes, impact fees and assessments, if any, are imposed on Licensee, and that Licensor, as a governmental entity, is immune or exempt from such imposition.

5. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the License Areas, whether or not of record.

6. City Use. The City reserves the right to use the License Areas and/or Subject Property at any time. Licensor may request removal of any and all personal property of the Licensee located at or on the Subject Property in the event that the City needs to utilize the Subject Property for City purposes, such as special events, maintenance work, or other public uses. The City shall endeavor to give at least ten (10) days prior notice to the Licensee. If the Licensee's personal property is not removed within the time specified by the City or in cases

where emergency work by the City becomes necessary, the City may remove or cause to be removed the Licensee's personal property without any liability to the City. The Licensee shall be responsible for any and all expenses for the storage of Licensee's personal property.

7. Signage. Licensor shall not install or construct permanent signage at the Subject Property; however, temporary signage may be displayed during the Licensee's regular operating hours, so long as it is displayed in accordance with the City of Port Orange Land Development Code. Signage design, layout and location, or any modification thereto, shall be submitted to the Parks and Recreation Director for review and approval prior to display. Such approval shall not be valid unless in writing.

8. Operating Hours. The Licensee may operate daily from dawn to dusk. Licensee may request additional hours of operation by providing a written request to the Parks and Recreation Director fifteen (15) days in advance of the special event requiring additional hours.

9. Licensee Obligations.

(a) Licensee shall operate a non-motorized marine equipment rental operation serving the general public in accordance with the City's RFP 16-27, as modified by Addendum 1, and Licensee's proposal in response thereto, attached hereto as **Exhibit "C"** and incorporated herein by reference. In the event that there is a conflict between the terms of this License Agreement and the terms of RFP 16-27, as modified by Addendum 1, or the Licensee's proposal in response thereto, the terms of this License Agreement shall control.

(b) All operating costs, including the cost of utilities used exclusively by the Licensee, its employees or its patrons, shall be the responsibility of the Licensee.

(c) Licensee shall be responsible for securing and safeguarding its equipment and other personal property. Licensor shall not be responsible for vandalism or theft of property while located in or on the Subject Property.

(d) Licensee shall maintain the License Areas to keep a neat and clean appearance. This maintenance shall include, but is not limited to daily refuse removal, sweeping, mopping, and cleaning the License Areas and areas immediately surrounding the License Areas daily, and screening of any refuse collection from public view prior to disposal.

(e) All equipment and staffing necessary to meet the public demand shall be provided by the Licensee at its own expense.

(f) Licensee shall conduct regular inspections of all rental equipment and safety equipment to ensure the safety of those individuals renting the equipment. Licensee shall not use or rent equipment that is damaged or defective, and shall repair or replace any damaged or defective equipment at its own expense.

(g) Licensee shall train each renter on water safety and equipment operation prior to renting equipment, and shall develop standard equipment rental procedures to ensure the safety of all participants.

(h) Licensee shall conduct annually, at its expense, a Florida Department of

Law Enforcement (FDLE) Level 1 background check for any and all employees of the Licensee involved in the operations described in this License Agreement. Documented evidence of such check shall be maintained by the Licensee for the entire duration of employment for each employee and shall be made available for inspection by the Parks and Recreation Director upon request.

10. Equipment Rental Pricing. The maximum allowable equipment rental rates shall be those rates set forth in Licensee's proposal submitted in response to RFP 16-27 (see Exhibit "C").

11. No Transfer or Assignment. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part.

12. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations, including strict adherence to the regulations set forth in Chapters 327 and 328 of the Florida Statutes, as may be amended.

13. No Interference. Licensee shall not interfere with the normal operation and activities of Licensors, and Licensee shall conduct its activities on the License Areas to minimize damage to the License Areas and inconvenience to Licensors, its agents, employees and invitees.

14. Repair and Restoration. If Licensee, its employees or agents cause any damage to the License Areas, or to any improvements located at or on the Subject Property in connection with the exercise of this License, Licensee shall repair and restore the License Areas and Subject Property to their original condition prior to Licensee's use. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, the Licensee's indemnity and insurance obligations set forth herein shall continue until repair and restoration is completed as provided herein.

15. Security Deposit. Licensee shall provide Licensors with a security deposit in the form of irrevocable letters of credit, cash deposits or surety instruments satisfactory to the Licensors prior to the effective date of the License. The security deposit amount shall be **FOUR HUNDRED AND 00/100 DOLLARS (\$400.00)** to be used to offset any damage to the Subject Property or License Areas caused by the Licensee.

16. Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

(a) Commercial General Liability Insurance (contractual liability included) with minimum limits as follows:

- (1) Each Occurrence - \$1,000,000
- (2) General Aggregate - \$2,000,000
- (3) Products/Completed Operations Aggregate - \$2,000,000
- (4) Personal and Advertising Injury - \$1,000,000

(b) Property Insurance, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment and other personal property located at or on the Subject Property.

(c) Workers Compensation as required by Florida Law.

(d) Such other insurance in such amounts which from time to time may be reasonably required by the Licensor.

The coverages required herein shall not limit the liability of the Licensee. The coverage set for the in (a) of this section shall include the Licensor as an additional insured. Licensee shall provide to Licensor a Certificate of Insurance annually as proof of insurance coverage in accordance with this section. The policies herein required shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insurers are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Licensee shall provide Licensor notice of cancellation, nonrenewal or any other changes in coverage no later than (10) days prior to the effective date of the change.

17. Hold Harmless and Indemnification. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the City's property pursuant to this License. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

18. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: City of Port Orange
Parks and Recreation Director
1000 City Center Circle
Port Orange, FL 32129

Licensee: Sandy Point Progressive Sports, Inc.
c/o Mike Klein
3090 S. Ridgewood Avenue
South Daytona, Florida 32119

19. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

20. License Administrator. The Parks and Recreation Director for the City of Port Orange shall perform the administration of this License Agreement.

21. Entire Agreement. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:


Printed Name: Wayne Clark


Printed Name: Margaret T. Roberts


Printed Name: Wayne Clark


Printed Name: Margaret T. Roberts

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

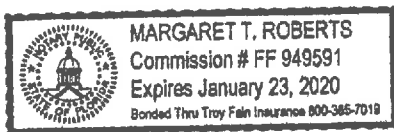
By: 
Allen Green, Mayor

Attest: 
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of September, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.




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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of September, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.




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

WITNESSES:

LICENSEE:

Sandy Point Progressive Sports, Inc.
a Florida corporation

Marty C. H.
Printed Name: MARTY GOTTlieb

Steven B. Gottlieb
Steven B. Gottlieb, President

Sherry Lewis
Printed Name: Sherry Lewis

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of Sept., 2016, by Steven B. Gottlieb, as President of Sandy Point Progressive Sports, Inc., a Florida corporation, on behalf of the corporation, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☒ is personally known to me, or ☐ has produced _____ as identification.

Curtis Glenn Ransom
Notary Public, State of Florida at Large
Printed name, commission and expiration:



CURTIS GLENN RANSOM
MY COMMISSION # FF 927714
EXPIRES: November 17, 2019
Bonded Thru Budget Notary Services

EXHIBIT "A"

Riverwalk Park Phase 1
3441 Ridgewood Avenue, Port Orange, FL 32129

Full Parcel ID:

03-16-33-10-01-0011

Short Parcel ID:

6303-10-01-0011

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"



EXHIBIT "B" RIVERWALK PARK PHASE 1A

Dredging & Marine Consultants

DMC
ENGINEERS • SCIENTISTS

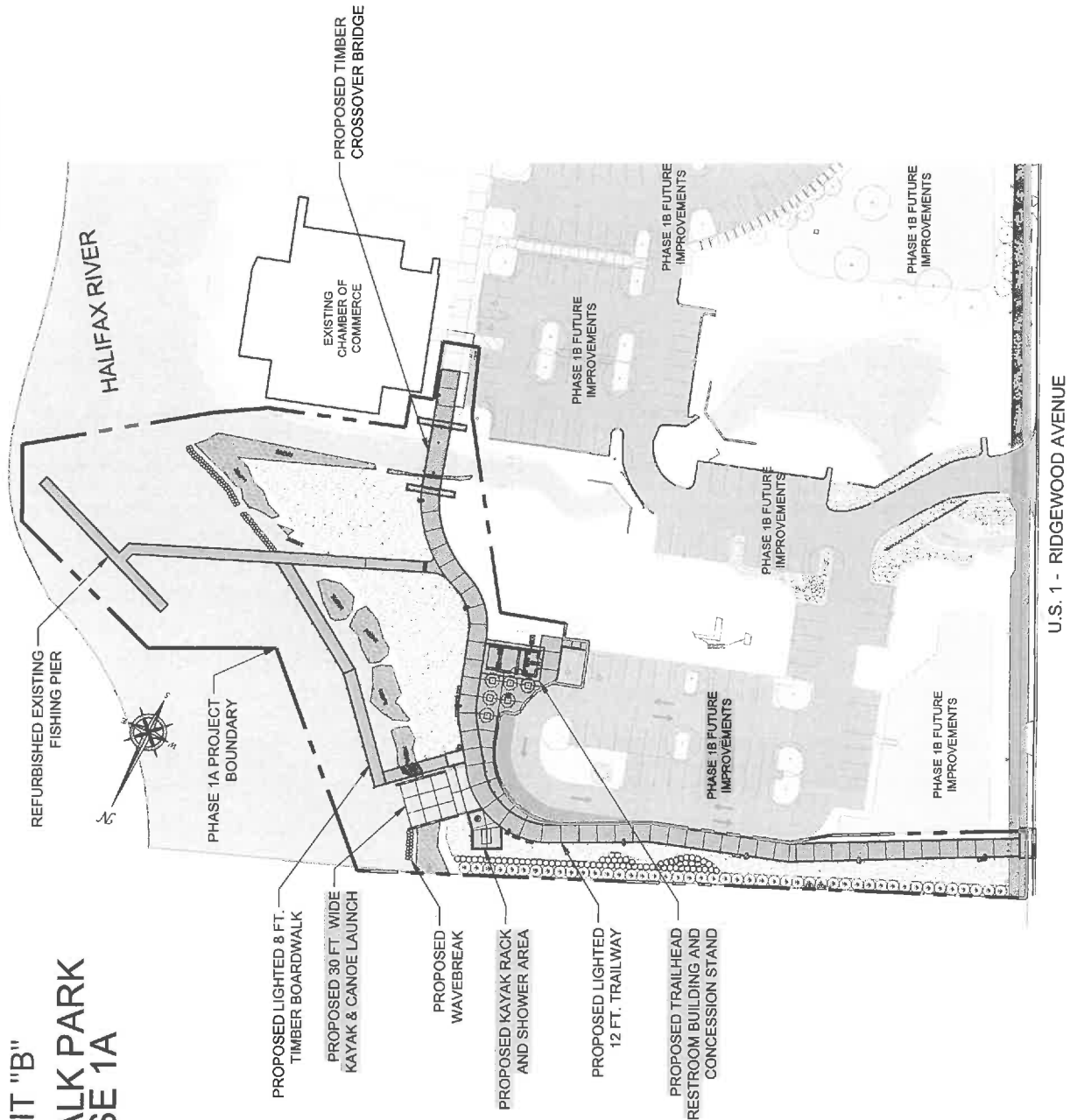


EXHIBIT "C"

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

WATER RECREATION RENTAL OPERATIONS

RFP #16-27



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana Fye, Purchasing Manager

Release Date: June 10, 2016

Proposal Due Date and Time: July 15, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFP #16-27 WATER RECREATION RENTAL OPERATIONS

Notice is hereby given that the City of Port Orange is soliciting proposals for WATER RECREATION RENTAL OPERATIONS. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on July 15, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Proposal Conference and site visit for the project at **10:00 A.M.** (local time) on **June 24, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly

DESCRIPTION: The City of Port Orange is seeking proposals from qualified firms to enter into a lease agreement for water recreation rental operations at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFP #1627 WATER RECREATION RENTAL OPERATIONS" in the subject line. Last day for questions will be **July 1, 2016 at 5:00 PM.**

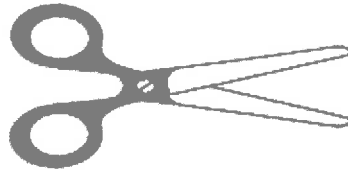
All Proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) digital (CD or flash drive) version in pdf format, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #16-27 WATER RECREATION RENTAL OPERATIONS"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **June 10, 2016**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	RFP #16-27
PROPOSAL TITLE:	WATER RECREATION RENTAL OPERATIONS
DUE DATE/TIME:	July 15, 2016 at 2:30 pm
SUBMITTED BY:	
	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	
	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from vendors for the provision of entering into a lease agreement for water recreation rental operations at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127, as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals promotes competitive selection. It shall be the proposer's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: June 10, 2016
Non-Mandatory Pre-Proposal Conference Jun 24, 2016 at 10:00 a.m.
Deadline for Questions: July 1, 2016 by 5:00 p.m.
Final Addendum Posting: July 7, 2016
Proposals Due: July 15, 2016 by 2:30 p.m.
Evaluation Committee Meeting July 22, 2016 at 1:30 p.m.
Shortlisted Firms Presentations/Discussions (if required) To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Proposers must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Proposers shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Proposal Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Proposal Conference must sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

All prospective Proposers are strongly encouraged to attend because this will be the ONLY opportunity to tour the sites. City staff will not give individual tours after the scheduled Pre-Proposal Meeting.

CONE OF SILENCE:

Proposers shall not direct any queries or statements concerning their proposal to the City Council, City staff and/or Evaluation Committee Member during the selection process, from the time of submission of a proposal until recommendation of award. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP # 16-27 WATER RECREATION RENTAL OPERATIONS" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Proposers shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

EXCEPTIONS TO SPECIFICATIONS:

If you are taking exception to any portion of the RFP specifications, indicate those exceptions as stated on the Proposer's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

LITIGATION HISTORY:

The City will consider a Proposer's litigation history information in its review and determination of responsibility. All Proposers are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Proposal Submittal and Requirements section may result in a recommendation of non-responsive by the Purchasing Manager.

AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

A Florida corporation or partnership is required to provide evidence with its response that the proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

NO LOBBYING:

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms or companies to enter into a lease agreement for water recreation rental operations at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127. The premises shall be used for purposes consistent with related marine use such as canoe, kayak, paddleboard, and other non-motorized equipment. The Proposer shall be responsible for all self-contained maintenance, trash, sewer, cable, phone internet and other utilities required for adequate operation of the facility. Electricity and water availability is to be included in the lease fee.

The Proposer shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. The proposer shall also be responsible for the collection of all rental fees, contracts and records for the rental operation.

The agreement terms contained in this solicitation shall be part of a final agreement to be approved by the City Council. Proposers are advised to fully review all terms and conditions expressed in the solicitation as the contents of that document have precedence in all regards and will govern the operations of all parties in the provision of the required services.

Objectives:

To serve the general public as a full service outfitter in an attractive setting in compliance with all governmental codes and regulations, subject to inspection and review by the City of Port Orange and to generate revenue for the City through the base rent component of the lease agreement. The City's goal is to have the outfitter fully operational for Riverwalk Park on August 1, 2016.

Proposers must provide a sample of services with pricing for services with their operation plan. (See Tab E under Section 7 – Proposal Submittal and Requirements.)

Lease Terms:

The term of the lease is two years with the option to renew two (2) times in two (2) year intervals.

Lease terms will include a monthly base rent. Monthly lease costs include the concession area of the building and designated park areas as well as shared use of the restrooms, (attached as Exhibit 1). The Lease will also include electric, water, sewer and trash removal. The Lease will not include cable, phone and internet.

The Proposer shall provide the City with a security deposit in the form of irrevocable letters of credit, cash deposits, or surety instruments satisfactory to the City upon signing the negotiated lease. The amount of the total deposit will be the total of first and last month's rent. The anticipated lease will be a net lease in which the Tenant will pay all operating expenses.

Outfitter Operation:

The Tenant shall be responsible for operations, marketing and advertising, staffing, cleaning, security, cost of some utilities, including but not limited to cable, satellite TV service, internet and maintenance within the leased areas, and obtaining all required permits and licenses.

The City will in no way be obligated to subsidize or support the operation of the operation of the outfitter. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the Proposer that enters into the Contract with the City. It will be the complete responsibility of the successful Proposer to ensure that the outfitter operates in a financially responsible manner.

Background Information:

Port Orange's Riverwalk Park covers approximately sixteen (16) acres and is located along Halifax River (ICW) situated between Ocean Avenue and Dunlawton Avenue on US 1. The park amenities include a paved trail used by walkers and bikers and alike. There are playgrounds, restroom facilities, picnic areas, splash pad and fishing piers. The Riverwalk Park will serve as host to a variety of activities and special events throughout the year.

The Facility:

The Riverwalk Park, located at 3441 South Ridgewood Ave, Port Orange, FL, 32127, is a 16-acre park located along the intercostal waterway. The Park is owned by the City of Port Orange and operated by Department of Parks and Recreation.

The Riverwalk Floor Plan indicates the area available to lease. Any interior modifications can be negotiated between the successful Proposer and the City. All equipment will be provided by tenant.

The Building: The electric system meets code, water, sanitary sewer is all currently available in the facility. Phone, cable television and High speed internet are the tenant's responsibility.

The concession building is 202 square feet and has a three basin sink, roll up concession windows and electrical outlets. Outside restrooms attached to building are open to the public and maintained by the city.

Any improvements installed by the Lessee shall be approved by the City of Port Orange and shall be code compliant. Suggestions for specific improvements by the Proposer should be reviewed by the Building Department prior to submittal of the Proposal. All suggested improvements are negotiable.

The Tenant will keep and maintain the premises in good condition and repair in a neat, sanitary and orderly manner to comply with all applicable City, County, and State regulations, and shall bear the expense of any and all painting and decoration furnished to the interior of the building, and of custodial services.

Signage:

Signage, including way-finding signs, may be included in the Proposal for consideration. Proposers should suggest signage locations which the City may consider.

Signage adjacent to US1 on park property is permitted for 24sq. ft. and will be the responsibility of the tenant to pay, permit, and install and maintain the sign.

Operating Hours:

The concession(s) may be open at all appropriate times during regular park hours from dawn to dusk. Required hours of operation by the City include:

<u>Weekends</u> Jan. – May	<u>Weekends</u> Sep. – Dec.	<u>Weekly</u> Jun. – Aug.	<u>Weekly</u> Volusia County Schools Breaks and National Holidays
9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.

Vendor may request authorization from the City fifteen (15) calendar days in advance to stay open later on special occasions and holidays or to be closed.

The City Reserves the Right to:

Block out dates, limit hours of operation, or authorize other vendors that may compete with the successful proposer as a result of special events taking place at Riverwalk Park.

Equipment Rentals:

Rentals may include canoe, kayak, paddle board, and other non-motorized equipment. The following requirements for water recreation rental services shall be followed:

- Vendor shall be in compliance with all requirements of Florida Statutes 327 and 328 and State of Florida Boating Safety Laws, and any amendments or additions thereto. Vessel registrations shall be provided by the successful respondent.
- All rental items must be in good working order and pass inspection prior to being placed on the water.

Taxes:

The Tenant will pay all federal, state, and local taxes in connection with the lease, including sales tax due on the rental of the facility, as well as employment taxes and other federal taxes.

Maintenance:

Successful proposer shall be responsible for the following:

- Keeping the staging area neat, clean and in good standing;
- Removing rental-related refuse to the dumpster daily;
- Arranging seating area (if applicable);
- Sweeping, mopping and cleaning the public area surrounding the staging area daily upon completion of usage;
- Do not allow boxes, cartons, barrels trash or similar items to be in the view of the public.

- Evaluation of maintenance compliance will be at the City's sole discretion. If found to be in default, the City will issue a letter of non-compliance. The vendor will have two (2) working days to correct noncompliance items. If not corrected, vendor will be considered in breach of contract.

Parking:

The outfitter has non-exclusive use of the parking lot which must be shared among general public.

Employee Standards:

Successful Proposer shall ensure a staff that is fully responsible for all on-site operations to include but not limited to:

- Courteous and friendly service.
- To recruit, train, supervise and direct its employees in additions to having a number of employees to match the work requirements.
- Every employee will be clean and well-groomed and be professional and friendly to the public.

Rental Inspection/Pricing:

The Proposer shall charge reasonable prices for all rental services. The City reserves the right, but shall not have the obligation, to inspect rental equipment to make sure assure its safety to the public as well as the prices to make sure they are fair and reasonable.

There will be no sale or dispensing of alcoholic beverages, tobacco products, or any other item that is not in consonance with general community standards.

Proposal Requirements:

Any and all offers must include the following:

- **Operating Plan:** Proposals must include a staffing and operational plan to address the items listed in Section 3 Scope of work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park. (See Tab E in Section 7 – Proposal Submittal & Requirements)
- **Financial Plan:** Proposals must include a two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows. (See Tab G in Section 7 – Proposal Submittal & Requirements)
- **Marketing Plan:** Proposals must include a marketing plan indicating services to be provided, pricing of services, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any marketing related activities. (See Tab F in Section 7 – Proposal Submittal & Requirements)
- **Financial Solvency:** Please note that selected proposers with highest evaluation score will be asked to provide proof of financial solvency, which may include providing copies of financial statements, tax records, sworn statements, and/or any other relevant documents. All information will be kept confidential. (See Tab D in Section 7 – Proposal Submittal & Requirements)

Background Checks:

The Successful Proposer shall provide, at their expense, a 2-year Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the successful respondent involved in the performance of this contract on the City of Port Orange property within ten (10) business days following contract execution and, in the event of employee changes, throughout the term of the contract. Documentation must be submitted to the Parks and Recreation Director.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.
6. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
9. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
11. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
13. **Goods** are supplies, materials, or equipment.
14. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
16. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
17. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
18. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
19. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
20. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
21. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
22. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
23. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
24. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
25. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

26. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
27. **Response/Submission** means submission of a Bid, Proposal, Reply, or Quote to a formal Solicitation.
28. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
29. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
30. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder's/Proposer's obligations under the Contract.
31. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders/Proposers should acknowledge all addenda by circling the quantity of addenda received on the "Bidder/Proposer Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder/Proposer affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Bidder/Proposer. In submitting a Response to the City of Port Orange, the Bidder/Proposer offers and agrees that if the Response is accepted, the

Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Bidder/Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. ASSIGNMENT

The successful Bidder/Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Bidder/Proposer from all contractual obligations.

6. AWARDS

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

7. CONE OF SILENCE

Bidders/Proposers shall not direct any queries or statements concerning their Response to a Formal Solicitation to the City Council, City staff and/or Evaluation Committee during the selection process, from the time of submission of a Response until recommendation of award. Any Bidder/Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

8. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial

irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

9. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders/Proposers shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

10. BID RETURNS

Bidder/Proposers shall return all completed Responses to the City of Port Orange at the address set forth in paragraph 7 above on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidder/Proposers unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Bidders/Proposers who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

14. BIDDER'S/PROPOSER'S PRODUCT OR SERVICES:

The Bidder's/Proposer's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Bidder/Proposer is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder/Proposer shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder/Proposer.
- c. In furnishing the service or product to the City, the Bidder/Proposer shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing by the City of Port Orange Purchasing Division.

16. CONDUCT OF BIDDERS/PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

17. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

18. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

19. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder/Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

20. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original Response.

21. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

22. COPYRIGHT AND PATENT RIGHTS

Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Bidder/Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

23. COST INCURRED BY BIDDER/PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

24. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

25. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The

Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation to Bids shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

26. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

27. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

28. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

29. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

30. EVALUATING RFPs/RFSQs/ITNs

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors

(unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

31. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

32. FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

33. FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

34. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

35. GOVERNING LAW

Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

36. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

37. HIPAA COMPLIANCE

Bidder/Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

38. IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

39. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

40. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that

the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

41. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder/Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

42. INSURANCE

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

43. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

44. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

45. IRREVOCABILITY OF RESPONSES

Each Bidder/Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder/Proposer.

46. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

47. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

48. LICENSES, PERMITS AND TAXES

The Bidder/Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder/Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

49. LITERATURE (if applicable):

If no particular brand, model or make is specified, Proposers shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

50. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

51. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

52. NON DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

53. NON-EXCLUSIVITY OF CONTRACT:

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

54. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

55. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

56. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

57. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

58. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder/Proposer shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

59. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

60. PRICING

Bidder/Proposer certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

61. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

62. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

63. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

64. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Bidder/Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

65. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

66. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

67. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

70. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Bidder/Proposer the exact terms and conditions of the Contract.

71. RECORDS/AUDIT

The Bidder/Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records

retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

72. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

73. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Bidders/Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

74. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

75. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

76. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

77. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

78. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at:

www.demandstar.com.

79. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

80. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

81. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Bidder/Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder/Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

82. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

83. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder/Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the

Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

84. SUBCONTRACTING:

The Bidder/Proposer will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

85. SUPPLEMENTAL MATERIALS

Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

86. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

87. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

88. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer.

89. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

90. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. Bidder/Proposer is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

91. USE OF SOLICITATION FORMS

Bidder/Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Solicitation.

92. VARIANCES

For purposes of Response evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

93. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Bidders/Proposers, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

94. WARRANTIES

Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's/Proposer's expense. If Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

95. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

96. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

97. LOCAL PREFERENCE:

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid

submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

98. INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Bidder's/Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The Term of the lease shall be for a two (2) year period with two (2) additional two (2) year renewal options.

ELIGIBILITY OF PROPOSER:

To be eligible to respond to this RFP, the Proposer must have prior successful experience working with rentals and water recreational activities. Please provide eligibility experience.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, and one (1) digital (CD or flash drive) version in PDF format, and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

TAB A – STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB B – FIRM AND STAFF QUALIFICATIONS and REFERENCES:

To be eligible to respond to this RFP, the Proposer must have prior successful experience working with rentals and water recreational activities. Please provide eligibility experience.

Include the following information about your firm in the proposal:

- Qualifications and experience of the respondent, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would contract for services to the City of Port Orange.
- A listing of the firm's personnel that will be assigned to the City, along with a summary of their qualifications and specific responsibilities.
- References: List at least five (5) contracts with similar sized cities completed within the last two (2) years for the services described in this RFP, indicating the type of entity, the name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**

- Provide a complete list of all cities and counties for which the firm has completed similar strategic plan facilitations with elected officials within the last five (5) years.
- Have any contracts been terminated for any reason? If so, please elaborate.
- Any other information that the respondent believes would be helpful to the City in evaluating the respondent's ability to provide the services described in this RFP.

TAB C – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB D – FINANCIAL STABILITY/LITIGATION:

- It is essential that the Proposer clearly demonstrates the financial ability to reliably deliver services.
- The Selected Proposer with the highest evaluation score will be requested to provide proof of financial solvency, which may include providing copies of financial statements, tax records, sworn statements, and/or any other relevant documents. All information will be kept confidential.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB E – OPERATING PLAN:

- State your firm’s plans and approach for providing the goods and services outlined in this RFP.
- Sample of services with pricing for services.
- Operating Plan – Proposals must include a staffing and operational plan to address the items listed in Section 3 – Scope of Work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park.
- The information presented shall be in enough detail to enable the City to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

TAB F – MARKETING PLAN:

Provide a marketing plan indicating services to be provided, pricing of services, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any other marketing related activities.

TAB G – FINANCIAL PLAN:

Provide a two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows.

TAB H – PROPOSED MONTHLY LEASE FEE:

- Attached Exhibit 1– Proposed Monthly Lease Fee must be submitted with your proposal under Tab H.

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer Acknowledgement Form
- Form 9.3 Addendum Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form

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SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

CATEGORY SCORE

A. QUALIFICATIONS AND RELATED EXPERIENCE: (Max 10 points outlined below)

(1) General Qualifications and Capabilities of Firm and Key Principal(5 points)

- 4-5 points – More than 5 years of related experience
- 2-3 points – 3 to 4 years of related experience
- 1 point – 1 to 2 years related experience
- 0 points – No prior related experience

(2) Experience with Related Scope of Work Required with this RFP (5 points)

- 4-5 points – 3 or more directly related projects
- 2-3 points – 1 to 2 directly related projects
- 1 point – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH OF PROPOSAL AND PRESENTATION: (Max 80 points outlined below)

(1) Clarity/Completeness of Proposal..... (10 points)

- 8-10 points – Proposal is exceptionally well written and clearly addresses
- all issues outlined in the RFP
- 4-7 points – Proposal is understandable and addresses most of the specific
- issues outlined in the RFP
- 1-3 points – Proposal is somewhat understandable and addresses some of the
- issues outlined in the RFP
- 0 points – Proposal does not address issues outlined in the RFP

(2) Understanding of Scope of Requirements (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope and
- goals of the project
- 4-7 points – Understands the scope and goals of the project
- 1-3 points – Has some understanding of the scope requirements and goals
- of the project
- 0 points – Has no solid or working understanding of the scope of services or
- Goals of the project

(3) Marketing Plan..... (20 points)

- 15-20 points – Marketing plan is exceptionally detailed, well organized and shows services to be provided, pricing, target markets, proposed budget, advertising campaign, promotions, all related marketing activities and clearly demonstrates capacity to carry out the objectives.
- 8-14 points – Marketing plan is generally organized, and shows ability to carry out tasks but lacks sufficient detail on services to be provided, pricing, target markets, proposed budget, advertising campaign, promotions, and all related marketing activities in order to carry out the objectives.
- 1-7 points – Marketing plan appears to be addressed but is poorly organized and lacks sufficient detail of the services to be provided, pricing, target markets, proposed budget, advertising campaign, promotions and all related marketing activities. In order to carry out the objectives.
- 0 points – Marketing plan appears difficult to understand, poorly organized and lacks details of the services to be provided, pricing, target markets, proposed budget, advertising campaign, promotions and all related marketing activities. In order to carry out the objectives.

(4) Operating Plan..... (20 points)

- 15-20 points – Operating plan is highly detailed and directly addresses all items listed in Section 3 – Scope of Services, including a sample of services with pricing for services.
- 8-14 points – Operating plan is modestly detailed and addresses most of the items listed in Section 3 – Scope of Services, including a sample of services with pricing for services.
- 1-7 points – Operating plan lacks detail and only addresses some of the items listed in Section 3 – Scope of Services, and the sample of services with pricing for services is vague.
- 0 points – Operating plan is difficult to understand and addresses a few or none of the items in Section 3 – Scope of Services, and does not include a sample of services with pricing for services.

(5) Financial Plan (20 points)

- 15-20 points – Financial plan is highly detailed and includes a proforma (forecasted) income statement, balance sheet and statement of cash flows for a two year plan.
- 8-14 points – Financial plan is modestly detailed and includes a proforma (forecasted) income statement, balance sheet and statement of cash flows for a two year plan.
- 1-7 points – Financial plan lacks detail and does not include all the required proforma (forecasted) forms: income statement, balance sheet and statement of cash flows for a two year plan.
- 0 points – Financial plan is difficult to understand and does not provide a two year plan.

C. Proposed Monthly Lease Fee (Exhibit 1)..... (5 points)

D. REFERENCES: (Max 5 points overall)

(1) A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years (4 points)

(2) References were able to be contacted and verified..... (1 points)

Total Maximum Points (100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;

9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from no less than three (unless less than three proposals were received) of the Proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After the oral presentation is completed, the Evaluation Committee will re-score all short-listed proposals, using the same criteria utilized for evaluation of the written proposals, to determine a final ranking of the short-listed proposers considered to be most capable of performing the required project in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com. The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement Form
- _____ Form 9.3 – Addendum Acknowledgement
- _____ Form 9.3 – Drug Free Preference Statement
- _____ Form 9.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- _____ Form 9.5 – Affidavit of Anti-Collusion Form
- _____ Form 9.6 – Authorized Signatures/Negotiators
- _____ Form 9.7 – Local Business Affidavit of Eligibility
- _____ Form 9.8 – Vendor Application Form
- _____ Exhibit 1 – Monthly Lease Fee Proposal
- _____ W-9 Form
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Proposer

Authorized Signature

_____ Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP)), Instructions to Proposers, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Proposer / Contractor as its act and deed and that the Proposer / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

Name of Business

Authorized Signature

Date

Print Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or Proposer will be duly bound:

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.8 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



FORM 9.9 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Lisa Pallante

(386) 506-5712

lpallante@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO): All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal



EXHIBIT I - MONTHLY LEASE FEE PROPOSAL
RFP # 16-27
WATER RECREATION RENTAL OPERATIONS
(Include under Tab H of Proposal)

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PROPOSED MONTHLY LEASE FEE		Fee Per Month
1	Lease Fee per Month	\$ -
Annual Lease (Monthly Lease Fee x 12 Months)		\$ -



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. 1

July 11, 2016

RFP 16-27 WATER RECREATION RENTAL OPERATIONS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 10, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS: The following changes to specifications for RFP 16-27 Water Recreation Rental Operations have been made. Vendors are to make note of these changes to in their copies of the RFP document.

1. All references to "lease" or "lease agreement" within this bid are deleted and replaced by "license" or "license agreement".
2. All references to "rent" or "rental fee" within this bid are deleted and replaced by "fee" or "license fee".
3. All references to "tenant" within this bid are deleted and replaced by "Licensee".
4. Section 3 – SCOPE OF SERVICES, shall be amended to read as follows:

The City of Port Orange is seeking proposals from qualified firms or companies to enter into a **license** ~~lease~~ agreement for water recreation rental operations at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127. The premises shall be used for purposes consistent with related marine use such as canoe, kayak, paddleboard, and other non-motorized equipment. The Proposer shall be responsible for **all operating costs including but not limited to water, electricity, waste removal, sewer, cable, phones, internet and other utilities.** ~~self-contained maintenance, trash, sewer, cable, phone internet and other utilities required for adequate operation of the facility. Electricity and water availability is to be included in the lease fee."~~

License Lease Terms:

The term of the **license agreement** lease is two years with the option to renew two (2) times in two (2) year intervals. **However, the license is subject to revocation upon a sixty (60) day notice to the Licensee by the City.**

The license will be subject to a monthly license fee. ~~Lease terms will include a monthly base rent. Licensee shall permitted to use the concession area of the building and designated park areas as well as shared use of the restrooms, (attached as Exhibit 1). Monthly lease costs include the concession area of the building and designated park areas as well as shared use of the restrooms, (attached as Exhibit 1). The Licensee will be responsible for all operating expenses, including but not limited to water, electricity, waste removal, sewer, cable, phones, internet and other utilities. The Licensee will not include cable, phone and internet. The Lease will also include electric, water, sewer and trash removal. The Lease will not include cable, phone and internet.~~

The Proposer shall provide the City with a security deposit in the form of irrevocable letters of credit, cash deposits, or surety instruments satisfactory to the City upon signing the **license agreement** ~~negotiated lease~~. The amount of the ~~total~~ deposit, **to offset any damage to property caused by the Licensee, will be determined upon negotiation of the contract** ~~the total of first and last month's rent. The anticipated lease will be a net lease in which the Tenant will pay all operating expenses.~~

Outfitter Operation:

The Tenant shall be responsible for operations, marketing and advertising, staffing, cleaning, security, **and cost of some utilities, including but not limited to water, electricity, waste removal, sewer, cable, phones, internet** ~~cable, satellite TV service, internet and maintenance within the leased areas, and obtaining all required permits and licenses.~~

The Facility:

The Riverwalk Floor Plan indicates the area available to ~~use lease~~. **The Licensee shall not make any modification to the interior or exterior of the facilities used.** ~~Any interior modifications can be negotiated between the successful Proposer and the City. All equipment will be provided by Licensee tenant.~~

The Building: The electric system meets code, water, sanitary sewer is all currently available in the facility. **The cost of using any utilities shall be the responsibility of the Licensee.** ~~Phone, cable television and High speed internet are the tenant's responsibility.~~

~~Any improvements installed by the Lessee shall be approved by the City of Port Orange and shall be code compliant. Suggestions for specific improvements by the Proposer~~

~~should be reviewed by the Building Department prior to submittal of the Proposal. All suggested improvements are negotiable.~~

Signage:

Signage, including way-finding signs, may be included in the Proposal for consideration. Proposers should suggest signage locations which the City may consider.

No permanent signage may be constructed by the Licensee. ~~Signage adjacent to US1 on park property is permitted for 24sq. ft. and will be the responsibility of the tenant to pay, permit, and install and maintain the sign.~~

Operating Hours:

The concession(s) may be used at all appropriate times during regular park hours from dawn to dusk. ~~Required hours of operation by the City include:~~

Maintenance:

Successful proposer shall be responsible for the following:

- Keeping the staging area neat, clean and in good standing;
- Removing rental-related refuse to the dumpster daily;
- Arranging seating area (if applicable);
- Sweeping, mopping and cleaning the public area surrounding the staging area daily upon completion of usage;
- Do not allow boxes, cartons, barrels trash or similar items to be in the view of the public.
- Evaluation of maintenance compliance will be at the City's sole discretion. **If Licensee fails to maintain to the standards of the City, the License may be revoked.** ~~If found to be in default, the City will issue a letter of non-compliance. The vendor will have two (2) working days to correct noncompliance items. If not corrected, vendor will be considered in breach of contract.~~

In all other respects, except as specifically stated herein, the subject RFP 16-27 remains unchanged.

END OF ADDENDUM NO. 1

Sandy Point Progressive Sports

Proposal

Water recreation rental operations

Mike Klein
7/11/2016

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Page

- 2. Tab A: Statement of interest
- 3. Tab B: Firm and staff qualifications and references
- 5. Tab C: Licenses/insurance
- 10. Tab D: Financial stability/litigation
- 11. Tab E: Operating plan
- 17. Tab F: Marketing plan
- 18. Tab G: Financial plan
- 19. Tab H: Proposed monthly lease fee
- 20. Tab I: Required documents

Tab A: Statement of interest

Sandy Point Progressive Sports is presenting this proposal for a “Water Recreation Rental Operation” RFP #16-27, located at Riverwalk Park, 3441 South Ridgewood Ave, Port Orange, FL 32127. We believe our decades of experience in the water sports industry serving the communities of Volusia County and beyond shall provide evidence of our ability to professionally setup, manage and maintain a water recreation rental operation at this location.

As a water recreation rental operation we would operate and maintain an adequate number of rental kayaks, SUP's, windsurfing rigs and small sailboats to serve the community in both the high season and low. We would staff the location with a professional employee who would be able to assist all patrons regardless of skill level. We pride our company on staffing our retail location and service operations with staff that has the experience in all disciplines of water sports activities that we sell.

In addition to providing an adequate supply of equipment and a professional staff our organization will offer rental equipment that will be unique and unavailable from other local outfitters which will draw special interest and attention to the park and rental operation. This equipment will be in the kayak, SUP and sail sports.

In conclusion, in this proposal for RFP #16-27 Water Recreation Rental Operations, we will not only express our interest to operate this rental operation, but we will also provide information that will show we have the financial capability, experience, knowledge, passion and staff to operate the rental operation.

Name: _____ Signature: _____

Tab B: Firm and staff qualifications

Founded in 1983 Sandy Point Progressive Sports has professionally served our community in the retail sales of kayaks, sailboats, windsurfing, surfing and other watersports equipment for over 30 years. In addition, we also set up community events on an annual, monthly and weekly basis to help educate and train our community on proper water safety, equipment instruction and environmental awareness. These events have included, but not limited to, free kayak demo's, free sup demo's, eco tours, kayak and sup tours, competitive watersports events, windsurfing and kitesurfing instruction. We are committed to the promotion and safety of water sports activities.

The Riverwalk Park is located on the back yard of Sandy Point Progressive Sports. Our previous location of almost 20 years was located just a few blocks north of the Riverwalk Park on the water. For that period of time we successfully operated, without incident, kayak and windsurfing rentals, tours and lessons on that stretch of the ICW. Our staff has spent years, then and now, kayaking and sailing up and down that portion of the ICW and the surrounding islands.

During that time we operated a kayak rental concession with over 20 kayaks. Our staff was trained and operated in the highest regard to safety. On a daily basis our staff assisted renters with: Choosing the correct kayak for their size and experience, inspecting the kayak to make sure it was suited for rent and had all the proper safety equipment, making sure the renter had proper footwear, reviewing with the renter the proper procedure for entering and exiting the kayak, giving the renter an overview of the waterway including areas to avoid and points of interest, assisting the renter to the water and making sure the renter successfully launches and is in proper kayaking form. Our passion and attention to water safety and promotion of the watersports we rent is evident in our 30 plus years of a successful rental operation from our facility without incident.

We have some of the most dedicated and professional staff in the area. Our primary staff has been with Sandy Point for 10-20+ years and our average employee stays with us for 5-6 years. We employ only the most professional personnel in our industry that have the highest knowledge and passion of the water sports equipment we sell and rent.

We have no previous contracts with any cities or counties in regards to a rental concession. However, we have successfully organized and partnered with several

private organizations in which we setup and operated large competitive events. For these events we organized the finances, marketing, operations, equipment, staffing and personally operated the events day to day. These events have included the several Kona Worlds Competitions, an event that brought competitors from around the world to the Florida Keys for a week long competition. We also organized a West coast tour of competitive events that had a dozen stops along the West coast of the US, including several demos around the US for multiple sporting activities.

Our ability to setup, staff and manage a water recreation rental operation at the Riverwalk Park will hopefully be evident in our 30 plus year of experience.

Tab C: License/Insurance



2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

DR-13
R. 10/15

Business Name and Location Address

Certificate Number

SANDY POINT PROGRESSIVE SPORTS INC
3090 S RIDGEWOOD AVE
SOUTH DAYTONA, FL 32119-3546

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



**CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT**

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2015-09/30/2016

BUSINESS CLASSIFICATION

MERCHANTS WHOLESale RETAIL
RETAIL SALES-SPORTING GOODS
300,000 INVENTORY
SIGNS OVER 15 S.F.(1)

ACCOUNT ID RECEIPT NUMBER

██████████ ██████████

AMOUNT DUE: IF PAID BY:

260.00 SEPT. 30

LOCATION

3090 RIDGEWOOD AVENUE

ISSUED TO

SANDY POINT PROGRESSIVE SPORTS
GOTTLIEB, STEVE AND MARTY
SANDY POINT PROGRESSIVE SPORTS
3090 S RIDGEWOOD AVENUE
SOUTH DAYTONA, FL 32119

BUSINESS TAX ADMINISTRATOR

PAID NOV 30 2015

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, Deland, FL 32720 - 386-736-5938



Volusia County
FLORIDA

Receipt # [REDACTED] Expires: September 30, 2016
Business Location: 3090 S RIDGEWOOD AV
Business Name: SANDY PT PROGRESSIVE SPORTS
Owner Name: POINT PROGRESSIVE SPORTS SANDY
Mailing Address: 3090 S RIDGEWOOD AVE
SOUTH DAYTONA, FL 32119

BUSINESS TYPE	CODE	COUNT	TAX
Retail / Wholesale Sales	482	10	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**



CERTIFICATE OF LIABILITY INSURANCE

SANDY-3

OP ID: SZ

DATE (MM/DD/YYYY)
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412
Joann Keenan

CONTACT NAME: STEPHANIE REYNOLDS

PHONE (A/C No. Ex): 386-239-4058

FAX (A/C No.): 386-323-9110

E-MAIL ADDRESS: SREYNOLDS@BBDBAYTONA.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Westfield Ins Co

24112

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
SANDY POINT PROGRESSIVE SPORTS
AEROTECH SAILS, INC
3090 S. RIDGEWOOD AVE.
SOUTH DAYTONA, FL 32119

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR DVS	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO ☐ LOC ☐ OTHER		CWP7706040	09/17/2015	09/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ RETENTION \$ NONE		CWP7706040	09/17/2015	09/17/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ YES ☒ NO If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marty

From: donotreply@sunbiz.org
Sent: Thursday, April 23, 2015 1:39 PM
To: marty@progressivesports.com
Subject: Sunbiz.org Payment Receipt

Thank you for submitting your payment to Florida Department of State,
Division of Corporations. This email will serve as confirmation that your
payment was received by our office.
Your filing will be posted on our website <http://www.sunbiz.org/> within 1-
3 business days.

The transaction information is listed below:

Receipt Number: [REDACTED]
Transaction Date/Time: 04/23/2015 01:38 PM
Card Number: [REDACTED] 6986
Card Type: MC
Approval Code: 854238
Payment Amount: \$150.00
Tracking Number: [REDACTED]
Document Number: [REDACTED]

Tab D: Financial Stability/Litigation

In the past 5 years no litigation or proceedings have been ruled against Sandy Point Progressive Sports, Inc.

There have been no government contracts that have been awarded to Sandy Point Progressive Sports, Inc. that have been terminated in default or convenience.

Tab E: Operating Plan

Objective:

Serve the general public as a full service outfitter of non-motorized water sports equipment at the Riverwalk Park, 3441 South Ridgewood Ave, Port Orange, FL , 32127. Market and operate a water recreation rental operation and promote water safety while providing a fun and professional atmosphere.

Staff:

Sandy Point Progressive Sports will employ and provide one staff member to operate the water recreation rental operation for the term of the lease. This staff member will meet all current requirements of any staff member of Sandy Point Progressive Sports. Sandy Point Progressive Sports will have additional staff members to support the primary staff member during lunch periods, sick days, time off and during times of high volume when additional staff is required.

Equipment:

Sandy Point Progressive Sports will provide kayaks, stand up paddle boards and small sailing crafts as needed to supply the demand of the rental concession. As demand increases or decreases equipment will added or removed from the fleet. All equipment will be supplied at the expense of Sandy Point Progressive Sports and secured onsite at the Riverwalk Park.

All equipment will be of the “sealed hull” type to insure the highest safety to the renters. All equipment will be continuously inspected for damage or defects that would jeopardize the safety of the renter and will be replaced or repaired as needed at the expense of Sandy Point Progressive Sports.

Safety equipment will be provided by Sandy Point Progressive Sports and all crafts will comply with any and all coast guard regulations upon entering the water. All safety equipment will be continuously inspected for damage or defects that would jepordize the safety of the renter and will be replaced or repaired at the expense of Sandy Point Progressive Sports. Additional equipment and supplies that would add to the safety and well being of the renter will be sold onsite. Additional equipment and supplies include: proper water shoes, sunscreen and water.

Rental Pricing:

Sandy Point Progressive Sports will use its current pricing structure for kayak, sup and small sailing craft rentals. This pricing will remain unchanged and in effect for the term of this lease.

Kayaks	Single Kayak	Tandem Kayak	Hobie Single Mirage Kayak
Per hour	\$20	\$30	\$40
Stand up paddle boards	Standard		
Per hour	\$20		
Windsurfer	Standard		
Per hour	\$35		
Small Sailing Craft	Standard		
Per hour	\$50		

Rental Procedures:

All staff will be required and trained to follow a strict guideline for renting equipment. This guideline is outline below:

1. Greet all potential renters with a professional and courteous attitude.
2. Require all renters to properly fill out Sandy Point Progressive Sports waiver forms.
3. Make sure all minors are accompanied by an adult who can cosign the rental waiver forms.
4. Obtain payment and a deposit for all vessels rented.
5. Fit all renters with the proper fitting life vest and explain the vest must be worn at all times.
6. Make sure all renters have the proper footwear.
7. Remove vessels from rack and review the vessels features and proper standing/sitting and paddling techniques. If a sailing craft is being rented, previous sailing knowledge is required and renter must be questioned about sailing experience. Questions will be in detail and only qualified sailors should be able to appropriately respond.
8. Accompany renter to the launch with the vessel.
9. Educate and the renter about the local waterway including all hazards, points of interest and waypoints for navigation.
10. Make sure renter is aware of their launch time and required return time.
11. Help renter launch.

12. A returning renter should be helped back into the launch area or immediately greeted if they have already returned.
13. Renter should be questioned about their experience and if they experienced any troubles.
14. Rental equipment should be checked in for any damage or missing pieces.
15. Renter may be returned their deposit slip if all equipment is returned in satisfactory condition. Only major damage or missing pieces should be considered when returning deposit.
16. Rental equipment must be cleaned and inspected before returning to the rental rack to ensure all equipment is suitable for further rental.

Below are copies of the waiver forms provided by our insurance company that will be used in the water recreation rental operation.

14 | Page



Sandy Point Progressive Sports
3090 S. Ridgewood Ave. S. Daytona, FL 32119



PROTECTIVE HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY SANDY POINT PROGRESSIVE SPORTS THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I/WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND IT'S WARNINGS AND ASSUMPTION OF RISKS.

S/

Signature of Adult Rider

Name of Adult Rider (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as a Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/

Signature of Parent or adult age legal
Guardian if Participant is a Minor, and
By their signature, they on my behalf
Release all claims that both they and
I have

Name of Parent or adult legal Guardian
(Please Print)

Date

Minor's Full Name

Date

RJ520 (03/2016)



Sandy Point Progressive Sports
3090 S. Ridgewood Ave, S. Daytona, FL 32119



Declaration of Fitness To Use The Rental Equipment

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during activities:

Epilepsy, fits, severe head injury, recurrent blackouts or dizziness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from the immediate vicinity.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ _____ Name of Adult Participant (Please Print) _____ Date _____ Signature of Adult Participant

Address of Adult Participant _____ Contact No# _____

S/ _____ Name of Parent or Guardian (Please Print) _____ Date _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Address of Parent or Guardian _____ Contact No# _____

Name of Minor (Please Print) _____ Date _____

.....
If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor / Guide / Employee of the insured immediately before you use the equipment or commence any activities.
.....

Attention of the Authorised Insured Only (Counter-Sign upon full and correct completion)

S/ _____ Name of Authorised Insured (Please Print) _____ Date _____ Counter-Signature of Authorised Insured

R/126 (03/2006)

Tab F: Marketing Plan

Sandy Point Progressive Sports will be marketing a water recreation rental operation located at the Riverwalk Park to two primary markets; the local community and the tourism market. Given the success of our current rental operation we will extend our current marketing plan to include the Riverwalk Park as a rental location. This will be most effective as a large portion of the inquiries we receive are looking for a location on the water.

Marketing Strategies:

1. Produce and distribute kayak rental cards to be placed in hotels along beachside. Rental Card printing and distribution cost per year \$400.
2. Discovery Maps: We will have the Riverwalk Park Rental Location added to the Discovery Maps which is free map that is distributed to hotels and businesses in Volusia county. This is an annual fee of \$655.
3. Website page and online marketing. We will add the location of the Riverwalk Park to our website and continue to promote that page through an online pay per click campaign targeting the following keywords 'Daytona Kayak Rental', 'Daytona SUP Rental', 'Daytona Boat Rental'. Current annual budget \$1000.
4. Listing and promotion of the Riverwalk Park as a kayak rental location on the website www.Florida-Kayak-Tours.com. Current annual listing fee is \$99.

Tab G: Financial Plan

Given Sandy Point Progressive Sports current rental operation revenue we have extended out a 2 year financial plan based on the increase in rental operations revenue for the proposed water recreation rental operations.

2 Year Financial Plan	
Startup Expenses/ Assets	
Kayaks	\$4,740.00
SUP's	\$4,104.00
Windsurfing equipment	\$2,700.00
Small sailing craft	\$2,564.00
Total Assets	\$14,108.00
Expenses	
Employees	\$36,000.00
Lease	\$4,800.00
Advertising	\$4,308.00
Asset depreciation	\$5,643.20
Total Expenses	\$50,751.20
Income	
Projected rental sales	\$57,000.00
Projected accessory sales	\$8,640.00
Total Income	\$65,640.00
Projected Net Income	\$14,888.80

Tab H: Proposed Monthly Lease Fee

RFP #16-27

Water Recreation Rental Operations

Name of Business:	Sandy Point Progressive Sports
Contact Person:	Mike Klein
Email Address:	mike@progressivesports.com
Authorized Signature:	

Proposed Monthly Lease Fee		Fee Per Month
1	Lease Fee per Month	\$200.00
Annual Lease(Monthly Lease Fee x 12 Months)		\$2400.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (B14) Biological Consulting Services Inc. Services Agreement and Addendum No. 1

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve Contract and Addendum No. 1 with Biological Consulting Inc. in the amount of \$30,250; and to authorize the City Manager and City Clerk to execute all contract documents and all renewals.

SUMMARY:

Utilities Staff solicited independent bids from three qualified vendors to perform the biological water and wetland monitoring conducted in and around the Port Orange Central Wellfield. The bids submitted are as follows:

- DRMP, Inc. \$26,600 (a 90% estimate for annual services)
- Biological Consulting Services, Inc. \$30,250 (for all services on an annual basis)
- TETRA TECH \$63,707 (for all services to be performed on an annual basis)

The biological science work is required for compliance with the operational permits issued to the City by St. Johns River Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection. This includes the Consumptive Use Permit, Forested Wetlands Mitigation Bank permits, and Florida DEP permit for the Reclaimed Reservoirs.

The Permit for the reclaimed reservoir wetlands overflow structure was issued by the DEP with specific mention of the Monitoring Plan created by and carried out to date by Biological Consulting Services, a local firm based in New Smyrna Beach. That approved Monitoring Plan is to be followed with annual reporting due per the Permit in effect through August, 2019.

This new Standard Contract for Service will have an initial term of June 1, 2017 - May 30, 2018 with five (5) one (1) year renewals approved by the City Manager. Spending authorization will be approved annually by City Council.

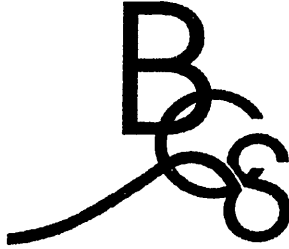
Project No.: none
none
EFM001

Funding Account No.: 401 0200 533 3414
401 0400 535 3414
416 0300 536 3414

ATTACHMENTS:

1.	BCS Agreement and Addendum No 1 - CUP	BCS Agreement and Addendum No 1 - CUP.pdf
2.	BCS Agreement and Addendum No 1 - Hydrologic Monit	BCS Agreement and Addendum No 1 - Hydrologic Monit.pdf
3.	Department Justification Memo	Department Justification Memo.pdf
4.	Quote for Wellfields - Biological Consulting Service	PO CUP and Recl 17-18 proposal (1).pdf
5.	Quote for Wetland Mitigation - Biological Consulting	POMB WL Mon 17-18 proposal.pdf
6.	Quote 1 - DRMP	DRMP-contract 1.pdf
7.	Quote 2 - DRMP	DRMP-contract 2.pdf
8.	Quote - Tetra Tech	TETRA-TECH_Proposal-Wetland Monitoring Scope_032417.pdf

Julia Wiggins	Created/Initiated - 05/01/2017
Julia Wiggins	Approved - 05/01/2017
Linda Johnson	Approved - 05/01/2017
Kenny Ho	Approved - 05/01/2017
Rick Wilson	Approved - 05/01/2017
Lynn Stevens	Approved - 05/01/2017
Tracey Riehm	Approved - 05/05/2017
Jake Johansson	Approved - 05/05/2017
Robin Fenwick	Final Approval - 05/05/2017



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

**Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168**

and

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32119**

Project: City of Port Orange Wellfield and Port Orange Reclaimed Lakes

This AGREEMENT, entered into on _____, 2017 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

Port Orange Wellfield CUP #8595: Water Level Monitoring and Reporting to satisfy Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

1.0 Water Level Monitoring (March 2017 – February 2018)

- 1.1 Conduct quarterly reviews (April, July, and September 2017 and January 2018) to download data from the water level data loggers at each of the twelve (12) stations.
- 1.2 Conduct semi-annual maintenance events (July 2017 and January 2018) to change batteries, clean probes, etc.
- 1.3 Prepare semi-annual water level data reports for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2017 (January-June 2017 data) and January 2018 (July-December 2017 data).

2.0 Annual Reporting

- 2.1 Per Condition 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, prepare an annual report for submittal to the SJRWMD summarizing the monitoring efforts and comparing all of the wetland monitoring data recorded for the calendar year (2017) and previous years. The report will include panoramic photographs and graphs summarizing the rainfall and monitoring data for January - December 2017. The graphs will include the elevation of the upland/wetland interface as established in March 2009. The report will include a brief analysis of any data trends. The pumping volume data will be obtained from the EN-50 reports that the City submits to the SJRWMD. If weekly pumping volume is determined to be necessary, the City will provide the data to BCS in Excel format for preparation of the graphs as required by the SJRWMD. BCS will review the monitoring stations with the SJRWMD representative after their review of the 2017 Annual Monitoring Report (if necessary).

3.0 Photographic Documentation - September 2017

- 3.1 Per Conditions 17 and 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, take panoramic photographs at the established photo stations at each of the twelve (12) wetland monitoring stations in September 2017.

Port Orange Reclaimed Lakes

To satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4

4.0 Water Level Monitoring (March 2017 – February 2018) per SJRWMD Permit.

- 4.1 Conduct quarterly reviews (April, July, September 2017 and January 2018) to download data from the water level data loggers at each of the ten (10) stations.
- 4.2 Conduct semi-annual maintenance events (July 2017 and January 2018) to change batteries, clean probes, etc.
- 4.3 Prepare semi-annual water level data for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2017 (January - June 2017 data) and January 2018 (July - December 2017 data).

To satisfy USACOE Permit No. SAI-2002-3473-MLH, Special Condition 3.e. as modified by SAI-2002-3473-TMF

5.0 Water Level Monitoring (May 1, 2017 - October 31, 2017)

Conduct reviews (July 2017, November 2017) to download data from the water level data loggers at each of the three (3) stations (MT-6, MT-8 and MT-9) to satisfy Special Condition 3.e.(1). *Fees in B.1 are only for the additional review in November 2017 to download data. Quarterly reviews to download data are being performed as required by the SJRWMD permit (see Task 1.1).*

6.0 Seasonal High Water Elevation Data

Set seasonal high water (SHW) markings in the field at the end of October 2017 for location by surveyor for determining SHW elevation. Coordinate with project surveyor for elevations of set seasonal high water marks. **The fees stated in Section B.1. do not include surveyor costs.**

7.0 Annual Monitoring Report

Prepare an annual monitoring report to include the water level data (May 1 - October 31, 2017), seasonal high water elevation data, pre-enhancement hydrologic (including SHW and groundwater elevations) ***Report will not include vegetative conditions of the enhancement area.*** Report will be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, 701 San Marco Boulevard, Jacksonville, FL 32207.

Data Logger Repair/Refurbishments

8.0 Repair/Refurbishment of up to Four (4) Data Loggers

- 8.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. **Repair/refurbishment costs are not included.** The City will be responsible for payment to manufacturer for the repair or refurbishment. BCS will provide coordination with the manufacturer and the City for the repair/refurbishment.
- 8.2 BCS will install a temporary data logger at the monitoring station for continued water level data collection.
- 8.3 BCS will install the repaired water level data logger. Data loggers will be set to record water level readings once per day.
- 8.4 One month after re-installation, check data loggers to verify units are operating correctly.

Repaired water level data loggers carry a 90-day manufacturer's warranty. BCS is not responsible at any time for replacement of damaged, malfunctioning or stolen units. Data loggers will need to be replaced or repaired if this occurs so that water level monitoring data can be collected, and will be the responsibility of the CLIENT.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of nineteen thousand six hundred dollars (\$19,600.00).

Port Orange Wellfield CUP: \$8,600.00

Task 1.1:	\$3,000.00 (\$750.00 per event)	Task 2.1:	\$3,200.00
Task 1.2:	\$1,200.00 (\$600.00 per event)	Task 3.1:	\$500.00
Task 1.3:	\$700.00 (\$350.00 per report)		

Port Orange Reclaimed Lakes: \$9,000.00

Task 4.1:	\$3,600.00 (\$900.00/event)	Task 5:	\$500.00
Task 4.2:	\$1,200.00 (\$600.00/semi-annual event)	Task 6:	\$1,000.00
Task 4.3:	\$700.00 (\$350.00/semi-annual submittal)	Task 7:	\$2,000.00

Data Logger Refurbishment: \$2,000.00

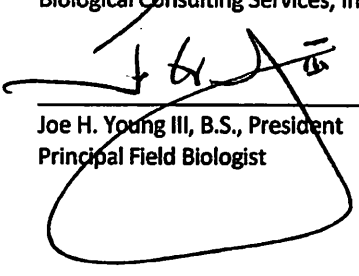
Task 8.1:	\$2,000.00 (\$500.00/event)

2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1 *unless otherwise stated*.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.

11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
12. **RETAINER:** No retainer is required.
13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT
Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT
City of Port Orange

Authorizing Signature

Typed or Printed Name

ADDENDUM NO. 1
to Biological Consulting Services, Inc. Services Agreement dated May 16, 2017
Relating to Port Orange Wellfield CUP #8595: Water Level Monitoring and Reporting to Satisfy
Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **BIOLOGICAL CONSULTING SERVICES, INC.** ("Consultant"), a Florida corporation, whose principal address is 208 Rush Street, New Smyrna Beach, Florida 32168 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the Services Agreement between Biological Consulting Services, Inc. and City of Port Orange dated May 16, 2017.

2. Term. The initial term of this Contract shall commence on June 1, 2017 and shall continue until May 30, 2018 (the "Initial Term"). Upon written agreement of the City Manager and the Consultant, and subject to appropriation, this Contract may be renewed for up to five (5) additional one-year periods.

3. Contract Administration. The Right of Way Agent, Linda Johnson, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Consultant shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
~~Property Insurance — Builders Risk.~~	~~<u>Limits:</u>~~	~~Buildings — Completed value of contract.~~	~~If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.~~
~~<u>Additional Coverage:</u>~~		~~"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA~~	
~~Professional Liability (Errors & Omissions)~~	~~<u>Limits:</u>~~	~~Coverage — \$1,000,000 minimum~~	

5. Examination of Records

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

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

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

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

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

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

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

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

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

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

7. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

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

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

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

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

9. Disputes. Disputes shall be resolved by non-binding mediation.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Consultant:	Biological Consulting Services, Inc. Attention: Joe H. Young III, B.S., President 208 Rush Street New Smyrna Beach, Florida 32168 (386) 423-3402 – Telephone biocon@bellsouth.net

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

12. Integration. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

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

[remainder of page intentionally left blank]

Witnesses:

BIOLOGICAL CONSULTING SERVICES, INC.

Printed Name: _____

By: _____
Joe H. Young III, B.S., President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Joe H. Young III, B.S., as President of Biological Consulting Services, Inc., a Florida 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

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

Attest:

Printed Name: _____

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

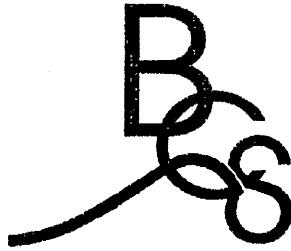
Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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:



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

**Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168**

and

**City of Port Orange
1000 City Center Circle
Port Orange, FL 32119**

Project: Port Orange Mitigation Bank located in Sections 24, 25 and 26, Township 16 South, Range 31 East and Sections 19, 20, 29, 30, 31, and 32, Township 16 South, Range 32 East in Volusia County, Florida.

Re: Hydrologic Monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2.

This AGREEMENT, entered into on _____, 2017 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

1.0 Water Level Monitoring (March 2017 – February 2018)

- 1.1 Conduct quarterly reviews (April, July, September 2017 and January 2018) to download data from the water level data loggers at each of the fifteen (15) new stations.
- 1.2 Conduct semi-annual maintenance events (July and January) to inspect water level data loggers, change batteries, clean probes, etc.
- 1.3 Submit semi-annual water level data for the 9 existing piezometers and the 15 new piezometers in electronic (Excel format) to Long Leaf Forest Service, Inc. Submittals will be made in July 2017 (January - June 2017 data) and January 2018 (July – December 2017 data).

2.0 Annual Photographic Documentation

- 2.1 Take panoramic photographs at the established photo stations at each of the 15 new upland and wetland monitoring stations in September 2017. Photographs and photo station maps will be submitted to Long Leaf Forest Service, Inc.

3.0 Coordination for Repair/Refurbishment of up to Four (4) Data Loggers

- 3.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. **Repair/refurbishment costs are not included.** The CLIENT will be responsible for payment to manufacturer for the repair or refurbishment. BCS will provide coordination with the manufacturer and the CLIENT for the repair/refurbishment.
- 3.2 Install temporary data loggers at monitoring stations for continued water level data collection.
- 3.3 Install repaired water level data loggers at monitoring stations. Data loggers will be set to record water level readings once per day.

208 Rush Street • New Smyrna Beach, FL 32168 • 386-423-3402

Web: biologicalconsultingservices.com • Email: blocon@bellsouth.net

3.4 One month after re-installation, check data loggers to verify units are operating correctly.

Repaired water level data loggers carry a 90-day manufacturer's warranty. BCS is not responsible at any time for replacement of damaged, malfunctioning or stolen units.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of ten thousand six hundred fifty dollars (\$10,650.00), broken down per task as follows:

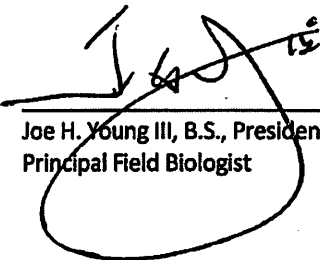
Task 1 Total:	\$7,850.00	Task 2 Total:	\$800.00
Task 1.1:	\$4,425.00 (\$1,106.25/event)	Task 2.1:	\$800.00
Task 1.2:	\$1,500.00 (\$750.00/event)		
Task 1.3:	\$1,925.00 (\$962.50/event)	Task 3.0:	\$2,000.00 (\$500.00/event – does not include repair costs)

2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B, except as noted.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
12. **DEPOSIT:** No deposit is required.

13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT
Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT
City of Port Orange

Authorizing Signature

Type or Print Name

ADDENDUM NO. 1
to Biological Consulting Services, Inc. Services Agreement dated May 16, 2017
Relating to Hydrologic Monitoring to satisfy the modified requirements of SJRWMD
Permit # 4-127-64024-2

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **BIOLOGICAL CONSULTING SERVICES, INC.** ("Consultant"), a Florida corporation, whose principal address is 208 Rush Street, New Smyrna Beach, Florida 32168 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the Services Agreement between Biological Consulting Services, Inc. and City of Port Orange dated May 16, 2017.

2. Term. The initial term of this Contract shall commence on June 1, 2017 and shall continue until May 30, 2018 (the "Initial Term"). Upon written agreement of the City Manager and the Consultant, and subject to appropriation, this Contract may be renewed for up to five (5) additional one-year periods.

3. Contract Administration. The Right of Way Agent, Linda Johnson, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Consultant shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
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~~<u>Additional Coverage:</u>~~		~~"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA~~	
~~Professional Liability (Errors & Omissions)~~	~~<u>Limits:</u>~~	~~Coverage — \$1,000,000 minimum~~	

5. Examination of Records

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

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City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Consultant:	Biological Consulting Services, Inc. Attention: Joe H. Young III, B.S., President 208 Rush Street New Smyrna Beach, Florida 32168 (386) 423-3402 – Telephone biocon@bellsouth.net

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

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

[remainder of page intentionally left blank]

Witnesses:

BIOLOGICAL CONSULTING SERVICES, INC.

Printed Name: _____

By: _____
Joe H. Young III, B.S., President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Joe H. Young III, B.S., as President of Biological Consulting Services, Inc., a Florida 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

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

Attest:

Printed Name: _____

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

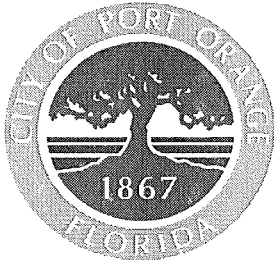
Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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:



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director 

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: May 1, 2017

SUBJECT: Biological Consulting Service – Standard Contract for Services

REQUEST:

The Public Utilities Department is requesting the approval for a standard contract for services with Biological Consulting Services for an annual amount of \$30,250 and authorizing the City Manager to exercise the option to renew the contract for five additional one year renewal periods.

PURPOSE:

The purpose of the request is to maintain compliance with permits issued by various regulatory agencies on the wellfield property off Shunz Road.

CONSIDERATION:

Biological monitoring and sampling is required for compliance with the operational permits issued to the City by St. Johns River Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection. This includes the operational requirements for the wellfield under the Consumptive Use Permit, mitigation bank operations permitted by the US Army Corps of Engineers and Florida DEP, and the operational permit for the Reclaimed Reservoirs by Florida DEP. The permit for the reclaimed reservoir wetlands overflow structure was issued by the DEP with specific mention of the Monitoring Plan created by and carried out to date by Biological Consulting Services, a local firm based in New Smyrna Beach.

Each of these permits require very specific and differing water sampling, water level monitoring, plant species monitoring, and animal species monitoring. Each permit requires specific reporting procedures to the regulating agencies. Historically, Biological Consulting Services has performed all of the monitoring/sampling/reporting work on this property.

In an effort to ensure fiscal responsibility, the Utilities Staff solicited independent quotes from three qualified vendors to perform the biological water and wetland monitoring conducted on the wellfield property. The bids submitted are as follows:

- DRMP, Inc. - \$26,600 (a 90% estimate for annual services)
- Biological Consulting Services, Inc. - \$30,250 (for all services on an annual basis)
- Tetra Tech - \$63,707 (for all services to be performed on an annual basis)

The Public Utilities Department and Biological Consulting Services are willing to extend these services. This service contract would have an initial term of one (1) year, commencing on June 1, 2017 and continuing until May 30, 2018. The contract would include the option of five (5) additional one (1) year renewals, for a total of six (6) years. All renewals are required to be approved by the City Manager.

FUNDING:

Water Treatment Plant – Contract Professional Services – 401 0200 533 3414

Reclaimed Water Plant – Contract Professional Services – 401 0400 535 3414

Wetland Mitigation – Contract Professional Services – 416 0300 536 3414

RECOMMENDATION:

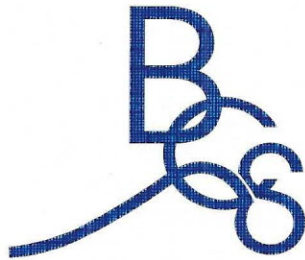
The Public Utilities Department recommends

ANTICIPATED SCHEDULE:

- a.) Council Approval – May 16, 2017
- b.) Final Approval and completed contract – May 30, 2017

ATTACHMENTS:

- a.) Department Justification Memo
- b.) Quotes – Biological Consulting Services
- c.) Quotes – DRMP, Inc.
- d.) Quotes - Tetra Tech



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Project: City of Port Orange Wellfield and Port Orange Reclaimed Lakes

This AGREEMENT, entered into on _____, 2017 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

Port Orange Wellfield CUP #8595: Water Level Monitoring and Reporting to satisfy Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

1.0 Water Level Monitoring (March 2017 – February 2018)

- 1.1 Conduct quarterly reviews (April, July, and September 2017 and January 2018) to download data from the water level data loggers at each of the twelve (12) stations.
- 1.2 Conduct semi-annual maintenance events (July 2017 and January 2018) to change batteries, clean probes, etc.
- 1.3 Prepare semi-annual water level data reports for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2017 (January-June 2017 data) and January 2018 (July-December 2017 data).

2.0 Annual Reporting

- 2.1 Per Condition 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, prepare an annual report for submittal to the SJRWMD summarizing the monitoring efforts and comparing all of the wetland monitoring data recorded for the calendar year (2017) and previous years. The report will include panoramic photographs and graphs summarizing the rainfall and monitoring data for January - December 2017. The graphs will include the elevation of the upland/wetland interface as established in March 2009. The report will include a brief analysis of any data trends. The pumping volume data will be obtained from the EN-50 reports that the City submits to the SJRWMD. If weekly pumping volume is determined to be necessary, the City will provide the data to BCS in Excel format for preparation of the graphs as required by the SJRWMD. BCS will review the monitoring stations with the SJRWMD representative after their review of the 2017 Annual Monitoring Report (if necessary).

3.0 Photographic Documentation - September 2017

- 3.1 Per Conditions 17 and 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, take panoramic photographs at the established photo stations at each of the twelve (12) wetland monitoring stations in September 2017.

Port Orange Reclaimed Lakes

To satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4

4.0 Water Level Monitoring (March 2017 – February 2018) per SJRWMD Permit.

- 4.1 Conduct quarterly reviews (April, July, September 2017 and January 2018) to download data from the water level data loggers at each of the ten (10) stations.
- 4.2 Conduct semi-annual maintenance events (July 2017 and January 2018) to change batteries, clean probes, etc.
- 4.3 Prepare semi-annual water level data for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2017 (January - June 2017 data) and January 2018 (July - December 2017 data).

To satisfy USACOE Permit No. SAJ-2002-3473-MLH, Special Condition 3.e. as modified by SAJ-2002-3473-TMF

5.0 Water Level Monitoring (May 1, 2017 - October 31, 2017)

Conduct reviews (July 2017, November 2017) to download data from the water level data loggers at each of the three (3) stations (MT-6, MT-8 and MT-9) to satisfy Special Condition 3.e.(1). *Fees in B.1 are only for the additional review in November 2017 to download data. Quarterly reviews to download data are being performed as required by the SJRWMD permit (see Task 1.1).*

6.0 Seasonal High Water Elevation Data

Set seasonal high water (SHW) markings in the field at the end of October 2017 for location by surveyor for determining SHW elevation. Coordinate with project surveyor for elevations of set seasonal high water marks. **The fees stated in Section B.1. do not include surveyor costs.**

7.0 Annual Monitoring Report

Prepare an annual monitoring report to include the water level data (May 1 - October 31, 2017), seasonal high water elevation data, pre-enhancement hydrologic (including SHW and groundwater elevations) **Report will not include vegetative conditions of the enhancement area.** Report will be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, 701 San Marco Boulevard, Jacksonville, FL 32207.

Data Logger Repair/Refurbishments

8.0 Repair/Refurbishment of up to Four (4) Data Loggers

- 8.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. **Repair/refurbishment costs are not included.** The City will be responsible for payment to manufacturer for the repair or refurbishment. BCS will provide coordination with the manufacturer and the City for the repair/refurbishment.
- 8.2 BCS will install a temporary data logger at the monitoring station for continued water level data collection.
- 8.3 BCS will install the repaired water level data logger. Data loggers will be set to record water level readings once per day.
- 8.4 One month after re-installation, check data loggers to verify units are operating correctly.

Repaired water level data loggers carry a 90-day manufacturer's warranty. BCS is not responsible at any time for replacement of damaged, malfunctioning or stolen units. Data loggers will need to be replaced or repaired if this occurs so that water level monitoring data can be collected, and will be the responsibility of the CLIENT.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of nineteen thousand six hundred dollars (\$19,600.00).

Port Orange Wellfield CUP: \$8,600.00

Task 1.1:	\$3,000.00 (\$750.00 per event)	Task 2.1:	\$3,200.00
Task 1.2:	\$1,200.00 (\$600.00 per event)	Task 3.1:	\$500.00
Task 1.3:	\$700.00 (\$350.00 per report)		

Port Orange Reclaimed Lakes: \$9,000.00

Task 4.1:	\$3,600.00 (\$900.00/event)	Task 5:	\$500.00
Task 4.2:	\$1,200.00 (\$600.00/semi-annual event)	Task 6:	\$1,000.00
Task 4.3:	\$700.00 (\$350.00/semi-annual submittal)	Task 7:	\$2,000.00

Data Logger Refurbishment: \$2,000.00

Task 8.1:	\$2,000.00 (\$500.00/event)

2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1 *unless otherwise stated*.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.

11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
12. **RETAINER:** No retainer is required.
13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

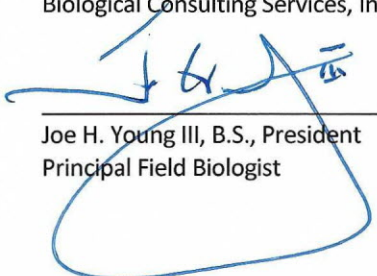
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT

Biological Consulting Services, Inc.

CLIENT

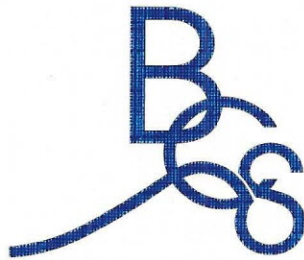
City of Port Orange



Joe H. Young III, B.S., President
Principal Field Biologist

Authorizing Signature

Typed or Printed Name



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168

and

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

Project: Port Orange Mitigation Bank located in Sections 24, 25 and 26, Township 16 South, Range 31 East and Sections 19, 20, 29, 30, 31, and 32, Township 16 South, Range 32 East in Volusia County, Florida.

Re: Hydrologic Monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2.

This AGREEMENT, entered into on _____, 2017 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **City of Port Orange** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

1.0 Water Level Monitoring (March 2017 – February 2018)

- 1.1 Conduct quarterly reviews (April, July, September 2017 and January 2018) to download data from the water level data loggers at each of the fifteen (15) new stations.
- 1.2 Conduct semi-annual maintenance events (July and January) to inspect water level data loggers, change batteries, clean probes, etc.
- 1.3 Submit semi-annual water level data for the 9 existing piezometers and the 15 new piezometers in electronic (Excel format) to Long Leaf Forest Service, Inc. Submittals will be made in July 2017 (January - June 2017 data) and January 2018 (July – December 2017 data).

2.0 Annual Photographic Documentation

- 2.1 Take panoramic photographs at the established photo stations at each of the 15 new upland and wetland monitoring stations in September 2017. Photographs and photo station maps will be submitted to Long Leaf Forest Service, Inc.

3.0 Coordination for Repair/Refurbishment of up to Four (4) Data Loggers

- 3.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. **Repair/refurbishment costs are not included.** The **CLIENT** will be responsible for payment to manufacturer for the repair or refurbishment. BCS will provide coordination with the manufacturer and the **CLIENT** for the repair/refurbishment.
- 3.2 Install temporary data loggers at monitoring stations for continued water level data collection.
- 3.3 Install repaired water level data loggers at monitoring stations. Data loggers will be set to record water level readings once per day.

208 Rush Street • New Smyrna Beach, FL 32168 • 386-423-3402

Web: biologicalconsultingservices.com • Email: biocon@bellsouth.net

3.4 One month after re-installation, check data loggers to verify units are operating correctly.

Repaired water level data loggers carry a 90-day manufacturer's warranty. BCS is not responsible at any time for replacement of damaged, malfunctioning or stolen units.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of ten thousand six hundred fifty dollars (\$10,650.00), broken down per task as follows:

Task 1 Total: \$7,850.00

Task 1.1: \$4,425.00 (\$1,106.25/event)

Task 1.2: \$1,500.00 (\$750.00/event)

Task 1.3: \$1,925.00 (\$962.50/event)

Task 2 Total: \$800.00

Task 2.1: \$800.00

Task 3.0: \$2,000.00 (\$500.00/event – does not include repair costs)

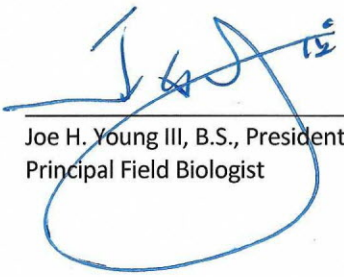
2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B, except as noted.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
12. **DEPOSIT:** No deposit is required.

13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT

Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT

City of Port Orange

Authorizing Signature

Type or Print Name

Principals

Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

January 27, 2017

Linda Johnson, ACP
City of Port Orange
Public Utilities
1000 City Center Circle
Port Orange, FL 32129

Project: Port Orange Wellfield CUP #8595: Water Level Monitoring and Reporting to satisfy Consumptive Use Permit #8595 Conditions 17 & 20, Compliance Report Permit Dated January 8, 2008

Mrs. Johnson:

Thank You for giving DRMP, Inc. (DRMP) the opportunity to perform environmental services for the City of Port Orange in Port Orange, Florida. The following is the proposed Scope of Services and corresponding fee estimates.

SCOPE OF WORK

1.0 Water Level Monitoring (March 2016 – February 2017)

- 1.1 Conduct quarterly reviews (April, July, and September 2016 and January 2017) to download data from the water level data loggers at each of the twelve (12) stations.
- 1.2 Conduct semi-annual maintenance events (July 2016 and January 2017) to change batteries, clean probes, etc.
- 1.3 Prepare semi-annual water level data reports for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2016 (January – June 2016 data) and January 2017 (July-December 2016 data)

2.0 Annual Reporting

- 2.1 Per condition 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, prepare an annual report for submittal to the SJRWMD summarizing the monitoring efforts and comparing all of the wetland monitoring data recorded for the calendar year (2016) and previous years. The report will include panoramic photographs and graphs summarizing the rainfall and monitoring data for January – December 2016. The graphs will include the elevation of the upland/wetland interface as established in March 2009. The report will include a brief analysis of any data trends. The pumping volume data will be obtained from the EN-50 reports that the City submits to the SJRWMD. If weekly pumping volume is determined to be necessary, the City will provide the data to DRMP, Inc. in Excel format for preparation of the graphs as required by the SJRWMD. DRMP, Inc., will review the monitoring stations with the SJRWMD representative after their review of the 2016 Annual Monitoring Report (if necessary).

941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

Water Level Monitoring and Annual Reporting with City of Port Orange

3.0 Photographic Documentation – September 2016

- 3.1 Per conditions 17 and 20 of CUP 8595 Compliance Report Permit dated January 8, 2008, take panoramic photographs at the established photo stations at each of the twelve (12) wetland monitoring stations in September 2016.

Port Orange Reclaimed Lakes

To satisfy SJRWMD Permit #4-127-86929-1 and 40-127-86929-4

5.0 Water Level Monitoring (March 2016 – February 2017) per SJRWMD Permit

- 3.2 Conduct quarterly reviews (April, July, September 2016 and January 2017) to download data from the water level data loggers at each of the ten (10) stations.
- 3.3 Conduct semi-annual maintenance events (July 2016 and January 2017) to change batteries, clean probes, etc.
- 3.4 Prepare semi-annual water level data for submittal to the St. Johns River Water Management District (SJRWMD). Submittals will be made in July 2016 (January – June 2016 data) and January 2017 (July – December 2016 data)

To satisfy USACOE Permit No. SAJ-2002-3473-MLH, Special Condition 3.e. as modified by SAJ-2002-3473-TMF

6.0 Water level monitoring (May 1, 2016 – October 31, 2016)

Conduct reviews (July 2016, November 2016) to download data from the water level data loggers at each of the three (3) stations (MT-6, MT-8 and MT-9) to satisfy Special Condition 3.e. (1). Fees in B.1 are only for the additional review in November 2016 to download data. Quarterly reviews to download data are being performed as required by the SJRWMD permit (see task 1.1).

7.0 Seasonal High Water Elevation Data

Set seasonal high water (SHW) markings in the field at the end of October 2016 for location by surveyor for determining SHW elevation. Coordinate with project surveyor for elevations of set seasonal high water marks. The fees stated in section B.1. do not include surveyor costs.

8.0 Annual Monitoring Report

Prepare an annual monitoring report to include the water level data (May 1 – October 31, 2016), seasonal high water elevation data, pre-enhancement hydrologic (including SHW and groundwater elevations) Report will not include vegetative conditions of the enhancement area. Report will be sent by certified mail to the U.S. Army Corps of Engineers, Regulatory Division, Enforcement Branch, 701 San Marco Boulevard, Jacksonville, FL 32207.

Data Logger Repair/Refurbishments

9.0 Repair/Refurbishment of up to Four (4) Data Loggers

- 9.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. Repair/refurbishment costs are not included. The City will be responsible for payment to manufacturer for the repair or refurbishment. DRMP. Inc., will provide coordination with the manufacturer and the City for the repair/refurbishment.
- 9.2 DRMP. Inc., will install a temporary data logger at the monitoring station for continued water level data collection.

9.3 DRMP. Inc., will install the repaired water level data logger. Data loggers will be set to record water level readings once per day.

9.4 One month after re-installation, check data loggers to verify units are operating correctly.

Water Level Monitoring and Annual Reporting with City of Port Orange

Repaired water level data loggers carry a 90-day manufacturer's warranty. DRMP. Inc., is not responsible at any time for replacement of damaged, malfunctioning or stolen units. Data loggers will need to be replaced or repaired if this occurs so that water level monitoring data can be collected, and will be the responsibility of the CLIENT.

A. Agreement Terms

1. **Fees:** DRMP. Inc., cost for the previous scope of work will be a fee of seventeen thousand and one hundred dollars (\$17,100)

Port Orange Wellfield CUP: \$7,700

Task 1.1: \$3,000.00 (\$750 per event)

Task 1.2: \$800.00 (\$400 per event)

Task 1.3: \$700.00 (\$350 per report)

Task 2.1: \$3000.00

Task 3.1: \$200

Port Orange Reclaimed Lakes: \$7,800

Task 5.1: \$3000.00 (\$750/EVENT)

Task 5.2: \$800.00 (\$400/semi-annual event)

Task 5.3: \$700.00 (\$350/semi-annual submittal)

Task 6: \$500.00

Task 7: \$800.00

Task 8: \$2000.00

Data Logger Refurbishment

Task 9.1: \$1,600.00 (\$400/event)

2. DRMP, Inc., cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due regardless of agency/governmental actions.
3. **BILLING:** DRMP, Inc., shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay DRMP. Inc., upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee state in Paragraph B.1 unless otherwise state.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this

AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.

8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION: DRMP, Inc.,** will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (3) days from the date of the authorizing signature of DRMP Inc. If after this date CLIENT is still interested in obtaining biological consulting services please contact DRMP Inc., to provide an updated AGREEMENT.
12. **RETAINER:** No retainer is required.
13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement or subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written cagreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits therof insure to, the parties hereto, their legal representatives, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties herto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT

A handwritten signature in dark ink, appearing to read 'G. McLatchey', written over a horizontal line.

George McLatchey, PWS, CEP
Environmental Department Manager

CLIENT

City of Port Orange

Authorized Signature

Printed Name

Principals

Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

January 27, 2017

Linda Johnson, ACP
City of Port Orange
Public Utilities
1000 City Center Circle
Port Orange, FL 32129

Project: Port Orange Mitigation Bank in Volusia County, Florida. Hydrologic Monitoring to satisfy the modified requirements of SJRWMD Permit 4-127-64024-2

Mrs. Johnson:

Thank You for giving DRMP, Inc. (DRMP) the opportunity to perform environmental services for the City of Port Orange in Port Orange, Florida. The following is the proposed Scope of Services and corresponding fee estimates.

SCOPE OF WORK

1.0 Water Level Monitoring (March 2016 – February 2017)

- 1.1 Conduct quarterly reviews (April, July, September 2016 and January 2017) to download data from the water level data loggers at each of the fifteen (15) new stations.
- 1.2 Conduct semi-annual maintenance events (July and January) to inspect water level data loggers, change batteries, clean probes. Etc.
- 1.3 Submit semi-annual water level data for the 9 existing piezometers and the 15 new piezometers in electronic (Excel format) to Long Leaf Forest Service, Inc. Submittals will be made in July 2016 (January – June 2016 data) and January 2017 (July – December 2016 data).

2.0 Annual Photographic Documentation

- 2.1 Take panoramic photographs at the established photo stations at each of the 15 new upland and wetland monitoring stations in September 2016. Photographs and photo station maps will be submitted to Long Leaf Forest Service, Inc.

3.0 Coordination for Repair/Refurbishment of up to Four (4) Data Loggers

- 3.1 Removal of data loggers from monitoring station and ship to manufacturer for inspection and repair. Repair/refurbishment costs are not included. The City will be responsible for payment to manufacturer for the repair or refurbishment. DRMP Inc., will provide coordination with the manufacturer and the City for the repair/refurbishment.
- 3.2 Install temporary data loggers at monitoring stations for continued water level data collection.
- 3.3 Install repaired water level data loggers at monitoring stations. Data loggers will be set to record water level readings once per day.
- 3.4 One month after re-installation, check data loggers to verify units are operating correctly.

Repaired water level data loggers carry a 90-day manufacturer's warranty. DRMP Inc., is not responsible at any time for replacement of damaged, malfunctioning or stolen units.

941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

B. AGREEMENT TERMS

1. **FEES:** DRMP Inc., cost for the previous scope of work will be a fee of nine thousand and five hundred dollars (\$9,500) broken down per task as follows:

Task 1 Total: \$7,100.00

- Task 1.1: \$4,000.00 (\$1,000/event)
- Task 1.2: \$1,500.00 (\$750/event)
- Task 1.3: \$1,600.00 (\$8,800/event)

Task 2 Total: \$800.00

- Task 2.1: \$800.00

Task 3.0: \$1,600 (\$400/event – does not include repair costs)

2. **DRMP, Inc.,** cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due regardless of agency/governmental actions.
3. **BILLING:** DRMP, Inc., shall invoice the CLIENT at the completion of each task or monitoring event outlined above.
4. **PAYMENT:** The CLIENT will pay DRMP, Inc., upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee state in Paragraph B.1 unless otherwise state.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY.
7. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
8. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
9. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
10. **COMPLETION:** DRMP, Inc., will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.

11. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (3) days from the date of the authorizing signature of DRMP Inc. If after this date CLIENT is still interested in obtaining biological consulting services please contact DRMP Inc., to provide an updated AGREEMENT.
12. **RETAINER:** No retainer is required.
13. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement or subsequent breaches of the AGREEMENT.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof insure to, the parties hereto, their legal representatives, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties herto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

CONSULTANT



George McLatchey, PWS, CEP
Environmental Department Manager

CLIENT
City of Port Orange

Authorized Signature

Printed Name



March 24, 2017

Ms. Linda D. Johnson, ACP
Right of Way Agent
City of Port Orange – Public Utilities
1000 City Center Circle
Port Orange, FL 32129

**Subject: City of Port Orange
Professional Hydrogeological Services
Proposed for the Wetland and Hydrologic Monitoring Stations
(Period of Service - April 2017 to March 2018)**

Dear Ms. Johnson:

Tetra Tech is pleased to furnish this proposal for professional hydrogeological services. The hydrogeological services include the quarterly site visits, semi-annual and annual reporting, and data logger maintenance services for the above-referenced project. The scope of services and compensation summary are detailed below.

A. PROJECT OVERVIEW

The City of Port Orange (City) is required to conduct hydrologic and photographic monitoring at a total of twelve (12) wetland/surface water sites, as required by the City's Consumptive Use Permit (CUP) Number 8595, issued by St. Johns River Water Management District (SJRWMD). Per the City's CUP, a semi-annual (January to June) monitoring report must be submitted by July 31st of each year in a District approved computer accessible format, summarizing the hydrologic monitoring (water levels and rainfall) and pumping volume of each nearby well. By January 31st of each year, the annual monitoring report (January to December) must be submitted, summarizing the hydrologic (water levels and rainfall) and pumping volume of each nearby well, as well as photographic monitoring at each site. The annual report must include the panoramic photographs and graphs summarizing the rainfall and monitoring data and include the hydrologic monitoring data in a District approved computer accessible format.

The City is also required to conduct hydrologic monitoring at a total of nine (9) wetland/surface water sites, as required by the City's Environmental Resource Permit (ERP) numbers 86929-1 and 86929-4, issued by SJRWMD for the Reclaimed Reservoir. Additional monitoring associated with the Reclaimed Reservoir of three (3) wetland/surface water sites, is required by the City's US Army Corps of Engineers (USACE) permit number SAJ-2002-2473-TMF. Per the City's USACE permit, by January 31st of each year, an annual monitoring report must be submitted, summarizing the hydrologic (water levels) at each site. The annual report must include the graphs summarizing the monitoring data and include the seasonal high water elevation data.

Tetra Tech, Inc.

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com

As a result of the Mitigation Bank the City is required to conduct hydrologic and photographic monitoring at a total of twenty-four (24) wetland/surface water sites, as required by the City's ERP number 64024-2, issued by SJRWMD and the USACE permit number SAJ-2003-7849. Per the City's ERP and USACE, a semi-annual monitoring report must be submitted by June 30th of each year, summarizing the hydrologic monitoring (water levels and rainfall) and pumping volume of each nearby well. By December 31st of each year, the annual monitoring report must be submitted, summarizing the hydrologic (water levels and rainfall) and pumping volume of each nearby well, as well as photographic monitoring at each site. The annual report must include the panoramic photographs and graphs summarizing the rainfall and monitoring data. Period of service for all monitoring will commence in April 2017 and end in March 2018.

B. SCOPE OF WORK

The following tasks will be completed as described below:

Task 1 – Quarterly CUP Hydrologic Services

The City is required to measure and record daily water levels at twelve (12) wetland/surface water sites. Tetra Tech will travel to each of the wetland/surface water sites on a quarterly basis (total of 4 site visits) to download recorded data, to measure depth to groundwater to confirm correct operation of the monitoring equipment, and to inspect the condition of the well, equipment, and enclosures. The City will provide Tetra Tech with daily rainfall data from the Tomoka Landfill recording station.

The downloaded data from the wetland/surface water sites and the rainfall data provided by the City will be incorporated into a master spreadsheet that will be submitted to the District every 6 months, as required by the CUP. During the September 2017 monthly inspection, Tetra Tech will also take panoramic photographs at each of the wetland/surface water monitoring stations, taken in all cardinal directions at the established photo station. Per the City's CUP, monitoring reports must be submitted by July 31st and January 31st of each year in a District approved computer accessible format, summarizing the hydrologic monitoring (water levels and rainfall) and pumping volume of each nearby well from January to June and July to December.

The hydrologic monitoring sites were installed in 2003 and 2007. Review of past monitoring reports shows that some of the stations have experienced problems with the logging equipment that resulted in data loss. Thus, we recommend including the purchase of 1 pressure transducer/data logger (logging equipment) into the annual monitoring budget. Including the purchase of the equipment specified will help increase the efficiency for logger installation and also ensure that we continue to collect and download daily water level data from each wetland monitoring site. The purchase price of a new Insitu Troll 100 pressure transducer is \$518.

Task 2 – Reclaimed Reservoirs Hydrologic Services

The City is required to measure and record daily water levels at nine (9) wetland/surface water sites. Tetra Tech will travel to each of the wetland/surface water sites on a quarterly basis (total of 4 site visits) to download recorded data, to measure depth to groundwater to confirm correct operation of the monitoring equipment, and to inspect the condition of the well, equipment, and enclosures.

The downloaded data from the wetland/surface water sites will be incorporated into a master spreadsheet that will be submitted to the District and USACE once per year. Per the City's ERP and USACE permit, monitoring reports must be submitted by January 31st of each year, summarizing the hydrologic monitoring (water levels and rainfall), seasonal high water elevation data, and pumping volume of each nearby well from January to December.

The hydrologic monitoring sites were installed in 2006. Review of past monitoring reports shows that some of the stations have experienced problems with the logging equipment that resulted in data loss. Thus, we recommend including the purchase of 1 pressure transducer/data logger (logging equipment) into the annual monitoring budget. Including the purchase of the equipment specified will help increase the efficiency for logger installation and also ensure that we continue to collect and download daily water level data from each wetland monitoring site. The purchase price of a new Insitu Troll 100 pressure transducer is \$518.

Task 3 - Quarterly Mitigation Hydrologic Services

The City is required to measure and record daily water levels at twenty-four (24) wetland/surface water sites. Tetra Tech will travel to each of the wetland/surface water sites on a quarterly basis (total of 8 site visits, 2 days for each quarter) to download recorded data, to measure depth to groundwater to confirm correct operation of the monitoring equipment, and to inspect the condition of the well, equipment, and enclosures.

The downloaded data from the wetland/surface water sites and the rainfall data provided by the City will be submitted to the City Forester by July 15th and January 15th of each year, summarizing the hydrologic monitoring (water levels and rainfall) and pumping volume of each nearby well from January to June and July to December. During the September 2017 monthly inspection, Tetra Tech will also take panoramic photographs at each of the wetland/surface water monitoring stations, taken in all cardinal directions at the established photo station.

The hydrologic monitoring sites were installed in 2007, 2011, 2013, and 2015. Review of past monitoring reports shows that some of the stations have experienced problems with the logging equipment that resulted in data loss. Thus, we recommend including the purchase of 2 pressure transducer/data loggers (logging equipment) into the annual monitoring budget. Including the purchase of the equipment specified will help increase the efficiency for logger installation and also ensure that we continue to collect and download daily water level data from each wetland monitoring site. The purchase price of a new Insitu Troll 100 pressure transducer is \$518.

Task 4 – Biological Services

Per the City's quote request, the City is also required to conduct hydrologic and seasonal high water level monitor water level monitoring at three (3) water level monitoring stations associated with a Reclaimed Reservoir. The monitoring conditions would be required by the City's United States Army Corps of Engineers (USACOE) Permit Number SAJ-2002-3473-MLH or SAJ-2002-2473-TMF permit. Review of permit SAJ-2002-3473-MLH did not identify the monitoring requirements and permit SAJ-2002-2473-TMF was not available for review. Tetra Tech has provided pricing for quarterly water level monitoring and annual reporting at three (3) wetland stations (Task 2 above) and seasonal high water elevation evaluations at up to six (6) monitoring locations. The seasonal high water elevation evaluations would be conducted in the field (if needed) by a biological science professional and includes identification of Normal Pool Levels (NPLs) and Seasonal High Water Levels (SHWLs) at wetlands located within the Reclaimed Reservoir area. The NPL and SHWLs would be marked in the field and later surveyed for location and elevation by a registered survey professional and the information summarized on aerial photos for submittal with the annual water level reporting. A separate proposal summarizing the NPL and SHWL services is attached (**BDA Environmental Consultants**).

C. DELIVERABLES

1. Quarterly site visits and data download (16 Site Visits)
2. Semi-annual Report for the CUP (July 2017)
3. Semi-annual Report for the Mitigation Bank (July 2017)
4. Panoramic Photographs at 36 monitoring site (September 2017)
5. Annual Report for the CUP (January 2018)
6. Annual Report for the Reclaimed Reservoirs (January 2018)
7. Annual Report for the Mitigation Bank (January 2018)
8. Purchase of four (4) new pressure transducers

D. COMPENSATION

The proposed time and materials compensation for the Scope of Services described above will be **\$63,707.00**. A detailed breakdown of the costs to complete the work is provided in the attached **Price Proposal**. Our standard terms and conditions are also attached for your review. The scope of work detailed above will be completed within the deliverable due dates described above, and the work can begin within (3) days of approval of the scope of services.

Tetra Tech looks forward to serving the City of Port Orange on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.



Ms. Linda Johnson
City of Port Orange
March 24, 2017
Page 5

Very truly yours,

Tetra Tech

A handwritten signature in blue ink that reads 'Miguel Garcia'.

Miguel A. Garcia, PG, PMP
Senior Project Manager/Senior Hydrogeologist

Attachment

JBW/MAG/Port Orange/Wetland and Hydrologic Monitoring/2017/scope_032317.docx

Cc: Bruce Lafrenz, PG, Tetra Tech
Brook Wood, Tetra Tech
Pam Campbell, Tetra Tech

BDA
ENVIRONMENTAL CONSULTANTS

March 22, 2017
File: 2017-020-0.50

SENT VIA ELECTRONIC MAIL

Mr. Miguel Garcia, PG, CPG, PMP
Tetra Tech, Inc.
201 East Pine Street, Suite 100
Orlando, Florida 32801
Phone: 407-480-3916
Email: miguel.garcia@tetrattech.com

RE: Proposal for Environmental Services
City of Port Orange Reclaimed Reservoirs
Volusia County, Florida

Dear Mr. Garcia:

Pursuant to our conversation and electronic correspondence of March 21, 2017, we are providing the following proposal for environmental services related to the City of Port Orange monitoring of reclaimed reservoirs pursuant to the Department of the Army, Corps of Engineers Permit SAJ-2002-2473-TMF. The project site is located west of County Road 415, north of State Road 44, and south of Interstate 4 in the city of Port Orange, Volusia County, Florida.

Task No. 1 – Hydroperiod Establishment

Breedlove, Dennis & Associates, Inc. scientists will determine indicators on vegetation of Normal Pool Levels (NPLs) and Seasonal High Water Levels (SHWLs). The NPLs and SHWLs at up to six wetlands in the vicinity of the reservoirs will be identified, characterized, and recorded. Biological and physical indicators will include stain lines, moss cups, lichen lines, hypertrophic lenticels, adventitious roots, rack lines, algal mats, or other specific hydrological indicators of seasonal and persistent water levels. At each location, nails will be driven into trees at the break points of the individual indicators and a metal tag will be affixed to indicate the type of water elevation indicators. Additional flagging will be added to indicate the specific station for identification by the project surveyors. Each uniquely numbered hydroperiod station will be acquired using a GARMIN® hand-held Global Positioning System (GPS) unit and through

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BREEDLOVE, DENNIS & ASSOCIATES, INC.

Mr. Miguel Garcia
March 22, 2017
Page 2

field notation. These GPS acquisitions will be downloaded and placed on an aerial for use by the project surveyors along with a table of the individual station water level identifiers from the field notes.

The deliverables for this task will be the location and annotation of hydroperiod stations on the project site, aerial map of the station locations, and station coordinates for the project surveyor. This task includes surveyor coordination.

The estimated cost for completing Task No. 1 is \$5,000.

Task No. 2 – Meetings and Team Coordination

We will attend client or team meetings, as required or requested by the project team. We expect to participate in team coordination consisting of electronic correspondence, conference calls, and individual team meetings.

The estimated cost for completing Task No. 2 is \$2,000.

Task No. 3 – Additional Requested Services

Although not anticipated, additional work beyond that described in the above scope could be required by the City of Port Orange or requested by the client. We will perform such tasks upon written or verbal authorization from the client. A formal written workscope and cost estimate will be provided if requested by the client, prior to initiating any requested services.

Billing will be on a time and materials basis in accordance with the enclosed Schedule of Professional Fees and subject to the attached Terms and Conditions. Space has been provided below for your acceptance of this proposal, upon approval by the City of Port Orange. Please sign and return a copy to our office. A fully executed contract will be returned for your files.

Sincerely,


Lynette M. Brown, Ph.D.
Senior Scientist


W. Michael Dennis, Ph.D.
President

BDA
ENVIRONMENTAL CONSULTANTS

Mr. Miguel Garcia
March 22, 2017
Page 3

Accepted by:

Miguel Garcia, PG, CPG, PMP
Senior Project Manager
Tetra Tech, Inc.

Date

W. Michael Dennis, Ph.D.
President
Breedlove, Dennis & Associates, Inc.

Date

LMB/WMD/vcl

Enclosures

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SCHEDULE OF PROFESSIONAL FEES

Effective March 28, 2015

Position/Service	Hourly Rate (\$)
Principal	355.00
Senior Vice President	195.00
Principal Geologist	160.00
Vice President	185.00
Toxicologist	135.00
Principal Scientist	145.00
Senior Scientist	140.00
Scientist IV	110.00
Scientist III	100.00
Scientist II	90.00
Scientist I	75.00
Environmental Specialist IV	80.00
Environmental Specialist III	75.00
Environmental Specialist II	65.00
Environmental Specialist I	55.00
Senior Geographic Information Systems (GIS) Analyst	140.00
GIS Analyst III	120.00
GIS Analyst II	110.00
GIS Analyst I	100.00
Word Processor	50.00
Librarian	35.00
Clerk	30.00

Terms: Net 30 days. Unpaid balances will be subject to interest at the rate of 1.5% per month or the maximum permissible under state law, whichever is less, starting 30 days from the invoice date.

A 10% fee will be added to the following items: laboratory fees, sub-consultant fees, and overnight travel.

Expert witness at 125% of schedule fees.

O:\Marketing\Fee Sched\2015\03-28-2015 Fee.doc

BREEDLOVE, DENNIS & ASSOCIATES, INC.

☒ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195
Phone: 407-677-1882 ~ Fax: 407-657-7008

☐ 30 East Liberty St. ~ Brooksville, FL 34601-2910
Phone: 352-799-9488 ~ Fax: 352-799-9588

TERMS AND CONDITIONS

1. Other support provided at the request of the Client or representatives of the Client including, but not limited to, team meetings, agency negotiations, public presentations, mitigation design, permitting assistance, sufficiency responses or additional analyses not mentioned elsewhere in this Proposal will be billed on a time and materials basis according to the attached rate schedule. All requested services must be approved by the Client before additional support can be initiated.
2. Unless specified elsewhere in the Proposal, the proposed costs constitute Breedlove, Dennis & Associates, Inc.'s (BDA) estimate of the charges required to complete the Project as defined. Final costs for this Project may vary from the estimated costs. For many projects, all activities are often initially not fully definable. As the Project progresses, the facts uncovered may alter the scope of work and consequently the cost of completion. BDA will inform the Client of such situations so that negotiations of change in scope and fees can be accomplished as required.
3. BDA's fees are based on the actual time required by the individuals assigned to the Project task, plus reimbursable expenses. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project. Reimbursable expenses include, but are not limited to long distance telephone calls, computer charges, living and travel out-of-town, inter-city travel, reproduction of reports, drawings and documents, and special fees. Client shall compensate the consultant for reimbursable expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. BDA will submit our bill for these services monthly. Payment is due upon submission.
4. After January 1, 2018, all hourly and daily rates quoted within this contract may increase by 5%, at the determination of BDA, upon written notice to Client, and may increase by 5% annually thereafter.
5. This Proposal to perform services for this Project shall remain open for acceptance for a period of sixty (60) days from the date thereof, after which time BDA reserves the right to review, revise or withdraw its Proposal.
6. All information furnished by Client to BDA shall be returned to Client upon the conclusion of the Work unless the same shall have been consumed or merged into the Work. BDA may retain copies of any such information furnished to BDA by Client and BDA shall, in all events, retain full possession and ownership of its field and Project notes and all other documents or data generated, consumed or merged into any reports, opinions, or applications required in connection with the Project and the Work.
7. This Contract may be terminated by either Party for reason or for no reason by giving thirty (30) days written any notice to the other Party. Said notice shall be sufficient if it is delivered to the Party personally or mailed by certified mail to the Party's mailing address. Upon any termination under this paragraph, BDA will prepare a final invoice following the date of a final termination notice which date shall be the "Effective Date of Termination." Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the Effective Date of Termination.
8. Neither BDA nor Client shall be liable to the other for any damages whatsoever caused by termination of this

BDA
ENVIRONMENTAL CONSULTANTS

Contract or failure to perform under this Contract, except for services actually performed and costs and commitments actually incurred by BDA under this Contract, prior to the Effective Date of Termination. In no event shall either Party be liable to the other for any other claim of direct, indirect, special, incidental, or consequential damages (including loss of profits) whether based on contract, tort, or another legal theory.

9. The Parties to this Contract agree to make the submission to mediation of any dispute or controversy arising out of this Contract, as set forth herein, an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. All disputes between the Parties to this Contract arising out of or in connection with this Contract shall be referred for mediation to a mediator who is a member of the Florida Bar in good standing, and who is mutually acceptable to all Parties subject to the dispute. Each Party to all disputes submitted for mediation shall pay an equal share of the costs and fees charged by the mediator.

10. The Client acknowledges that it has secured legal rights to the property upon which the project will be developed. The Client further acknowledges and agrees that the type of services to be performed by BDA are covered under Florida Statutes 713.03 (Liens for professional services) and that the non-payment of fees owed under this Agreement may result in a mechanic's lien or other encumbrances being placed on the property upon which the project is/will be located.

11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida, and the Parties expressly agree that any mediation proceeding, or any action at law or suit in equity, shall be instituted and maintained only in the Courts of Orange County, Florida, and each Party waives the right to change of venue. It is agreed by and between the Parties that this agreement was executed in the State of Florida, United States of America.

In the event BDA retains legal counsel to enforce any of the provisions of this agreement, the Client agrees to pay all reasonable attorneys fees and any additional attorney fees pursuing collection of this judgement.

12. This agreement, and any specified attachment, or exhibits attached constitute the entire agreement between BDA and Client and all promises, representations, understandings, and agreements with the respect to the subject matter hereof and inducements to the making of this agreement relied upon by either Party have been expressed herein, and may not be altered, amended, or modified unless in writing executed by the Parties hereto.

13. Neither this agreement nor any interest herein may be assigned by the Client without BDA's prior written consent. No Party shall be liable for delay in the performance hereunder do to causes beyond their control, including, but not limited to, acts of God, fire strikes, acts of war, or the intervention of governmental authority, but any such failure shall be remedied as soon as reasonably possible.

14. Each Party executes this agreement as an independent contractor and nothing herein shall be construed to form a joint venture, partnership, or any similar form of association.

15. In the event of default by Client in the payment of any sum to BDA when due, or in the performance of any of Client's obligations under this agreement, BDA shall have the right to terminate this agreement, until such time as the default may be cured. Client shall reimburse BDA for all costs and expenses to enforce collection of any monies from Client.

RATES AND TERMS TIME AND MATERIALS AGREEMENT

Effective October 01, 2016 – September 29, 2017

Client: City of Port Orange

Proposal Dated: March 24, 2017

Project Name: Professional Hydrogeological Services - Wetland and Hydrologic Monitoring

Total Value: \$ 63,707.00

BILLING RATES

Staff

Charges for work performed on the project, including office and field time, will be calculated and billed on the basis of the staff category hourly rates shown below in U.S. currency. Work continuing beyond the above effective dates will be subject to the new rates that will be established for each new fiscal year. The following hourly rates are fully loaded with overhead and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
Senior Principal Engineer/Scientist	\$281 - \$340	Project Engineer/Scientist	\$ 80 - \$148
Principal Engineer/Scientist	\$175 - \$260	Staff Engineer/Scientist	\$ 60 - \$ 94
Associate Engineer/Scientist	\$140 - \$205	Technician	\$ 51 - \$ 110
Senior Engineer/Scientist	\$100 - \$187	Other Support Staff	\$118 - \$ 226
Senior Project Engineer/Scientist	\$ 87 - \$171	Clerical/Project Admin./Drafting	\$ 52 - \$108

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level. Time spent in either inter-city or local travel will be billed in accordance with the foregoing schedule, except that no more than eight hours of travel time will be charged in any single day. Overtime hours worked, if authorized by the client, will be charged as quoted above.

TERMS

Expert Testimony

Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above.

Invoicing and Payment

Invoice statements will be issued either semi-monthly or monthly (at Tetra Tech's sole discretion) itemizing the staff categories worked and Other Direct Costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments shall be made by Client within thirty (30) days of receipt of invoice. Invoices not paid within thirty days shall be subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum). Tetra Tech reserves the right to request either a Letter of Credit for the full contract amount or an up front financial retainer from which to work. Tetra Tech additionally reserves the right to stop work without further liability if Client fails to honor and adhere to the payment terms specified herein.

Credit Review

The provision of Services under this Agreement is subject to Tetra Tech's initial and continuing credit review of Client. If requested by Tetra Tech, Client shall furnish financial information to Tetra Tech for the purpose of determining Client's creditworthiness. Any financial information furnished to Tetra Tech shall be treated by Tetra Tech as Confidential Information. Tetra Tech may also rely on information obtained from independent parties (e.g., Dunn & Bradstreet). If Tetra Tech determines that a financial security is warranted, Tetra Tech reserves the right to require that Client provide a financial guarantee in a form reasonably acceptable to Tetra Tech (e.g., Letter of Credit, Payment Bond, retainer, monthly pre-payment, etc.). If Client fails to provide the requested guarantee within fifteen (15) business days following such request, Tetra Tech shall have the right to decline to accept any new Work, and to suspend the provision of Services until the day such guarantee is provided to Tetra Tech. Client's continued failure to provide the requested guarantee may result in the termination of the Agreement.

Other Direct Costs

Charges for Other Direct Costs and facilities furnished by Tetra Tech are computed on the basis of actual cost plus ten percent. This override covers the costs associated with cost of money, the risks associated with our responsibility for delivery on behalf of subcontractors, assorted administrative time, etc. Examples of such items which are directly attributable to the project include: shipping charges; printing; special fees; permits; special insurance and licenses; subcontracts; reproduction; equipment rental; and miscellaneous materials. Travel and travel-related expense are also computed on the basis of actual cost plus ten percent. A charge equal to 4.5% of total labor will be included on each invoice in place of itemized billing for the following in-house expenses: office supplies, in-office telephone calls, facsimiles, postage, in-house photocopying, and immaterial overnight express charges.

Estimated Cost

Tetra Tech will perform the work and accomplish the objectives defined within the estimated costs and schedule proposed unless there are circumstances beyond our control. The estimated costs and schedule proposed are based on our best judgement of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in work scope and schedule as dictated by client needs and by presently unforeseen circumstances. Tetra Tech will notify the client in advance if schedule or costs are expected to exceed the estimate. In such event, the client may wish to: (1) authorize additional funds to complete the work as originally defined; (2) redefine the scope of work in order to fit the remaining funds; or (3) request that work be stopped at a specific expenditure level. If option 3 is chosen, Tetra Tech will turn over such data, results and materials completed at the authorized level without further obligation or liability to either party except for payment for work performed.

Limited Warranty

Tetra Tech will render services in a professional manner and use that degree of care and skill ordinarily exercised under similar conditions by reputable and competent environmental consultants practicing in the same or similar locality of the services provided. No other warranty, whether expressed or implied, is made or intended for services performed or provided. Client assumes all responsibility and shall defend and hold harmless Tetra Tech for Client's decisions relating to its use(s) of the services provided and reliance thereon.

Relationship of Parties

Tetra Tech will act solely as an independent contractor of the Client and not as the Client's agent for any purpose. Neither Tetra Tech nor Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Tetra Tech and the Client.

Indemnification of Parties

Both Tetra Tech and Client agree to and hereby do defend, indemnify, protect and hold harmless each other and their officers, directors, agents, employees, and invitees, from and against all liability, claims, actions, damages, and judgments, together with costs and expenses (including reasonable attorney's fees) for injuries to or illnesses or death of any and all persons and losses of or damages to property caused by, resulting from, occurring in connection with, or arising out of the negligence or willful misconduct of the indemnifying party to the extent of the negligence or willful misconduct of the indemnifying party. In no event shall Tetra Tech, its officers, directors, employees and agents be liable for and Client agrees to defend, indemnify and hold harmless, all at its cost and expense, Tetra Tech, its officers, directors, employees or agents from and against all liabilities, claims, demands, losses, costs, damages, actions, suits or other proceedings (including, but not limited to, any air, ground or water pollution or environmental impairment) by whomsoever made, including claims for bodily injuries, death and physical property loss or damage brought or prosecuted in any manner based upon, occasioned by, or attributable to, arising out of or in any manner connected with or related to Tetra Tech's performance of work that may be made or brought against Tetra Tech for: (i) any claims or causes of action arising out of the ownership, transportation and/or disposal of any contaminated materials; (ii) any claims or causes of action arising out of subsurface conditions or damage to subsurface structures whether owned by Client or any third party, the presence or location of which were not revealed to Tetra Tech by the Client in writing prior to the commencement of Tetra Tech's performance, (iii) any claims or causes of action arising under the Resource Conservation and Recovery Act as amended, the Toxic Substances and Control Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (iv) any third party claims or causes of action; and (v) any expenses incurred by Tetra Tech in connection therewith (including reasonable attorney's fees), as such expenses are incurred.

Limitation of Liability

Neither party hereto, nor its affiliates, its subcontractors, or vendors of any tier, shall be liable to the other party or its affiliates in any action or claim for loss of profit, loss of product, loss of use or for any other indirect, consequential or special damages, even if caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof. Client agrees that in consideration of the contract price and the comparative levels of risk taken, all claims for indemnification or contribution from Tetra Tech shall be limited to the amount paid Tetra Tech as total compensation for the applicable Services less amounts paid to its subcontractors or others in connection with the performance of the Services. All claims against Tetra Tech shall be deemed waived unless made by Client in writing and received by Tetra Tech within six months after Tetra Tech has completed that portion of the Services with respect to which the claim is made. Any limitation on or exculpation from liability afforded Tetra Tech by this Agreement shall be applicable regardless of whether the action or claim is based in contract, tort (including negligence), statute, strict liability or otherwise, and shall likewise limit the liability of Tetra Tech's affiliates, subcontractors and vendors of any tier and their respective officers, agents and employees. For purposes of this Article an "affiliate" of a party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers. There are no third party beneficiaries of this Agreement and no third party may rely upon the obligations herein or upon the findings of any report produced hereby. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

Confidential Information

Tetra Tech will not knowingly disclose to others any confidential information furnished by the Client in connection with this project. Any information, which the Client intends to be covered by this paragraph, shall be clearly marked "confidential." These restrictions do not apply to information that: (i) Tetra Tech had in its possession prior to disclosure by the Client; (ii) becomes public knowledge through no fault of Tetra Tech; (iii) Tetra Tech lawfully acquires from a party not under any obligation of confidentiality to the Client; or (iv) is independently developed by Tetra Tech. Tetra Tech and its personnel will not publish, in any technical articles or otherwise, information obtained from this project in a manner that would be identifiable with this project without the prior written consent of the Client.

Termination

Either Tetra Tech or Client may terminate this agreement, for whatever cause, by giving seven (7) days' written notice to the other party. Upon such termination, Client shall pay Tetra Tech the costs that Tetra Tech has incurred to the effective date of termination, including reasonable termination expenses.

Disputes

In the event of a dispute under this Agreement, either party shall request a meeting at which the parties shall discuss and attempt to resolve the dispute. Unresolved disputes may be litigated before any court of competent jurisdiction in the Commonwealth of Virginia. Client hereby consents to the jurisdiction of such court.

Force Majeure

Tetra Tech will have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, flood, explosion, acts of nature, acts of government, labor disputes, delays in transportation or inability to obtain material or equipment. In the event of any delay in performance due to any such circumstances, the time for performance will be extended by a period of time necessary to overcome the effect of such delay, and the Client will not be entitled to refuse performance or otherwise be relieved of any obligations.

Assignment

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the Client without Tetra Tech’s prior written consent and any such attempted assignment or transfer shall be void.

Entire Agreement

The Client's engagement of Tetra Tech to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between Tetra Tech and the Client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to Tetra Tech to which notice of objection is hereby given. No change to any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an authorized representative of Client and by an authorized representative of Tetra Tech. Tetra Tech’s commencement of performance will not be deemed or construed as acceptance of the Client's additional or different terms and conditions.

Severability

If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions will remain otherwise in effect.

Applicable Law

The agreement to which these terms and conditions relate shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any questions concerning these Rates and Terms should be addressed to the Tetra Tech Contracts Department at (703) 444-7000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

FOR: City of Port Orange
Client

Signature: _____

Name: _____

Title: _____

Date: _____

FOR: Tetra Tech, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (F18) Youth Advisory Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint Grant Foxman and Michael Navarra to the Youth Advisory Board.

SUMMARY: The City Clerk has received two (2) applications for the Youth Advisory Board. Applications for Grant Foxman and Michael Navarra are attached for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Application for Grant Foxman	Volunteer Application - Grant Foxman.pdf
2.	Application for Michael Navarra	Volunteer Application - Michael Navarra.pdf

Robin Fenwick
Jake Johansson

Created/Initiated - 05/04/2017
Final Approval - 05/04/2017

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Grant Foxman
Date: Monday, May 01, 2017 6:58:04 AM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Grant Foxman on 05/01/2017

Personal Information

Name:	Grant Foxman
Date of Birth:	10/16/2001
Telephone:	(386) 852-3321
E-mail:	grantfoxman@yahoo.com
Business Telephone:	
Address:	1625 Town Park Drive Port Orange, FL 32129
Are you a registered voter in Port Orange?	No
City Council District:	2
How long have you been a resident of Port Orange?	15.5 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Margo Rivera; Atlantic High School, 1250 Reed Canal Road, Port Orange, 32129; mlrivera@volusia.k12.fl.us; (386) 405-6685
Reference 2:	Serena Besuden; Atlantic High School, 1250 Reed Canal Road, Port Orange, FL 32129; SLbesude@volusia.k12.fl.us; (386) 322-6100, ext. 38216
Reference 3:	Kent Booher; Atlantic High School, 1250 Reed Canal Road, Port Orange, FL 32129; kbooher@volusia.k12.fl.us; (386) 322-6100, ext. 38213

Education

High School: Atlantic High School (will graduate in 2020)

Date Graduated High School:

//

College:

Date Graduated College:

//

Degree:

Work Experience

Interests / Activities

I am currently the president of the freshman class at Atlantic High School and will serve as the vice president of the sophomore class next year. I am a member of Atlantic High School's Mock Trial and Science Olympiad teams. I am in the Academy of Law and Government at Atlantic High School, and I currently serve as the freshman representative on the executive board for the Academy of Law and Government. I like spending time with my friends and family. I enjoy helping out around my school, where I have participated in several community service projects. I have a deep interest in law and the legal system.

Community Involvement

I have participated in the Volusia County Teen Court program as a student volunteer for two years. Throughout that time, I have served as a juror and a student attorney for the program. I was also a member of the Volusia County Teen Court Mock Trial team in 2016. I have performed over 120 hours of community service throughout this school year.

Why do you desire to serve on these boards?

I want to join the Youth Advisory Board because community service is very important to me. I would like to work with others as a group to help our community by providing insight into issues that pertain to and are unique to high school and middle school students.

Resume / Additional Information

Selected Boards / Commissions

Youth Advisory Board

Order of Preference

Signature: Grant Foxman

Date: 05/01/2017

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Michael Navarra
Date: Wednesday, May 03, 2017 9:34:56 PM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Michael Navarra on 05/03/2017

Personal Information

Name:	Michael Navarra
Date of Birth:	12/24/1999
Telephone:	3867619197
E-mail:	mnavarra48@gmail.com
Business Telephone:	
Address:	6310 Palmas Bay Cir Port Orange FL 32127
Are you a registered voter in Port Orange?	No
City Council District:	4
How long have you been a resident of Port Orange?	17 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Antwan Brown(Atlantic HS), 1250 Reed Canal Rd, Port Orange FL 386-322-5600
Reference 2:	Tom Strickland(POBC),3836 Sunset Cove Dr, Port Orange, FL 386-304-5722
Reference 3:	Jeff Ornstein(Pinch A Penny),3755 S Nova Rd, Port Orange FL 386-761-6583

Education

High School: Atlantic High School, Port Orange, FL graduating 2018

Date Graduated High School:

//

College:

Date Graduated College:

//

Degree:

Work Experience

Pinch A Penny - Sales/Customer Service, April 2016-Present Port Orange Baseball Club - Coach, Fall 2016-Present

Interests / Activities

Baseball (play PO Rec, Travel, and Atlantic HS Varsity)

Community Involvement

Volunteer coach for POBC for 80+ Hours, 2015-2016

Why do you desire to serve on these boards?

I would like the opportunity to find out how a public entity works, and to assist with future decision making in the society.

Resume / Additional Information

I am currently a Junior at Atlantic High School.

Selected Boards / Commissions

Youth Advisory Board

Order of Preference

Signature:

Michael Navarra

Date:

05/03/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G19) Final Plat & Plans for the King's Landing Subdivision, Phase I, east side of Hensel Road, between East Hensel Drive and Hills Boulevard, Case No. 16-50000004

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Final Plat & Plans for the King's Landing Phase I Subdivision.

SUMMARY: Planning Commission Action (3/23/17): Recommended Approval

The applicant requests approval of the King's Landing Subdivision (Phase 1) - a proposal to subdivide +/- 82.2 acres into 19 one-acre single-family lots, along with tracts of land for common area, and storm water retention, and an area for future residential development (+45 acres). The subject property is located on the east side of Hensel Road, between East Hensel Hill Drive and Hills Boulevard. The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC). Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 19 residential lots.

The +/- 82.2-acre subject property is currently designated Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) on the City's Zoning Map and designated Rural Transition (0-2 units/acre) and Suburban Residential (2-4 units/acre) on the City's Future Land Use Map. The 19 lots are proposed to be developed on the west side of the subject property where the Future Land Use designation is Rural Transition (0-2 units/acre) and the zoning designation is Rural Residential (RR).

The applicant has received the signed release from the State of Florida for the right-of-way (Murphy Deeds) and from FM Ford OGM, LLC for the mineral interests previously held on the site.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Kings Staff Report CC 5-16.pdf
2.	Exhibit A - Plat	Exhibit A - Kings Landing Plat.pdf

3.	Exhibit B - Plans	Exhibit B - Kings Landing Plans.pdf
4.	Exhibit C - School Concurrency	Exhibit C - Kings Landing School Concurrency.pdf

Melanie Schmotzer	Created/Initiated - 04/28/2017
Wayne Clark	Approved - 04/28/2017
Shannon Balmer	Approved - 05/04/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



STAFF REPORT

SUBDIVISION PLAT & PLANS /KING'S LANDING

CASE NO. 16-50000004

REQUEST: Approval of the King's Landing Subdivision Plat and Plans

LOCATION: East side of Hensel Road, between East Hensel Hill Drive and Hills Boulevard (See Figure 1)

OWNER/APPLICANT: Coventry Partners, LLC

PLANNING COMMISSION: Recommended Approval

STAFF RECOMMENDATION: Approval

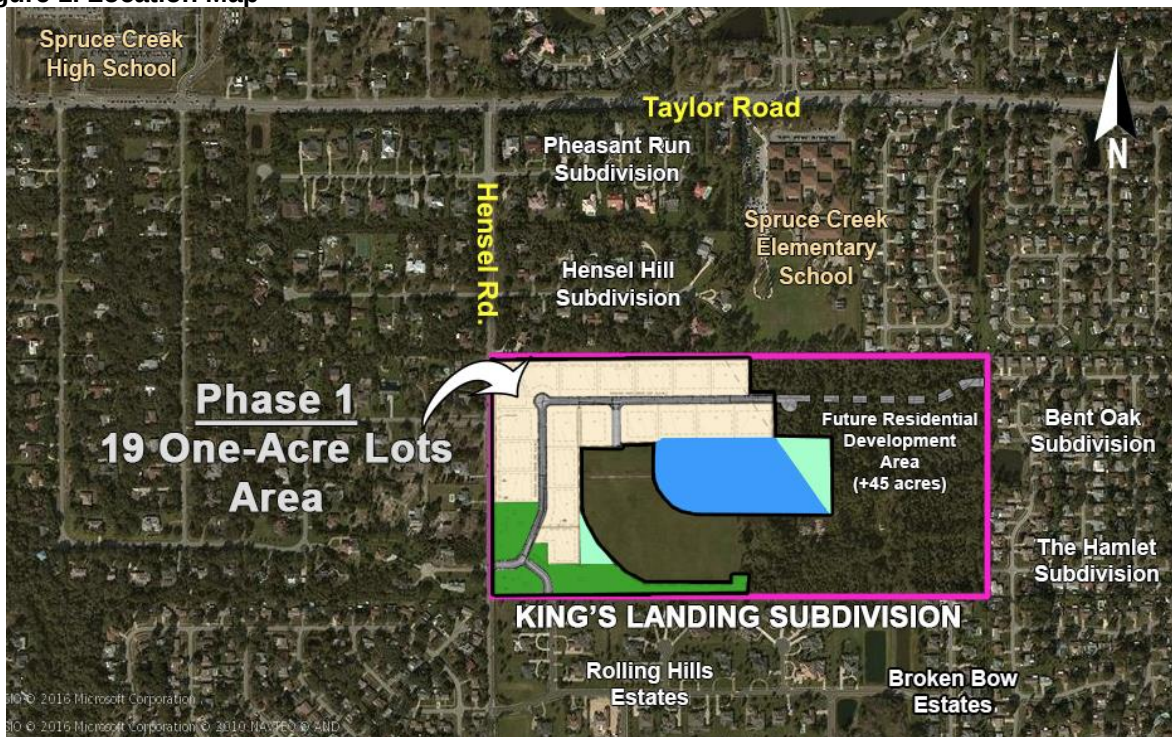
STAFF CONTACT: Tim Burman, Planning Manager (386) 506-5675

CITY COUNCIL DATE: May 16, 2017

DISCUSSION:

The applicant requests approval of the King's Landing Subdivision plat and plans (Exhibit A and B). The applicant proposes to subdivide the +/- 82.2-acre property into 19 one-acre single-family lots, an area for future residential development (+/- 45 acres), and tracts for tree preservation, stormwater retention, and open space.

Figure 1. Location Map



The +/- 82.2-acre subject property is currently designated Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) on the City's Zoning Map (Figure 2) and designated *Rural Transition* (0-2 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Figure 3). The 19 one-acre single-family lots are proposed to be developed on the west side of the subject property where the Future Land Use designation is *Rural Transition* (0-2 units/acre) and the zoning designation is Rural Residential (RR).

Figure 2. Current Zoning Map and Proposed Subdivision Layout

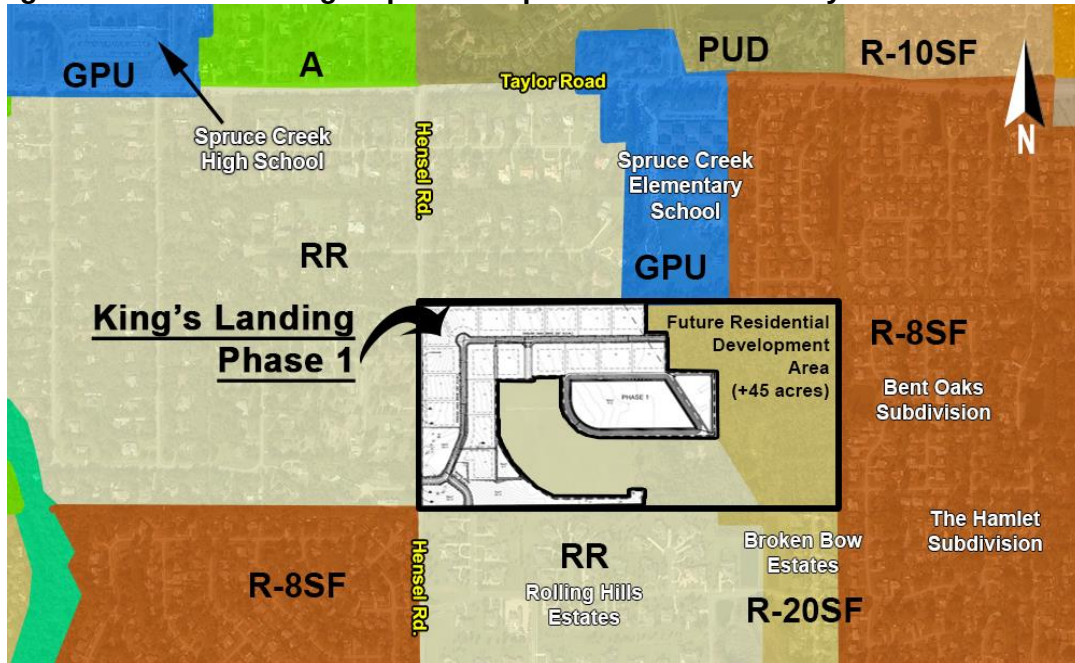
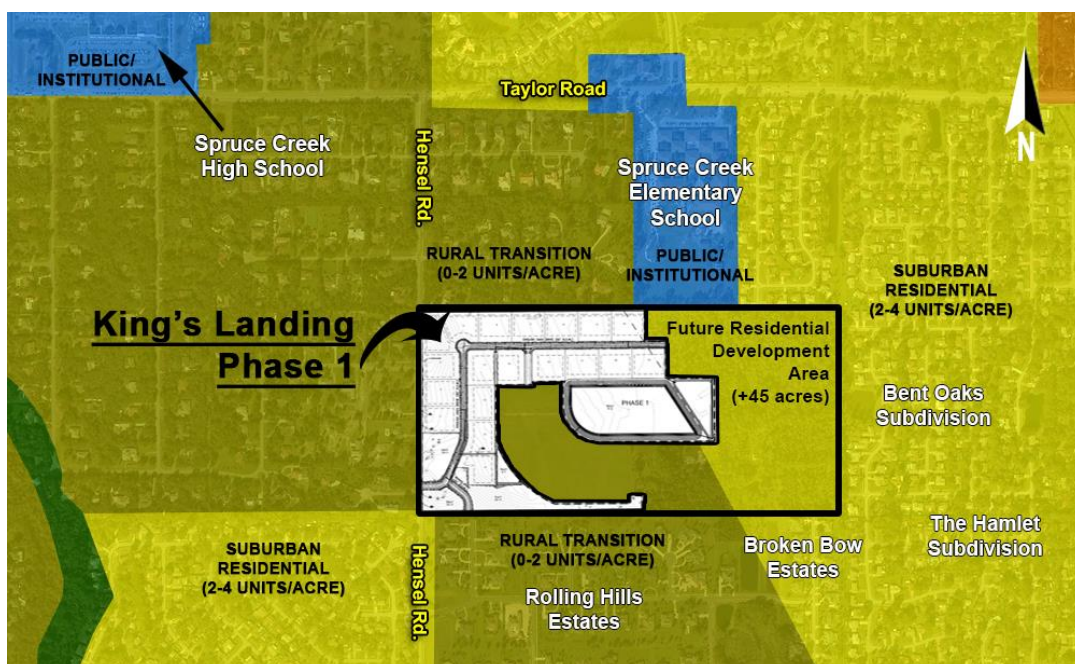


Figure 3. Current Future Land Use Map and Proposed Subdivision Layout



According to the City's Land Development Code (LDC), a plat and associated subdivision plans are to be designed according to the subdivision requirements in the LDC for stormwater, streetlights, roadways and sidewalks, utilities, easements, lot dimensions, roadway landscape buffers, and tree protection. The plat and subdivision plans (Exhibit A and B) have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in the RR zoning district of the LDC (Table 1).

Table 1: Developmental Standards for the RR Zoning District

LOT DEVELOPMENT STANDARDS	RR ZONING DISTRICT
Minimum lot size	1 acre or 43,560 SF
Minimum lot width (ft.)	100'
Front setback (ft.)	40'
Side setback (ft.)	15'
Rear setback (ft.)	30'
Maximum building coverage	20%
Minimum open space	60%
Maximum building height (ft.)	35'
Minimum floor area (SF)	1,400 SF

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

- Access onto Hensel Road, roadway connection to adjacent tracts;
- Temporary cul-de-sac at the end of English Oaks Drive. English Oaks Drive is proposed to be extended and connect to the English Oaks Drive in Bent Oaks Subdivision as part of a future phase;
- Common Areas with Tree Conservation Easements for specimen trees being saved;
- Water, sewer, and reclaimed water infrastructure;
- Public local streets (Rocko Road, English Oaks Drive, and Forest Troll Drive) within the subdivision;
- Stormwater drainage infrastructure;
- Sidewalks and streetlights along Rocko Road, English Oaks Drive, and Forest Troll Drive;
- 10' landscape buffer with a 6' tall PVC white fence along Hensel Road; and
- Entry signage and landscaping at the Hensel Road entrance.

CONCURRENCY REVIEW:

According to the Land Development Code (LDC), public facilities and services, such as roads, public infrastructure, schools, and recreational facilities, are to be reviewed to verify sufficient capacity exists above the adopted level-of-service (LOS) to accommodate the impacts for all proposed residential subdivision.

Public facilities and services are currently available to serve the proposed 19 one-acre single-family lots. Any future phases will be separately evaluated for concurrency at the time of subdivision review. The following discussion summarizes the impacts the proposed 19 one-acre single-family lots will have on the public facilities and services.

Table 2 - Infrastructure Impact Assessment for 19 Lots

DEVELOPMENT VARIABLE	IMPACTS
Population ¹	43
A.M./P.M./Daily Peak Hour Trips ²	14/19/182 trips
Sanitary Sewer (gallons per day) ³	3,040 gallons
Potable Water (gallons per day) ⁴	3,420 gallons
Solid Waste (lbs. Per day) ⁵	138 lbs.
Stormwater Drainage ⁶	See Note
Recreation & Open Space ⁷ • Parkland • Ball Fields • Basketball Courts • Multipurpose Courts • Tennis Courts • Neighborhood Centers	0.30 acres 0.009 acres 0.01 acres 0.01 acres 0.01 acres 0.0003 acres

Notes:

- Population:** 2.25 persons per household (per 2010 Census)
- Transportation:** 1.02 PM peak hour trips per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 9th Edition
- Sanitary Sewer:** 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
- Potable Water:** 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
- Solid Waste:** 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
- Stormwater Drainage:** LOS standard = 25 year, 24-hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
- Rec. & Open Space:**
 - Parkland: 7 acres per 1,000 persons (0.007 acres/person)
 - Ball Fields: 1 field per 5,000 persons (0.0002 ball fields/person)
 - Basketball Courts: 1 court per 4,000 persons (0.00025 basketball courts/person)
 - Multipurpose Fields: 1 field per 3,500 persons (0.0002857 multipurpose fields/person)
 - Tennis Courts: 1 court per 4,000 persons (0.00025 tennis courts/person)
 - Neighborhood Centers: 1 facility per 15,000 persons (0.0000666 neighborhood centers/person)

Water, Sewer, Reclaimed Water:

The City has available sanitary sewer and potable water capacity to accommodate the proposed 19 lots. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per single-family house and for potable water is 180 per day per single-family household.

The proposed 19 lots will be served by potable water, sanitary sewer, and reclaimed water. Potable water and reclaimed water lines are available along Hensel Road and connections will be at the intersection of Hensel Road and English Oaks Drive intersection. Sanitary sewer connection will be where English Oaks Drive abuts the east boundary line of the subject property. The developer will construct potable water, sanitary sewer, and reclaimed water lines throughout the proposed subdivision in accordance with the utility plan for this project. All lots will be provided with stub-outs for utilities.

Stormwater Drainage:

The drainage areas shown on the plans will provide the required stormwater drainage for the entire +/- 82.2-acre property. The design and size of the stormwater system complies with the stormwater requirements in the City's Land Development Code and the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) for a site that discharges stormwater to the Spruce Creek basin. The State of Florida classifies Spruce Creek as an Impaired Water Body and restricts the amount of Nitrogen and Phosphorus that can be discharged. The proposed drainage system consists of two (2) dry Pre-treatment retention areas for the removal of Nitrogen and Phosphorus from the stormwater pollutant prior to going into the wet detention pond. Eventually the stormwater from the wet detention pond is discharged into a series of pipes, swales, canals, and ponds and eventually enters into Spruce Creek.

Figure 4. Stormwater Drainage



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

According to the project engineer, it is anticipated that the usable fill dirt removed from the ponds will be used to bring the grade of the Phase 1 site up to comply with the City's and SJRWD stormwater requirements. If there is additional usable fill not needed for Phase 1 the developer can have it removed from the site or store it on the future phases. The storage of fill on the future phases will be required to comply with all applicable City and SJRWD stormwater requirements.

Recreation Facilities:

The City's adopted level-of-service for recreational facilities includes acreage of parkland, and number of ball fields, basketball courts, multi-purpose fields, tennis courts, and neighborhood centers. According to the City's 2016 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the anticipated 43 people from the proposed 19 lots.

School Capacity:

The Volusia County School District determined that the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed subdivision. According to the School Concurrency letter prepared by Volusia County Schools, the proposed 19 lots could generate six (6) full time students (Exhibit C).

Transportation:

According to the King's Landing Traffic Impact Analysis (TIA) prepared by Lassiter Transportation Group, Inc., the 19 single-family homes are expected to generate 14 AM peak-hour trips, 19 PM peak-hour trips, and 182 daily trips. The TIA indicates that all roadway segments and intersections identified in the TIA study area will operate within the adopted Level-of-Service standards with the traffic generated from the 19 single-family home subdivision (Phase 1).

Consistency with the Comprehensive Plan:

The +/- 82.2-acre subject property is designated *Rural Transition* (0-2 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map. As shown on Exhibit B, the majority of the +/- 82.2-acre property has a Future Land Use (FLU) designation of *Rural Transition* (0-2 units/acre).

The 19 lots (Phase 1) are proposed to be developed on the west side of the +/- 82.2 area property where the Future Land Use designation is *Rural Transition* (0-2 units/acre). Specifically, the Comprehensive Plan states that the *Rural Transition*

category includes rural-scale or large-lot (usually 1 to 2 acres) residential development situated between Agricultural lands and areas of higher density/intensity. The residential development is limited to no more than two units per acre. The development of the proposed 19 one-acre single-family lots is consistent with the intent of the FLU designation and permitted uses in the RR zoning district. The density for the initial phase is 0.52 residential units per acre.

Based on the current subdivision (phase 1), conceptual plans for the future phases proposed by the applicant, and development applications and reports (Traffic Study, School Concurrency Application, and Sewer Report) the applicant anticipates the 82.2 acres to be developed with a total of 69 lots and a density of 1.19 residential units per acre.

Release of Mineral and Right-of-way Interest on Property:

The applicant has received the signed release from FM Ford OGM, LLC for the mineral interests and from the State of Florida for the right-of-way (Murphy Deeds) previously on the site.

Murphy Deed:

According to the Florida Bar Association, the Murphy Act, passed in 1937, was designed to help bail Florida and its residents out of the Depression and recover from a real-estate bust. The Murphy Act returned land to landowners who had lost land due to tax default in the 1930's but the return of the land came with a condition that reserves right-of-way easements to the State of Florida for future roadway construction. In the late 1930's to early 1940's, landowners had a two-year window to have the deeds removed; after that, the state possessed the right-of-way easements on the land. There are currently two Murphy deeds on the subject property. The applicant has received the signed release from the State for these deeds because they do not have plans for any state road improvements on the subject property.

RECOMMENDATION:

Staff recommends approval of the final plat and plans for King's Landing Subdivision.

ATTACHMENTS:

1. Exhibit A - Subdivision Plat
2. Exhibit B - Subdivision Plans
3. Exhibit C - School Concurrency Letter

EXHIBIT A



KING'S LANDING

LOCATED IN THE CITY OF PORT ORANGE, SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

DESCRIPTION

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

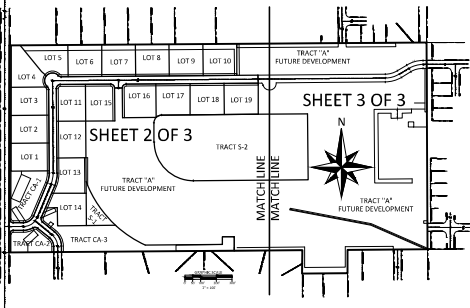
BEGIN AT THE NORTHWEST CORNER OF LOT 27, ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N00°00'52"E ALONG THE EAST RIGHT-OF-WAY LINE OF HENSEL ROAD A DISTANCE OF 1,324.97 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2641, PAGE 2642, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°37'07"E ALONG SAID NORTH LINE, A DISTANCE OF 2,671.22 FEET TO THE SOUTHWEST CORNER OF LOT 33, RAINTREE SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE S00°16'25"E ALONG SAID EAST LINE, A DISTANCE OF 1,321.61 FEET TO THE SOUTHWEST CORNER OF PARCEL "B", BENT OAK SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 66, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE S89°33'46"W ALONG SAID SOUTH LINE A DISTANCE OF 512.21 FEET TO THE NORTHWEST CORNER OF TRACT "C", BROKEN BOW ESTATES, AS RECORDED IN PLAT BOOK 49, PAGES 126 AND 127, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S00°08'52"W ALONG THE WEST LINE OF SAID TRACT "C" A DISTANCE OF 150.06 FEET TO THE NORTHEAST CORNER OF TRACT "C", ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°32'23"W ALONG THE NORTH LINE OF SAID ROLLING HILLS ESTATES PHASE 2, A DISTANCE OF 289.93 FEET TO THE NORTHWEST CORNER OF LOT 30, SAID ROLLING HILLS ESTATES PHASE 2, SAID POINT BEING A POINT ON THE EAST LINE OF LOTS 12, SAID ROLLING HILLS ESTATES PHASE 2; THENCE N00°08'51"E ALONG SAID EAST LINE AND THE EAST LINE OF LOT 13, SAID ROLLING HILLS ESTATES PHASE 2, A DISTANCE OF 149.98 FEET TO THE NORTHEAST CORNER OF LOT 13, SAID ROLLING HILLS ESTATES PHASE 2, SAID POINT BEING A POINT ON SAID SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21; THENCE S89°32'48"W ALONG SAID SOUTH LINE, A DISTANCE OF 1,875.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,582,585 SQUARE FEET OR 82.245 ACRES MORE OR LESS.

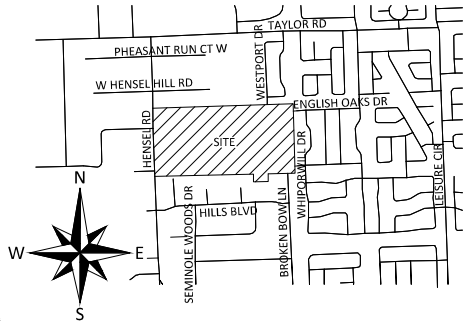
GENERAL NOTES

- GENERAL NOTES
- MONUMENTATION
 - DENOTES A PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH ABRASS DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
 - DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A BRASS DISC MARKED "PRM LB4475", UNLESS OTHERWISE NOTED.
 - DENOTES FOUND SECTION CORNER WITH A CERTIFIED CORNER RECORD MARKED AS SHOWN.
 - (R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
 - (NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
 - DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 - ACCURACY
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 - BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.
 - NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 - NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, VEHICLE ACCESS CONTROL, LANDSCAPE BUFFER, MAINTENANCE, GOVERNMENT AND EMERGENCY SERVICES, AND TEMPORARY ACCESS EASEMENTS GRANTED HEREON.
 - UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
 - UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
 - TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOIL, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
 - BUILDING SETBACK REQUIREMENTS:
 - FRONT (STREET FRONTAGE): 40 FEET
 - SIDE: 15 FEET
 - REAR: 30 FEET
 - LOT COVERAGE REQUIREMENTS:
 - MINIMUM OPEN SPACE: 70%
 - MAXIMUM BUILDING COVERAGE: 20%
 - THE COMMON AREAS GRANTED TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
 - THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES, AND, SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY HE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 - STORMWATER RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER/GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
 - THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS.
 - THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 - TRACT "A" (FUTURE DEVELOPMENT) IS TO BE OWNED AND MAINTAINED BY COVENTRY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.
 - TRACT CA-1, DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 - TRACT CA-2, DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 - TRACT CA-3, DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 - TRACTS S-1 AND S-2 WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND STORMWATER DRAINAGE.

KEYMAP (NOT TO SCALE)



VICINITY MAP (NOT TO SCALE)



LEGEND

ADUGE	- ACCESS, DRAINAGE, UTILITY, GOVERNMENT AND EMERGENCY SERVICES EASEMENT	L	- ARC LENGTH	PRC	- POINT OF REVERSE CURVATURE
CR	- CERTIFIED CORNER RECORD	LB	- LICENSED BUSINESS	PRM	- PERMANENT REFERENCE MONUMENT
CM	- CONCRETE MONUMENT	N&D	- NAIL & DISC	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
A	- CENTERLINE SYMBOL	(NR)	- NON-RADIAL	PT	- POINT OF TANGENCY
NTS	- NOT TO SCALE	NT	- NON-TANGENT	(R)	- RADIAL
ORB	- OFFICIAL RECORDS BOOK	PC	- POINT OF CURVATURE	R/W	- RIGHT-OF-WAY
DMAE	- DRAINAGE, MAINTENANCE AND ACCESS EASEMENT	PG	- PAGE	SF	- SQUARE FEET
DUME	- DRAINAGE, UTILITY AND MAINTENANCE EASEMENT	PI	- POINT OF INTERSECTION	(T)	- TOTAL
ESMT	- EASEMENT	POB	- POINT OF BEGINNING	TCE	- TREE CONSERVATION ESMT
FND	- FOUND	POL	- POINT ON LINE	VAC	- VEHICLE ACCESS CONTROL

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314
SHEET 1 OF 3

PLAT
BOOK

PAGE

KING'S LANDING
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT COVENTRY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED KING'S LANDING, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL STREETS AND ROAD RIGHT-OF-WAYS, SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL CONSERVATION, DRAINAGE, MAINTENANCE, UTILITY, VEHICULAR ACCESS CONTROL, AND TEMPORARY ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC., FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS CA-1, CA-2, CA-3, S-1 AND S-2 ARE GRANTED TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET BY HAND ON THIS _____ DAY OF _____, A.D., 2016.

OWNER: COVENTRY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

MITCHEL SABINA, MANAGER

SIGNED and SEALED IN THE PRESENCE OF: _____

(PRINT NAME)

(SIGNATURE)

(PRINT NAME)

(SIGNATURE)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

THIS IS TO CERTIFY, THAT ON THIS _____ DAY OF _____, A.D. 2016, BEFORE ME, PERSONALLY APPEARED MITCHEL SABINA, MANAGER, ON BEHALF OF COVENTRY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE, AS THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH MANAGER THEREUNTO DULY AUTHORIZED; AND SAID DEDICATION IS THE ACT AND DEED OF SAID LIMITED PARTNERSHIP AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A _____ AS IDENTIFICATION AND WHO (DID/DID NOT) TAKE AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC

COMMISSION NO.: _____

EXPIRATION: _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M. / P.M.

FILE NO. _____

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

(SIGNATURE)

DATE: _____

(PRINT NAME) _____ PSM. NO.: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED KING'S LANDING, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

Dated: _____

Signed: _____

James D. Bray, PSM #6507

Registration Number: _____

LB #4475

Accuright Surveys of Orlando, Inc.

2012 East Robinson Street

Orlando, Florida 32803

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED KING'S LANDING WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____.

BY: _____

MAYOR OF THE CITY OF PORT ORANGE

ATTEST: _____

CITY CLERK OF THE CITY OF PORT ORANGE

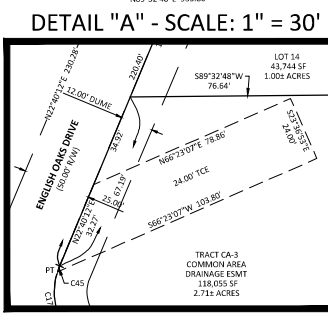
PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED KING'S LANDING WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____.

BY: _____

CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

LOCATED IN THE CITY OF PORT ORANGE, SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

[illegible]

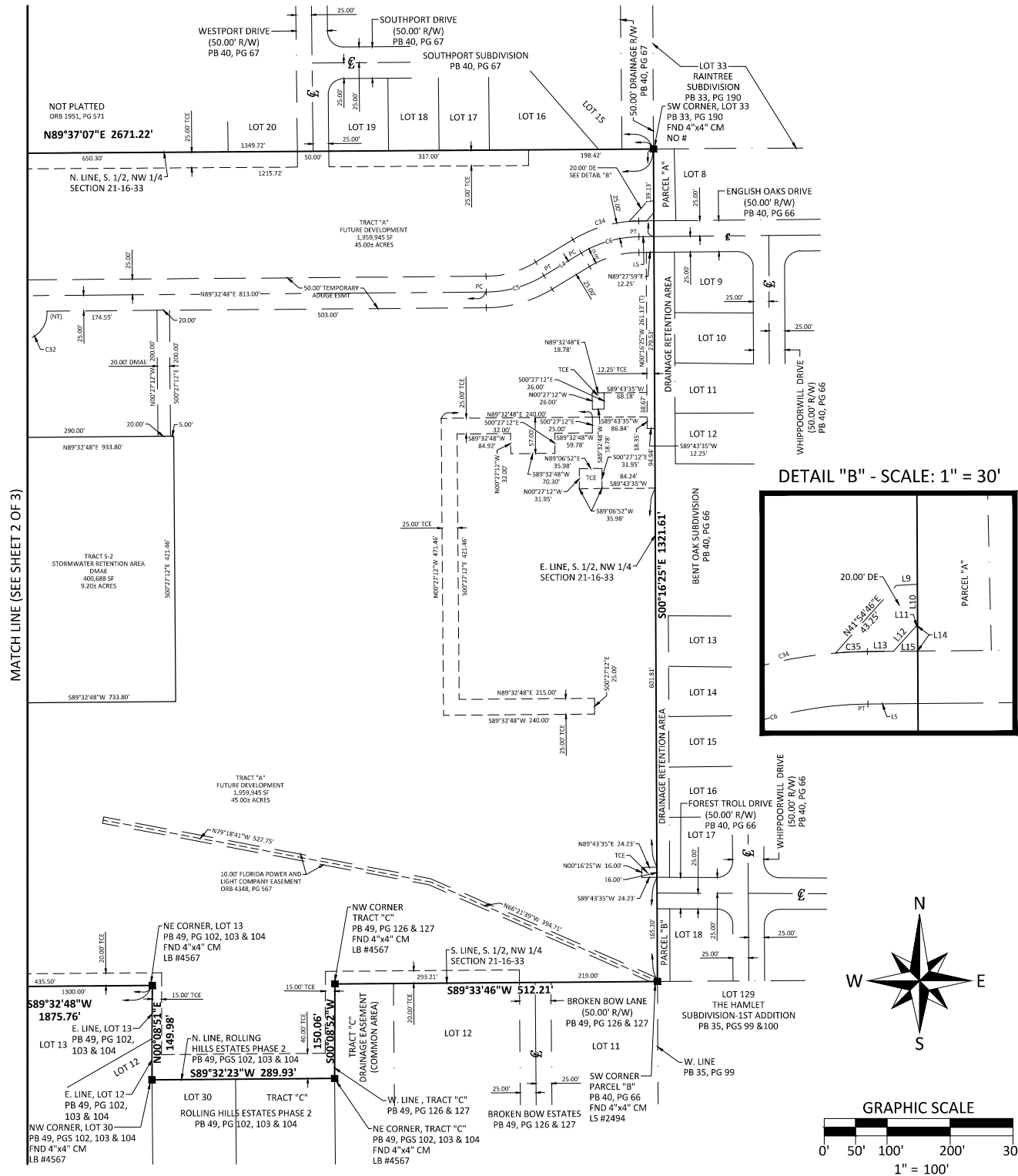
ADAGE	- ACCESS, DRAINAGE, UTILITY, GOVERNMENT AND	PB	- PLAT BOOK
CC	- EMERGENCY SERVICES EASEMENT	PC	- POINT OF CURVATURE
CC	- CERTIFIED CORNER RECORD	PG	- PAGE
CC	- CENTERLINE SYMBOL	PI	- POINT OF INTERSECTION
CC	- CONCRETE MONUMENT	POB	- POINT OF BEGINNING
CC	- DRAINAGE / EASEMENT	POI	- POINT ON LINE
CC	- DRAINAGE ESMIT	PRC	- POINT OF REVERSE
CC	- DRAINAGE MAINTENANCE AND ACCESS EASEMENT	PRM	- PROFESSIONAL REFERENCE
CC	- DRAINAGE UTILITY AND MAINTENANCE EASEMENT	PSM	- PROFESSIONAL SURVEYOR
CC	- EASEMENT	AND MAPPER	
CC	- FOUND	PT	- POINT OF TANGENCY
CC	- LENGTH	R	- RADIUS
CC	- LICENSED BUREAU	(R)	- RADIAL
CC	- LANDSCAPE BUFFER EASEMENT	R/W	- RIGHT-OF-WAY
CC	- LANE & DISK	SF	- SQUARE FEET
CC	- NON-RADIANT	T	- TOTAL
CC	- NON-TANGENT	TCE	- TREE CONSERVATION EASEMENT
CC	- NOT TO SCALE		
CC	- PLANTING BEDS		
CC	- PLANTING BEDS		

NO.	CURVE CHART			LINE CHART		
	CENTRAL ANGLE	ARC RADIUS	CHORD LENGTH	CHORD DISTANCE	LINE LENGTH	CHORD ANGLE
1	51°07'09"	95.00	86.76	N64°71'21"E	81.98	L1 S89°50'59"E 91.42
2	51°17'13"	95.00	87.64	N64°50'07"E	82.98	L2 S00°27'47"E 38.77
3	23°07'24"	180.00	74.60	N1°16'06"E	72.15	L3 S00°27'12"E 38.77
4	50°58'58"	95.00	83.97	S25°40'56"E	81.26	L4 S89°24'24"W 50.00
5	50°58'58"	95.00	83.97	S25°40'56"E	81.26	L5 S89°24'24"W 50.00
6	30°37'09"	180.00	74.60	N4°09'24"E	72.15	L6 S89°24'24"W 50.00
7	67°20'39"	95.00	82.28	N56°20'31"E	77.62	L7 S89°24'24"W 50.00
8	67°20'39"	95.00	82.28	N56°20'31"E	77.62	L8 N86°34'00"E 10.03
9	48°11'33"	70.00	61.03	N42°33'51"W	58.85	L9 S00°16'25"E 20.09
10	48°11'33"	70.00	61.03	N42°33'51"W	58.85	L10 S86°34'00"E 10.03
11	186°22'46"	50.00	162.68	N44°32'48"E	99.65	L11 S86°34'00"E 10.03
12	186°22'46"	50.00	162.68	N44°32'48"E	99.65	L12 S44°54'56"W 15.48
13	90°00'00"	25.00	25.00	S44°34'26"W	35.36	L13 S89°27'59"W 12.96
14	90°00'00"	25.00	25.00	S44°34'26"W	35.36	L14 S00°16'25"E 20.09
15	90°00'00"	25.00	25.00	S44°34'26"W	35.36	L15 S89°27'59"W 12.96
16	90°00'00"	25.00	25.00	S44°34'26"W	35.36	L16 S72°02'53"E 43.36
17	74°46'30"	95.00	82.19	S44°13'01"E	80.01	L17 S89°27'59"W 12.96
18	50°58'58"	120.00	106.62	S44°13'01"E	101.17	L18 S72°02'53"E 43.36
19	50°58'58"	120.00	106.62	N2°06'59"W	103.88	L19 N37°48'56"E 50.14
20	60°49'43"	25.00	24.87	N60°10'19"W	26.62	L20 S89°24'28"W 155.30
21	60°49'43"	25.00	24.87	N60°10'19"W	26.62	L21 S89°24'28"W 155.30
22	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L22 N38°34'31"E 34.63
23	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L23 S55°05'17"E 23.00
24	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L24 S89°24'28"W 155.30
25	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L25 S89°24'28"W 155.30
26	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L26 S89°24'28"W 155.30
27	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L27 S89°24'28"W 155.30
28	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L28 S89°24'28"W 155.30
29	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L29 S89°24'28"W 155.30
30	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L30 S89°24'28"W 155.30
31	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L31 S89°24'28"W 155.30
32	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L32 S89°24'28"W 155.30
33	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L33 S89°24'28"W 155.30
34	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L34 S89°24'28"W 155.30
35	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L35 S89°24'28"W 155.30
36	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L36 S89°24'28"W 155.30
37	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L37 S89°24'28"W 155.30
38	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L38 S89°24'28"W 155.30
39	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L39 S89°24'28"W 155.30
40	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L40 S89°24'28"W 155.30
41	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L41 S89°24'28"W 155.30
42	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L42 S89°24'28"W 155.30
43	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L43 S89°24'28"W 155.30
44	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L44 S89°24'28"W 155.30
45	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L45 S89°24'28"W 155.30
46	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L46 S89°24'28"W 155.30
47	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L47 S89°24'28"W 155.30
48	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L48 S89°24'28"W 155.30
49	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L49 S89°24'28"W 155.30
50	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L50 S89°24'28"W 155.30
51	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L51 S89°24'28"W 155.30
52	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L52 S89°24'28"W 155.30
53	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L53 S89°24'28"W 155.30
54	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L54 S89°24'28"W 155.30
55	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L55 S89°24'28"W 155.30
56	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L56 S89°24'28"W 155.30
57	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L57 S89°24'28"W 155.30
58	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L58 S89°24'28"W 155.30
59	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L59 S89°24'28"W 155.30
60	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L60 S89°24'28"W 155.30
61	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L61 S89°24'28"W 155.30
62	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L62 S89°24'28"W 155.30
63	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L63 S89°24'28"W 155.30
64	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L64 S89°24'28"W 155.30
65	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L65 S89°24'28"W 155.30
66	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L66 S89°24'28"W 155.30
67	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L67 S89°24'28"W 155.30
68	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L68 S89°24'28"W 155.30
69	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L69 S89°24'28"W 155.30
70	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L70 S89°24'28"W 155.30
71	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L71 S89°24'28"W 155.30
72	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L72 S89°24'28"W 155.30
73	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L73 S89°24'28"W 155.30
74	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L74 S89°24'28"W 155.30
75	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L75 S89°24'28"W 155.30
76	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L76 S89°24'28"W 155.30
77	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L77 S89°24'28"W 155.30
78	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L78 S89°24'28"W 155.30
79	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L79 S89°24'28"W 155.30
80	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L80 S89°24'28"W 155.30
81	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L81 S89°24'28"W 155.30
82	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L82 S89°24'28"W 155.30
83	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L83 S89°24'28"W 155.30
84	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L84 S89°24'28"W 155.30
85	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L85 S89°24'28"W 155.30
86	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L86 S89°24'28"W 155.30
87	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L87 S89°24'28"W 155.30
88	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L88 S89°24'28"W 155.30
89	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L89 S89°24'28"W 155.30
90	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L90 S89°24'28"W 155.30
91	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L91 S89°24'28"W 155.30
92	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L92 S89°24'28"W 155.30
93	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L93 S89°24'28"W 155.30
94	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L94 S89°24'28"W 155.30
95	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L95 S89°24'28"W 155.30
96	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L96 S89°24'28"W 155.30
97	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L97 S89°24'28"W 155.30
98	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L98 S89°24'28"W 155.30
99	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L99 S89°24'28"W 155.30
100	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L100 S89°24'28"W 155.30
101	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L101 S89°24'28"W 155.30
102	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L102 S89°24'28"W 155.30
103	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L103 S89°24'28"W 155.30
104	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L104 S89°24'28"W 155.30
105	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L105 S89°24'28"W 155.30
106	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L106 S89°24'28"W 155.30
107	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L107 S89°24'28"W 155.30
108	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L108 S89°24'28"W 155.30
109	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L109 S89°24'28"W 155.30
110	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L110 S89°24'28"W 155.30
111	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L111 S89°24'28"W 155.30
112	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L112 S89°24'28"W 155.30
113	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L113 S89°24'28"W 155.30
114	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L114 S89°24'28"W 155.30
115	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L115 S89°24'28"W 155.30
116	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L116 S89°24'28"W 155.30
117	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L117 S89°24'28"W 155.30
118	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L118 S89°24'28"W 155.30
119	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L119 S89°24'28"W 155.30
120	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L120 S89°24'28"W 155.30
121	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L121 S89°24'28"W 155.30
122	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L122 S89°24'28"W 155.30
123	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L123 S89°24'28"W 155.30
124	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L124 S89°24'28"W 155.30
125	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L125 S89°24'28"W 155.30
126	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L126 S89°24'28"W 155.30
127	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L127 S89°24'28"W 155.30
128	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L128 S89°24'28"W 155.30
129	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L129 S89°24'28"W 155.30
130	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L130 S89°24'28"W 155.30
131	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L131 S89°24'28"W 155.30
132	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L132 S89°24'28"W 155.30
133	90°00'00"	25.00	25.00	S45°05'20"E	35.36	L133 S89°24'28"W 155.30
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KING'S LANDING

LOCATED IN THE CITY OF PORT ORANGE, SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.



PLAT BOOK

PAGE

- GENERAL NOTES
1. MONUMENTATION
 - a. DENOTES A PERMANENT REFERENCE MONUMENT, A 4"X4" CONCRETE MONUMENT WITH BRASS DISC MARKED "PM 18 1875", UNLESS OTHERWISE NOTED.
 - b. DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A BRASS DISC MARKED "PM 18 18475" UNLESS OTHERWISE NOTED.
 - c. DENOTES A FOUND SECTION CORNER WITH A CERTIFIED CORNER RECORD MARKED AS SHOWN.
 - d. DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
 - e. DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
 2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 3. ACCURACY
 - a. THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:150,000.
 - b. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 4. BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.
 5. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 1983-11-13-3083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN ALTHOUGH BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THESE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 7. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, VEHICLE ACCESS CONTROL, LANDSCAPE BUFFER, MAINTENANCE, GOVERNMENT AND EMERGENCY SERVICES, AND TEMPORARY ACCESS EASEMENTS GRANTED HEREON.
 8. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
 9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
 10. TREE CONSERVATION EASEMENTS AS SHOWN ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DEPRECIATING TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEW, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF KIDS, BRIGATOR AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
 11. BUILDING SETBACK REQUIREMENTS:
 - a. FRONT STREET FRONTAGE: 40 FEET
 - b. SIDE: 15 FEET
 - c. REAR: 30 FEET
 12. LOT COVERAGE REQUIREMENTS:
 - a. MINIMUM OPEN SPACE: 10%
 - b. MAXIMUM BUILDING COVERAGE: 20%
 13. THE COMMON AREAS GRANTED TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
 14. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT. AS DEPICTED ON THE DRAINAGE MAINTENANCE PLAN APPROVED BY THE CITY OF PORT ORANGE, FLORIDA, SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO PERFORM THE MAINTENANCE AND DESIGNATED COMMON AREAS AND DESIGNATED COMMON AREAS. THE ASSOCIATION SHALL BE ENTITLED TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD IN PROPERTY THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS DETERMINED BY THE CITY OF PORT ORANGE. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM SHALL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT.
 15. STORMWATER RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH DEEDS OF ACCESS, EASEMENTS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORMWATER, GROUNDWATER WATER AS DETERMINED APPROPRIATE IN THE DISCRETION OF THE CITY.
 16. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS.
 17. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK PAGE THROUGH OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK PAGE THROUGH OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 19. TRACT "A" (FUTURE DEVELOPMENT) IS TO BE OWNED AND MAINTAINED BY COVENANT PARTNER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.
 20. TRACT "A" IS DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 21. TRACT "A" IS DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 22. TRACT "A" IS DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 23. TRACTS 1 AND 2 SHALL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND STORMWATER DRAINAGE.

LEGEND

ADJUGE	- ACCESS, DRAINAGE, UTILITY, GOVERNMENT AND EMERGENCY SERVICES EASEMENT	PB	- PLAT BOOK
CCR	- CERTIFIED CORNER RECORD	PC	- POINT OF CURVATURE
CM	- CENTERLINE SYMBOL	PI	- POINT OF INTERSECTION
DA	- CONCRETE MONUMENT	POB	- POINT OF BEGINNING
LA	- DELTA / CENTRAL ANGLE	POL	- POINT ON LINE
DE	- DRAINAGE ESMT	PRC	- POINT OF REVERSE
DUM	- DRAINAGE MAINTENANCE AND ACCESS EASEMENT	PRM	- PERMANENT REFERENCE MONUMENT
DUM	- DRAINAGE, UTILITY AND MAINTENANCE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
ESMT	- EASEMENT	PT	- POINT OF TANGENCY
FND	- FOUND	R	- RADIUS
LB	- LICENSED BUSINESS	(R)	- RADIAL
LBE	- LANDSCAPE BUFFER EASEMENT	R/W	- RIGHT-OF-WAY
NABD	- NAIL & DISC	SF	- SQUARE FEET
(NR)	- NON-RADIAL	(T)	- TOTAL
NT	- NON-TANGENT	TCE	- TREE CONSERVATION ESMT
NTS	- NOT TO SCALE	VAC	- VEHICLE ACCESS CONTROL
ORB	- OFFICIAL RECORDS BOOK		

CURVE CHART				LINE CHART			
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	NO.	BEARING
C1	51°07'09"	95.00'	84.76'	N64°27'17"E	81.98'	L1	S89°59'08"E
C2	18°13'30"	95.00'	25.90'	N89°46'30"E	25.81'	L2	S00°27'42"E
C3	23°07'41"	180.00'	72.64'	N11°06'30"E	72.15'	L3	S00°27'17"E
C4	50°38'38"	95.00'	83.97'	S25°46'59"E	81.36'	L4	N58°50'49"E
C5	38°41'59"	180.00'	86.42'	N4°11'40"E	95.30'	L5	N89°27'59"E
C6	30°37'09"	180.00'	96.19'	N74°09'24"E	95.05'	L6	S89°32'48"W
C7	90°00'00"	25.00'	39.27'	S44°59'08"E	35.36'	L7	S89°32'48"W
C8	67°20'39"	70.00'	62.28'	N56°20'32"E	77.62'	L8	N89°32'48"E
C9	23°07'41"	155.00'	62.55'	N11°06'30"E	62.17'	L9	N89°32'48"E
C10	48°11'13"	25.00'	21.09'	N64°27'17"E	20.41'	L10	S00°16'25"E
C11	186°22'48"	50.00'	162.64'	N44°32'48"E	99.85'	L11	S86°34'08"W
C12	48°11'13"	25.00'	21.09'	S66°21'30"E	20.41'	L12	S41°54'46"W
C13	90°00'00"	25.00'	39.27'	S44°32'48"W	35.36'	L13	S89°27'59"W
C14	90°00'00"	25.00'	39.27'	S45°27'17"W	35.36'	L14	S00°16'25"E
C15	90°00'00"	25.00'	39.27'	S44°32'48"W	35.36'	L15	S89°27'59"W
C16	23°07'41"	205.00'	62.74'	S11°06'30"E	62.17'	L16	S72°02'53"E
C17	17°46'30"	25.00'	21.39'	S41°17'02"E	30.01'	L17	N37°48'56"E
C18	50°38'38"	120.00'	106.07'	S25°46'59"E	102.65'	L18	N37°48'56"E
C19	50°38'38"	70.00'	61.87'	N25°46'59"E	59.88'	L19	N37°48'56"E
C20	69°49'43"	25.00'	30.47'	N86°01'09"W	28.62'	L20	S89°32'48"W
C21	90°00'00"	120.00'	64.82'	S74°27'26"W	64.03'	L21	N51°06'17"W
C22	90°00'00"	25.00'	39.27'	S45°00'52"W	35.36'	L22	N38°53'43"E
C23	89°02'57"	25.00'	17.04'	N19°58'40"W	16.71'	L23	S51°06'17"E
C24	09°08'26"	25.00'	3.99'	N44°N42°27"W	3.98'	L24	S51°06'17"E
C25	89°11'30"	50.00'	77.83'	N64°02'45"W	70.21'	L25	S38°53'43"E
C26	97°11'15"	50.00'	84.81'	N89°08'13"E	75.00'		
C27	26°40'42"	730.00'	339.91'	S33°47'13"E	336.84'		
C28	18°03'36"	730.00'	229.99'	S56°09'07"E	229.04'		
C29	45°15'14"	50.00'	39.49'	N22°10'25"E	38.47'		
C30	44°44'46"	50.00'	39.05'	N07°10'25"E	38.09'		
C31	28°45'28"	31.00'	16.06'	S29°02'25"E	15.89'		
C32	168°19'33"	43.00'	127.08'	N80°12'32"E	85.63'		
C33	67°20'39"	95.00'	113.66'	N58°03'21"E	605.34'		
C34	26°22'40"	205.00'	94.38'	N72°02'10"E	93.55'		
C35	04°14'39"	205.00'	15.18'	N87°07'44"E	15.17'		
C36	02°10'55"	730.00'	27.80'	S21°32'19"E	27.80'		
C37	05°25'38"	730.00'	63.22'	S45°00'28"E	69.19'		
C38	17°21'13"	730.00'	221.10'	S56°50'03"E	220.25'		
C39	42°08'14"	250.00'	183.86'	S21°11'19"E	179.74'		
C40	05°32'47"	250.00'	30.02'	S40°10'48"E	30.02'		
C41	40°58'59"	250.00'	178.82'	S69°57'42"E	175.03'		
C42	19°45'49"	730.00'	251.78'	S32°30'37"E	250.14'		
C43	15°08'47"	70.00'	18.50'	S82°26'28"W	18.45'		
C44	S21°11'52"	70.00'	63.77'	S48°46'09"W	61.59'		
C45	02°22'41"	25.00'	2.35'	N19°58'52"E	2.35'		

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.Accurightsurveys.net
ACCU@Accurightsurveys.net
PHONE: (407) 894-6314
SHEET 3 OF 3

KING'S LANDING - PHASE 1

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

CITY PROJECT ID: 16-50000004

RECEIVED
3-2-17
CITY OF PORT ORANGE
Community Development

REVISED



ORMOND BEACH
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32132
(888) 677-2482 FAX (888) 677-2505

EDGEWATER
300 INTERCHANGE BLVD., STE. C
EDGEWATER, FL 32132
(888) 677-2482 FAX (888) 677-2505

OWNER/
DEVELOPER:

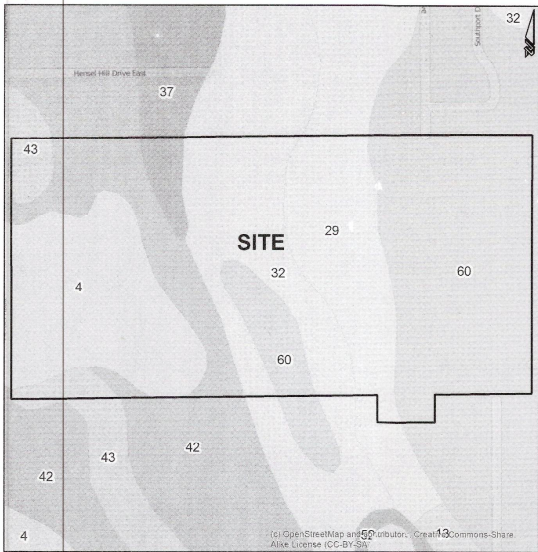
COVENTRY PARTNERS, LLC
1474A W 84TH ST
HIALEAH, FL 33014
386-527-3943
321-747-0404 (FAX)
CONTACT: FRANK COSTA
FCOSTA@LIBERTYFLA.COM

ENGINEER/PLANNER:

ZEV COHEN & ASSOC., INC.
300 INTERCHANGE BLVD
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY M. HUDAK, P.E.
RHUDAK@ZEVCOHEN.COM

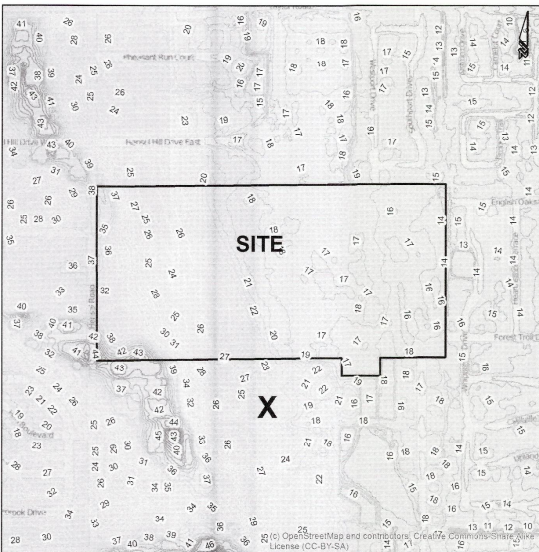
SURVEYOR:

ACCURIGHT SURVEYS
2012 E. ROBINSON ST.
ORLANDO, FL 32803
(407) 894-6314
(407) 894-3777 (FAX)



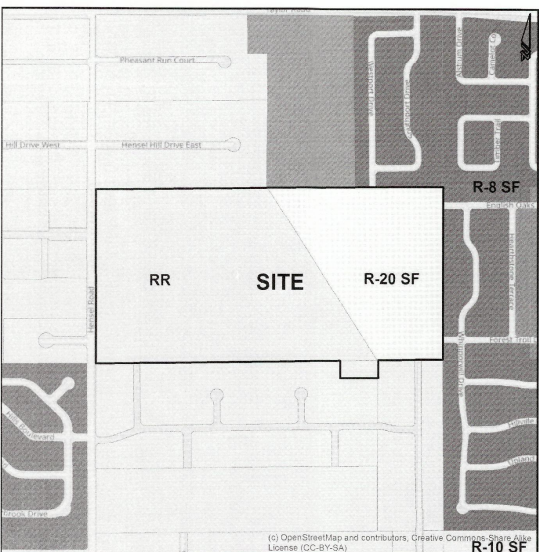
SOILS MAP

SOIL MAP NUMBER	SOIL NAME	HYDROLOGIC GROUP
4	ASTATULA FINE SAND	A
13	CASSIA FINE SAND	C
29	IMMOKALEE FINE SAND	A/D
32	MYAKKA FINE SAND	A/D
37	ORSINO FINE SAND, 0 TO 5% SLOPES	A
42	PAOLA FINE SAND, 0 TO 8% SLOPES	A
43	PAOLA FINE SAND, 8 TO 17% SLOPES	A
52	POMPANO FINE SAND	A/D
60	SMYRNA FINE SAND	A/D



FLOOD ZONE & LIDAR MAP

FLOOD MAP NUMBER 12127C0507H
EFFECTIVE ON 02/19/2014

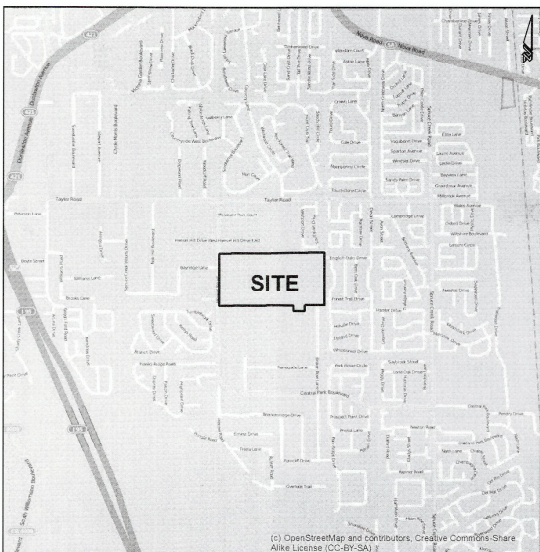


ZONING MAP

EXISTING ZONING:
ADOPTED FUTURE LAND USE:

PROPOSED ZONING:

RR/R-20 SF
RURAL TRANSITIONAL
(0-2 UNITS/ACRE)
SUBURBAN RESIDENTIAL
(2-4 UNITS/ACRE)
PUD



VICINITY MAP

LEGAL DESCRIPTION

PARCEL 1
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, FSS AND EXCEPT THE WEST 30 FEET FOR HENSEL ROAD.

AND

PARCEL 2
A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SEMINOLE WOODS, PHASE I, AS RECORDED IN MAP BOOK 41, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST, THEN BEARING BASIS OF THIS DESCRIPTION ALONG THE WEST BOUNDARY OF THE HAMLET SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 36, PAGE 98 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1322.28 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 48 MINUTES 46 SECONDS WEST A DISTANCE OF 512.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, A DISTANCE OF 290.14 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST, A DISTANCE OF 290.14 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 27, ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,324.97 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2641,

SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2641, PAGE 2642, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 89°37'07" E ALONG SAID NORTH LINE, A DISTANCE OF 2,671.22 FEET TO THE SOUTHWEST CORNER OF LOT 33, RAINBOW SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 16°25' E ALONG SAID EAST LINE, A DISTANCE OF 1,321.61 FEET TO THE SOUTHWEST CORNER OF PARCEL "B", BENT OAK SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 66, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°33'46" W ALONG SAID SOUTH LINE A DISTANCE OF 512.21 FEET TO THE NORTHWEST CORNER OF TRACT "C", BROKEN BOW ESTATES, AS RECORDED IN PLAT BOOK 49, PAGES 126 AND 127, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00°08'52" W ALONG THE WEST LINE OF SAID TRACT "C", A DISTANCE OF 150.06 FEET TO THE NORTHEAST CORNER OF TRACT "C", ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89°37'23" W ALONG THE NORTH LINE OF SAID ROLLING HILLS ESTATES PHASE 2, A DISTANCE OF 289.93 FEET TO THE NORTHWEST CORNER OF LOT 30, SAID ROLLING HILLS ESTATES PHASE 2, SAID POINT BEING A POINT ON THE EAST LINE OF LOTS 12, SAID ROLLING HILLS ESTATES PHASE 2; THENCE NORTH 00°08'51" E ALONG SAID EAST LINE AND THE EAST LINE OF LOT 13, SAID ROLLING HILLS ESTATES PHASE 2, A DISTANCE OF 149.98 FEET TO THE NORTHEAST CORNER OF LOT 13, SAID ROLLING HILLS ESTATES PHASE 2, SAID POINT BEING A POINT ON SAID SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21; THENCE SOUTH 89°32'48" W ALONG SAID SOUTH LINE, A DISTANCE OF 1,875.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,582,585 SQUARE FEET OR 82.245 ACRES MORE OR LESS.

SITE DATA TABLE*

PROGRAM DATA	AREA
TOTAL AREA	82.20 ACRES
TOTAL AREA - PHASE 1	32.15 ACRES
TOTAL R/W AREA - PHASE 1	3.16 ACRES
TOTAL LOT AREA - PHASE 1	19.09 ACRES
TOTAL STORMWATER AREA - PHASE 1	8.53 ACRES
TOTAL NATURAL PRESERVATION AREA	13.68 ACRES
TOTAL LOTS PROPOSED - PHASE 1	19 LOTS
PARCEL NUMBERS:	6321-00-00-0071 6321-00-00-0074

SHEET INDEX:

SHEET NO.	DESCRIPTION
C1	COVER SHEET
C2-C3	CONSTRUCTION NOTES
C4	OVERALL DEVELOPMENT PLAN
C5	EROSION CONTROL PLAN
C6-C9	GEOMETRY, STRIPING & SIGNAGE PLAN
C10-C13	PAVING, GRADING, DRAINAGE PLAN
C14-C17	UTILITY PLAN
C18	PLAN & PROFILE KEY MAP
C19-C22	PLAN & PROFILE
C23-C28	CONSTRUCTION DETAILS
TP1-TP7	TREE PROTECTION PLANS
LA1-LA3	LANDSCAPE PLAN & DETAILS
IR1-IR2	IRRIGATION PLAN & DETAILS



KING'S LANDING PHASE 1 FINAL ENGINEERING PLANS COVER SHEET

PROJECT NO:	15082X
ISSUE DATE:	10-19-16
DESIGNED BY:	RHMG
DRAFTED BY:	RMH
CHECKED BY:	RMH
DRAWING FILE:	15082X-COV.DWG
SHEET:	1
NOT VALID WITHOUT SEAL	
RANDY M. HUDAK, P.E. NO. 69533	
SCALE:	AS SHOWN
SHEET:	C1 OF 28

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE SOODED OR SEEDED AND MULCHED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
4. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURES SHALL DETERMINE THE LENGTH OF PIPE.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECOPY COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
8. PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
9. ELECTRIC AND TELEPHONE SERVICES TO BE UNDERGROUND PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE.
10. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY.
11. MAINTENANCE IS TO INCLUDE:
 - A. BI-WEEKLY MOWING OF SLOPESIDES FOR VEGETATION CONTROL.
 - B. QUARTERLY INSPECTION AND/OR CLEANING OF CATCH BASINS TO KEEP FREE OF SAND AND DEBRIS.
12. ALL DISTURBED AREAS SHALL HAVE GRASS/VEGETATION ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
13. CONTACT THE TECHNICAL SERVICES BUREAU TO DETERMINE THE INSPECTIONS NEEDED FOR THIS FACILITY.
14. ALL REQUIRED FIRE LINES AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF CONSTRUCTION.
15. DURING CONSTRUCTION, ALL WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE APPARATUS.
16. NOTIFY THE CITY OF PORT ORANGE 48 HOURS PRIOR TO THE START OF CONSTRUCTION AT 386-736-5366. PLEASE SEND COPIES OF ALL TESTING REPORTS EXCEPT STRUCTURAL TO THE ENGINEERING DIVISION.
17. ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATION FROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT NOTED, ADOPTED STANDARDS SHALL APPLY.
18. ELEVATIONS ARE BASED ON NGVD 1929 DATUM.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES:

- THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL, BEST MANAGEMENT PRACTICES, FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".
- NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARCODED THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARBARRIES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DWP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UPRIVER STORY HABITAT, WHOEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
1. SPECIEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARBARRIES OR FENCING PRIOR TO CLEARING. BARBARRIES ARE TO BE SET AT THE DWP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARBARRIES.
 2. WHERE A CHANGE OF GRADE OCCURS AT THE DWP LINE OF A SPECIEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARBARRIES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, MATS, B/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARBARRIES. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMEDIATION OF DEVICES AS REQUIRED. EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE 1, SECTION 8 OF THE LAND DEVELOPMENT CODE.
 4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFORESAID LOCATIONS. THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS. THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC AS-BUILT CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
 5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING OTHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
 6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
 7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF FINISHING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOO, AS REQUIRED.
 8. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SOODING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
 9. ONCE AN AREA IS SEEDED OR SOODED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR SOOD. THIS OPTION MAY BE EMPLOYED.
 10. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.
 11. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.
 12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SOODED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
 14. A SIGNED, DATED, AND SEALED LETTER FROM A SOIL ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILL HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (CONT'D):

15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (88% FOR FANED AREAS AND 90% FOR BUILDING AREAS AND ALL OTHER AREAS AS PER APPROPRIATE STANDARDS (LATEST EDITION).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 100 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT LIFTED INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPIILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE AT A MINIMUM. STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATION COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO MET RETENTION POND, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED AT STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN ROCKED AREAS SHALL HAVE A P_r RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF LICES AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES:

- ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS II REINFORCED CONCRETE. PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W. PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
 - A. 12" AND 18" POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO M71, ASTM D3330 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER.
 - B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
 2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE EXTERIALLY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 2" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO ACCEPT ONE ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
 3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1' FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
 4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
 5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDED THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH THE CITY'S DESIGNATED SITE INSPECTOR. TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.
 6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF DESIGN STORMS OF 45 MPH AND LESS WITHOUT THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LENGTH ADJACENT TO THE INLET. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN FLOODING OF WATER ADJACENT TO THE INLET.
 7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET (4') MINIMUM TO TWELVE FEET (12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL).
 8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT UNION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND AT A FLOWING MAINING'S "1" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
 9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE).
 10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
 11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
 12. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SOINMERS FOR WETLANDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL, AND 4" ABOVE THE OVERFLOW FOR DRY POND. THE SHALLOW BOTTOM SHALL BE 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMINGS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUFFICIENT TO PREVENT DEFLATION.
 13. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
 14. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GRADIENT MONITORING DURING THE LAKE EXCAVATION.
 15. ADEQUATE PAVEMENT EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
 16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-UP DATA (OVERFLOW, BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
 17. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEVIATION IS NOT REQUIRED.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DRAINAGE PERMITS THAT MAY BE REQUIRED.
 19. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING ROADWAY-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITH NO FLOODING ADJACENT PROPERTY OR SURROUNDING THE ROAD.
 20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SURVING PERMIT AND THE MPDS PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
 21. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
 22. SPECIFY MAXIMUM UN-GRASSSED AREA AFTER 30 DAYS GROW IN PERIOD AS A 50. FT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

- ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SOODED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SEEDED. THE CITY RESERVES THE RIGHT TO REQUIRE SEEDED IN SPECIAL AREAS WHERE SOIL EROSION IS A CONCERN.
 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE & PROFILE	GRADES	PROTECTION REQUIRED
0.2 % - 1.0 %	1.0 % - 4.0 %	GRASSING AND MULCHING
1.0 % - 4.0 %	4.0 % AND GREATER	GRASSING AND MULCHING
		DITCH PAVING
 3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT ITS DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECT TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
 4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
 5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
 6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
 7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY-FOUR (94) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
 8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT RIGHT AND AT CENTER LINE OF THE ROADWAY. FOR SITE PLANS, TESTS SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED SUBBASE OR PORTIONS THEREOF.
 9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98 DENSITY PER PROCTOR METHOD. TESTS SHALL BE DONE IN CONFORMANCE WITH SECTION 270 OF STANDARD F.O.D.T.
 10. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), RECYCLED CONCRETE OR RECYCLED CONCRETE BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
 11. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION.
 12. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, UNLABELED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
 13. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.
 14. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
 15. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICAL CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.O.D.T.
 16. SOIL CEMENT PAVEMENT BASES WITH THE CURE CLOT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE).
 17. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 80% CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM OF 3 % OF WATER SENSITIVE FINE MATERIAL, LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON-PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERRY OR OTHER EXTENSIVE HARD PIECES, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL OF A CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE RECYCLED MATERIAL SHALL PASS A NO. 100 SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMITY WITH THE MINIMUM LBR VALUES ARE TO BE NOT LESS THAN 130. COARSE AGGREGATE USED IN THE RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF ASS. PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.O.D.T., STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
 18. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE SEASONAL HIGH GROUNDWATER TABLE AS DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER. THE CITY'S DESIGNATED SITE INSPECTOR SHALL BE NOTIFIED OF THE USE OF RECYCLED CONCRETE BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE ADJACENT CONCRETE OR LIMEROCK. THE MATERIAL SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.
 19. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NOT LESS THAN 10 WORKING DAYS PRIOR TO CONSTRUCTION. SUBMITTALS SHALL INCLUDE, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBBASE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES AS WELL AS SIMILAR INFORMATION FOR ALL OTHER CONCRETE, LIMEROCKS, CURBING, AND OTHER CONSTRUCTIBLE STRUCTURES AND APPLICATIONS.
 20. ALL WEARING COURSE HOT MIX AGGREGATES SHALL BE VIRGIN MATERIAL. THE USE OF RECYCLED ASPHALT MATERIAL (RAP) IN WEARING COURSE MIXES IS NOT ALLOWED.
 21. EXTRACT AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR EVERY 2500 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT THE MIXTURE MEETS THE CITY'S STANDARD SPECIFICATIONS.
 22. FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A COMPACTION TEST. ASPHALT PAVEMENT SHALL BE COMPACTED TO 98% DENSITY PER PM 1-1226 (METHOD B), NUCLEAR DENSITY TEST, "BACSGASSER METHOD".
 23. IN ADDITION TO THE FIELD DENSITY TESTS NOTED, THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOILS ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DESIGNATE THE LOCATIONS OF THE TEST CORE LOCATIONS.
 24. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
 25. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.3%. THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS. AT A MINIMUM, DESIGN ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND 10' INTERVALS ALONG THE ROADWAY PROFILE ON BOTH THE DESIGN PLANS AND AS-BUILT DRAWINGS.
 26. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE CURB FOR CURBS COLLECTING AND CONVEYING STORMWATER.
 27. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH 3000 P.S.I. CONCRETE AT 28 DAYS. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE SAW CUT WITHIN 4 TO 18 HOURS OF PLACEMENT. SAW CUTS SHALL BE 1/4" IN WIDTH TO A DEPTH OF 1/4" OF THE TOTAL DEPTH OF CONCRETE OR 1-1/2" IF THE WIDTH IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS.
 28. AT STREET INTERSECTIONS, RADIOUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS, ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE-HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH.
 29. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
 30. A "Y" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
 31. A "T" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
 32. A "T" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL POTABLE WATER SERVICES.
 33. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED (1 IN 14 DAYS AND 1 IN 28 DAYS) FOR SURFACE AND SPLITTING TENSILE STRENGTH. THE CITY'S DESIGNATED SITE INSPECTOR SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.
 34. IF AN APPROVED SUBDIVISION PLAN OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINE TO THE CONSERVATION BOUNDARIES ON THE AS-BUILT DRAWING. THE CITY'S DESIGNATED SITE INSPECTOR OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAY RECORDING OR CERTIFICATE OF OCCUPANCY.
 35. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBDIVISIONS SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL WITHOUT DISRUPTION BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WILL BE REQUIRED FOR CITY REVIEW AND APPROVAL.
 36. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTRY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, THE MAINTENANCE OF TRAFFIC (MUTCD) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR (CERTIFIED) BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FOOT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONT'D):

37. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTRY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS.
38. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
39. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3)
40. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3)
41. STANDARD TURNING RADI FOR INTERSECTIONS:

RESIDENTIAL STREETS WITH STATE & COUNTRY ROADWAYS	35-60 FT.
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.
SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) DETERMINE THAT LARGER RADII ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADII SHALL PREVAIL.	
42. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM.
44. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION FOR PORT ORANGE TO THE TYPE OF WORK BEING PERFORMED.
45. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.
46. UTILITY DEPTH:
 - A. UNDERGROUND UTILITIES SUCH AS POWER (ELECTRIC, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
 - B. LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH.
 - C. IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS, AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PIPE (PRESSURE CLASS 300 OR CONCRETE) CANCEMENT MAY BE USED AS APPROVED BY THE CITY'S PUBLIC UTILITIES DEPARTMENT.
47. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

REQUIREMENTS FOR AS-BUILT DRAWINGS:

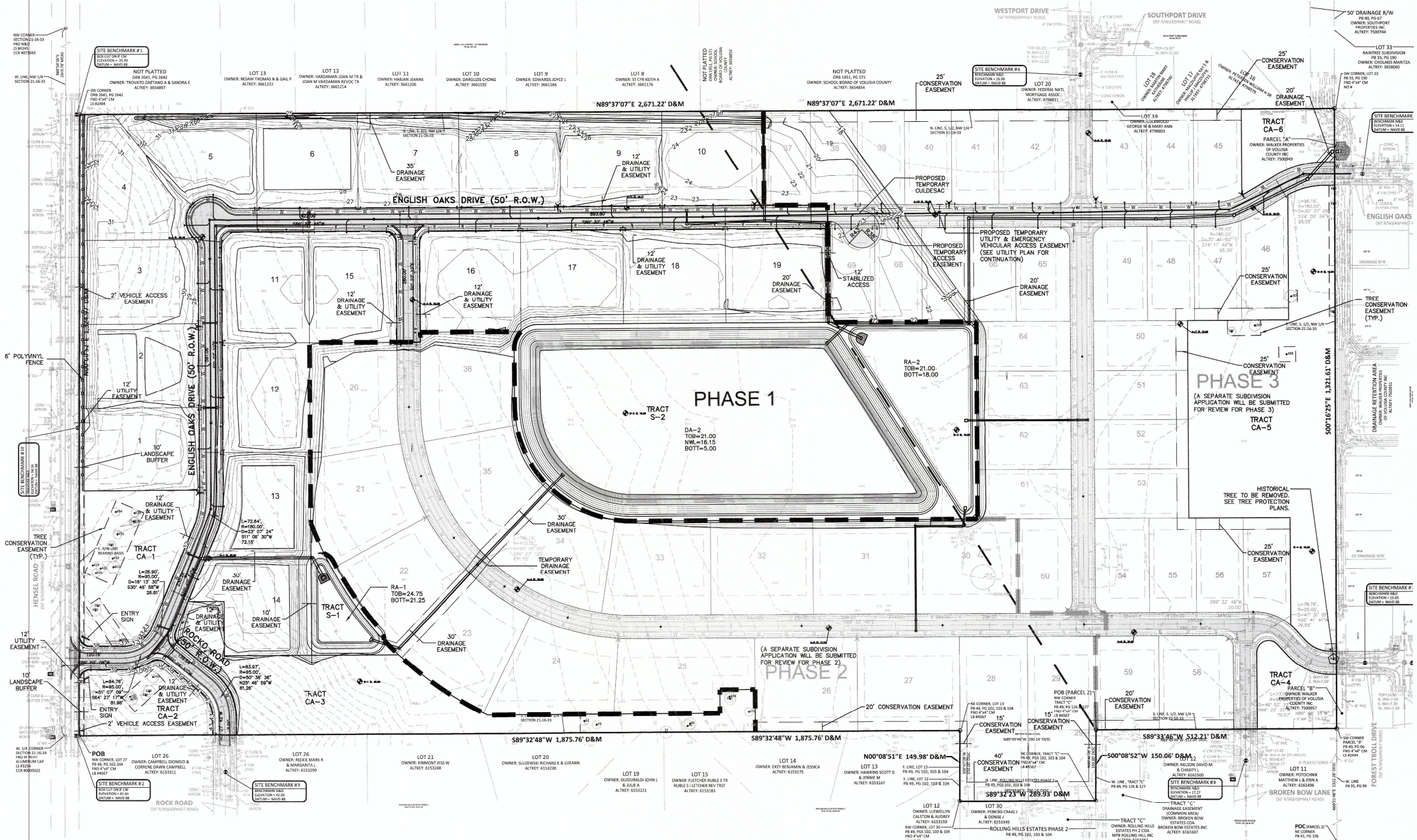
- IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATORY REQUIREMENTS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS:
1. INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER SANITARY SEWER LINES. PLAN SHEETS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL.
 2. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. FOR SUBDIVISIONS, APPROPRIATE AND CORRESPONDING CONFORM PAVING LIMITS (ON SITE PLANS).
 3. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
 4. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS, STREET CENTERLINE AND CURB INVERT. ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE. IN THE EVENT THAT THE AS-BUILT CENTERLINE PROFILE DOES NOT MEET THE CITY'S MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY SHALL BE RECORDED. THE INFORMATION SHALL BE RECORDED AND VERIFIED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
 5. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
 6. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 7. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS AS-BUILT INFORMATION.
 8. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE ACCURACY OF THE INFORMATION SHALL BE RECORDED AND CLEARLY INDICATED AS AS-BUILT INFORMATION. ELEVATIONS 100 FEET AT THE TOP OF BANK AND TOP OF SLOPE WILL BE REQUIRED. RECORDED ELEVATIONS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY DEPICT DOWN THESE FEATURES ON THE ROADWAY CENTERLINE AND ADJACENT LOTS. WHERE POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
 9. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONED TO THE CENTERLINE OF THE RETENTION AREA. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
 10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WIRE STRUCTURES AND OVERFLOW DEVICES SHALL BE NOTED ON THE AS-BUILT DRAWING.
 11. STORM DRAINAGE SCALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SLOPE SLOPES SHALL ALSO BE INDICATED.
 12. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 13. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC. SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
 15. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION NOTICED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.
 16. CURB CUTS OR METAL TAPS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
 17. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. LOCATIONS OF VALVES, TEES AND CROSSES SHALL BE TIED TO (3) TIED TO PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION, AS NECESSARY.
 18. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES, AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
 19. FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
 20. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE NOTED AND DIMENSIONED.
 21. IF AN APPROVED SUBDIVISION PLAN OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINE TO THE CONSERVATION BOUNDARIES ON THE AS-BUILT DRAWING. THE CITY'S DESIGNATED SITE INSPECTOR OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAY RECORDING OR CERTIFICATE OF OCCUPANCY.
 22. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBDIVISIONS SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL WITHOUT DISRUPTION BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WILL BE REQUIRED FOR CITY REVIEW AND APPROVAL.

TRACT SUMMARY TABLE			
TRACT NUMBER	AREA (AC)	TRACT OWNERSHIP	MAINTENANCE RESPONSIBILITY
RDW	3.40	CITY OF PORT ORANGE	CITY OF PORT ORANGE
TRACT S-1	0.50	HDA	HDA
TRACT CA-3	2.71	HDA	HDA
TRACT S-2	9.20	HDA	HDA
TRACT CA-2	0.87	HDA	HDA
TRACT CA-1	1.73	HDA	HDA

LEGEND

- PROPERTY BOUNDARY
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LOT NUMBER
- PROPOSED SETBACK
- SPECIMEN TREE TO REMAIN

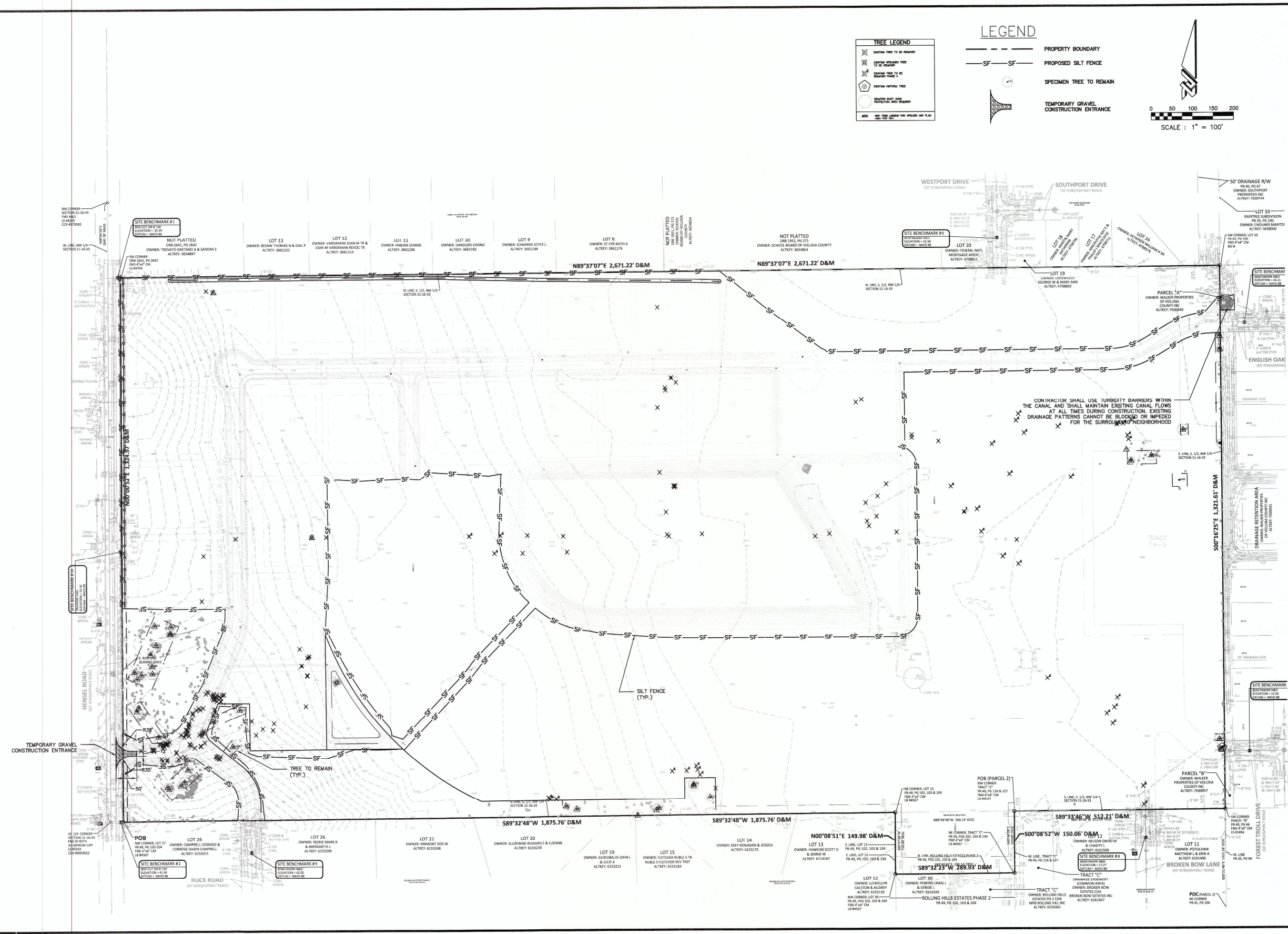
0 50 100 150 200
SCALE : 1" = 100'



ORMOND BEACH
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32136
(386) 677-2482 FAX (386) 677-2505
EDGEWATER
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32136
(386) 677-2482 FAX (386) 677-2505

KING'S LANDING PHASE 1 FINAL ENGINEERING PLANS OVERALL DEVELOPMENT PLAN

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-00P.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG
SCALE: 1"=100'
SHEET: C4 OF 28



TREE LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING TREE TO BE MAINTAINED
- EXISTING TREE TO BE MAINTAINED
- PROPOSED TREE TO BE MAINTAINED

NOTE: SEE TREE LEGEND FOR SPECIES AND PLANT

LEGEND

- PROPERTY BOUNDARY
- PROPOSED SILT FENCE
- SPECIMEN TREE TO REMAIN
- TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

0 50 100 150 200

SCALE : 1" = 100'

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EDGEWATER
1000 W. PALM BLVD., SUITE 100
EDGEWATER, FL 32132
(386) 677-2462 FAX (386) 677-2505

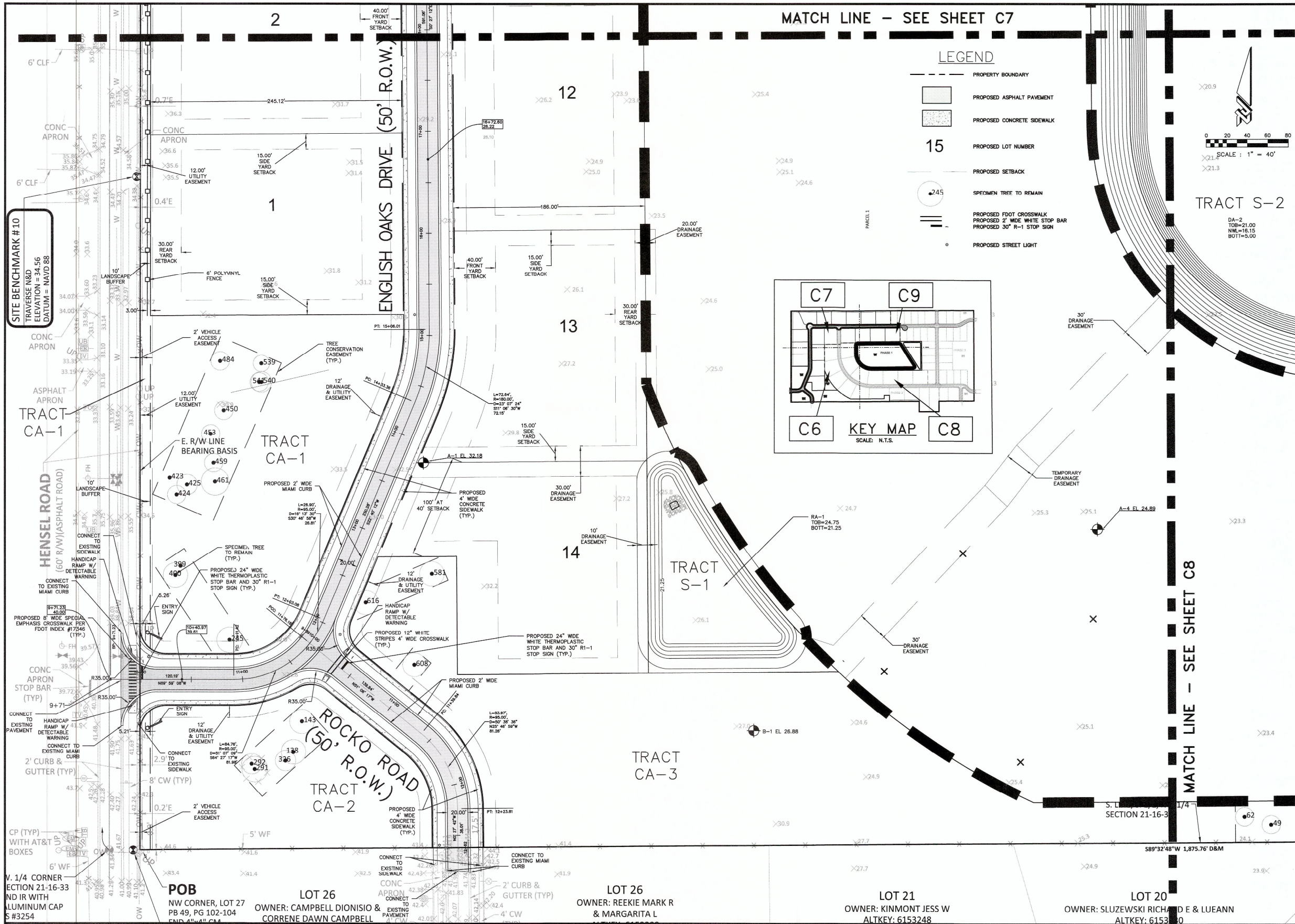
NO.	DATE	REVISIONS
1	10/19/16	ISSUED FOR CITY COMMENTS DATED 09/29/16
2	11/01/16	REVISED PER CITY COMMENTS DATED 11/01/16

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN

PROJECT NO.: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-ECP.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 65653

SCALE: 1"=100'
SHEET: C5 OF 28



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EDGEWATER
1740 AIRMARK ROAD
EDGEWATER, FL 32132
(386) 677-2482 FAX (386) 677-2505

NO.	DATE	REVISIONS
1	10/07/16	REVISION PER CITY COMMENTS DATED 09/26/16
2	11/09/16	REVISION PER CITY COMMENTS DATED 11/09/16

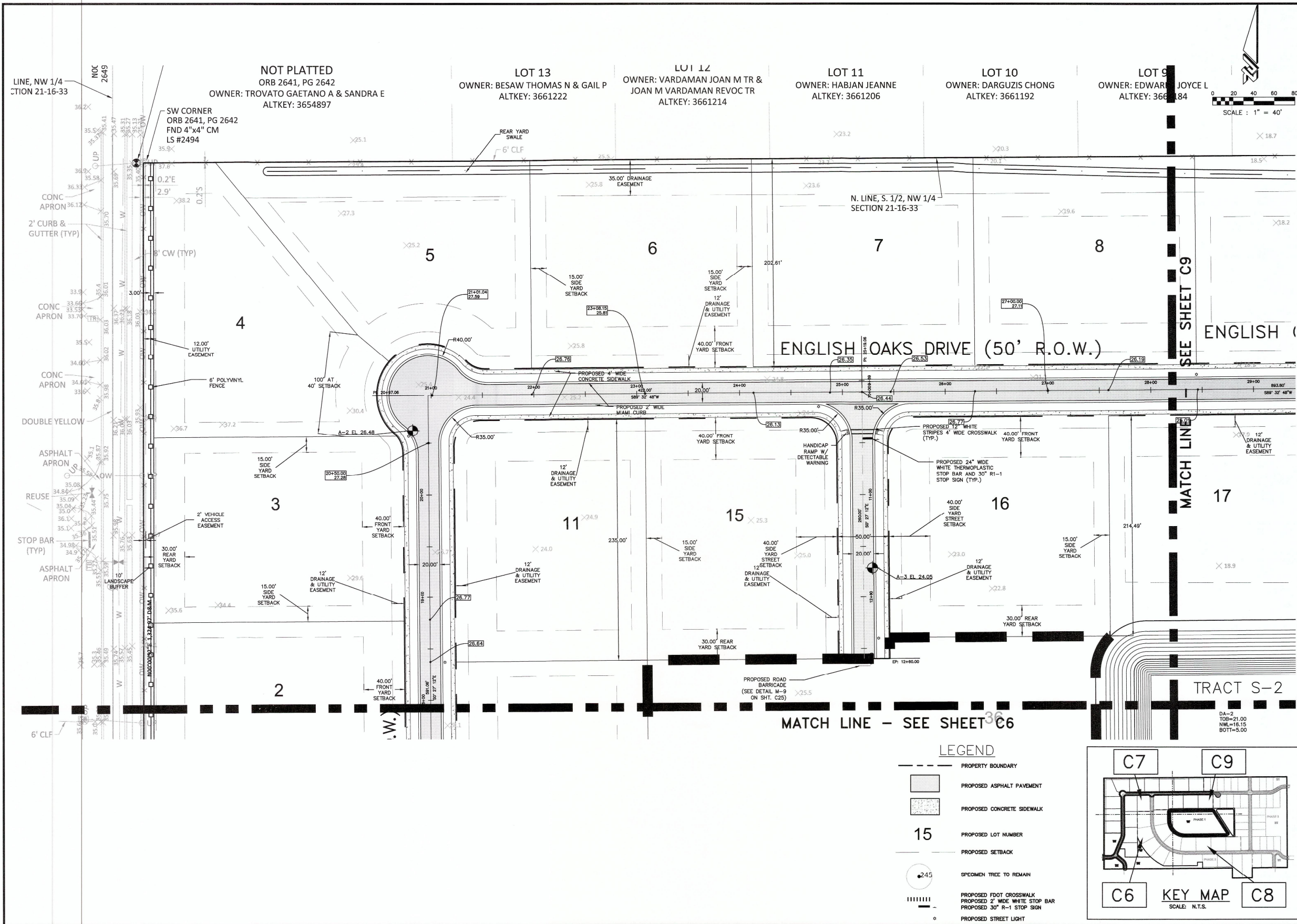
KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN

CITY OF PORT ORANGE
VOLusia COUNTY, FL

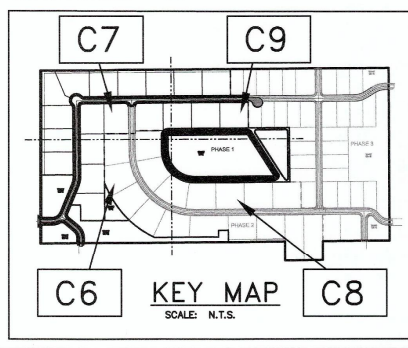
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ISSUE DATE	10-19-16
DESIGNED BY	RH/MG
DRAFTED BY	CM
CHECKED BY	RMH
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XREFS	15082X-BAS.DWG 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 66603

SCALE	1"=40'
SHEET	C6 OF 28



- LEGEND**
- PROPERTY BOUNDARY
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - 15 PROPOSED LOT NUMBER
 - PROPOSED SETBACK
 - 245 SPECIMEN TREE TO REMAIN
 - PROPOSED FDOT CROSSWALK
 - PROPOSED 2' WIDE WHITE STOP BAR
 - PROPOSED 30" R-1 STOP SIGN
 - PROPOSED STREET LIGHT



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EDGEWATER
1000 W. US HWY 1, STE. 100
EDGEWATER, FL 32132
(386) 677-2462 FAX (386) 677-2805

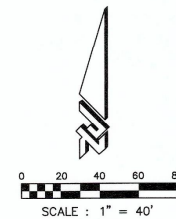
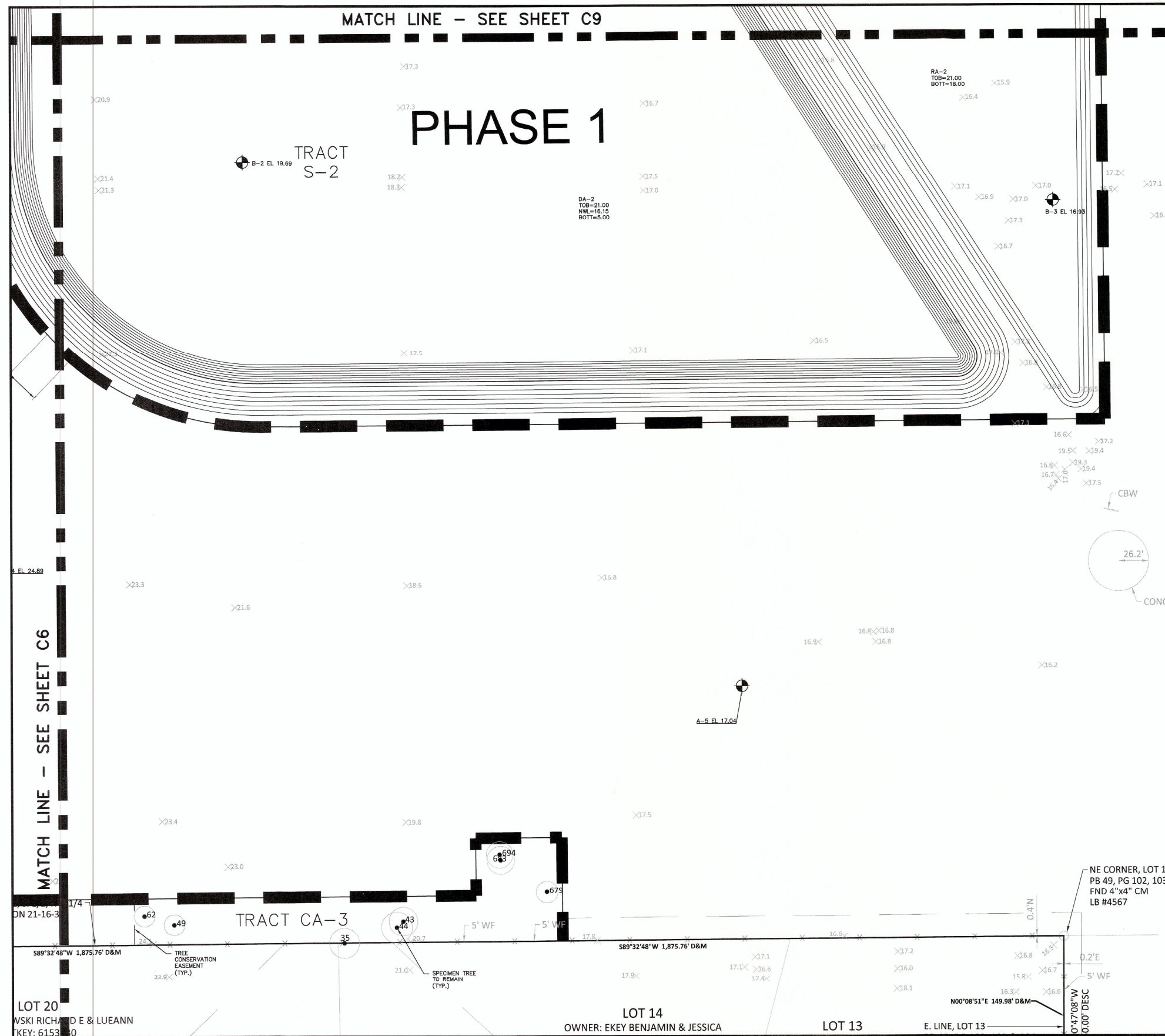
KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN

CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

PROJECT NO: 15082X
ISSUE DATE: 10-18-16
DESIGNED BY: RHMG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-SLP.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG

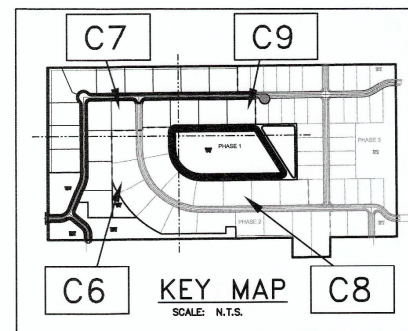
RANDY M. HUDAK, P.E. NO. 12407

SCALE: 1"=40'
SHEET: C7 OF 28



LEGEND

-
- PROPERTY BOUNDARY
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- 15
PROPOSED LOT NUMBER
- PROPOSED SETBACK
- 245
SPECIMEN TREE TO REMAIN
- PROPOSED FDOT CROSSWALK
PROPOSED 2' WIDE WHITE STOP BAR
PROPOSED 30' R-1 STOP SIGN
- PROPOSED STREET LIGHT



ORMOND BEACH
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2305

EDGEWATER
1840 AIRPARK ROAD
EDGEWATER, FL 32132
(386) 677-2482 FAX (386) 677-2505

[illegible]

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN**

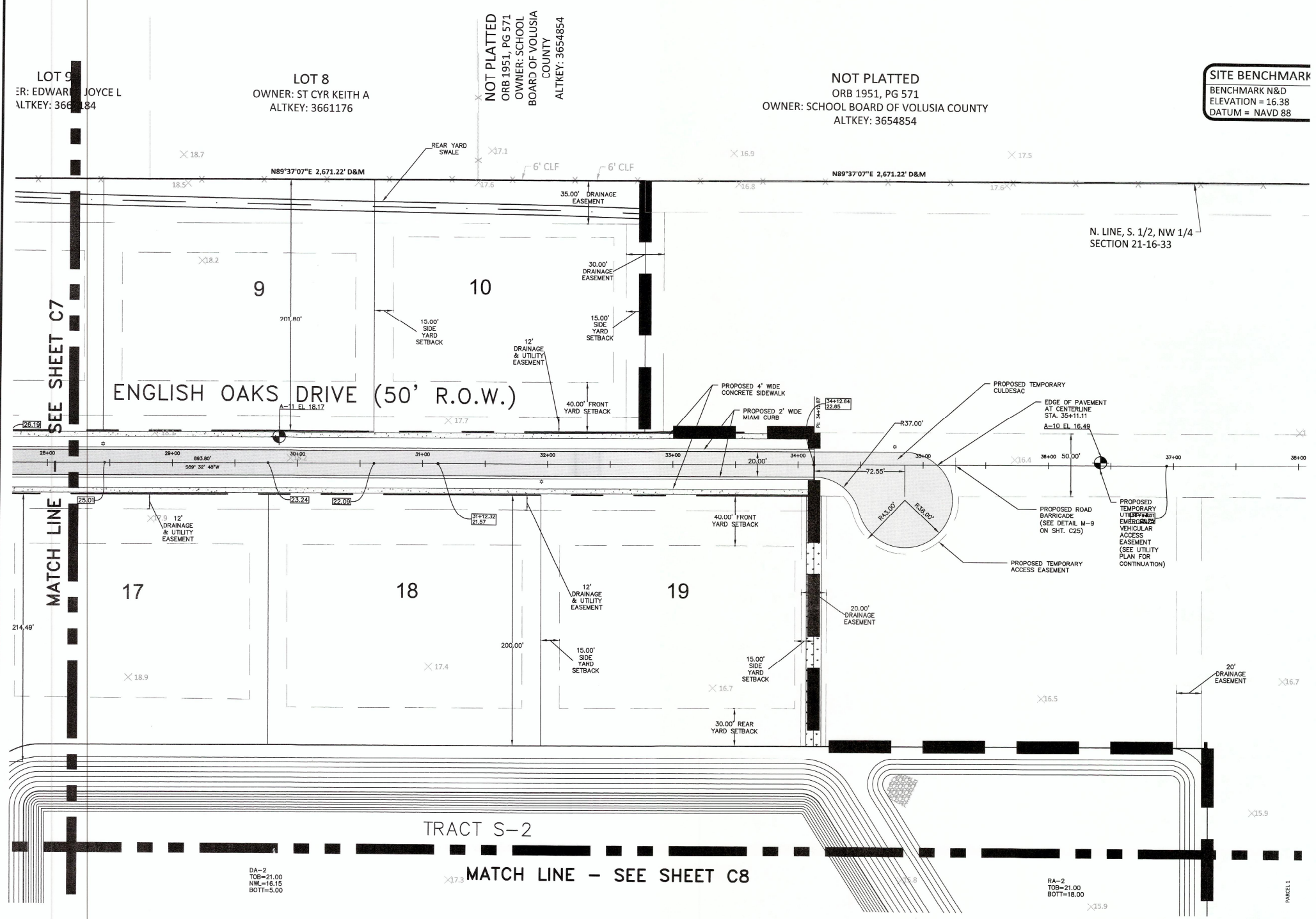
CITY OF PORT ORANGE
VOLusia COUNTY, FL

PROJECT NO:	15082X
ISSUE DATE:	10-19-16
DESIGNED BY:	RH/MG
DRAFTED BY:	CM
CHECKED BY:	RMH
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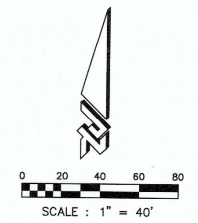


SCALE: 1"=40'

SHEET: C8 OF 2

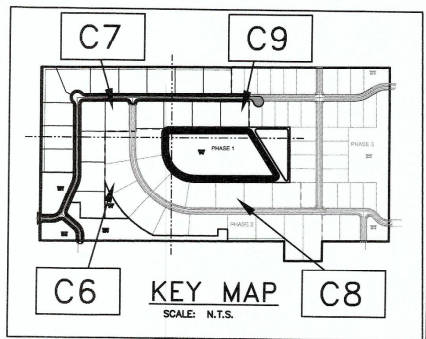


SITE BENCHMARK
BENCHMARK N&D
ELEVATION = 16.38
DATUM = NAVD 88



LEGEND

- PROPERTY BOUNDARY
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- 15 PROPOSED LOT NUMBER
- PROPOSED SETBACK
- 245 SPECIMEN TREE TO REMAIN
- PROPOSED FDOT CROSSWALK
- PROPOSED 2' WIDE WHITE STOP BAR
- PROPOSED 30" R-1 STOP SIGN
- PROPOSED STREET LIGHT



ZEV COHEN & ASSOCIATES, INC.
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PALM BEACH, FL 33480
(386) 877-2482 FAX (386) 877-2505

EDGEWATER
100 AIRPORT RD.
EDGEWATER, FL 32132
(386) 877-2482 FAX (386) 877-2505

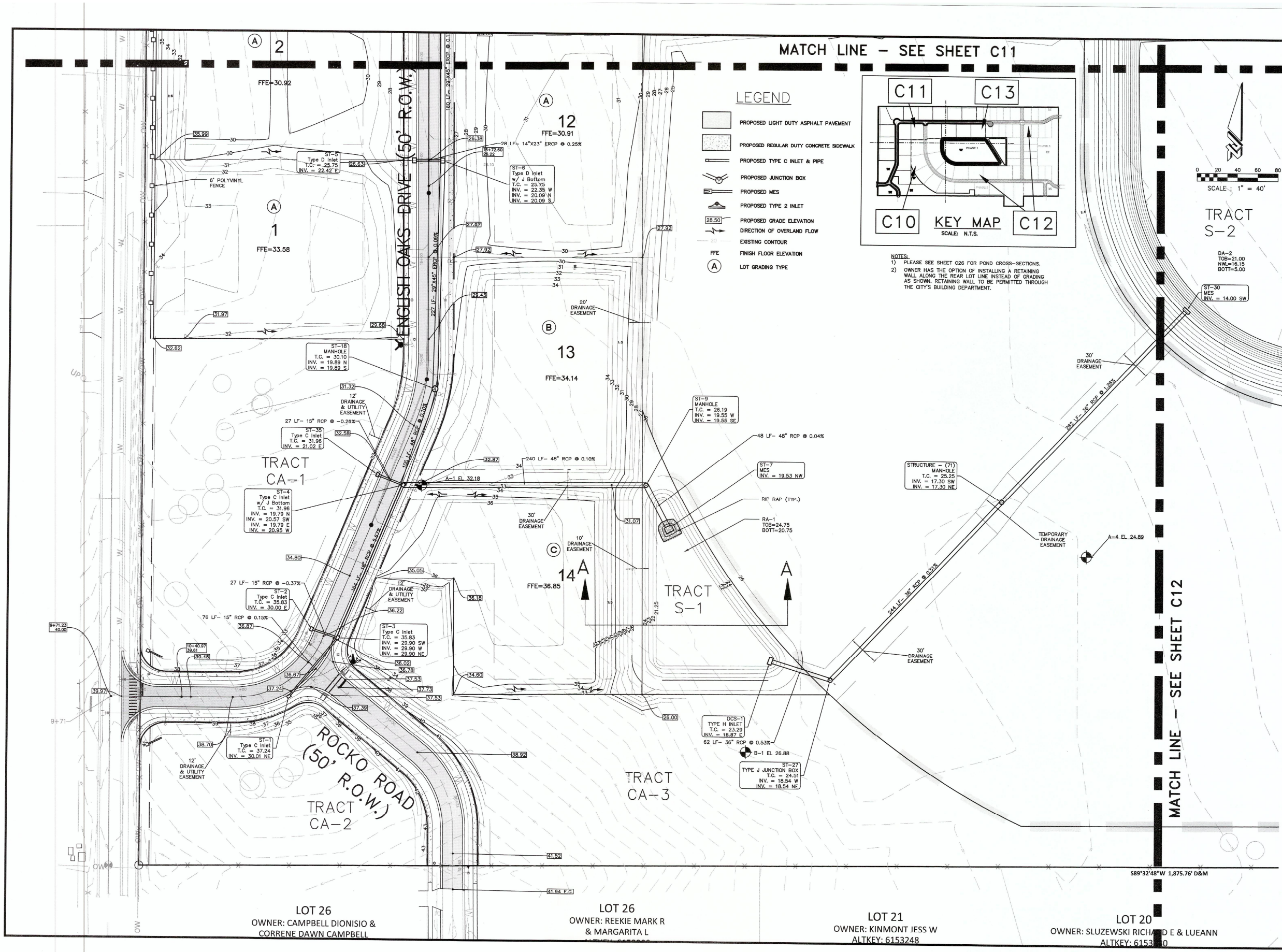
**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN**

CITY OF FORT ORANGE
VOLUSIA COUNTY, FL

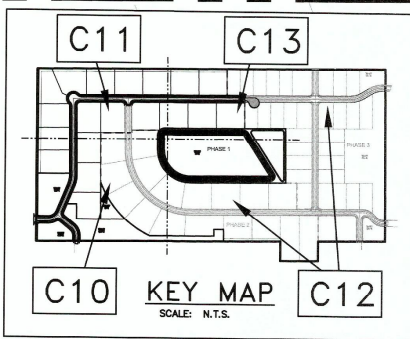
PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-SLP.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SUB.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 65563

SCALE: 1"=40'
SHEET: C9 OF 28



- LEGEND**
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
 - PROPOSED REGULAR DUTY CONCRETE SIDEWALK
 - PROPOSED TYPE C INLET & PIPE
 - PROPOSED JUNCTION BOX
 - PROPOSED MES
 - PROPOSED TYPE 2 INLET
 - PROPOSED GRADE ELEVATION
 - DIRECTION OF OVERLAND FLOW
 - EXISTING CONTOUR
 - FINISH FLOOR ELEVATION
 - LOT GRADING TYPE



NOTES:
1) PLEASE SEE SHEET C28 FOR POND CROSS-SECTIONS.
2) OWNER HAS THE OPTION OF INSTALLING A RETAINING WALL ALONG THE REAR LOT LINE INSTEAD OF GRADING AS SHOWN. RETAINING WALL TO BE PERMITTED THROUGH THE CITY'S BUILDING DEPARTMENT.

SCALE: 1" = 40'

TRACT S-2

DA-2
TOB=21.00
NW=16.15
BOTT=5.00

ST-30
MES
INV. = 14.00 SW

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

MATCH LINE - SEE SHEET C12

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1640 AIRPORT ROAD
DADE COUNTY, FL 33126
(305) 877-3442 FAX (305) 877-2605

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN**

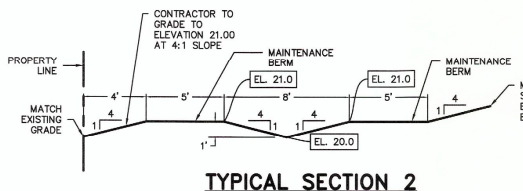
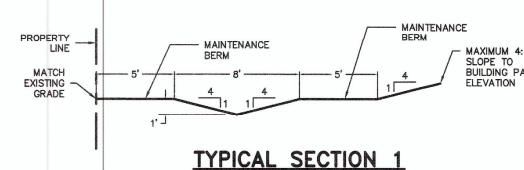
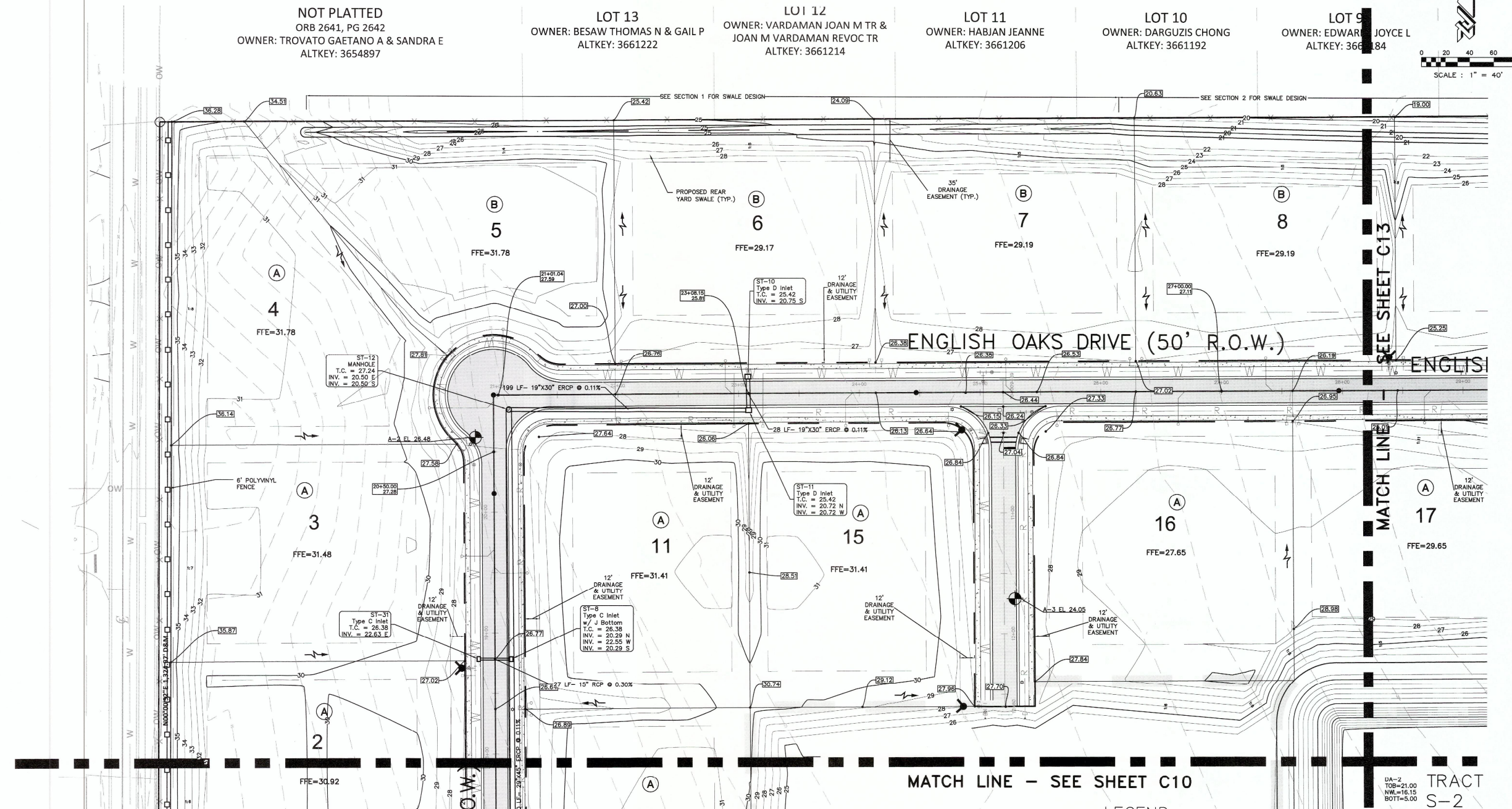
CITY OF PORT CHARLIE
VOLUME COUNTY FL

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH

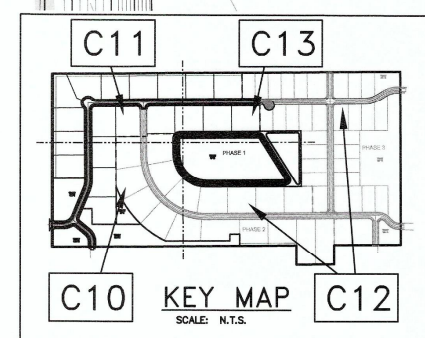
DRAWING FILE: 15082X-PGD.DWG
XREFS: 15082X-BAS.DWG
XREFS: 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 6553

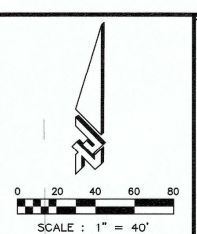
SCALE: 1"=40'
SHEET: C10 OF 28



- LEGEND**
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
 - PROPOSED REGULAR DUTY CONCRETE SIDEWALK
 - PROPOSED TYPE C INLET & PIPE
 - PROPOSED JUNCTION BOX
 - PROPOSED MES
 - PROPOSED TYPE 2 INLET
 - PROPOSED GRADE ELEVATION
 - DIRECTION OF OVERLAND FLOW
 - EXISTING CONTOUR
 - FFE FINISH FLOOR ELEVATION
 - LOT GRADING TYPE



NOTES:
1) PLEASE SEE SHEET C26 FOR POND CROSS-SECTIONS.
2) OWNER HAS THE OPTION OF INSTALLING A RETAINING WALL ALONG THE REAR LOT LINE INSTEAD OF GRADING AS SHOWN. RETAINING WALL TO BE PERMITTED THROUGH THE CITY'S BUILDING DEPARTMENT.



NOT PLATTED
ORB 2641, PG 2642
OWNER: TROVATO GAETANO A & SANDRA E
ALTKEY: 3654897

LOT 13
OWNER: BESAW THOMAS N & GAIL P
ALTKEY: 3661222

LOT 12
OWNER: VARDAMAN JOAN M TR &
JOAN M VARDAMAN REVOC TR
ALTKEY: 3661214

LOT 11
OWNER: HABJAN JEANNE
ALTKEY: 3661206

LOT 10
OWNER: DARGUZIS CHONG
ALTKEY: 3661192

LOT 9
OWNER: EDWARD JOYCE L
ALTKEY: 3661184

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ORMOND BEACH, FL 32137
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EDGEWATER
1000 W. US HWY 1, SUITE 100
EDGEWATER, FL 32132
(386) 877-5482 FAX (386) 877-2595

NO.	DATE	REVISION	BY	FOR CITY COMMENTS DATED	FOR CITY COMMENTS DATED
1	06/25/16	1	RMH	06/25/16	06/25/16
2	11/08/16	2	RMH	11/08/16	11/08/16

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN**

CITY OF PORT ORANGE
VOLusia COUNTY, FL

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RHMG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-PGD.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HEDGES, P.E. NO. 69993

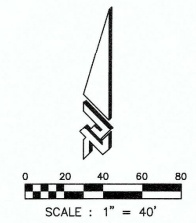
SCALE: 1"=40'
SHEET: C11 OF 28

LOT 9
OWNER: EDWARD JOYCE L
ALTKEY: 3661184

LOT 8
OWNER: ST CYR KEITH A
ALTKEY: 3661176

NOT PLATTED
ORB 1951, PG 571
OWNER: SCHOOL
BOARD OF VOLUSIA
COUNTY
ALTKEY: 3654854

NOT PLATTED
ORB 1951, PG 571
OWNER: SCHOOL BOARD OF VOLUSIA COUNTY
ALTKEY: 3654854



ORMOND BEACH
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
(888) 177-2482 FAX: (407) 871-2505

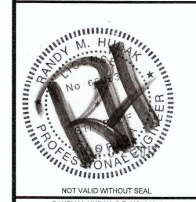
EDGEWATER
1500 W. US HWY 1, SUITE 203
EDGEWATER, FL 33032
(888) 877-2482 FAX: (888) 877-2505

NO.	DATE	REVISIONS
1	07/27/16	REVISED PER CITY COMMENTS DATED 06/29/16
2	07/27/16	REVISED PER CITY COMMENTS DATED 11/25/16

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF PORT CHARLIE
VOLUSIA COUNTY, FL

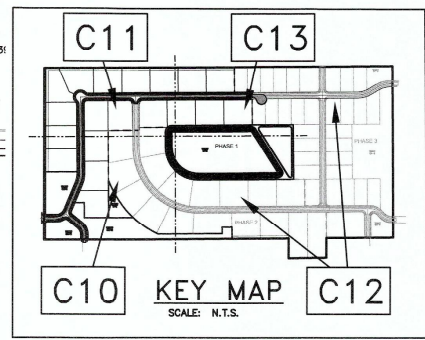
PROJECT NO: 15092X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH



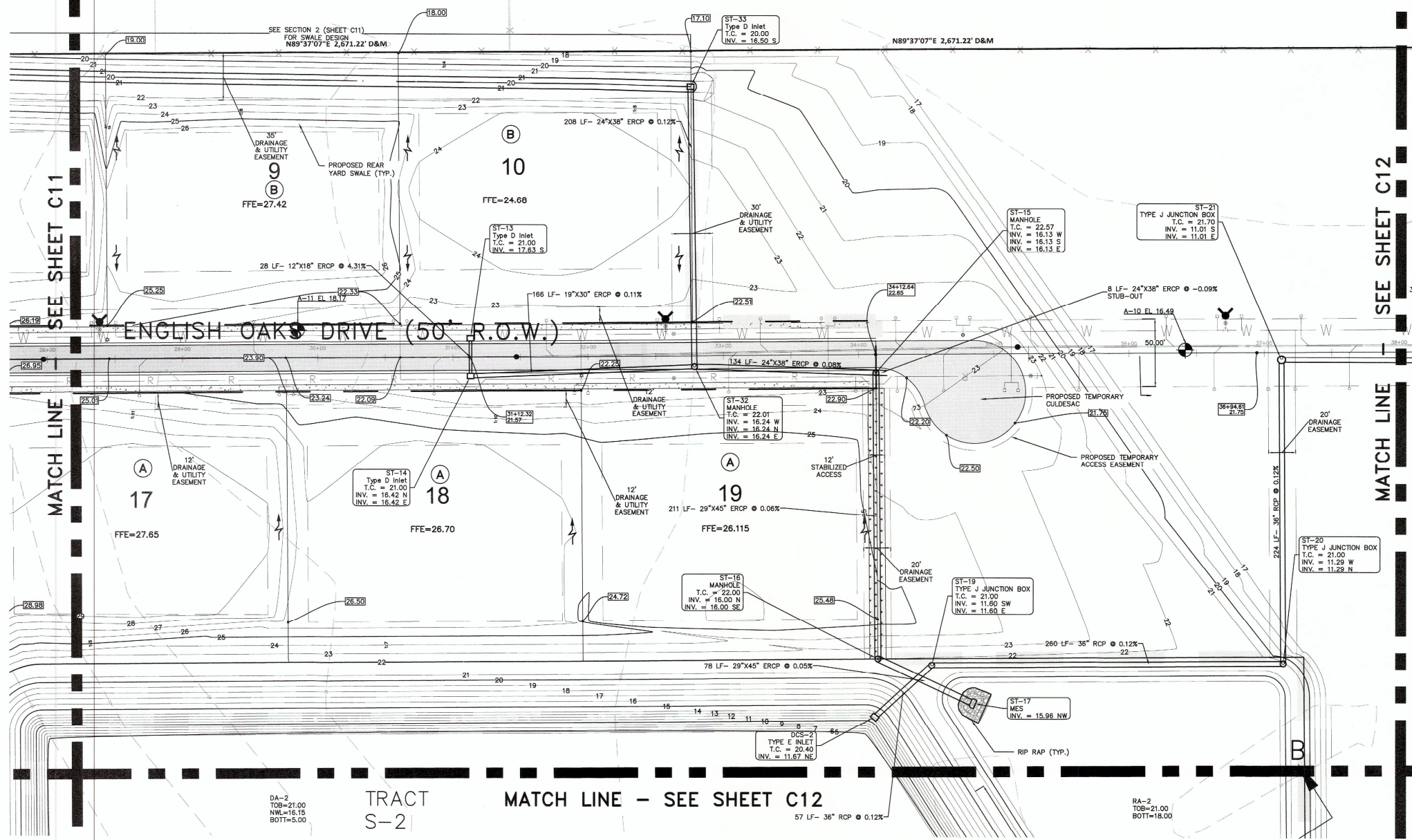
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SHEET: C13 OF 28

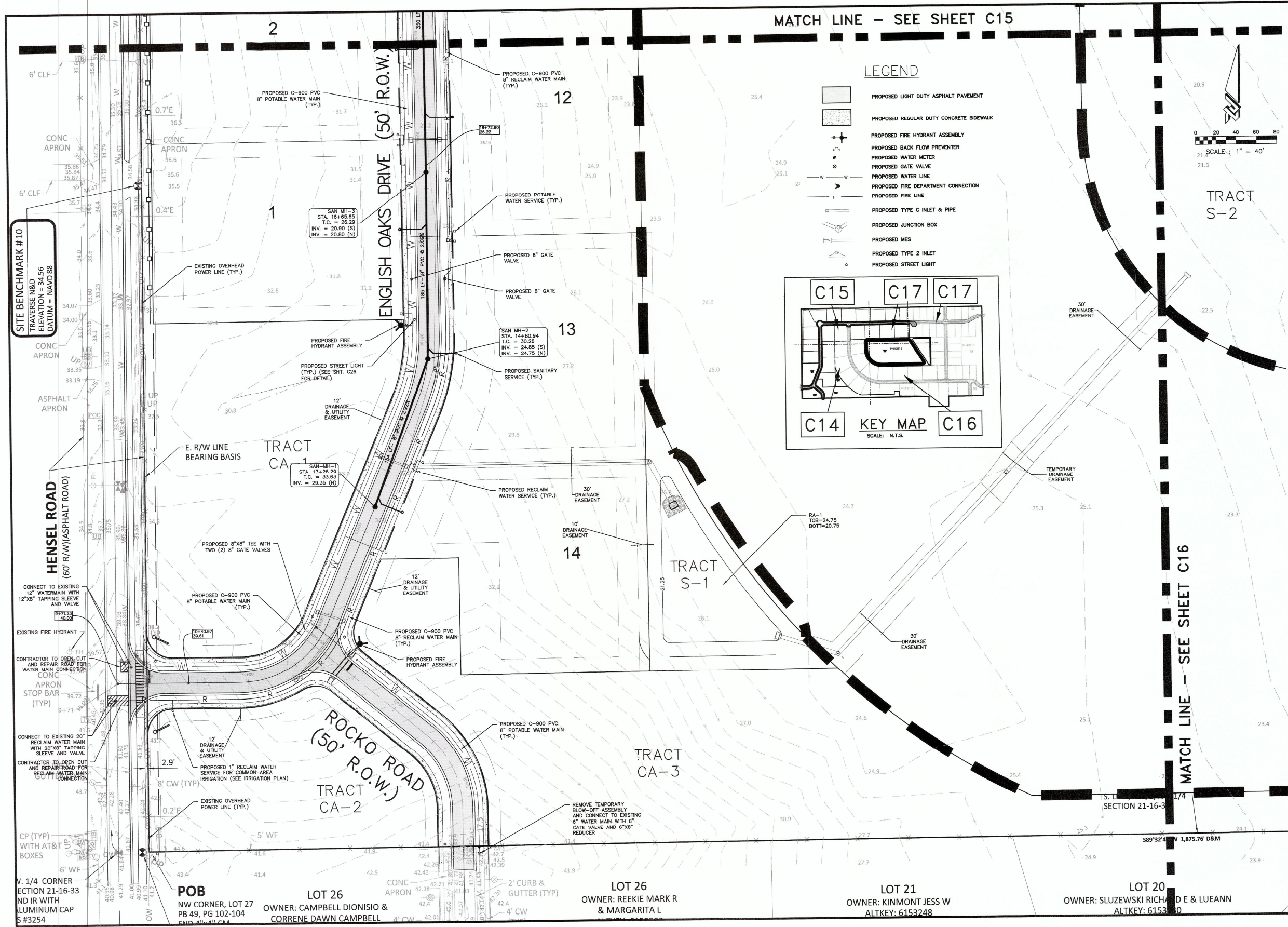
LEGEND

- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- PROPOSED REGULAR DUTY CONCRETE SIDEWALK
- PROPOSED TYPE C INLET & PIPE
- PROPOSED JUNCTION BOX
- PROPOSED MES
- PROPOSED TYPE 2 INLET
- PROPOSED GRADE ELEVATION
- DIRECTION OF OVERLAND FLOW
- EXISTING CONTOUR
- FINISH FLOOR ELEVATION
- LOT GRADING TYPE



- NOTES:
- PLEASE SEE SHEET C26 FOR POND CROSS-SECTIONS.
 - OWNER HAS THE OPTION OF INSTALLING A RETAINING WALL ALONG THE REAR LOT LINE INSTEAD OF GRADING AS SHOWN. RETAINING WALL TO BE PERMITTED THROUGH THE CITY'S BUILDING DEPARTMENT.

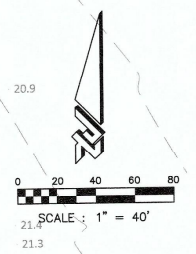
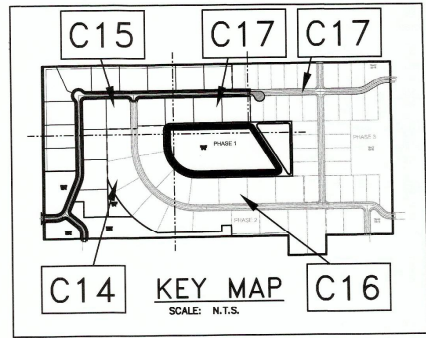




MATCH LINE - SEE SHEET C15

LEGEND

- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- PROPOSED REGULAR DUTY CONCRETE SIDEWALK
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED BACK FLOW PREVENTER
- PROPOSED WATER METER
- PROPOSED GATE VALVE
- PROPOSED WATER LINE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED FIRE LINE
- PROPOSED TYPE C INLET & PIPE
- PROPOSED JUNCTION BOX
- PROPOSED MES
- PROPOSED TYPE 2 INLET
- PROPOSED STREET LIGHT



TRACT S-2

MATCH LINE - SEE SHEET C16

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EDGEWATER
1840 AIRPARK ROAD
ORLANDO, FL 32817
(386) 877-2442 FAX (386) 877-2805

NO.	DATE	REVISION
1	10/17/16	REVISED PER CITY COMMENTS DATED 09/26/16
2	11/17/16	REVISED PER CITY COMMENTS DATED 11/09/16

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
UTILITY PLAN**

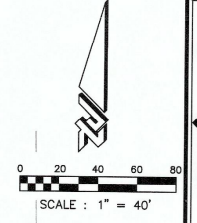
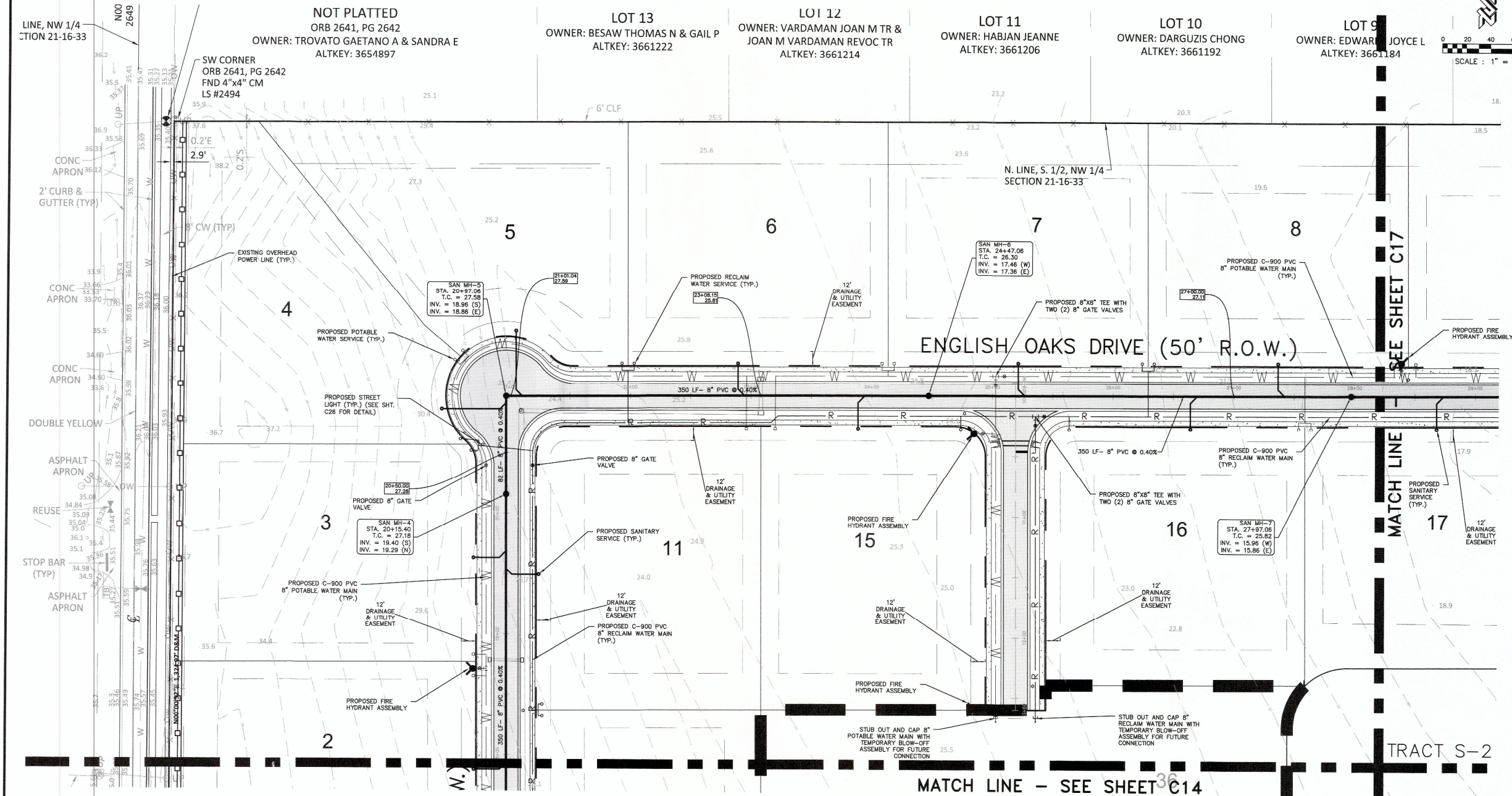
CITY OF PORT ORANGE
VOLusia COUNTY, FL

PROJECT NO.:	15082X
ISSUE DATE:	10-19-16
DESIGNED BY:	RHMS
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	15082X-UTL.DWG
XREFS:	15082X-BAS.DWG 15082X-SURV.DWG

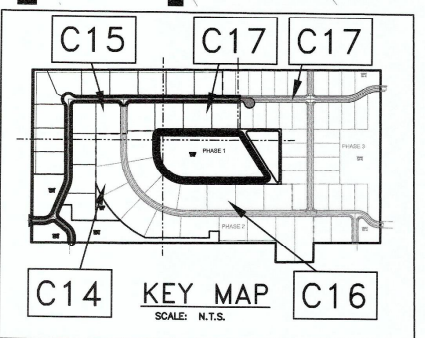
NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 15082

SCALE: 1"=40'

SHEET: **C14** OF 28



- LEGEND**
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
 - PROPOSED REGULAR DUTY CONCRETE SIDEWALK
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED BACK FLOW PREVENTER
 - PROPOSED WATER METER
 - PROPOSED GATE VALVE
 - PROPOSED WATER LINE
 - PROPOSED FIRE DEPARTMENT CONNECTION
 - PROPOSED FIRE LINE
 - PROPOSED TYPE C INLET & PIPE
 - PROPOSED JUNCTION BOX
 - PROPOSED MES
 - PROPOSED TYPE 2 INLET



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300 N. MILITARY TRAIL
ORLANDO, FL 32714
(386) 877-2462 FAX (386) 877-2805

EDGEWATER
1840 AIRPORT ROAD
ORLANDO, FL 32714
(386) 877-2462 FAX (386) 877-2805

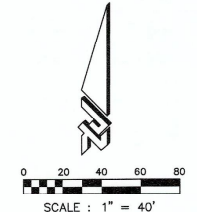
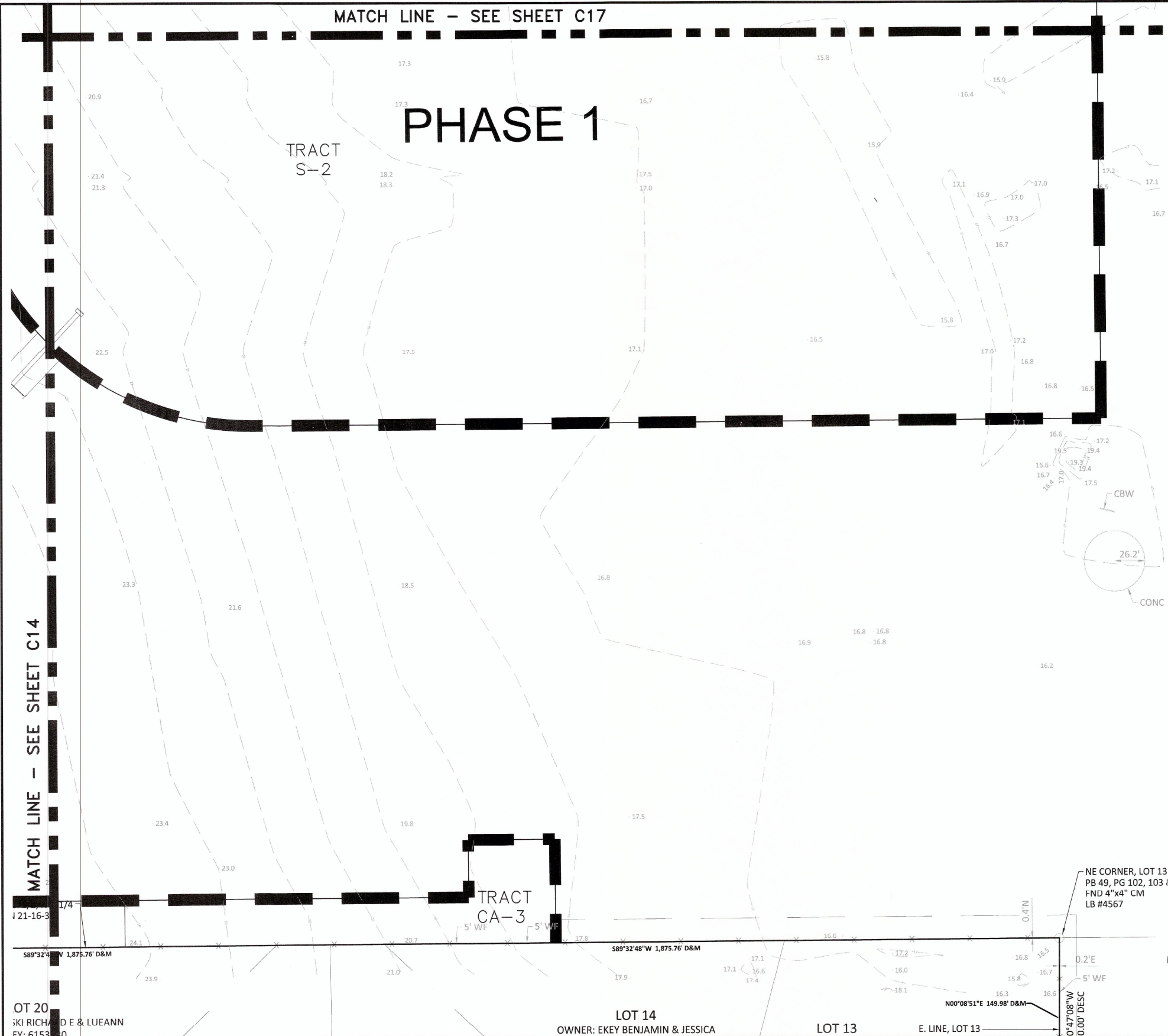
NO.	DATE	REVISIONS
1	10/19/16	REVISED PER CITY COMMENTS DATED 09/29/16
2	11/09/16	REVISED PER CITY COMMENTS DATED 11/29/16

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
UTILITY PLAN**

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RHMG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-UTL.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG

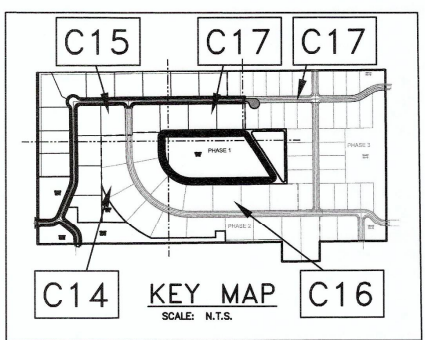


NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 65553



LEGEND

- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- PROPOSED REGULAR DUTY CONCRETE SIDEWALK
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED BACK FLOW PREVENTER
- PROPOSED WATER METER
- PROPOSED GATE VALVE
- PROPOSED WATER LINE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED FIRE LINE
- PROPOSED TYPE C INLET & PIPE
- PROPOSED JUNCTION BOX
- PROPOSED MES
- PROPOSED TYPE 2 INLET



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ORMOND BEACH, FL 32174
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EDGEWATER
1500 AIRPARK ROAD
EDGEWATER, FL 33024
(386) 877-2482 FAX (386) 877-2805

NO.	DATE	REVISIONS
1	10/17/16	REVISED PER CITY COMMENTS DATED 09/28/16
2	11/01/16	REVISED PER CITY COMMENTS DATED 11/09/16

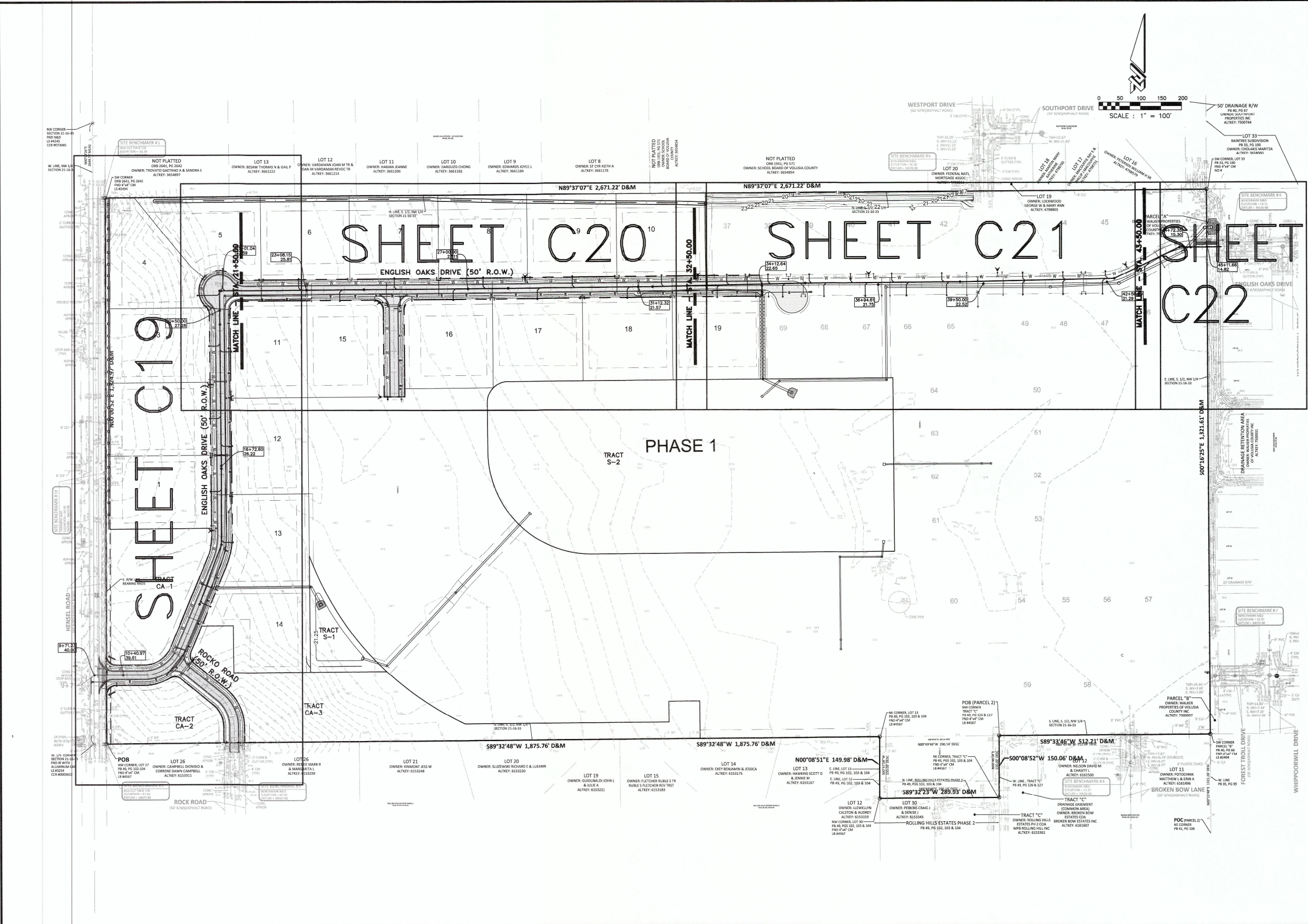
KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF FORT CHANCE
VOLusia COUNTY, FL

PROJECT NO:	15082X
ISSUE DATE:	10-19-16
DESIGNED BY:	RH/MG
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	15082X-UTL.DWG
XREF'S:	15082X-BAS.DWG
XREF'S:	15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 65553

SCALE:	1"=40'
SHEET:	C16 OF 28



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EDGEWATER, FL
1840 AIRPORT ROAD
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NO.	DATE	REVISIONS
1	09/26/16	1. INITIAL DESIGN PER CITY COMMENTS DATED 09/26/16
2	11/09/16	2. REVISED PER CITY COMMENTS DATED 11/09/16

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
SEWER PLAN & PROFILE KEY MAP**

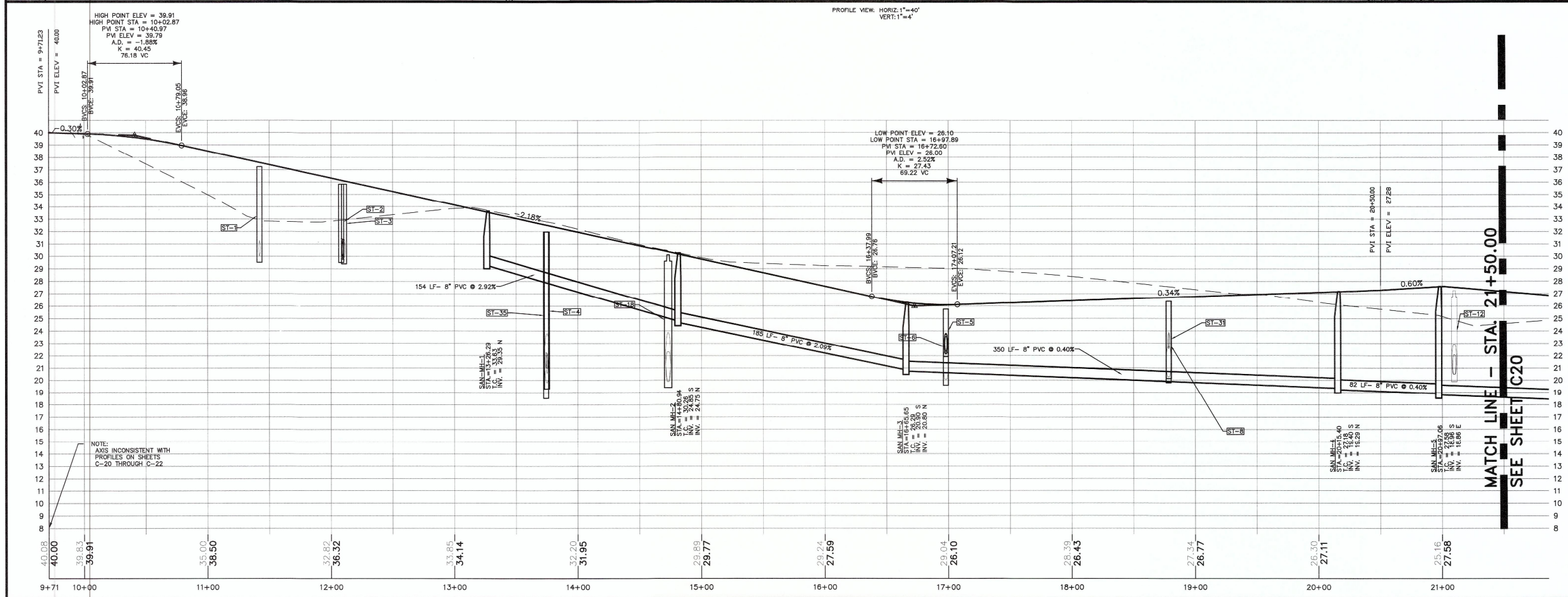
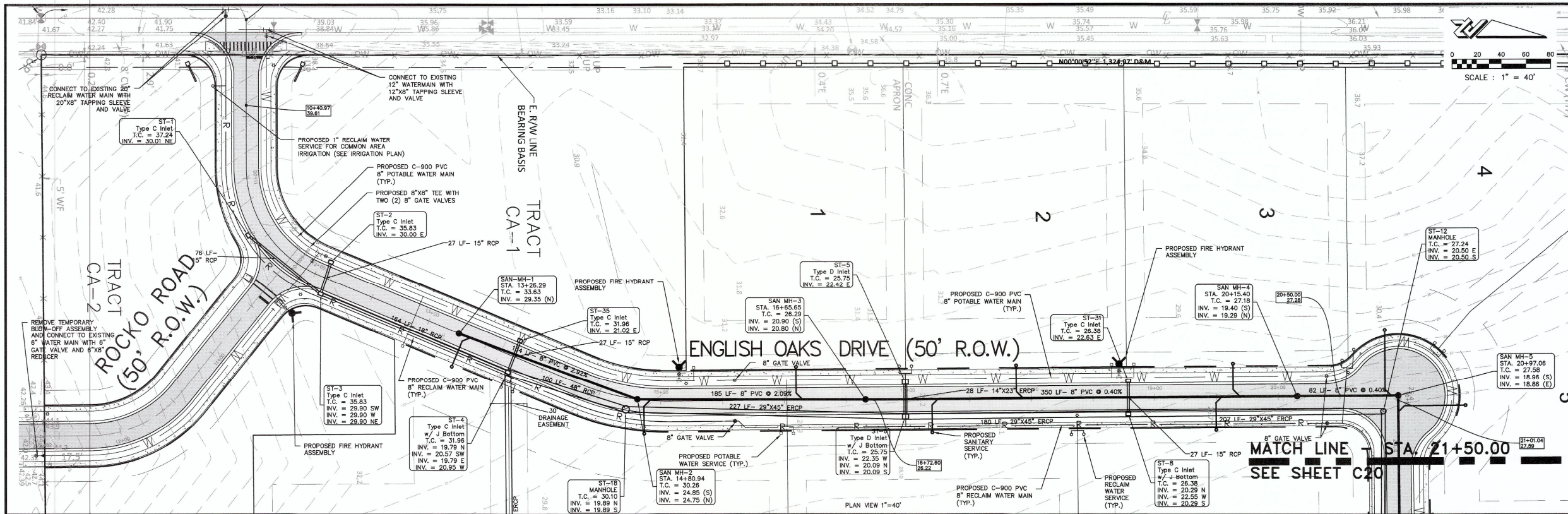
CITY OF FORT ORANGE

PROJECT NO. 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RHMG
DRAFTED BY: CM
CHECKED BY: RMH

DRAWING FILE: 15082X-PL-PR.DWG
XREFS: 15082X-BAS.DWG
XREFS: 15082X-SURV.DWG

RANDY M. HUDSON, P.E. NO. 66663

SCALE: 1"=100'
SHEET: C18 OF 28



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EDGEWATER
1500 AIRMARK ROAD
EDGEWATER, FL 32132
(386) 677-2482 FAX (386) 677-2505

NOT SCALE / REVISIONS

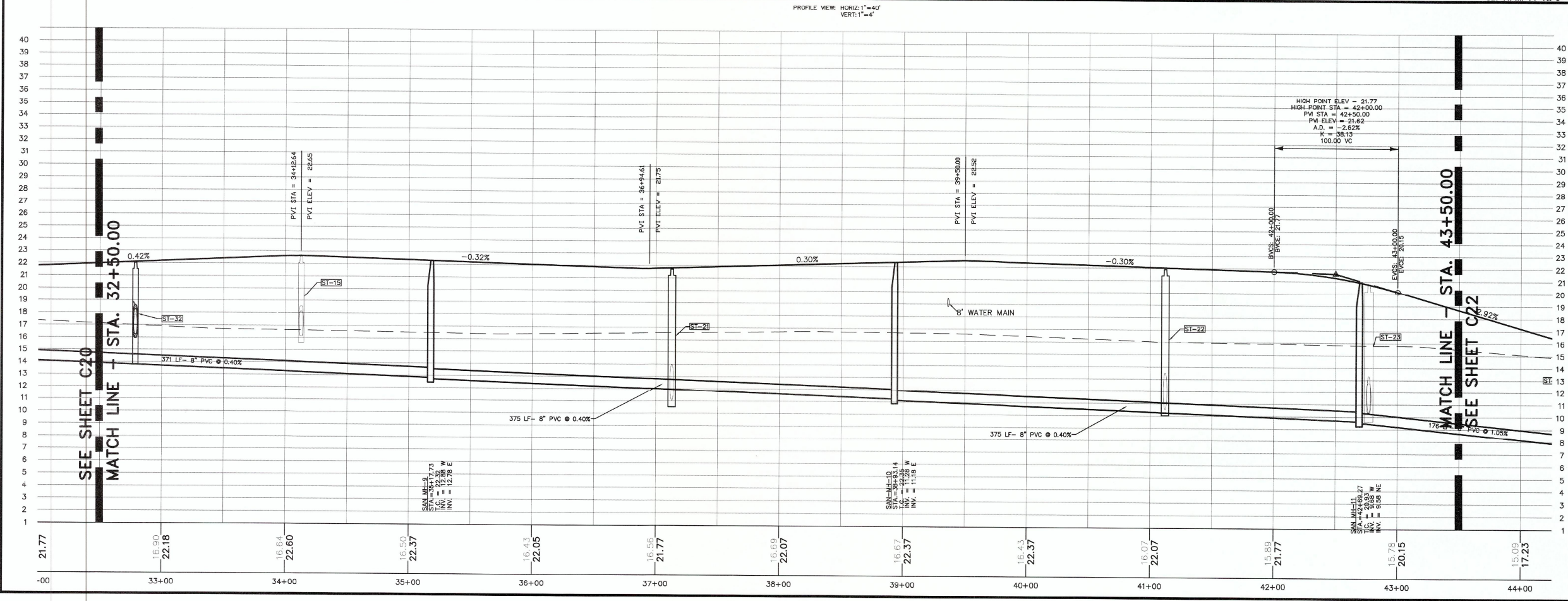
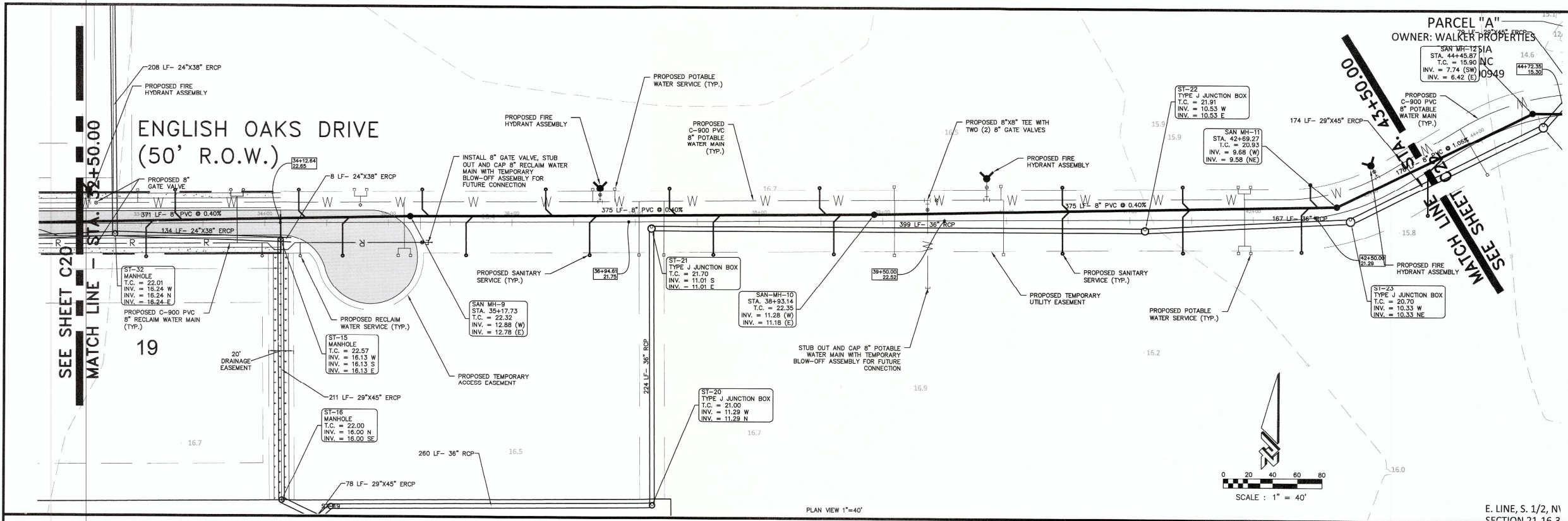
NO.	DATE	REVISIONS
1	10/17/16	REDESIGNED PER CITY COMMENTS DATED 02/26/16
2	11/09/16	REVISED PER CITY COMMENTS DATED 11/09/16

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
ENGLISH OAKS DRIVE (50' R.O.W.)
SEWER PLAN & PROFILE
CITY OF PORT ORANGE
VOLusia COUNTY, FL

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-PLPR.DWG
XREF'S: 15082X-BAS.DWG
XREF'S: 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 60553

SCALE: 1"=40'
SHEET: C19 OF 28



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EDgewater
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32132
(386) 877-2482 FAX (386) 877-2505

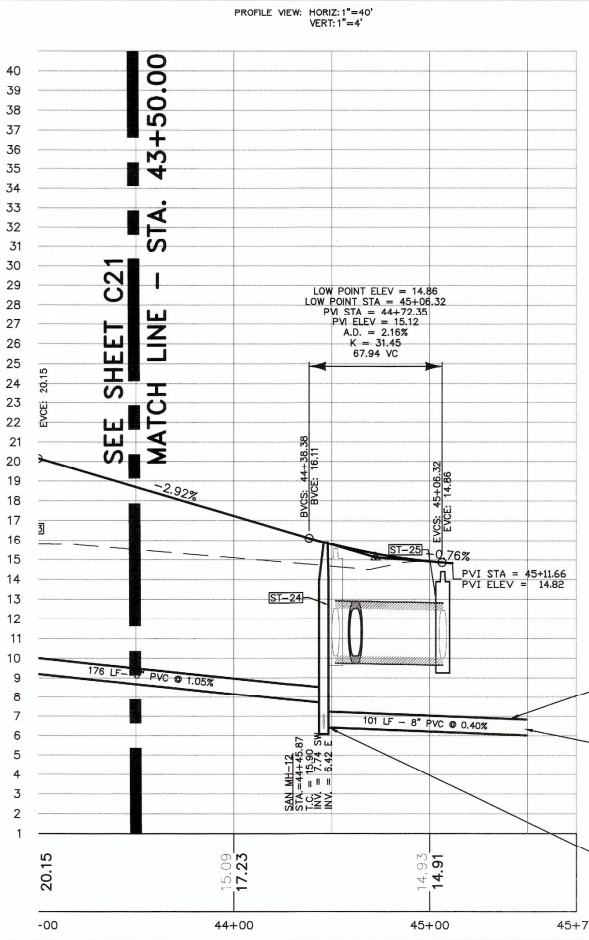
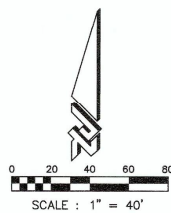
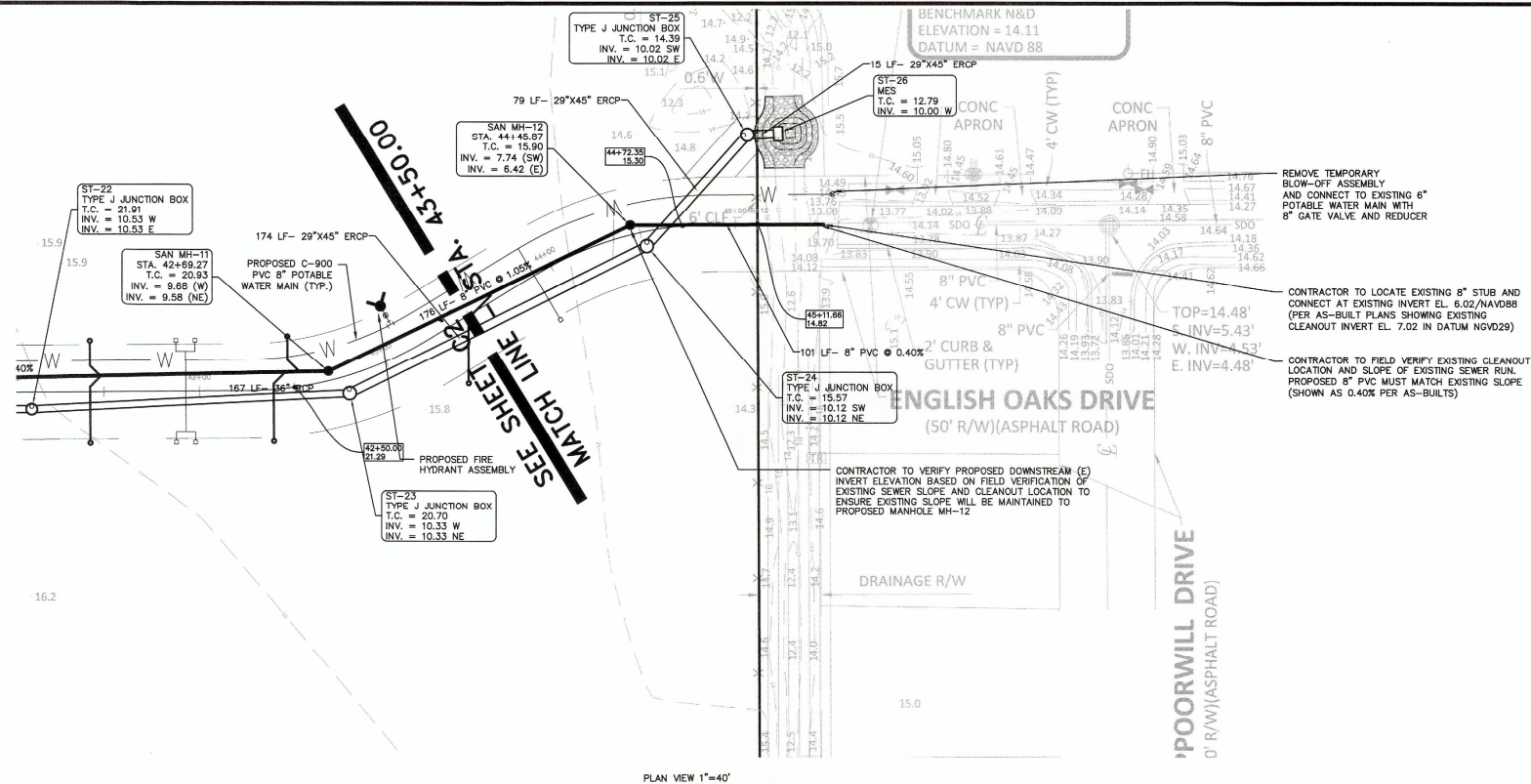
NO.	DATE	REVISIONS
1	10/16/16	ISSUED PER CITY COMMENTS DATED 09/28/16
2	11/16/16	REVISED PER CITY COMMENTS DATED 11/09/16

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
ENGLISH OAKS DRIVE (50' R.O.W.)
SEWER PLAN & PROFILE

PROJECT NO: 15082X
ISSUE DATE: 10-16-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 15082X-PLPR.DWG
XREFS: 15082X-S&S.DWG
XREFS: 15082X-SURV.DWG

NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 66053

SCALE: 1"=40'
SHEET **C21** OF **28**



CONTRACTOR TO FIELD VERIFY EXISTING CLEANOUT LOCATION AND SLOPE OF EXISTING SEWER RUN. PROPOSED 8" PVC MUST MATCH EXISTING SLOPE (SHOWN AS 0.40% PER AS-BUILTS)

CONTRACTOR TO LOCATE EXISTING 8" STUB AND CONNECT AT EXISTING INVERT EL. 6.02/NAVD88 (PER AS-BUILT PLANS SHOWING EXISTING CLEANOUT INVERT EL. 7.02 IN DATUM NGVD29)

CONTRACTOR TO VERIFY PROPOSED DOWNSTREAM (E) INVERT ELEVATION BASED ON FIELD VERIFICATION OF EXISTING SEWER SLOPE AND CLEANOUT LOCATION TO ENSURE EXISTING SLOPE WILL BE MAINTAINED TO PROPOSED MANHOLE MH-12



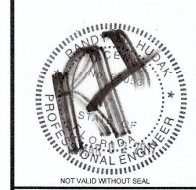
ORMOND BEACH
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32135
(386) 877-2605 FAX (386) 877-2605

EDGEWATER
100 AIRPARK ROAD
EDGEWATER, FL 32135
(386) 877-2605 FAX (386) 877-2605

NO.	DATE	REVISION
1	10/27/16	RENDERED PER CITY COMMENTS DATED 09/28/16
2	11/01/16	RENDERED PER CITY COMMENTS DATED 11/09/16

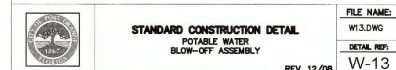
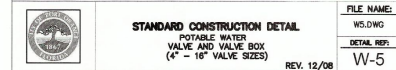
KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
ENGLISH OAKS DRIVE (50' R.O.W.)
SEWER PLAN & PROFILE
CITY OF FORT ORANGE
VOLusia COUNTY, FL

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: CM
CHECKED BY: RMH



SCALE: 1"=40'
SHEET: C22 OF 28

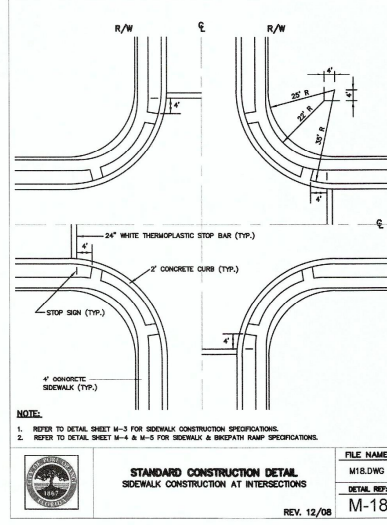
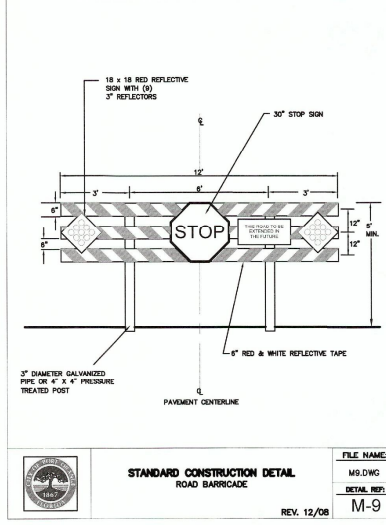
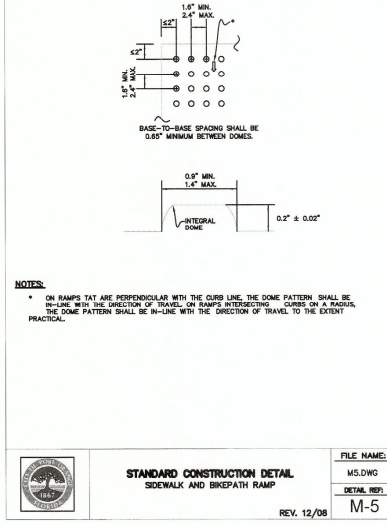
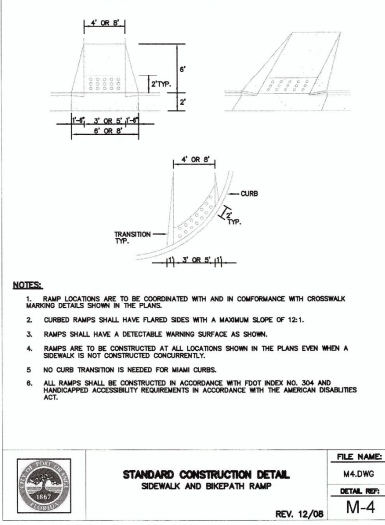
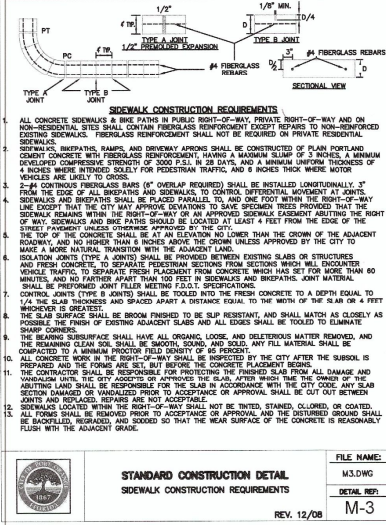
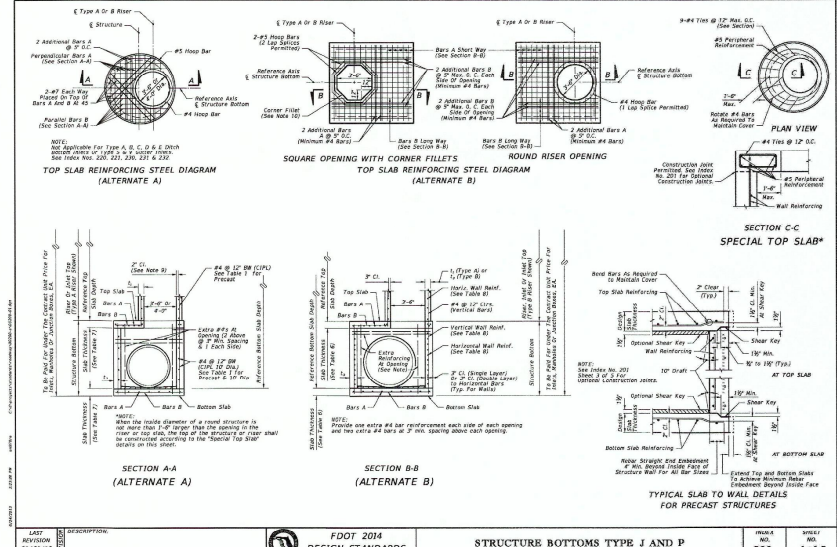
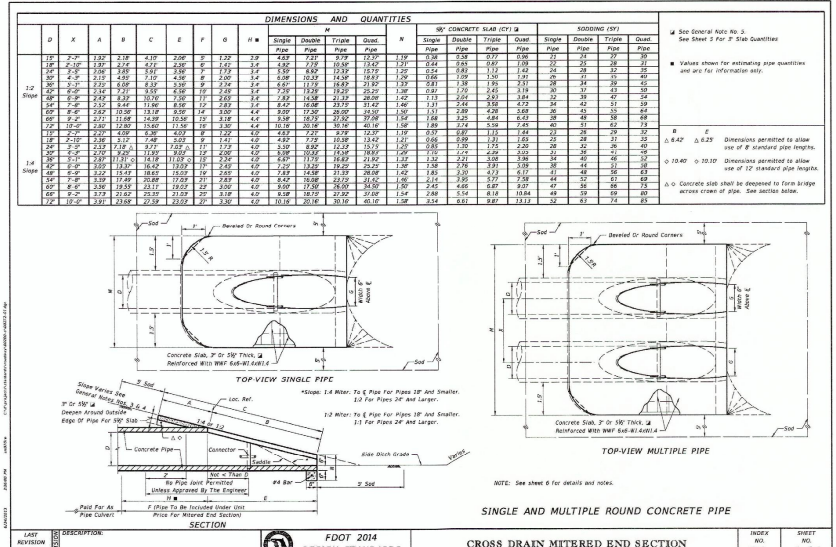
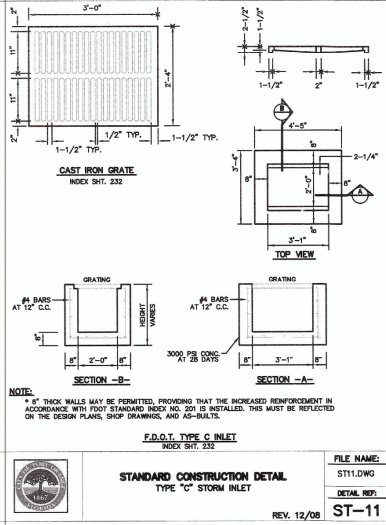
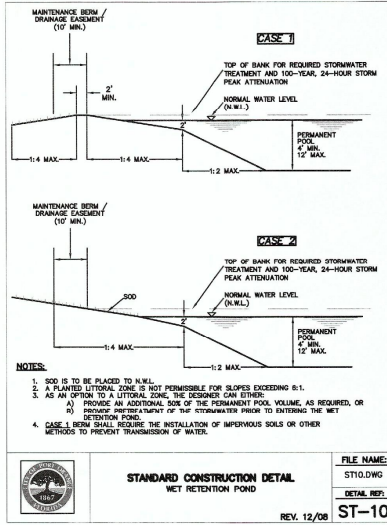
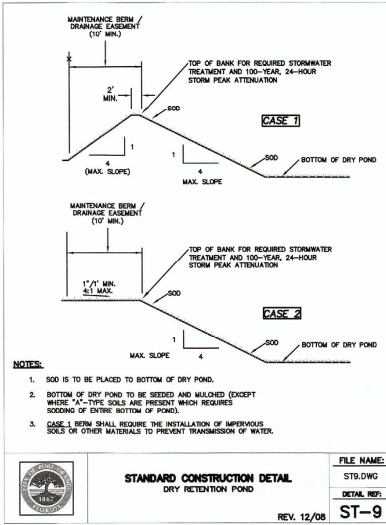
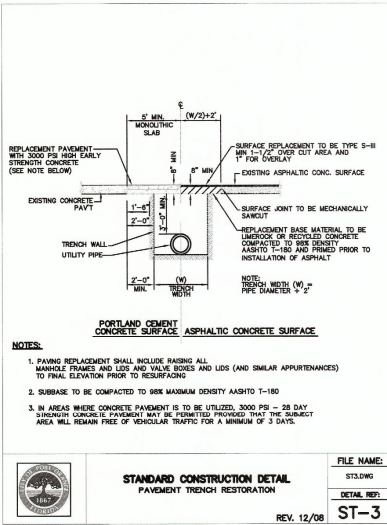
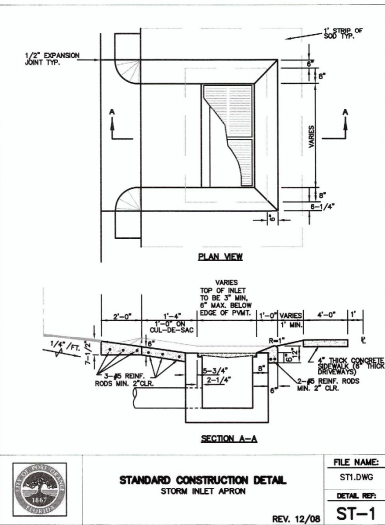
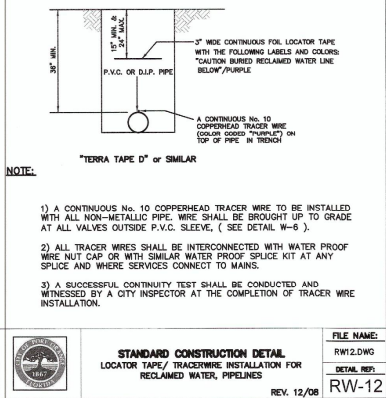
	STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME: W3.DOC
		DETAIL REF: W-3



	STANDARD CONSTRUCTION DETAIL	SS.DOC
	SANITARY SEWER & FORCE MAIN APPROVED PRODUCTS	<u>DETAIL REF:</u> S-5



**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS**



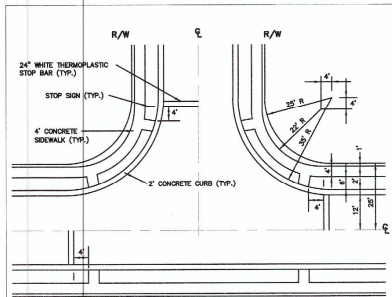
ORLANDO BEACH
3000 N. AIRPARK ROAD
ORLANDO BEACH, FL 32714
(386) 877-2482 FAX (386) 877-2505

EDGEWATER
1800 AIRPARK ROAD
ORLANDO BEACH, FL 32714
(386) 877-2482 FAX (386) 877-2505

NO.	DATE	REVISIONS
1	10/17/16	REVISED PER CITY COMMENTS DATED 09/26/16
2	11/07/16	REVISED PER CITY COMMENTS DATED 11/09/16

KING'S LANDING **PHASE 1** **FINAL ENGINEERING PLANS** **CONSTRUCTION DETAILS**

PROJECT NO. 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RHMG
DRAFTED BY: RMH
CHECKED BY: RMH
DRAWING FILE: 15082X-NOT.DWG
XREFS:
XREFS:
NOT VALID WITHOUT SEAL
RANDY M. HEDMAN, P.E. NO. 6555
SCALE: N.T.S.
SHEET: C25 OF 28

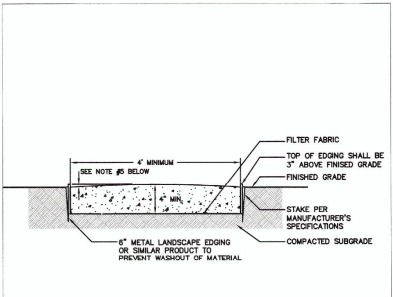


NOTE:

- REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
- REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

FILE NAME: M19.DWG
DETAIL REV: M-19
REV. 12/08

STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS

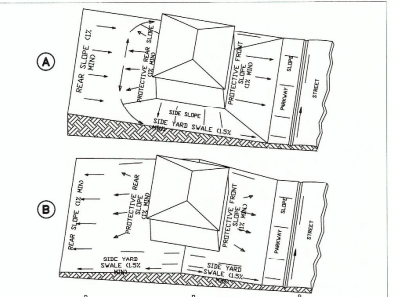


NOTE:

- THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
- COMPACTED CRUSHED SHELL
- CONCRETE AND ASPHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
- WALKWAY SHALL NOT BE USED AS A STABILIZED WALKWAY MATERIAL.
- THE FINAL GRADE OF THE WALKWAY SHALL BE GRADED WITH A MAXIMUM 2% SLOPE ABOVE OR BELOW THE CENTERLINE OF THE WALKWAY.
- METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKWAY PATH.

FILE NAME: M22.DWG
DETAIL REV: M-22
REV. 12/08

STANDARD CONSTRUCTION DETAIL
STABILIZED WALKING PATH

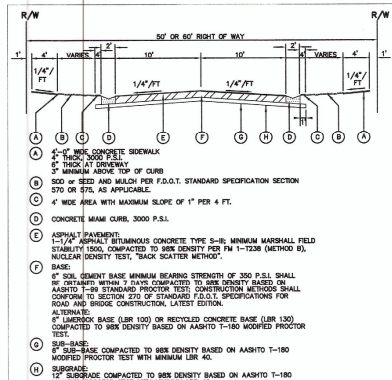


NOTE:

- ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
- ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE LIMITS OF THE 100 YEAR FLOOD PLAIN AND/OR 1 FOOT ABOVE THE 100-YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA.
- IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
- SIDE YARD SHALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

FILE NAME: M23.DWG
DETAIL REV: M-23
REV. 12/08

STANDARD CONSTRUCTION DETAIL
RESIDENTIAL GRADING



NOTE:

- ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT.
- A SOIL TEST REPORT OF A DESIGN SOIL SAMPLE SHALL BE SUBMITTED TO THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT.

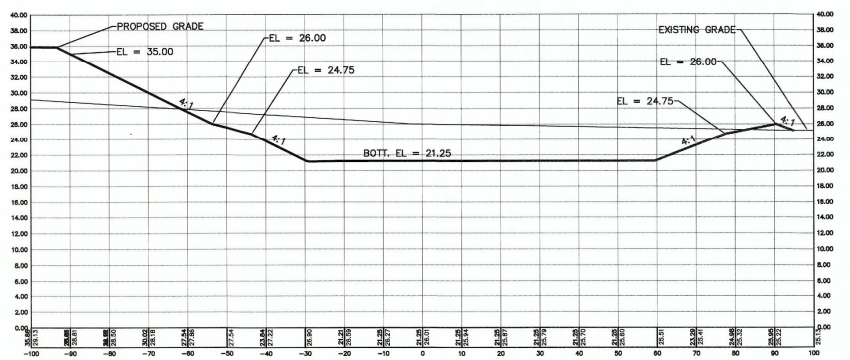
FILE NAME: R1.DWG
DETAIL REV: R-1
REV. 12/08

STANDARD CONSTRUCTION DETAIL
50' or 60' R/W ROAD SECTION

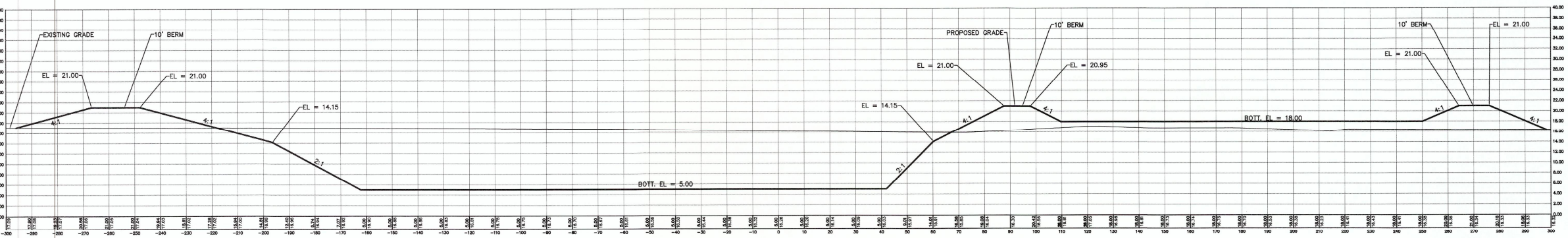
FDEP SEPARATION NOTES

NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER, NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.



SECTION A-A THRU RA-1
SCALE: HORIZ.: 1"=20'
VERT.: 1"=10'



SECTION B-B THRU DA-2 AND RA-2
SCALE: HORIZ.: 1"=20'
VERT.: 1"=10'

TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

A. MATERIALS

THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAU, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SAMPLES ON BLANK ORDERS OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE IN THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

B. LABORATORY CONTROL AND CERTIFICATES

1. SPECIFICATIONS - SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONTINUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.

2. TEST & CERTIFICATES - THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.

- SOIL ANALYSES FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
- PREDICTOR CRUSHES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
- SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
- SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.
- ANALYSES OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
- ASPHALT MIX DESIGN, BITUMEN CONTENT, SITE ANALYSES, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSES OF CORE SAMPLES.
- CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, OUTLETS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
- COMPRESSIVE TEST CYLINDERS AND SLAB TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, OUTLETS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
- COLORIMETRIC, RESONANCE, AND INSTRUMENTAL TESTING OF WATER MAINS.
- PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.



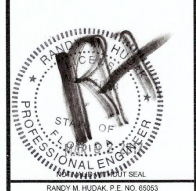
ORMOND BEACH
3000 W. ORMOND BEACH BLVD., SUITE C
ORMOND BEACH, FL 32174
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1540 AIRMARKS ACAD
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REV.	DATE	REVISIONS	BY
1	03/25/16	REVISED PER CITY COMMENTS DATED 03/25/16	RH/MG
2	11/09/16	REVISED PER CITY COMMENTS DATED 11/09/16	RH/MG

KING'S LANDING PHASE 1 FINAL ENGINEERING PLANS CONSTRUCTION DETAILS & POND SECTIONS

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: RMC
CHECKED BY: RMH



SCALE: N.T.S.
SHEET: C26 OF 28

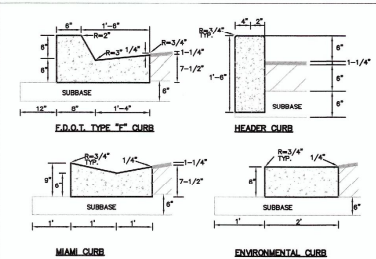
ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY (ROW)	MIN. HORIZ. CURVE CL.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	11	60	100'	100'	0.3	200'
	25	11	60	100'	100'	0.3	200'
UP TO 1000 VPD	25	11	60	100'	100'	0.3	250'
	30	12	80	150'	150'	0.3	300'
UP TO 5000 VPD	30	12	80	150'	150'	0.3	300'
	35	12	80	200'	200'	0.5	350'
	40	12	80	250'	250'	0.5	400'
ARTERIAL UP TO 7500 VPD OVER 7500 VPD	35	12	80	250'	250'	0.5	400'
	40	12	80	300'	300'	0.5	450'

NOTES:

- ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INDICATED BY A MINIMUM OF ONE (1) FOOT.
- AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE-BY-CASE BASIS. IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEREIN NO CORNER SHALL INTERSECT AT AN ANGLE LESS THAN 75 DEGREES FOR INTERSECTIONS WITH ARTERIAL ROADWAYS EXCEPT ON LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
- ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 5.5' ABOVE THE GROUND AND AN OBJECT 3.5' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED IF 8' BASE OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

DESIGN SPEED (MPH)	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	200	250	300	350	400	500

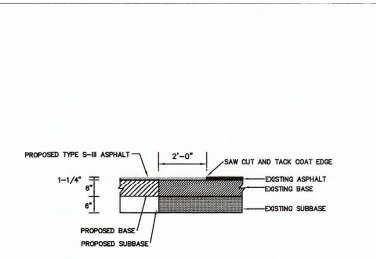
STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY
REV. 12/08
R-6



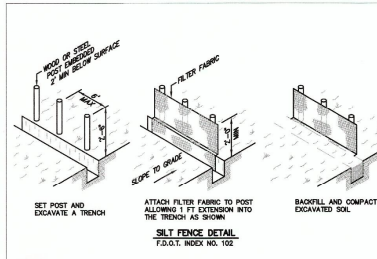
NOTES:

- ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
- 1/2" PRE-CAST EXPANSION JOINT REQUIRED EVERY 500'.
- 1/2" PRE-CAST EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
- 4" SUBGRADE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
- EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
- IN NO INSTANCE SHALL EXPOSED CURBS (DEFINED AS HEAD-ON-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
- ALL ASPHALT AND/OR PAVED DRIVEWAYS ADJACENT TO PUBLIC RIGHTS-OF-WAY SHALL INCLUDE CURBING.

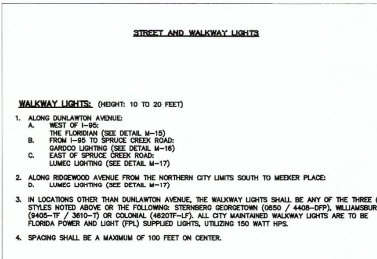
STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION
REV. 12/08
R-9



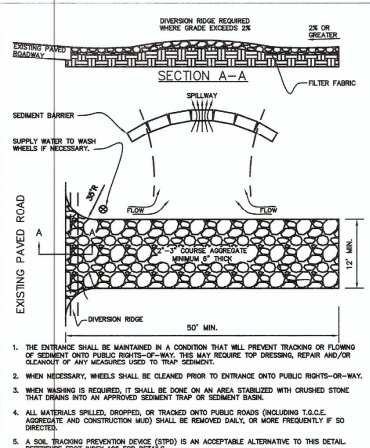
STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT
REV. 12/08
R-11



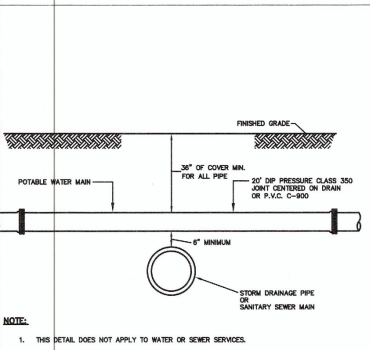
STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBOGY BARRIER
REV. 12/08
R-22



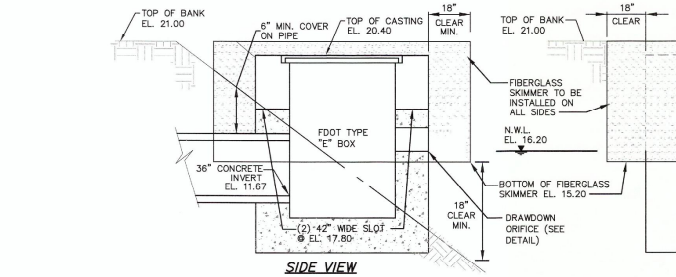
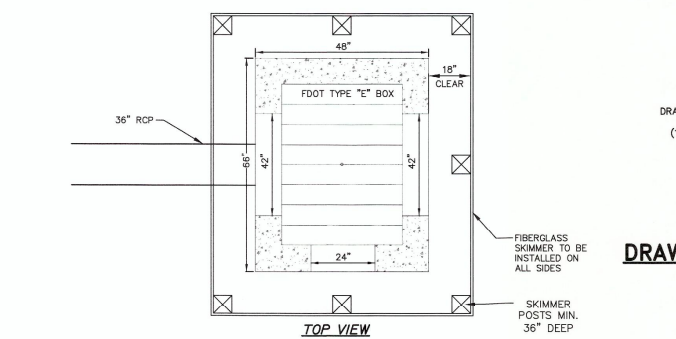
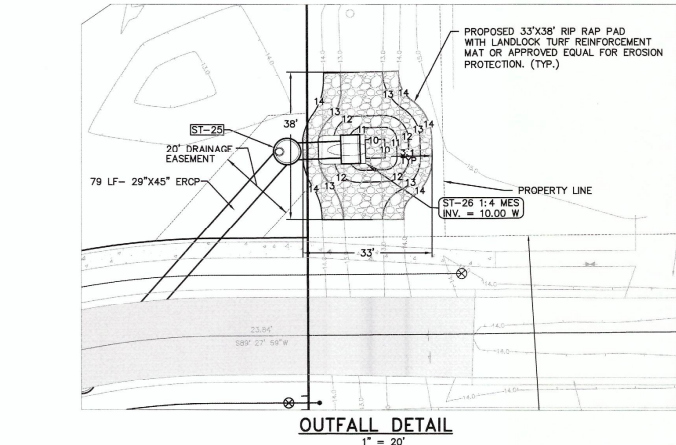
STANDARD CONSTRUCTION DETAIL
STREET AND WALKWAY LIGHTS
REV. 12/08
M-14



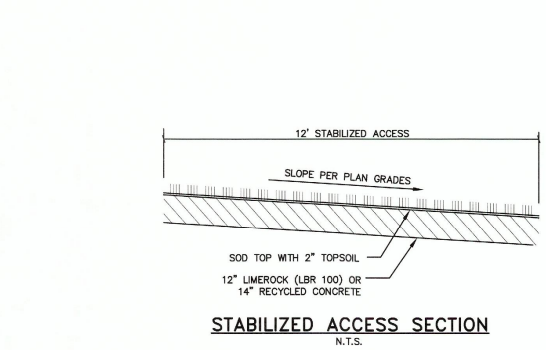
STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
REV. 12/08
R-27



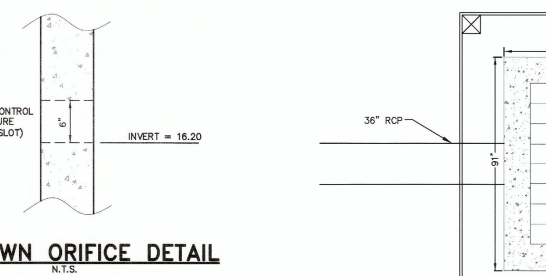
STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE OR SANITARY SEWER MAIN CONDUIT
REV. 12/08
W-19



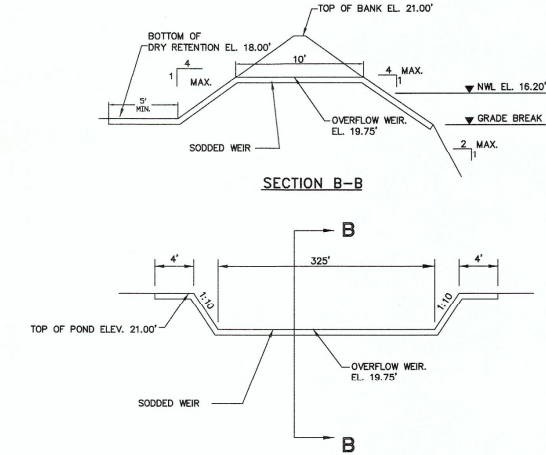
D.C.S.#2 DRAINAGE CONTROL STRUCTURE W/ FIBERGLASS SKIMMER
FOOT TYPE "E" BOX



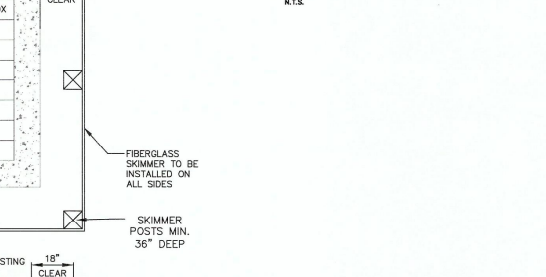
STABILIZED ACCESS SECTION
N.T.S.



D.C.S.#1 DRAINAGE CONTROL STRUCTURE W/ FIBERGLASS SKIMMER
FOOT TYPE "H" BOX



SODDED OVERFLOW WEIR DETAIL
(FROM BA-2 TO BA-1)
N.T.S.



SODDED OVERFLOW WEIR DETAIL
(FROM BA-2 TO BA-1)
N.T.S.



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EDGEWATER, FL 33140
(386) 877-2442 FAX (386) 877-2405

NO.	DATE	REVISIONS
1	10/27/16	REVISED PER CITY COMMENTS DATED 09/28/16
2	11/02/16	REVISED PER CITY COMMENTS DATED 11/02/16

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

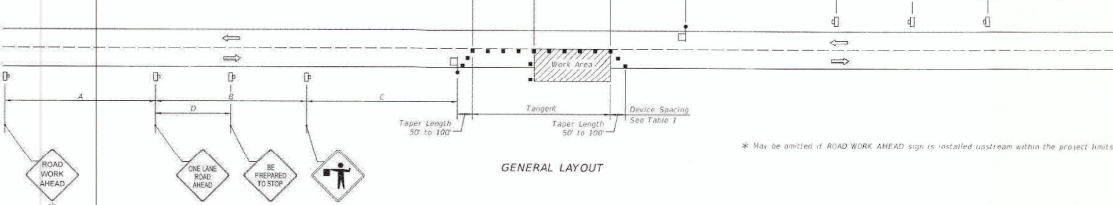
PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RHMG
DRAFTED BY: RMC
CHECKED BY: RMH
DRAWING FILE: 15082X-NOT DWG
XREFS:
XREFS:



SCALE: N.T.S.
SHEET: C27 OF 28

SYMBOLS:

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Automated Flagger Assistance Device (AFAD) With Sign
- Lane Identification - Direction of Traffic



GENERAL NOTES:

- Special Conditions may be required in accordance with these notes and the following sheets.
- If the Work Area encroaches on the Centerline, use the *General* for Temporary Lane Shift to Shoulder on Sheet 2 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
- Temporary Raised Rumble Strips:
 - Use installation of the following conditions are met concurrently:
 - Existing Posted Speed is 50 mph or greater;
 - Work duration is greater than 60 minutes;
 - Use a continuous Strip color throughout the work zone;
 - Place each Rumble Strip Set transversely across the lane at locations shown;
 - Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
- Additional one-way control may be provided by the following means:
 - Flag-carrying vehicle;
 - Official vehicles;
 - Pile yam/mats;
 - Traffic signals.
- When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
- When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ indexes.
- The two channelizing devices directly in front of the work area may be limited ground vehicles in the work area have high-intensity rotating flashing, oscillating, or strobe lights operating.

Posted Speed	DEVICE SPACING				Distance Between Signs				Buffer Space
	On a Taper	On a Taper	On a Taper	On a Taper	A	B	C	D	
25	20	30	20	30	200	200	200	100	150
30	20	30	20	30	200	200	200	100	200
35	20	30	20	30	200	200	200	100	250
40	20	30	20	30	200	200	200	100	300
45	20	30	20	30	200	200	200	100	350
50	20	30	20	30	200	200	200	100	400
55	20	30	20	30	200	200	200	100	450
60	20	30	20	30	200	200	200	100	500
65	20	30	20	30	200	200	200	100	550
70	20	30	20	30	200	200	200	100	600

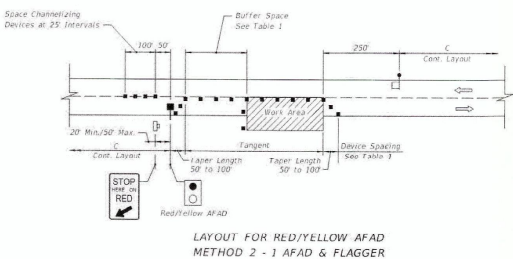
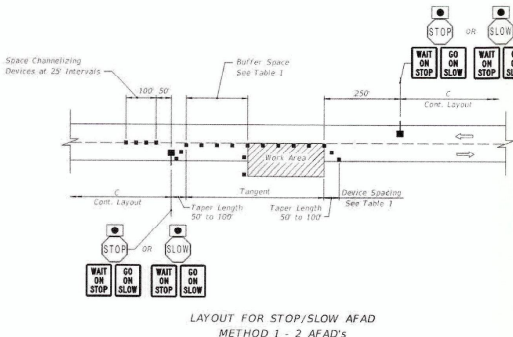
CONDITIONS

WHERE ARE VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION	2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX NO.	SHEET NO.
07/01/15				603	1 of 3

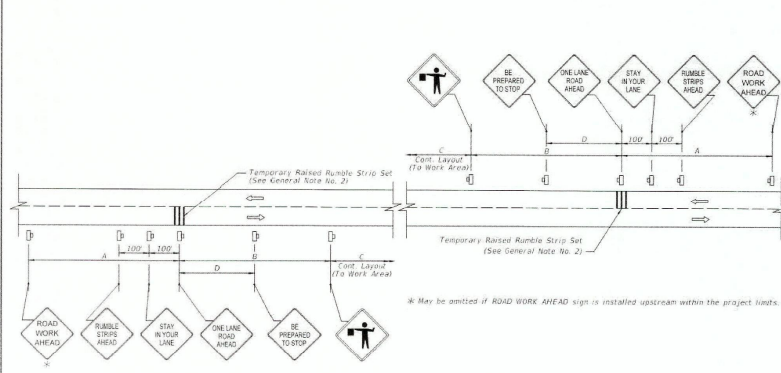
AUTOMATED FLAGGER ASSISTANCE DEVICES NOTES:

- Terminate the flagging station when the AFAD is used at nighttime.
- When the AFAD is not in use, remove or cover signs and close AFAD device outside the clear zone or shield it with a barrier or crash cushion.
- Only qualified flaggers who have been trained in the operation of the AFAD may operate the AFAD. When in use, each AFAD must be in view of and attended at all times by the flagger operating the device. Use two flaggers and one of the following methods in the deployment of AFADs:
 - Method 1: Place an AFAD at each end of the temporary traffic control zone. Method 2: Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.
- A single flagger may simultaneously operate two AFADs (Method 1) or may operate a single AFAD on one end of the temporary traffic control zone while being the flagger at the opposite end of the temporary traffic control zone (Method 2) if all four of the following conditions are present:
 - The flagger has an unobstructed view of the AFAD(s);
 - The flagger has an unobstructed view of approaching traffic in both directions;
 - For Method 1, the AFADs are less than 800 ft apart. For Method 2, the AFAD and the flagger are less than 800 ft apart;
 - Two trained flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

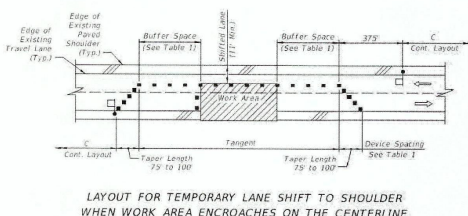
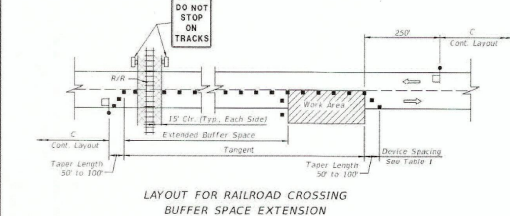


AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADs)

LAST REVISION	DESCRIPTION	2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX NO.	SHEET NO.
07/01/15				603	3 of 3

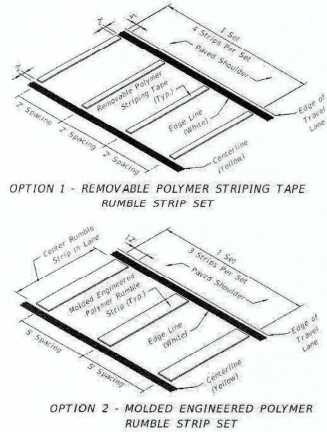


LAYOUT FOR TEMPORARY RAISED RUMBLE STRIPS WHEN REQUIRED WITH ADDITIONAL SIGNS



SPECIAL CONDITIONS

LAST REVISION	DESCRIPTION	2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX NO.	SHEET NO.
07/01/15				603	2 of 3



TEMPORARY RAISED RUMBLE STRIPS



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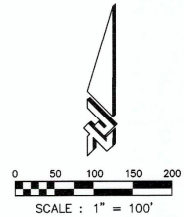
EDGEWATER
EDGEWATER, FL 32132
(386) 677-2462 FAX (386) 677-2565

KING'S LANDING PHASE 1 FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

PROJECT NO: 15082X
ISSUE DATE: 10-19-16
DESIGNED BY: RH/MG
DRAFTED BY: RMC
CHECKED BY: RMH
DRAWING FILE: 15082X-NOT.DWG
XREF'S:
XREF'S:



SCALE: N.T.S.
SHEET: C28 OF 28



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NO.	DATE	REVISIONS	BY
01	9/27/16	REVISED PER CITY COMMENTS	JES
02	11/9/16	REVISED PER CITY COMMENTS	JES
03	11/21/17	REVISED PER CITY COMMENTS	JES

KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 15082X
ISSUE DATE: 8/31/16
DESIGNED BY: JES
DRAFTED BY: JES

CHECKED BY: SB

DRAWING FILE: 15082X-TP

XREFS: 15082X-MODIFIEDTRSURV

XREFS:

NOT VALID WITHOUT SEAL

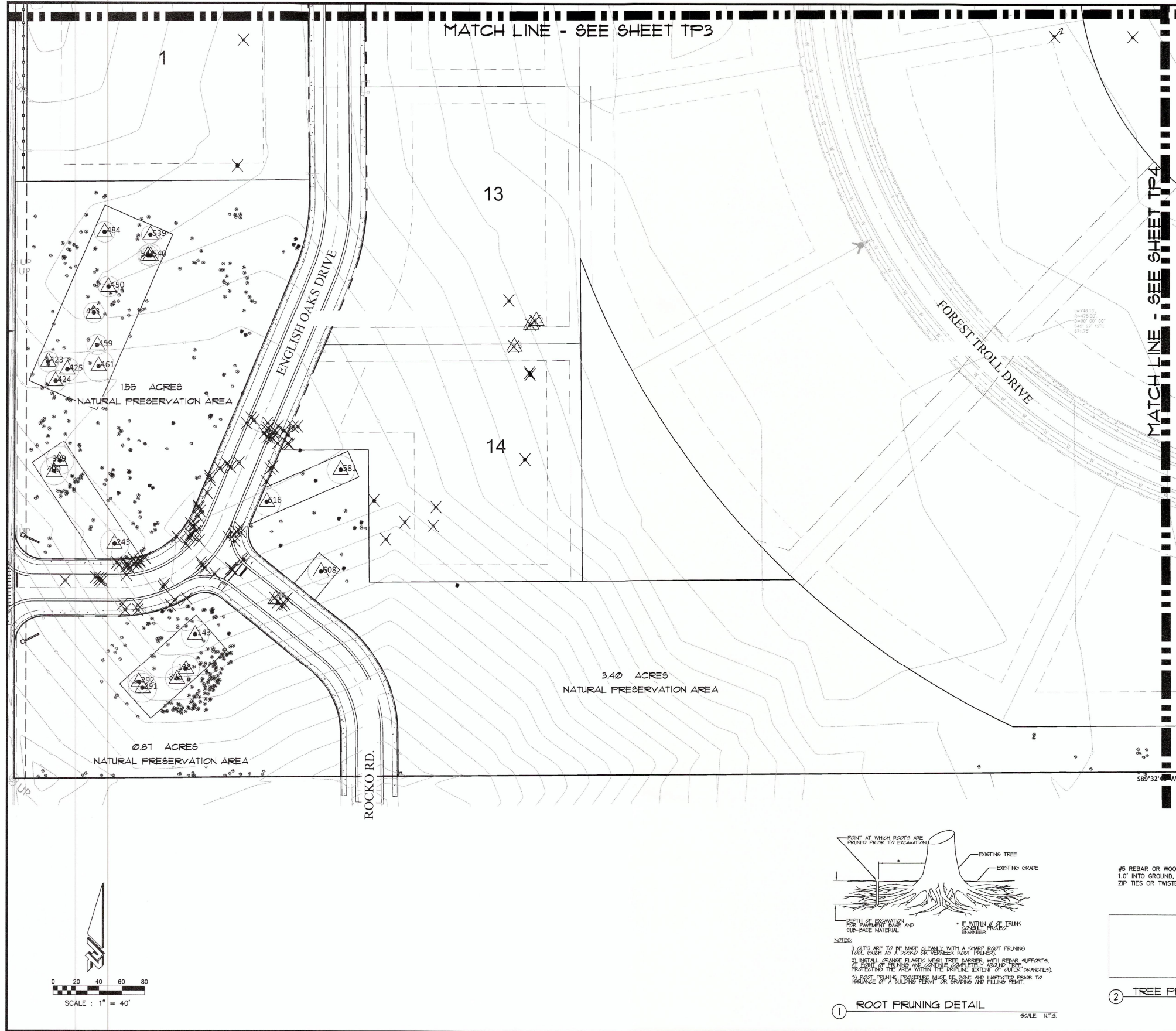
STEPHEN R. BURNS, R.L.A. NO. 986

SCALE: 1" = 100'

SHEET: TP1 OF 7

1-21-2000	2-23-2000	3-26-2000	4-30-2000	5-31-2000	6-30-2000	7-31-2000	8-31-2000	9-30-2000	10-31-2000	11-30-2000	12-31-2000	1-31-2001	2-28-2001	3-31-2001	4-30-2001	5-31-2001	6-30-2001	7-31-2001	8-31-2001	9-30-2001	10-31-2001	11-30-2001	12-31-2001	1-31-2002	2-28-2002	3-31-2002	4-30-2002	5-31-2002	6-30-2002	7-31-2002	8-31-2002	9-30-2002	10-31-2002	11-30-2002	12-31-2002	1-31-2003	2-28-2003	3-31-2003	4-30-2003	5-31-2003	6-30-2003	7-31-2003	8-31-2003	9-30-2003	10-31-2003	11-30-2003	12-31-2003	1-31-2004	2-28-2004	3-31-2004	4-30-2004	5-31-2004	6-30-2004	7-31-2004	8-31-2004	9-30-2004	10-31-2004	11-30-2004	12-31-2004	1-31-2005	2-28-2005	3-31-2005	4-30-2005	5-31-2005	6-30-2005	7-31-2005	8-31-2005	9-30-2005	10-31-2005	11-30-2005	12-31-2005	1-31-2006	2-28-2006	3-31-2006	4-30-2006	5-31-2006	6-30-2006	7-31-2006	8-31-2006	9-30-2006	10-31-2006	11-30-2006	12-31-2006	1-31-2007	2-28-2007	3-31-2007	4-30-2007	5-31-2007	6-30-2007	7-31-2007	8-31-2007	9-30-2007	10-31-2007	11-30-2007	12-31-2007	1-31-2008	2-28-2008	3-31-2008	4-30-2008	5-31-2008	6-30-2008	7-31-2008	8-31-2008	9-30-2008	10-31-2008	11-30-2008	12-31-2008	1-31-2009	2-28-2009	3-31-2009	4-30-2009	5-31-2009	6-30-2009	7-31-2009	8-31-2009	9-30-2009	10-31-2009	11-30-2009	12-31-2009	1-31-2010	2-28-2010	3-31-2010	4-30-2010	5-31-2010	6-30-2010	7-31-2010	8-31-2010	9-30-2010	10-31-2010	11-30-2010	12-31-2010	1-31-2011	2-28-2011	3-31-2011	4-30-2011	5-31-2011	6-30-2011	7-31-2011	8-31-2011	9-30-2011	10-31-2011	11-30-2011	12-31-2011	1-31-2012	2-28-2012	3-31-2012	4-30-2012	5-31-2012	6-30-2012	7-31-2012	8-31-2012	9-30-2012	10-31-2012	11-30-2012	12-31-2012	1-31-2013	2-28-2013	3-31-2013	4-30-2013	5-31-2013	6-30-2013	7-31-2013	8-31-2013	9-30-2013	10-31-2013	11-30-2013	12-31-2013	1-31-2014	2-28-2014	3-31-2014	4-30-2014	5-31-2014	6-30-2014	7-31-2014	8-31-2014	9-30-2014	10-31-2014	11-30-2014	12-31-2014	1-31-2015	2-28-2015	3-31-2015	4-30-2015	5-31-2015	6-30-2015	7-31-2015	8-31-2015	9-30-2015	10-31-2015	11-30-2015	12-31-2015	1-31-2016	2-28-2016	3-31-2016	4-30-2016	5-31-2016	6-30-2016	7-31-2016	8-31-2016	9-30-2016	10-31-2016	11-30-2016	12-31-2016	1-31-2017	2-28-2017	3-31-2017	4-30-2017	5-31-2017	6-30-2017	7-31-2017	8-31-2017	9-30-2017	10-31-2017	11-30-2017	12-31-2017	1-31-2018	2-28-2018	3-31-2018	4-30-2018	5-31-2018	6-30-2018	7-31-2018	8-31-2018	9-30-2018	10-31-2018	11-30-2018	12-31-2018	1-31-2019	2-28-2019	3-31-2019	4-30-2019	5-31-2019	6-30-2019	7-31-2019	8-31-2019	9-30-2019	10-31-2019	11-30-2019	12-31-2019	1-31-2020	2-28-2020	3-31-2020	4-30-2020	5-31-2020	6-30-2020	7-31-2020	8-31-2020	9-30-2020	10-31-2020	11-30-2020	12-31-2020	1-31-2021	2-28-2021	3-31-2021	4-30-2021	5-31-2021	6-30-2021	7-31-2021	8-31-2021	9-30-2021	10-31-2021	11-30-2021	12-31-2021	1-31-2022	2-28-2022	3-31-2022	4-30-2022	5-31-2022	6-30-2022	7-31-2022	8-31-2022	9-30-2022	10-31-2022	11-30-2022	12-31-2022	1-31-2023	2-28-2023	3-31-2023	4-30-2023	5-31-2023	6-30-2023	7-31-2023	8-31-2023	9-30-2023	10-31-2023	11-30-2023</

LEGEND	
	EXISTING TREE TO BE REMOVED
	EXISTING SPECIMEN TREE TO BE REMOVED
	PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 2 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAT AND PLANS FOR PHASE 2 AND 3
	EXISTING HISTORIC TREE
	EXISTING SPECIMEN TREE
	DENOTES ROOT ZONE PROTECTION AREA REQUIRED
	DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
	DENOTES EXISTING TREE
NOTE: SEE TREE LEGEND FOR SPECIES AND PLANT VARIETIES	



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 1 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAT AND PLANS FOR PHASE 2 AND 3
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR PH.

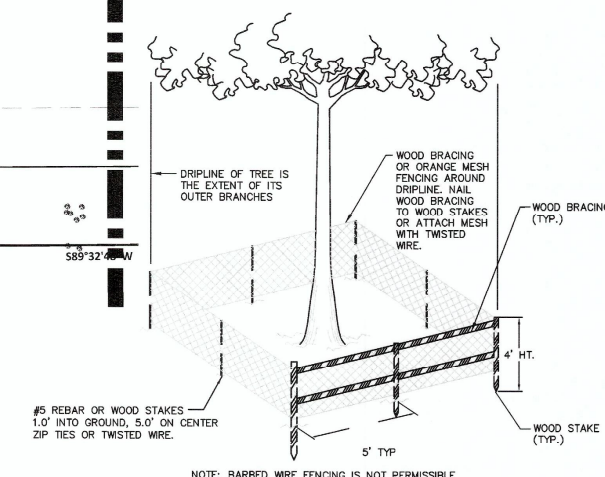
15% NATURAL PRESERVATION	
TOTAL SITE AREA	89.2 ACRES
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 89.2 AC. x 15% = 13.38 AC.)	13.38 ACRES
UNDISTURBED NATURAL PRESERVATION AREA	13.38 ACRES
MINIMUM ON SITE TREES	
MINIMUM TREES REQUIRED ON SITE CALCULATION: 3200/200 SF / 1500 SF = 1.07	1.07
EXISTING TREES TO BE PRESERVED	1.07
NUMBER OF TREES PROVIDED ON LANDSCAPE PLAN	43
NUMBER OF TREES PROVIDED ON RR ZONED LOTS CALCULATION: 17 SHORE TREES x 2% LOTS = .34	.34
NUMBER OF TREES PROVIDED ON R-1000 ZONED LOTS CALCULATION: 8 SHORE TREES x 2% LOTS = .16	.16
TOTAL NUMBER OF TREES EXISTING PLUS PROVIDED	1.57

NOTE: TREES WITHIN THE NATURAL VEGETATION AREAS SHALL BE COUNTED TOWARDS ANY DEFICIT OF REQUIRED TREES ON SITE.

NOTE: NO TREES IN PHASE 2 OR 3 BOUNDARY EXCEPT FOR THE 50' R/W ENGLISH OAK DRIVE R/W IN PHASE 3 WILL BE REMOVED WITH THE DEVELOPMENT OF PHASE 1 TREE REMOVAL IN PHASE 2 AND 3 WILL BE ADDRESSED WHEN SUBDIVISION PLAT AND PLAN APPLICATION IS SUBMITTED FOR EACH PHASE.

SPECIMEN TREE CALCULATIONS	
SPECIMEN TREES ON SITE	50
SITE AVERAGE	89.2
SPECIMEN TREES PER ACRE	1.6
SPECIMEN TREES REQUIRED TO BE PRESERVED (CALCULATION: 50 TREES x 80% = 40 TREES)	40
SPECIMEN TREES TO REMAIN	10

PROTECTIVE BARRIERS SHALL BE SET UP AND MAINTAINED PER THE FOLLOWING SPECIFICATIONS:	
LESS THAN 10'	50%
10' TO 20'	75%
20' OR MORE	1 PER ACRE



STANDARD CONSTRUCTION DETAIL

TREE PROTECTION BARRICADE

REV. 12/08

FILE NAME: R23.DWG

DETAIL REF: R-23

2 TREE PROTECTION BARRICADE DETAIL

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EDGEWATER
1000 S. PALM BLVD., STE. 4
EDGEWATER, FL 32132
(386) 877-2462 FAX (386) 877-2505

NO. 1 DATE: 11/15/2008

DESIGNED BY: JES	REVIEWED BY: JES
DRAFTED BY: JES	REVIEWED BY: JES
CHECKED BY: JES	REVIEWED BY: JES
DRAWING FILE: 15082X.TP	REVIEWED BY: JES
KREFS: 15082X-MODIFIED TRSURV	REVIEWED BY: JES
KREFS:	REVIEWED BY: JES

KINGS LANDING

FINAL ENGINEERING PLANS

TREE PROTECTION PLAN & DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: 15082X

ISSUE DATE: 8/31/16

DESIGNED BY: JES

DRAFTED BY: JES

CHECKED BY: JES

DRAWING FILE: 15082X.TP

KREFS: 15082X-MODIFIED TRSURV

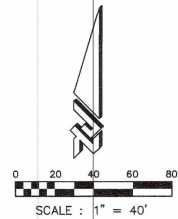
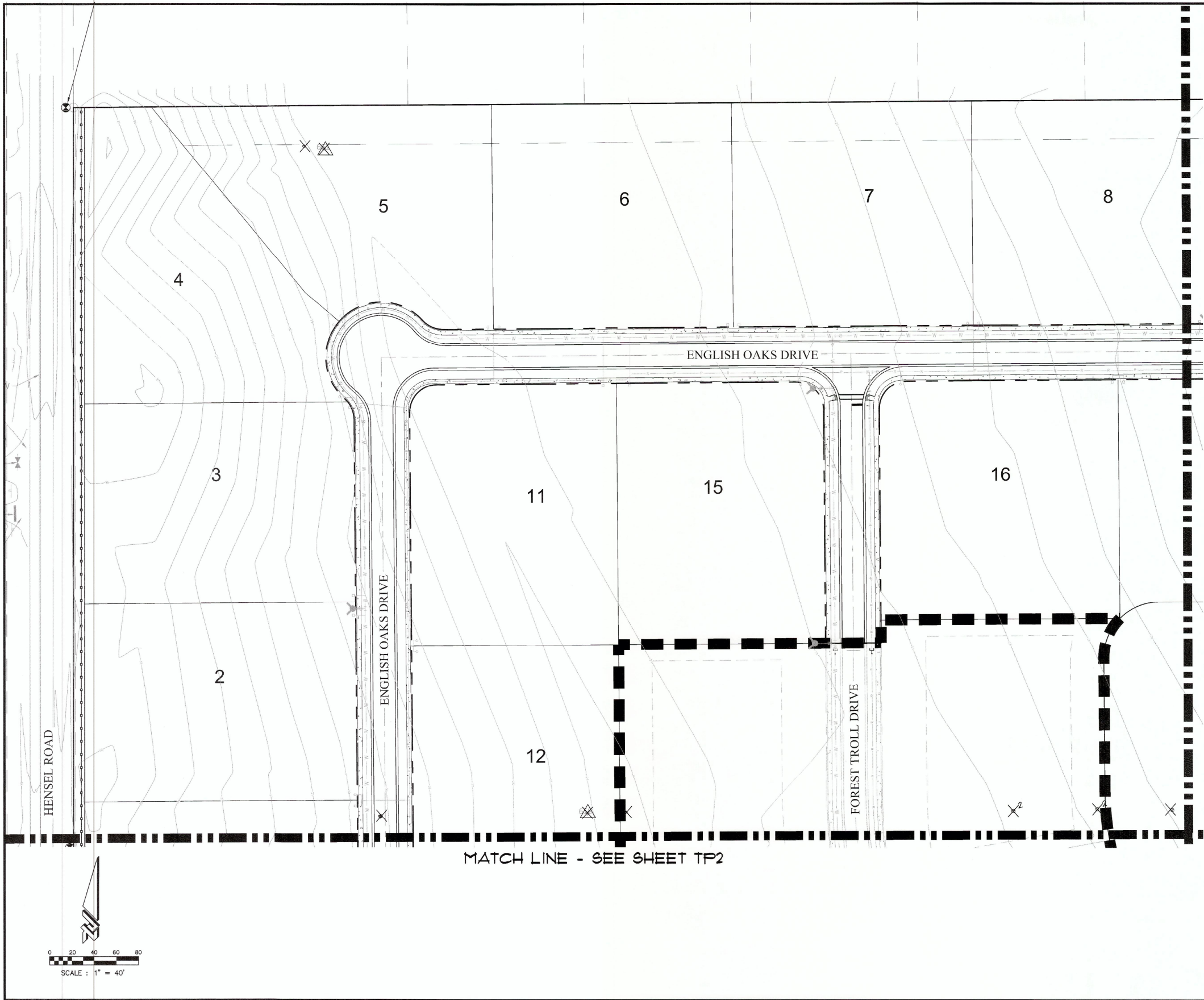
KREFS:

NOT VALID WITHOUT SEAL

STEPHEN R. BURNS, R.L.A. NO. 998

SCALE: 1" = 40'

SHEET: TP2 OF 7



LEGEND	
	EXISTING TREE TO BE REMOVED
	EXISTING SPECIMEN TREE TO BE REMOVED
	PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 2 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAN AND PLANS FOR PHASE 2 AND 3
	EXISTING HISTORIC TREE
	EXISTING SPECIMEN TREE
	DENOTES ROOT ZONE PROTECTION AREA REQUIRED
	DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
	DENOTES EXISTING TREE
NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR PH.	

KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 15082X
 ISSUE DATE: 8/31/16
 DESIGNED BY: JES
 DRAFTED BY: JES
 CHECKED BY: SB
 DRAWING FILE: 15082X-TP
 XREFS: 15082X-MODIFIEDTRSURV
 XREFS:



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 STEPHEN R. BURNS, R.L.A. NO. 986
 SCALE: 1" = 40'
 SHEET: TP3 OF 7

NO.	DATE	REVISIONS
01	07/19/17	REVISED PER CITY COMMENTS
02	11/13/17	REVISED PER CITY COMMENTS
03	11/21/17	REVISED PER CITY COMMENTS
04		
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07		
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19		
20		

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 EDGEWATER, FL 32132
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VOLUSIA COUNTY, FLORIDA

CITY OF FORT ORANGE

MATCH LINE - SEE SHEET TP2

MATCH LINE - SEE SHEET TP5

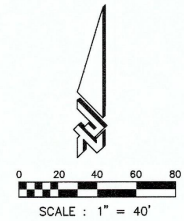
MATCH LINE - SEE SHEET TP6

FOREST TROLL DRIVE

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 2 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAT AND PLANS FOR PHASE 2 AND 3
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- DEMOTES ROOT ZONE PROTECTION AREA REQUIRED
- DEMOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DEMOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DPH.



KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 15082X
ISSUE DATE: 8/31/16
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: SS
DRAWING FILE: 15082X.TP
XREFS: 15082X-MODIFIED-TSURV
XREFS:

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

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STEPHEN R. BURNS, R.L.A. NO. 986
SCALE: 1" = 40'
SHEET: TP4 OF 7

NO.	DATE	REVISIONS	BY
01	08/31/16	ISSUED FOR PERMIT COMMENTS	JES
02	09/01/16	REVISED PER CITY COMMENTS	JES
03	11/12/17	REVISED PER CITY COMMENTS	JES

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EDGEWATER, FL 33138
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MATCH LINE - SEE SHEET TP4

MATCH LINE - SEE SHEET TP1

NATURAL PRESERVATION AREA

WESTPORT DR.

ENGLISH OAKS DRIVE

BROKEN BOW LN

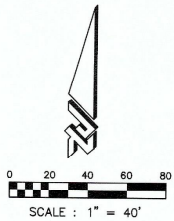
TRACT
CA-4
0.51 ACRES
NATURAL PRESERVATION AREA

20' DRAINAGE R/W

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 2 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAT AND PLANS FOR PHASE 2 AND 3
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- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DETAIL



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NO.	DATE	REVISIONS
1	10.1.16	ISSUED FOR CITY COMMENTS
2	11.16.16	REVISED PER CITY COMMENTS
3	1.12.17	REVISED PER CITY COMMENTS

KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

PROJECT NO: 15082X
ISSUE DATE: 8/31/16
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: SB

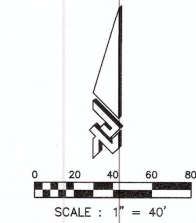
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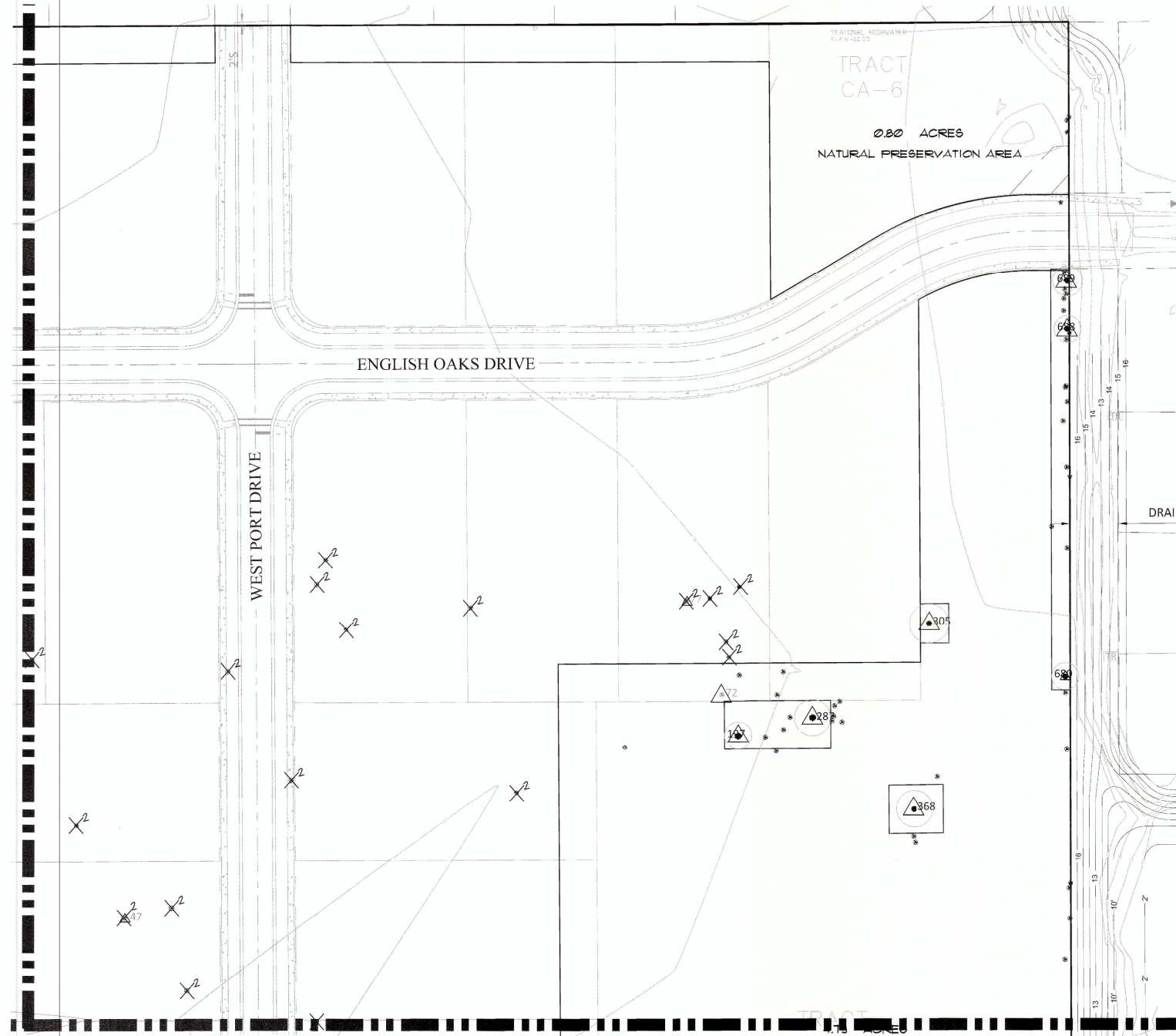
STEPHEN R. BURNS, R.L.A. NO. 986

SCALE: 1" = 40'

SHEET: TP6 OF 7



MATCH LINE - SEE SHEET TP5



MATCH LINE - SEE SHEET TP6

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- PROPOSED FUTURE REMOVAL OF SPECIMEN TREES IN PHASE 2 AND 3 TO BE ADDRESSED DURING REVIEW OF THE SUBDIVISION PLAT AND PLANS FOR PHASE 2 AND 3
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- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DD1.



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STEPHEN R. BURNS, R.L.A. NO. 986
SCALE: 1" = 40'
SHEET: TP7 OF 7

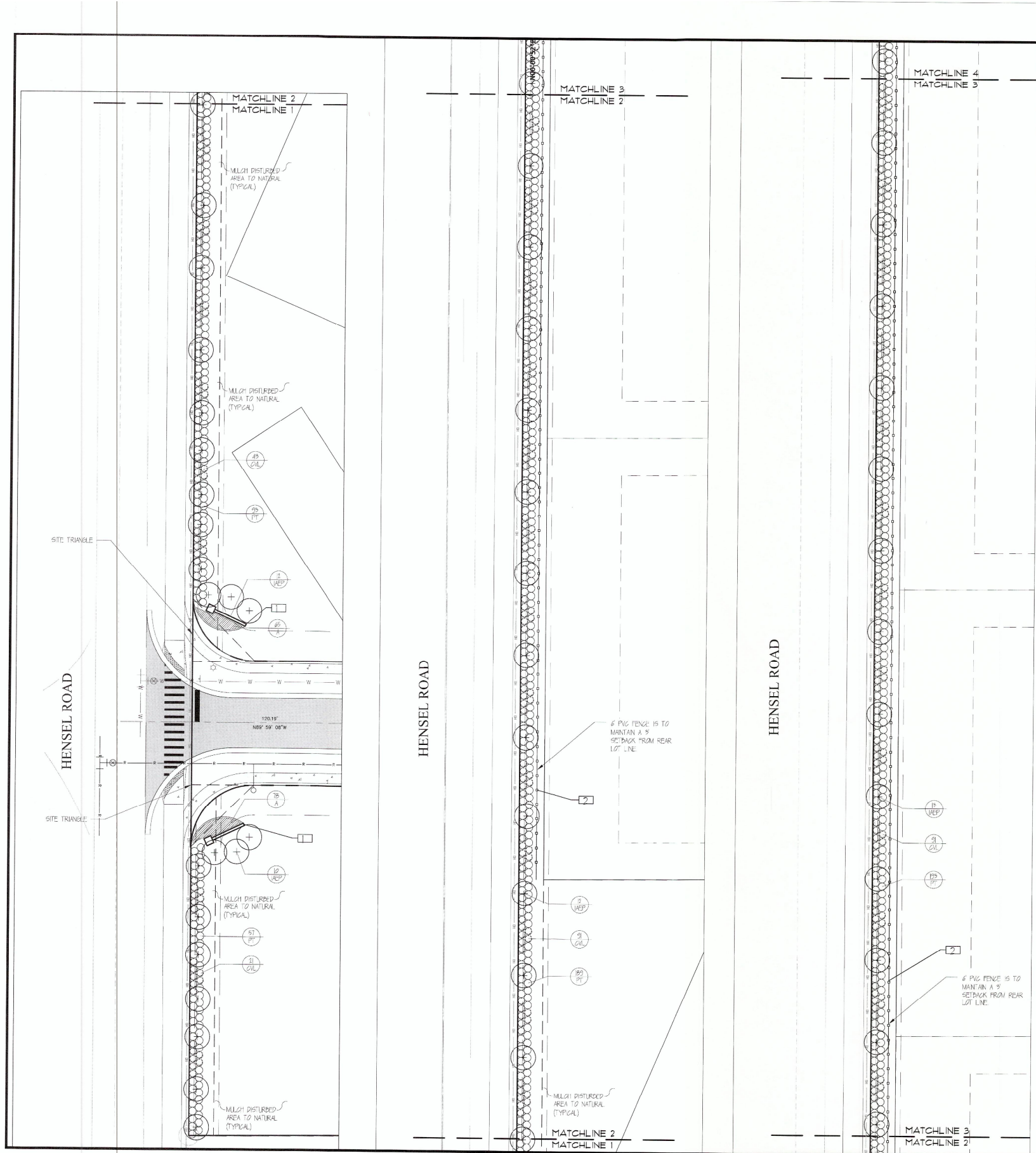
KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS
CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

PROJECT NO: 15082X
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HARDSCAPE LEGEND

SITE AMENITIES / HARDSCAPE ELEMENTS

[Symbol]	ENTRY SIGN
	SEE DETAIL 1, LA3
[Symbol]	6' POLYVINYL FENCE
	SEE DETAIL 1, LA2

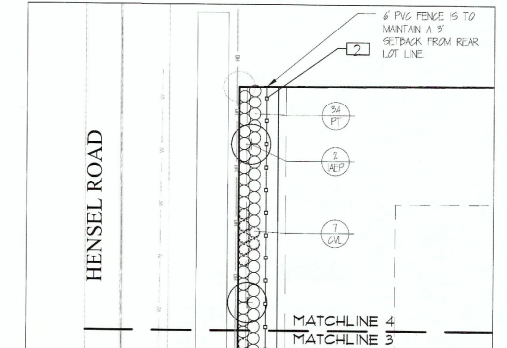
LANDSCAPE BUFFER REQUIREMENTS

NEST	MINIMUM WIDTH (FEET)	REQUIRED	PROVIDED
1	2	2	2
2	4	4	4
3	6	6	6
4	8	8	8

* UNDERSTORY TREES HAVE BEEN SUBSTITUTED FOR SHADE TREES DUE TO OVERHEAD POWER LINES

PLANT SCHEDULE

SYMB	QUAN	SCIENTIFIC NAME	COMMON NAME	SIZE & SPACING
TREES				
WEP	49	ILEX ATTENUATA EAST PALATKA	EAST PALATKA HOLLY	30 GAL., 2 1/2" GAL., 10' HT.
SHRUBS, GROUNDCOVERS, AND VINES				
A	143	ANNUALS	SEASONAL	4" POT, 12" OC.
CVL	293	CALLISTEMON VIMINALIS LITTLE JOHN	DWARF BOTTLE BRUSH	3 GAL., 12" HT. X 28" SPAD, 3' OC.
PT	566	PITTOSPORUM TORRA	PITTOSPORUM	3 GAL., 10" HT. X 15" SPAD, FULL 36" OC.



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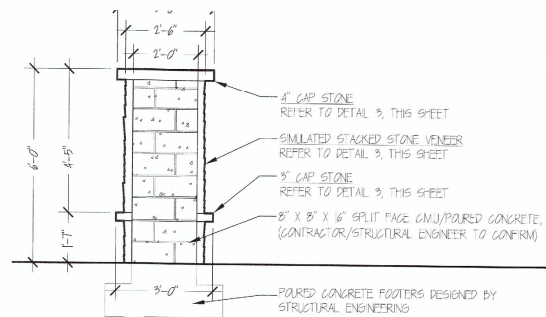
KING'S LANDING
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF FORT ORANGE VOLusia COUNTY, FLORIDA

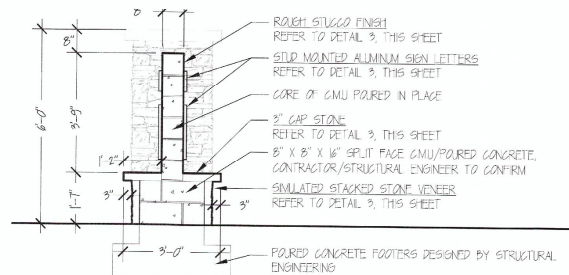
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ISSUE DATE: 8/31/16
DESIGNED BY: JES
DRAFTED BY: JFS
CHECKED BY: SB
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XREFS: 15082X BASE
XREFS:

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STEPHEN R. BURNS, R.L.A. NO. 986
SCALE: 1" = 20'
SHEET: LA1 OF 3



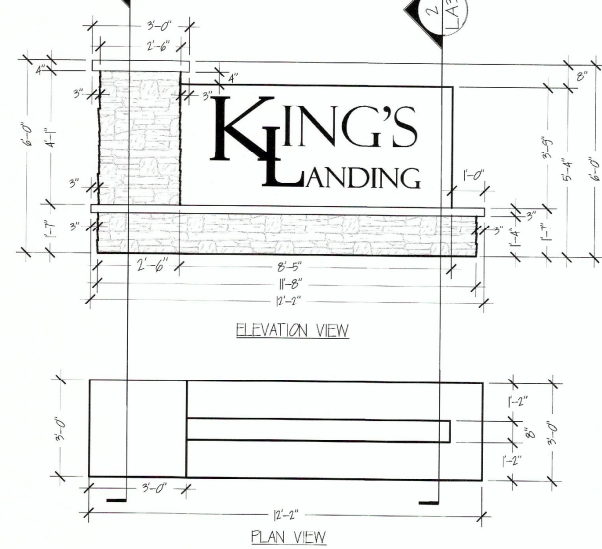
1 ENTRANCE FEATURE SECTION
 ** CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CHUB OF THE FLORIDA BUILDING CODE
 SCALE: N.T.S.



2 ENTRANCE FEATURE SECTION
 ** CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CHUB OF THE FLORIDA BUILDING CODE
 SCALE: N.T.S.



3 ENTRANCE FEATURE DETAIL
 ** CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CHUB OF THE FLORIDA BUILDING CODE
 SCALE: N.T.S.



DESIGN INTENT DRAWINGS ONLY
 CONTRACTOR TO SUBMIT SHOP
 DRAWINGS FOR CONSTRUCTION PERMITS



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 ST. AUGUSTINE, FL 32084
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 EDGEWATER
 1540 AIRWAY RD.
 EDGEWATER, FL 32132
 (386) 677-2482 FAX (386) 677-2565

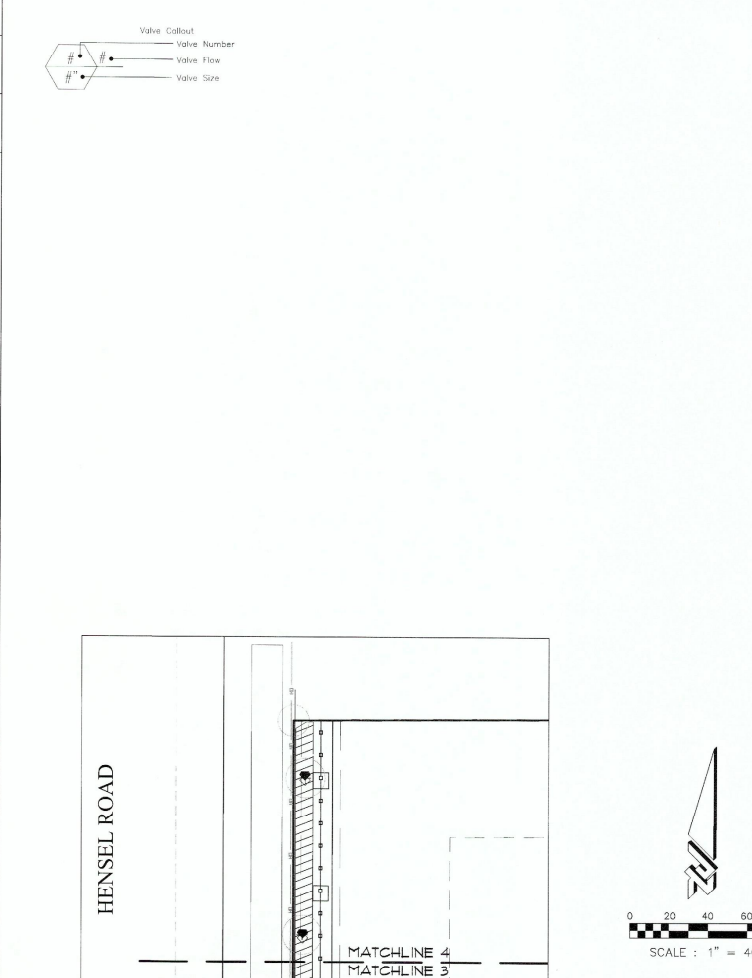
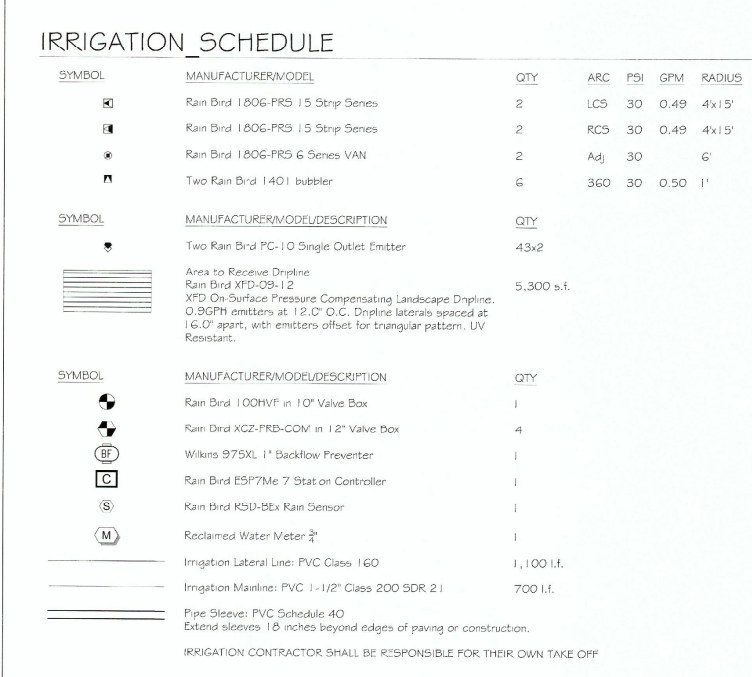
NO.	DATE	REVISIONS	BY	REVIEWED PER CITY COMMENTS SEP. 16, 16
01	12/27/16		JES	

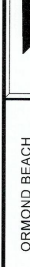
KING'S LANDING
 FINAL ENGINEERING PLANS
 LANDSCAPE PLAN & DETAILS
 VOLUSIA COUNTY, FLORIDA
 CITY OF PORT ORANGE

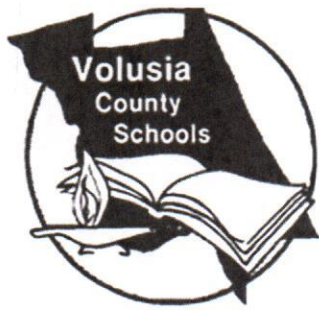
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 ISSUE DATE: 8/31/16
 DESIGNED BY: JES
 DRAFTED BY: JES
 CHECKED BY: SB
 DRAWING FILE: 15082X-LA
 XREFS: 15082X-BASE
 XREFS:



NOT VALID WITHOUT SEAL
 STEPHEN R. BURNS, R.L.A. NO. 986
 SCALE: N.T.S.
 SHEET: LA3 OF 3



 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEV-COHN.COM	
ORMOND BEACH 300 INTERCHANGE BLVD., STE. C ORMOND BEACH, FL 32132-2995 (386) 677-2482 FAX (386) 677-2505	
ST. AUGUSTINE 6277 AIA SOUTH, STE. #102, OFFICE 4 ST. AUGUSTINE, FL 32080 (904) 797-1010 FAX (386) 677-2505	
EDGEWATER 1240 AIRPARK ROAD EDGEWATER, FL 32112-2995 (386) 677-2482 FAX (386) 677-2505	
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VOLUSIA COUNTY, FLORIDA CITY OF PORT ORANGE	
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STEPHEN R. BURNS, R.L.A. NO. 986	
SCALE: 1" = 20'	
SHEET: IR1 OF 2	



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

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

Page 1 of 2

EXHIBIT C

School Board of Volusia County

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

09 February, 2017

Owner:
Coventry Partners, LLC
500 Fentress Blvd.
Daytona Beach, FL 32114

Agent:
Randy Hudak, P.E.

**RE: Kings Landing Phase 1 – Port Orange
School Concurrency Case #16-10-21-001-R**

Dear Mr. Hudak:

School district staff has reviewed the project information for a proposed Single family residential project known as Kings Landing (Phase 1). The complete project site of 82.2+/- acre site is located at 5931 Hensel Road in the City of Port Orange. The information provided in the application packet, the dwelling unit worksheet, and site plans indicate the development of 69 total units to be completed in three phases. Due to the timing of these phases this review will only be relevant for the first phase of nineteen (19) units.

By utilizing the School District's student generation rate (.305) per single family dwelling unit, the project could generate six (6) full time students. The table below contains the impacted school concurrency areas (CSA) and their associated capacity information.

Schools	Adopted LOS	SY15/16 Enrollment	Reserved Capacity	% of Permanent Capacity	Students Generated by Request	Change to LOS
Spruce Creek Elementary	115%	768	58	103%	3	105%
Creekside Middle School	115%	1206	37	110%	1	110%
Halifax High School CSA	120%	7450	182	100%	2	100%
Other					0	

Kings Landing Phase 1 – Port Orange
09 February, 2017

This projected increase in students will not impact the school enrollment beyond adopted LOS utilization rates. At this time the impacted school concurrency 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 submitted includes sidewalks within the apartment complex but those sidewalks do not connect thus do not positively impact the bicycle/ pedestrian connectivity 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.

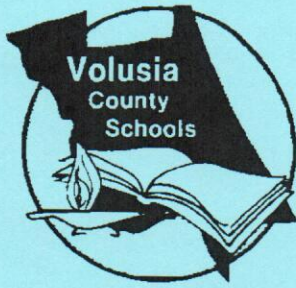
If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,



Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Tim Burman, City of Port Orange
Project File



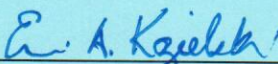
Certificate of School Concurrency

Volusia County School Board

Project Information					
Project Name	Kings Landing Phase 1				
VCSB Project #	16-10-21-001-R				
Jurisdiction Project#					
Parcel ID Numbers:	6321-00-00-0071; 6321-00-00-0074				
Project Location:	5931 Hensel Road				
# of residential units:	19				
Residential Unit Type:	Single Family Detached				
Property Owners:	Coventry Partners, LLC				
Applicant/Agent Name:	Randy Hudak, P.E.				
School Concurrency Analysis					
Schools:	Elementary	Middle	High	Other	Total Capacity Reserved
Students Generated	3	1	2		6
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 Kozielski
 Planning and GIS Specialist

09 FEB 2017

 Issue Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G20) Special Exception for a Medical Marijuana Dispensary at 3510 Nova Rd., Unit 116, Case No. 17-70000001

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the request for a Special Exception for a Medical Marijuana Dispensary in the Community Commercial (CC) zoning district at 3510 Nova Road, Unit 116.

SUMMARY: Planning Commission Action (4/27/17): Recommended Approval

Surterra Wellness, applicant, has applied for a Special Exception to operate a medical marijuana dispensary within the Community Commercial (CC) zoning district. Surterra Wellness (aka, Surterra Therapeutics) is one of the seven approved dispensing organizations licensed by the Florida Department of Health (FDOH) to cultivate, process, and dispense low-THC cannabis and medical marijuana to individuals with an order from a registered physician from FDOH. The proposed location would only dispense low-THC cannabis and medical marijuana to individuals with an order from a registered physician through the DOH Compassionate Use Patient Registry system. The proposed use would be located at 3510 Nova Road, Unit 116, on the west side of Nova Road, south of Madeline Avenue, in the Tuscan Village Shoppes.

In October 2015, the City Council adopted Ordinance 2015-34 amending the Land Development Code (LDC) to create regulations to govern medical marijuana uses. The LDC amendment was prepared in anticipation of the Florida Right to Medical Marijuana Initiative Amendment (Amendment 2) passing in November 2016. The LDC amendment approved by Council added definitions related to medical marijuana, parking requirements, listed medical marijuana related uses as a prohibited home occupation, added medical marijuana dispensaries as a Special Exception use in the Community Commercial zoning district, medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses in the Commercial Industrial and Light Industrial zoning districts, and added special requirements for these Special Exception uses.

All of the Special Exception development criteria for the proposed use (architecture, parking, traffic, landscape buffers, separation, etc.) have been met and it is required to be in compliance with all federal, state and local laws and regulations.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC Staff Report_SE 3510 Nova Unit 116.pdf

Melanie Schmotzer	Created/Initiated - 04/28/2017
Wayne Clark	Approved - 04/28/2017
Matthew Jones	Approved - 05/02/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



STAFF REPORT

Special Exception for a Medical Marijuana Dispensary
in the Community Commercial Zoning District
CASE NO. 17-70000001

REQUEST:	To operate a medical marijuana dispensary at 3510 Nova Road Unit 116 in the Community Commercial (CC) zoning district.
PROPERTY OWNER:	AJADS Investment Group, LLC
APPLICANT:	Surterra Wellness
LOCATION:	3510 Nova Road, Unit 116 (Figure 1)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	April 27, 2017
CITY COUNCIL DATE:	May 16, 2017



Figure 1. Location Map – 3510 Nova Road, Unit 116

OVERVIEW

Surterra Wellness, applicant, has applied for a Special Exception to operate a medical marijuana dispensary within the Community Commercial (CC) zoning district. Surterra Wellness (aka, Surterra Therapeutics) is one of the seven approved dispensing organizations licensed by the Florida Department of Health (FDOH) to cultivate, process, and dispense low-THC cannabis and medical marijuana to individuals with an order from a registered physician from FDOH. The proposed location would only dispense low-THC cannabis and medical marijuana to individuals with an order from a registered physician through the DOH Compassionate Use Patient Registry system. The proposed use would

be located at 3510 Nova Road, Unit 116, on the west side of Nova Road, south of Madeline Avenue, in the Tuscan Village Shoppes.

Medical marijuana dispensaries are permitted in the CC zoning district by Special Exception [Ch. 17, Sec. 21(c)(6) of the LDC]. According to the Land Development Code (LDC), “a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety and general welfare.”

BACKGROUND

In October 2015, the City Council adopted Ordinance 2015-34 amending the Land Development Code (LDC) to create regulations to govern medical marijuana uses. The LDC amendment was prepared in anticipation of the Florida Right to Medical Marijuana Initiative Amendment (Amendment 2) passing in November 2016. The LDC amendment approved by Council added definitions related to medical marijuana, parking requirements, listed medical marijuana related uses as a prohibited home occupation, added medical marijuana dispensaries as a Special Exception use in the Community Commercial zoning district, medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses in the Commercial Industrial and Light Industrial zoning districts, and added special requirements for these Special Exception uses.

In November 2016, Amendment 2 passed and allowed for the medical use of marijuana for individuals with debilitating diseases as determined by a licensed Florida physician. It created entities authorized to acquire, cultivate, possess, process (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, or administer marijuana, products containing marijuana, related supplies, and educational materials to qualified patients or their personal caregivers who are registered by the FDOH. On January 3, 2017, Amendment 2 along with the qualifying medical conditions went into effect. According to State law it is the responsibility of the qualified ordering physician to follow Florida constitution and statute, diagnose patients and determine if medical marijuana is an appropriate treatment. For a patient to be qualified to receive an order for low-THC cannabis or medical cannabis the patient must:

- Be a permanent resident of Florida.
- Be entered into the Compassionate Use Registry by a qualified physician
- Be a patient of an ordering physician for at least 3 months
- Be diagnosed with a qualifying medical condition

SPECIAL EXCEPTION DEVELOPMENT STANDARDS

All Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request.

Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

In 2004, the site was approved for a 31,432 SF shopping center, with potential uses such as office, medical office, personal services, retail, restaurant, and health/fitness clubs. The traffic impact analysis done at the time the building was approved accounted for a mixture of uses. The daily number of trips for a shopping center like Tuscan Village Shoppes is estimated at 1,374¹. The traffic expected to be generated from the proposed use is consistent with the amount projected when the multi-tenant commercial building was developed.

Nova Road is currently operating at a Level-of-Service C with a volume/capacity ratio (V/C ratio) of 0.70. A V/C Ratio of less than 0.9 indicates there is adequate capacity for the traffic estimated to be generated by the tenants at this property (Table 2).

Table 2. Roadway Capacity

Roadway Segment	Maximum Capacity Vehicles Per Day	Current Vehicles Per Day*	Remaining Capacity Vehicle Per Day	Daily V/C Ratio**
Nova Rd. from Madeline Ave. to Dunlawton Ave.	39,800	28,000	11,800	0.70

*Source: Volusia County Traffic Engineering, 2015

**V/C Ratio (Volume-Demand-to-Capacity Ratio) compares roadway demand (vehicle volumes) with roadway supply (carrying capacity).

A sidewalk and driveway access exists to serve the site. There is a median in Nova Road that restricts access to right turn in and right turn out. The only vehicular access to the property is from the driveway entrance along Nova Road.

- 2. Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.*

The subject property was developed with 127 spaces, as required by the LDC for the shopping center of this size, which includes uses such as medical office, personal services, retail, restaurants, and health/exercise facilities. There is sufficient parking at the site to serve the proposed use.

- 3. Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

The site was developed with landscape buffers in accordance with the LDC for screening the surrounding properties from a multi-tenant shopping center. A minimum 5' landscape buffer was required along the south and north side and a minimum 20' landscape buffer and a 6' masonry wall was required along the rear property line. The building is set back 27' on the south side, 55' on the north side, and 138' from the rear lot line. The existing buffers meet the LDC requirements.

¹ ITE Code 826, ITE Trip Generation Manual, 9th edition

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development.*

The building was designed to meet the architectural regulations of the LDC. No exterior changes are proposed. Any proposed signage will have to meet the regulations set forth by the LDC.

In addition to the standard development requirements for all special exceptions, a medical marijuana dispensary in the CC zoning district must also comply with nine (9) additional development requirements [Ch. 18, Sec. 3(b)(9.8) of the LDC]. The following are the additional development requirements for a medical marijuana dispensary and how they apply to the request.

Specific Medical Marijuana Dispensary Development Requirements:

1. *Loitering. A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitees to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive, transact business and depart. The medical marijuana dispensary shall post conspicuous signs on all exterior sides of the building or tenant space that no loitering is allowed on the property.*

According to the applicant, in their current location (Tampa) there is a short transaction time and there have not been any issues with customers or patients gathering in the parking lot or outside of the tenant space. The applicant also states that their stores (Tampa and Tallahassee – under construction) have been designed with an open floor plan for displays and seating areas for customers along with private consultation space for approved individuals picking up their order. If approved, the applicants would design and construct the Port Orange store similar to their other two locations.

Figure 2. Example of Interior of Surterra Wellness



Although the store would be open to the public, one cannot purchase medical cannabis based products without a pre-approved order from a registered physician that goes through the Florida Department of Health (DOH). An ordering physician

must enter an order of low-THC or medical cannabis for the named patient into the DOH Compassionate Use Patient Registry, and update the registry to reflect the contents of the order. The physician must update the registry within 7 days after any change is made to the original order and must deactivate the patient's registration when treatment is discontinued.

Qualified patients can only fill orders at an approved dispensing organization facility. The dispensing organization will verify the identity of the patient or legal representative, as well as the order, in the Compassionate Use Registry. A dispensing organization may not dispense more than a 45-day supply of low-THC or medical cannabis.

The posting of no loitering signs will be installed prior to staff issuing a Certificate of Occupancy and the store being open to the public.

2. *On-premises consumption. No marijuana or marijuana-based products shall be smoked, ingested, or otherwise consumed on the premises, unless administered by a licensed physician. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.*

In-store usage is prohibited by state law, and therefore not allowed. The Applicant is aware of the State and City requirement.

3. *Alcohol and controlled substances. No alcohol or other controlled substances (other than those types of marijuana approved for sale by the state department of health) shall be consumed, made available, sold, offered for sale, given, distributed, traded, or otherwise provided on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings of the medical marijuana dispensary.*

According to the Applicant, only medical cannabis based products and general apparel (T-shirts, hats, etc.) is sold in Surterra Wellness stores.

4. *Separation distances. The proposed site shall be at least 1,000 feet from the nearest pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana cultivation center, medical marijuana processing facility, or another medical marijuana dispensary, measured lot line to building.*

The proposed location is not within 1,000 feet of any pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana cultivation center, medical marijuana processing facility, or another medical marijuana dispensary (see Exhibit B).

5. *Hours of operation. A medical marijuana dispensary may only operate Monday through Friday and only between the hours of 7:00 a.m. and 9:00 p.m.*

The Applicant has stated that the hours of operation are regulated by the State. State regulations require that a dispensing facility may, "Not dispense from its premises low-THC cannabis, medical cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day." The Applicant's Tampa location is currently open from 1 p.m. to 6 p.m. The Applicant is aware that the store can only be open Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m.

6. *The proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients.*

There are no temporary or portable structures proposed. The proposed location is an existing tenant space in the Tuscan Village Shoppes. The restriction on deliveries is preempted by state law to the extent that it is inconsistent therewith. If needed, Staff will bring forward an LDC amendment to address any inconsistencies and redundancies with State law adopted in 2016 and pending rules under consideration by the DOH.

7. *Site lighting. The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times during business hours.*

The subject property was developed with parking lot lighting as required by the LDC. The parking lot is lit at night when the shopping center is open which includes the business hours for the tenants.

8. *Display of state registration. Any medical marijuana dispensary shall be validly registered with the State of Florida, if required, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner and designated physician responsible for compliance with state and city law.*

The Applicant has stated that per State and City code, Surterra Wellness will display all State licenses, City licenses, and local Business Tax receipt, and the name of the owner and designated physician responsible for compliance with State and City laws. Proof of State registration will be required prior to issuance of a City Business Tax receipt. Staff will verify display of required documents prior to issuance of Certificate of Occupancy.

9. *Compliance with other laws. All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.*

According to the Applicant, Surterra Wellness will maintain compliance with all State and local regulations including any State required compliance processes.

RECOMMENDATION

Staff recommends approval of the Special Exception to allow a medical marijuana dispensary to be developed and operated at 3510 Nova Road, Unit 116.

ATTACHMENTS

Exhibit A - Applicant's Letter Dated April 3, 2017

Exhibit B - Proximity to House of Worship, School, or Child Care Map

Exhibit C – Letter(s) of Opposition

TO WHOM IT MAY CONCERN.

April 3, 2017

Ms. Penelope Cruz, AICP
Principal Planner
City of Port Orange
Community Development
1000 City Center Circle

Surterra Holdings: Georgia

3340 Peachtree Rd. NE
Atlanta, GA 30326

RE: Surterra Wellness – Special Exception Letter

Surterra Holdings: Florida

1639 Village Square Blvd
Tallahassee, FL 32308

Dear Ms. Cruz,

During the due diligence period in which Surterra Wellness completed for Tuscany Village Shoppes Shopping Center, our findings resulted that the proposed location for Surterra Wellness will be over 1,000 linear feet from any pre-school, day care, house of worship, public parks, drug treatment facility, half-way homes, medical marijuana cultivation center or any other medical marijuana dispensary. In addition, State regulations restrict several of the requirements that are outlined in the CC zoning code which have been addressed as part of the license agreement between Surterra Wellness and the State of Florida:

Standard Special Exception Development Standards:

1. Landlord has provided more than adequate parking thus no changes to the traffic flow or pattern is expected. Landlord has also provided adequate site lighting. Landlord has provided adequate site lighting as defined in the CC zoning.
2. Loading and unloading is generally done in the rear of the building. Our average transaction time is generally less than 5 mins and our patients are coming to purchase specific products so we feel we are generating normal traffic. Landlord has provided more than adequate parking thus no changes to the traffic flow or pattern is expected. Landlord has also provided adequate site lighting. Landlord has provided adequate site lighting as defined in the CC zoning.
3. Our store is in an existing shopping center and is an inline space. We anticipate no changes to the landscaping beyond what is currently allowed there or already in existence.
4. Our store is of the highest quality and is a branded health and wellness concept. Similar to our responses in number 4, this is an inline space so the exterior conditions are pre existing.

Specific Medical Marijuana Dispensary Development Requirements:

1. Our wellness centers have plenty of seating and private consultation space. With our short transaction time as references above, our stores have no queue system.
2. In store usage is prohibited by state law, and therefore, it is not allowed.
3. Only medical cannabis based products, and general apparel is sold in our stores. Alcohol is not sold in any of our other stores.
4. Separation distances addressed above.
5. Hours of operation to be determined by state regulations and will be considered for

all local municipalities. Our Tampa location currently is open from 1pm-6pm.

6. The premises is located in a solid, structural building. We will follow all laws of the state.
7. Landlord has also provided adequate site lighting. Landlord has provided adequate site lighting as defined in the CC zoning.
8. Per state and municipal code, Surterra Wellness will display state registration at all times.
9. Surterra Wellness will maintain compliance with all state and local municipal regulations including any state required compliance processes.

Regards,

Nicholas Monette

Nicholas Monette
VP, Real Estate
Surtterra Holdings, Inc.

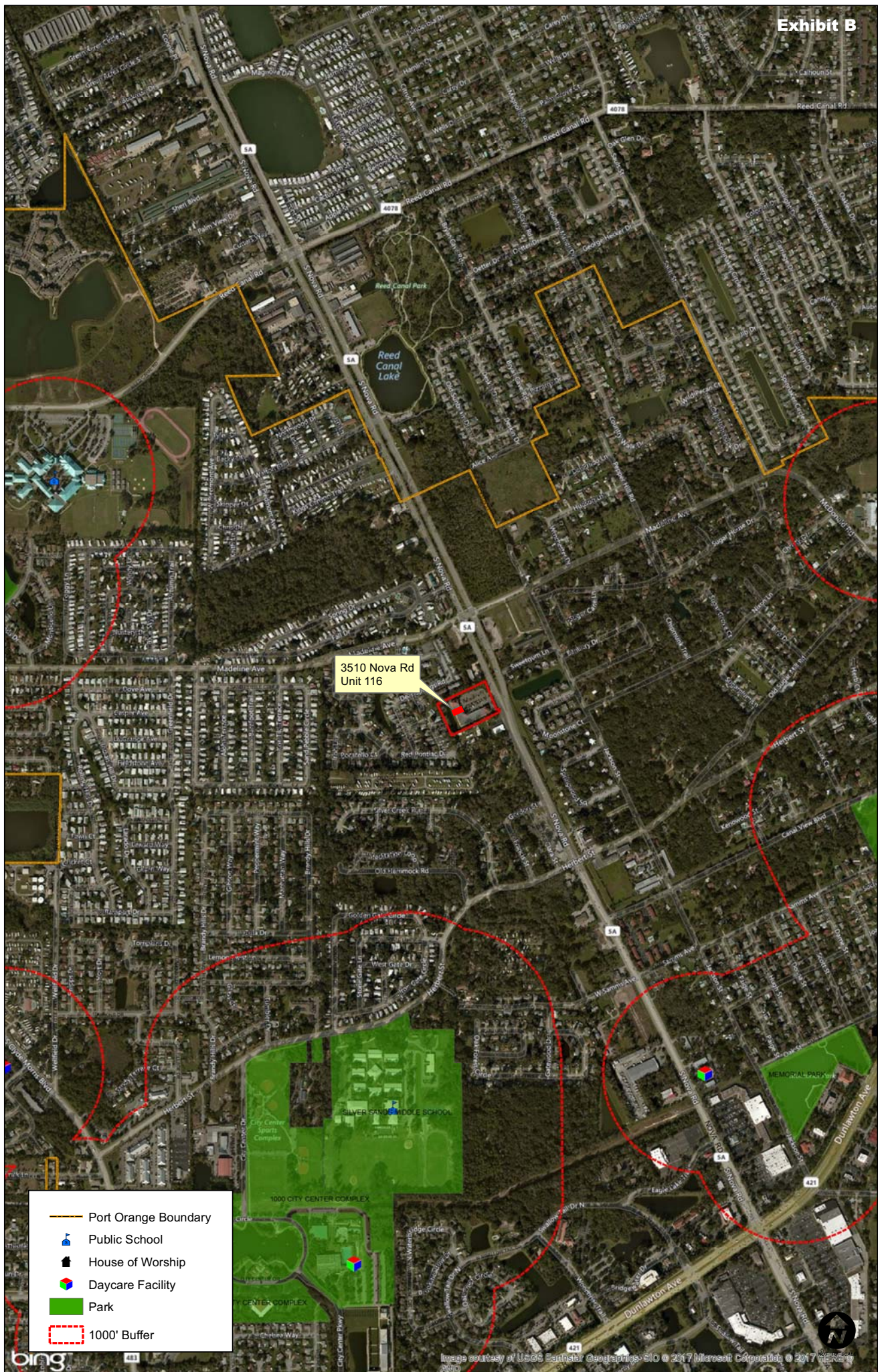


Exhibit C

April 17, 2017

3518 S. Nova Road
Port Orange, Fl.
32129

(386) 756-3518

Dear City Planning Commission,

With Regards to the "Special Exception"
medical marijuana dispensary operating
within unit 116 of Tuscon Village Shoppers
3510 S. Nova Road, Port Orange, Florida
or within any unit at that location, I
George A. Littlefield and I fear (Kusmer) Littlefield
are opposed.

Thank you, we appreciate your consideration in this
zoning matter.

Sincerely,
George Littlefield
Fear X. Littlefield
4-17-17



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G21) Second Reading - Ordinance No. 2017-3 – Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000006

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-3, approving the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, subject to the City Attorney's review and approval of the final documents.

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The applicant proposes to modify the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to provide the regulatory framework to subdivide the subject property into six commercial lots, amend the list of permitted uses allowed for the PCD, and establish the review process for temporary uses and special events.

The staff report is attached for additional information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-3	Ord. No. 2017-3.pdf
2.	Staff Report	Staff Report Clark.pdf

Robin Fenwick

Created/Initiated - 04/17/2017

ORDINANCE NO. 2017-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fifth Amendment"); and

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

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

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

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

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

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

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

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2017

Passed and adopted on second and final reading on the day of
_____, 2017

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

Exhibit "1"

FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between All Aboard Holdings, LLC, a Florida Limited Liability Company, D. Andrew Clark, Clark Office Building, Ltd., a Florida Limited Partnership, Lois E. Clark Trust, and the Douglas J Clark Irrevocable Trust, all located at 5111 S. Ridgewood Avenue, Port Orange, FL 32127 (collectively referenced as the "Developer"), and the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City"), (collectively the "Parties"), who hereby agree and covenant as follows:

WHEREAS, The Developer and the City previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development, recorded in Official Records Book 4550, Page 672, Public Records of Volusia County, Florida ("MDA"); and

WHEREAS, the Parties entered into that certain First Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 20, 2000 and recorded in Official Records Book 4581, Page 1194, Public Records of Volusia County Florida ("First Amendment"); and

WHEREAS, the Parties entered into that certain Second Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 17, 2001 and recorded in Official Records Book 47251, Page 1695, Public Records of Volusia County Florida ("Second Amendment"); and

WHEREAS, the Parties entered into that certain Third Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of November 22, 2002 and recorded in Official Records Book 4979, Page 4950, Public Records of Volusia County Florida ("Third Amendment"); and

WHEREAS, the Parties entered into that certain Fourth Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of September 19, 2006 and recorded in Official Records Book 5923, Page 2515, Public Records of Volusia County Florida ("Fourth Amendment"); and

WHEREAS, pursuant to the MDA and subsequent amendments thereto, the Developer has developed that certain property referenced as the PCD Property, shown on **Exhibit "A"** and made apart hereof by reference hereinafter "PCD Property";

WHEREAS, the Developer desires to clarify certain terms set forth in the MDA as has been previously amended as set forth in this Fifth Amendment; and

WHEREAS, the Developer desires to amend the MDA and the First, Second, Third, and Fourth Amendments as applied to the PCD Property in order to replat a portion of the PCD Property (hereinafter "Fifth Amendment Project Area") and clarify the Permitted, Special, Accessory and Temporary Uses and the building setbacks of the Fifth Amendment Project Area.

NOW, THEREFORE, the parties agree as follows:

1. The premises stated above are true correct and form a material part of this Fifth Amendment.
2. Fifth Amendment Project Area. Developer intends to replat a portion of the PCD Property into 6 lots, hereinafter "Fifth Amendment Project Area.", described in **Exhibit "B"**
3. Revised Conceptual Development Plan. The Revised Conceptual Development Plan for the PCD Property is shown on **Exhibit "C"**, attached hereto and by reference made a part hereof ("Revised CDP"). Parcel #1 on the Revised CDP is not subject to the modifications set forth in this Fifth Amendment.
4. Subdivision of Fifth Amendment Project Area:
 - A. The Fifth Amendment Project Area proposed lot layout is depicted on the Conceptual Replat Plan of the Revised Conceptual Development Plan for the Clark Professional Center and Wedding Chapel (Plat) attached hereto as **Exhibit "D."** Lot dimensions shall be set forth on the plat as required by law. The platted lots shall be exempt from the LDC minimum lot size and width requirements. Concurrently with the recording of the Plat the Owner/Developer shall record in the Public Records of Volusia County, Florida, a Declaration of Covenants Restrictions and Easements for the Clark Professional Center and Wedding Chapel PCD and a Reciprocal Easement Agreement (REA) benefitting each platted lot within the Fifth Amendment Project Area and providing legal access, cross access, parking and drainage rights. Platted lots shall not be required to be contiguous to a vehicular public right of way.
 - B. All lots within the subdivision shall have non-vehicular access to a street dedicated to public use which has been accepted for maintenance by Volusia County, the City of Port Orange, or the Florida Department of Transportation. Where the lots in the proposed subdivision are not adjacent to a public street with vehicular access, the Developer shall provide vehicular access and pedestrian access easements across the respective lots within

the plat for property owner access, and for government and utility services in accordance with the requirements set forth herein and the resolutions of the city.

5. **Permitted Uses within 5th Amendment Project Area:**

A. Permitted Uses, Permitted Uses with Special Development Requirements, and Special Exception Uses shall be those allowed in the City of Port Orange's Ridgewood Development (RD) Zoning District, as may be amended from time to time, including the following uses:

- Cultural facilities
- House of Worship/Wedding Chapel
- Caretaker's Residence
- Wedding Gazebo
- Off-Site Parking

B. The location of off-site parking spaces shall adequately serve the use for which they are intended. The following factors shall be considered:

- I. Proximity of the off-site parking spaces to the use that they will serve.
- II. Ease of pedestrian access to the off-site parking spaces.
- III. Whether the off-site parking spaces are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.
- IV. The location of off-site parking spaces shall not create unreasonable hazards to pedestrians, hazards to vehicular traffic, traffic congestion, and interference with access to other parking spaces in the vicinity.
- V. The developer shall furnish a written agreement or attach off-site parking by deed to the parcel to which such parking is designed to serve, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.

C. Outside storage or display of equipment, materials, vehicles, boats, or homes for sale are prohibited for any permitted use.

6. **Prohibited Uses within the 5th Amendment Project Area:**

- Auction houses
- Convenience stores with or without fuel operations
- Fortunetellers, astrologers, and palm readers
- Greenhouses and nurseries (wholesale and retail)
- Manufacturing, fabrication
- Manufacturing, limited
- Mini warehouses
- Motor vehicle repair facilities
- Motor vehicle service centers
- Motor vehicle service stations
- Multi-family dwellings
- Pawn shops
- Retail home building materials

- Taxidermy
- Wholesalers and distributors

7. Special or Temporary Uses within 5th Amendment Project Area.

- A. Special or Temporary Uses including, but not limited to, Fairs, Carnivals, Farmers Markets, Seasonal Parking Lot Sales & Events (Halloween, Christmas, Bike Week, Speedweeks, etc.), Charitable Events, Running/Walking Events, Outdoor Boat or RV Sales, Sidewalk Sales, Car Shows, Indoor/Outdoor Music Events, Art Shows and similar events. Temporary Uses shall be permitted in accordance with the requirements in the LDC and Code of Ordinance for a “Special Event Permit” which shall be reviewed and approved by the Administrative Official.
- B. Outdoor display is allowed as part of an approved Special Event Permit

8. Parking within 5th Amendment Project Area.

- A. Parking shall be in compliance with the requirements in the LDC or the Clark Professional Center and Wedding Chapel MDA and Amendments 1-4 unless modified herein.
- B. Parking Requirements shall be in compliance with the requirements in the LDC except as listed below:
 - I. Medical/Professional Office – 1 space/250SF
 - II. Chapel & Reception Hall - 1 space/3 seats within the main area. A reduction in the total number of required parking spaces is allowed for these two uses jointly providing off-street parking when their respective hours of need of maximum parking do not normally overlap and the parking complies with this agreement.
- C. Prior to the recording of the Replat of the Fifth Amendment Project Area, a recorded Reciprocal Easement Agreement (REA) shall provide shared parking for the benefit of platted lot owners for Lots 1, 2, 3, 4, 5, and 6 within the Fifth Amendment Project Area Project. The shared parking will be located on platted lots within the Fifth Amendment Project Area Project but said shared parking may be located on a different platted lot from the lot on which the improvements are located.
- D. Prior to any development on Lot 3, the property owner of Lot 3 shall demonstrate that the required parking for Lots 1-2 and 4-6 is met according to the Agreement and the LDC.

9. Dimensional Requirements within 5th Amendment Project Area.

- A. Dimensional Requirements:
 - Maximum Building Coverage: 35%
 - Minimum Open Space: 30%
 - Minimum Building Setbacks:
 - Front Yard (Lot1-3, 5 & 6): 12 feet
 - Front Yard (Lot 4): 10 feet
 - Side Yard: 10 feet
 - Rear Yard: 10 feet
 - Maximum Height: 45 feet
 - Covered Walkway Between Lots 1 and 2. The covered walkway between Lots 1 and 2 can remain as shown on the Conceptual Development Plan.

10. Section 7 of the Agreement, Property Owners Association is further amended as follows:

Should the Property ever come to be subdivided, in lieu of a Property Owners Association, the Developer shall enter into an agreement to govern the continued and perpetual maintenance of certain common facilities on or otherwise serving the entire Property, including but not limited to common areas, drive aisles, parking areas, utilities, and stormwater facilities ("Common Facilities") in accordance with the LDC, this Agreement and an instrument entitled "Easements with Covenants and Restrictions Agreement ("ECR") to be approved by the City and recorded prior to the recording of the plat. The ECR shall provide for the necessary and required operation, repair and maintenance of the Common Facilities serving the Property. Such ECR Agreement shall provide that each owner of a lot subject to this Ordinance will be responsible for the operation, repair and maintenance of the Common Facilities on their respective lot. The ECR agreement shall provide that in the event that a lot owner fails to properly operate, repair and maintain such facilities, the owner of Lot 2, its successors and assigns, shall have the obligation and responsibility to repair and maintain such facilities. The ECR Agreement shall also authorize liens to be placed upon property of any owner who fails to comply with provisions of the said ECR Agreement and shall authorize the owner of Lot 2 to enforce these provisions if a lot owner fails to properly operate, repair and maintain the common facilities on their respective lot.

11. Effective Date. This Fifth Amendment shall be effective on the date it is executed by all parties.
11. Recordation. This Fifth Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
12. Full Force and Effects. The MDA, and its First, Second, Third and Fourth Amendments shall remain in full force and effect except with respect to those matters specifically amended by this Fifth Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Printed Name: _____

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

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

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

DEVELOPER:

All Aboard Holding, LLC, A Florida Limited Liability Company

By: _____
D. Andrew Clark, Manager

Date: _____, 2017

D. Andrew Clark

By: _____
D. Andrew Clark, Owner

Date: _____, 2017

Clark Office Building, Ltd., a Florida Limited Partnership

By: _____
D. Andrew Clark, President of All Aboard Corp., a Florida Corporation, Its General Partner

Date: _____, 2017

Clark Professional Center Condo Association, Inc.

By: _____
D. Andrew Clark, President

Date: _____, 2017

Douglas J. Clark Irrevocable Trust

By: _____
D. Andrew Clark, Co-Trustee

Date: _____, 2017

By: _____
Lois Clark Loesch f/k/a Lois E. Clark, Co-Trustee

Printed Name: _____

Lois E. Clark Trust

Printed Name: _____

By: _____
Lois Clark Loesch f/k/a Lois E. Clark,
Trustee of the Lois E. Clark Trust

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by D. Andrew Clark, as manager of All Aboard Holdings, LLC, individually, as president of All Aboard Properties, as president of Clark Professional Center Condo Association Inc. and as co-trustee of the Douglas J. Clark Irrevocable Trust He ☐ is personally known to me OR ☐ produced _____ as identification.

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by Lois Clark Loesch f/k/a Lois E. Clark, as Trustee of the Lois E. Clark Trust and as Co-Trustee of the Douglas J. Clark Irrevocable Trust She ☐ is personally known to me OR ☐ produced _____ as identification.

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

EXHIBIT "A" (PCD PROPERTY)

LEGAL DESCRIPTION:

ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,

TOGETHER WITH:

THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TOGETHER WITH :

LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH:

ALL OF LOT 1 AND LOT 2, AND THE NORTH 20 FEET OF LOT 3, BLOCK 3, NORWOOD, ACCORDING TO THE PLAT OF SAID NORWOOD SUBDIVISION FILED AND RECORDED IN MAP BOOK 5, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS AND ACCRETIONS THERETO,

TOGETHER WITH:

THE EAST 59 FEET OF LOT 4, BLOCK 3, NORWOOD SUBDIVISION, AS PER THE MAP THEREOF RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOT 1 OF ALLAN PARK MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH ANY RIPARIAN RIGHTS THEREOF.

EXHIBIT "B" (5TH AMENDMENT PROJECT AREA)

LEGAL DESCRIPTION:

ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,

TOGETHER WITH:

THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TOGETHER WITH:

LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH:

LOT 1 OF ALLAN PARK MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH ANY RIPARIAN RIGHTS THEREOF.

EXHIBIT "C"

[illegible][illegible]

KIRBY PARK

PROPOSED AMENDMENT TO THE PLANNED COMMERCIAL DEVELOPMENT (PCD) ZONING

PROPOSED BUILDING FOOTPRINT

PROPOSED COVERAGE (85% MAX)

PROPOSED ADDITION (4000 SF)

EXISTING BUILDING FOOTPRINT

EXISTING COVERAGE (85% MAX)

EXISTING ADDITION (4000 SF)

PROPOSED WEDDING CHAPEL

PROPOSED MASTER BUILDING

PROPOSED PARKING

PROPOSED DRIVE

PROPOSED UTILITY FACILITY

PROPOSED LOT 1

PROPOSED LOT 2

PROPOSED LOT 3

PROPOSED LOT 4

PROPOSED LOT 5

PROPOSED LOT 6

PROPOSED LOT 7

PROPOSED LOT 8

PROPOSED LOT 9

PROPOSED LOT 10

PROPOSED LOT 11

PROPOSED LOT 12

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PROPOSED LOT 206

PROPOSED LOT 207

PROPOSED LOT 208

PROPOSED LOT 209

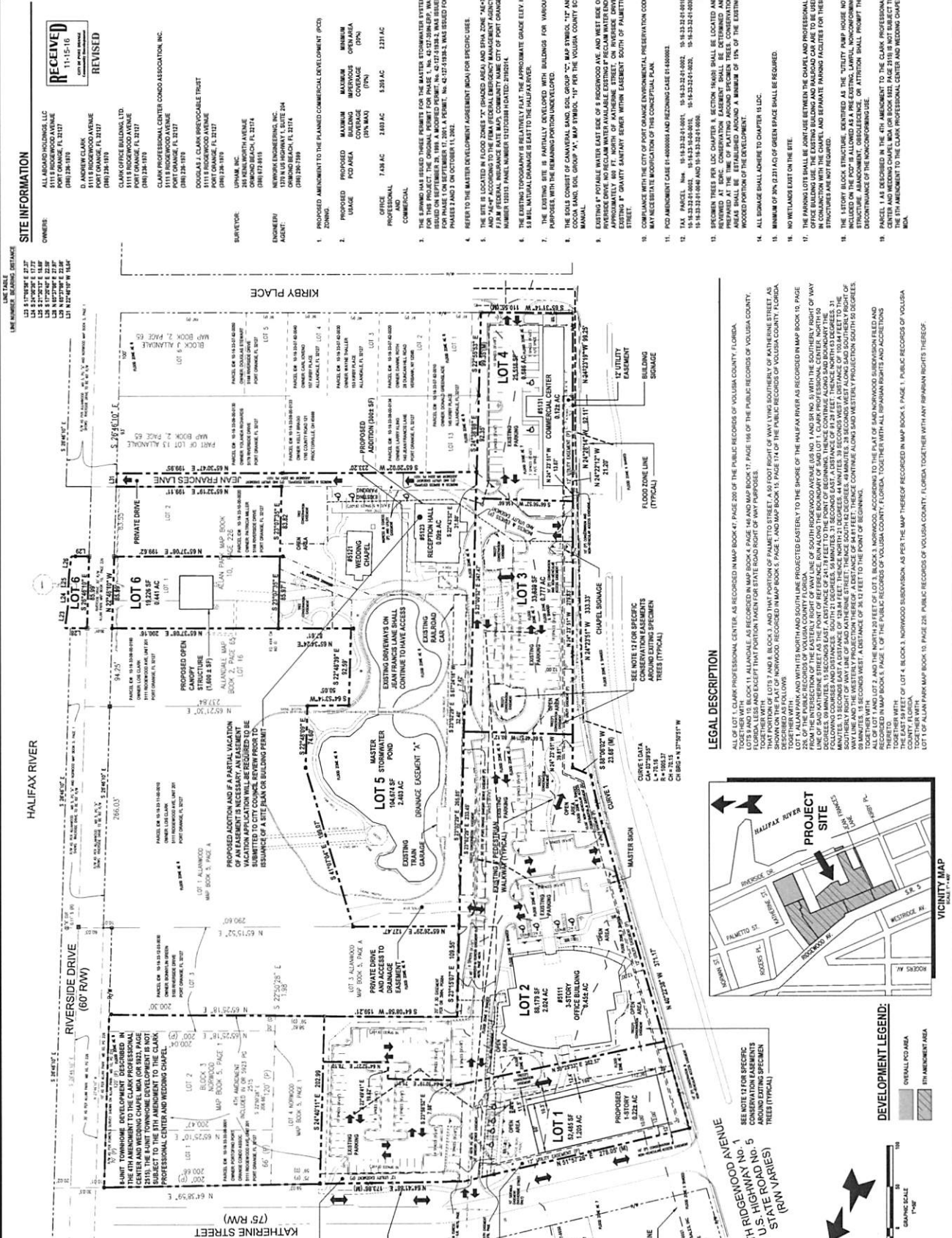
PROPOSED LOT 210

PROPOSED LOT 211

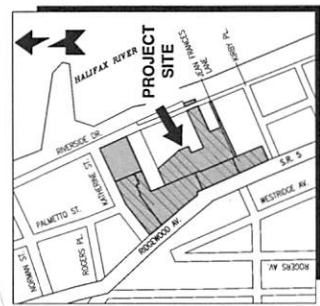
PROPOSED LOT 212

PROPOSED LOT 213

PROPOSED

[illegible][illegible][illegible][illegible][illegible]

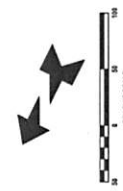
LEGAL DESCRIPTION

[illegible]

DEVELOPMENT LEGEND:



SEE NOTE 12 FOR SPECIFIC
CONSERVATION EASEMENTS
AROUND EXISTING SPECIMEN
TREES (TYPICAL)



REVISIONS		
DATE	DESCRIPTION	
10-31-14	CITY COMMENTS	

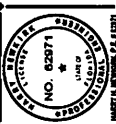


 NEWKIRK ENGINEERING	1370 North 121st, Suite 204 Oremont Beach, Florida 32174 Phone (321) 239-1760 NewkirkEngineering.com	Certificate of Authorization No. 26228 © 1913	Civil Engineering Land Development Construction Engineering & Inspection
	NEWKIRK ENGINEERING, INC. is an Equal Opportunity Employer. Minorities and women are encouraged to apply.		



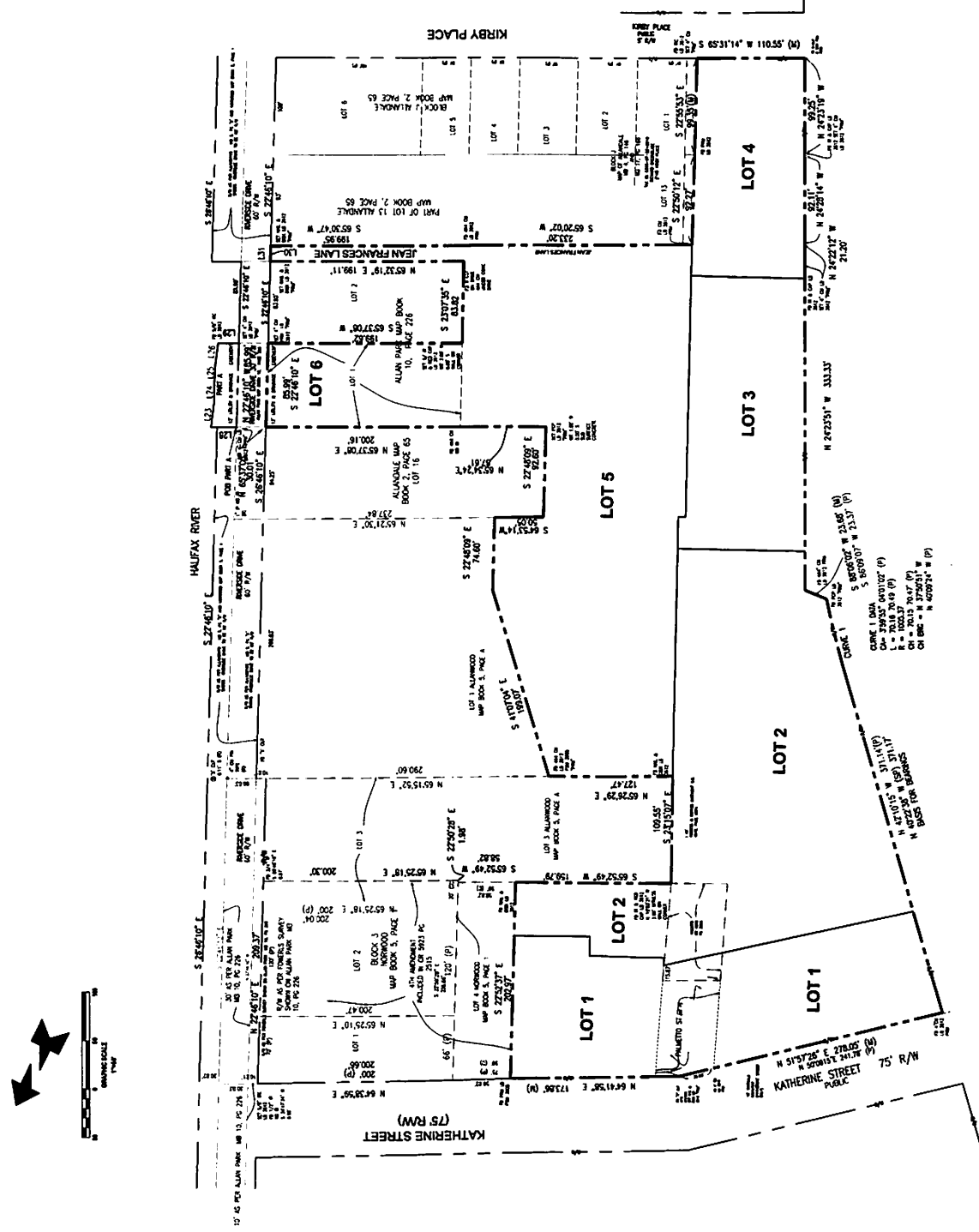
Under the bill, non-union employees who are not represented by a union would be prohibited from joining a union. The bill also prohibits the National Labor Relations Board from ordering employers to bargain with non-union employees.

CONCEPTUAL REPLAT PLAN
CLARK PROFESSIONAL CENTER
AND WEDDING CHAPEL
PORT ORANGE, FL 32129



PROJECT No	2016-210
DATE:	SEPTEMBER 2016
DESIGN BY:	HHH
DRAWN BY:	DAB
CHECKED BY:	HHH
SCALE:	1"=60'
DRAWING NUMBER	

2





STAFF REPORT

5th AMENDMENT TO THE MDA & CDP FOR THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PCD

CASE NO. 16-40000006

REQUEST:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD)
LOCATION:	5111 Ridgewood Ave. (See – Figure 1)
OWNER:	All Aboard Holdings, LLC, D. Andrew Clark, Clark Office Building, Ltd., Clark Professional Center Condo Association Inc., and the Douglas J. Clark Irrevocable Trust
APPLICANT:	D. Andrew Clark
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
PLANNING COMMISSION:	February 23, 2017, Recommended Approval
CITY COUNCIL:	March 28, 2017

Revision to the 5th Amendment

At the December 15, 2016 meeting, the Planning Commission recommended approval of the 5th Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD). Prior to the 5th Amendment going before the City Council, the applicant requested the language in the 5th Amendment regarding maintenance responsibility for the subject property be modified.

If the property identified in the 5th Amendment is subdivided, the 5th Amendment currently requires a Property Owner's Association (POA) to be established. The applicant is now requesting that if the property identified in the 5th Amendment is subdivided, the developer is required to enter into an agreement that requires the owner of Lot 2, as indicated on the CDP, to be responsible for the repair and maintenance of the common facilities (common areas, drive aisles, parking areas, utilities, and stormwater facilities) serving the property identified in the 5th amendment. The proposed approach to ensure continued maintenance of the 5th Amendment property is allowed under the Land Development Code.

There are no other proposed changes to the proposed 5th Amendment to the MDA and CDP. The following staff report and attachment are the same information and materials presented to the Planning Commission in December 2016. The only change is to Section 7 of the 5th Amendment, as described above.

DISCUSSION:

The Clark Professional Center and Wedding Chapel PCD was approved in 2000 and has been amended four times over the last 16 years. The proposed 5th Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) is to provide the regulatory framework to subdivide the subject property into six commercial lots, amend the list of permitted uses allowed for the PCD, and establish the review process for temporary uses and special events (see attached Ordinance 2017-3).

The proposed changes to the MDA and CDP are as follows.

Permitted Uses:

There are currently multiple lists of permitted uses for the PCD located in the original MDA, 2nd amendment, and the 4th amendment. This amendment would consolidate the lists of permitted uses in one section, making the MDA more user-friendly. In addition to consolidating the lists of permitted uses, the applicant proposes to include additional uses allowed in the Ridgewood Development (RD) zoning district in order to attract a wider variety of tenants to the property such as; professional offices, personal services, financial services, and restaurants.

Figure 1. Location Map:



The proposed amendment also eliminates certain uses currently allowed in the PCD that would be allowed if the PCD property was zoned Ridgewood Development (RD) zoning district. The applicant has agreed to prohibit uses such as; motel, multi-family, convenience stores with or without fuel, motor vehicle repair facilities, pawn shops, and the outdoor display of equipment, materials, vehicles, boats, RVs or mobile homes.

Special or Temporary Uses:

The proposed amendment would simplify the process for events while still maintaining an effective review process. Special or temporary uses such as fairs, carnivals, farmers' markets, seasonal parking lot sales and events (Halloween, Christmas, Bike Week, Speedweeks, etc.), charitable events, running/walking events, outdoor boat or RV sales, sidewalk sales, car shows, indoor/outdoor music events, art shows and similar events would comply with the requirements in the LDC and Code of Ordinances for "Special Events." The review and approval of special events in the PCD would be processed at the staff level, similar to how special events at the Pavilion are processed and approved.

According to the applicant, the intent of the proposed language is to streamline the process for the review of special events on the site. The applicant has indicated that minimizing the number of days for review and approval of a special event will allow for more flexibility in attracting events to the property. The subject property was developed with the intent of hosting special events as a part of its normal operations, with shared parking, open spaces, and event buildings. Because of this, the events generally would have less impact on operations, traffic circulation and adjacent businesses than a standard business having a grand opening or other occasional events from time to time. The applicant believes special events can attract people to the area that will help revitalize the Ridgewood Corridor.

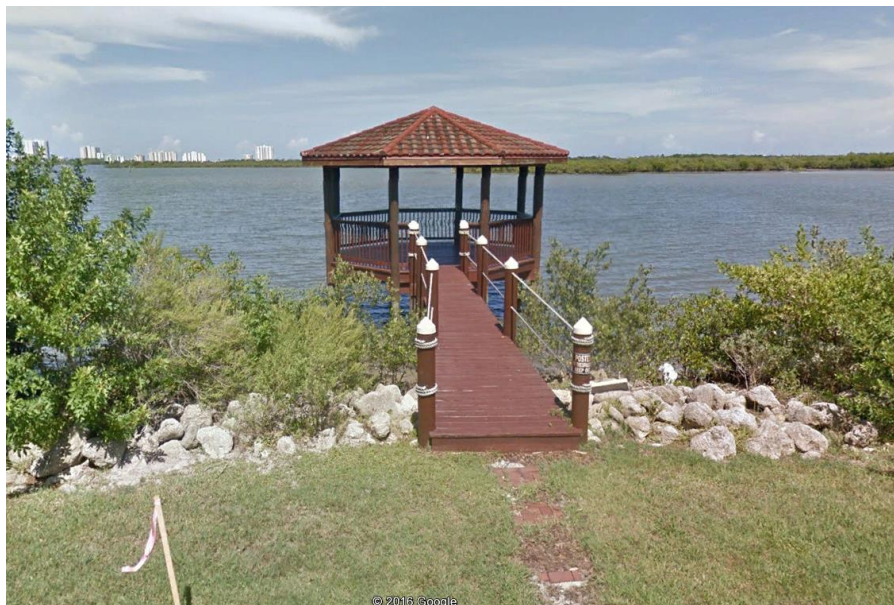
Figure 2. Subdivision Replat:



Lot Dimensions and Building Requirements:

The applicant is proposing to replat the subject site into 6 lots. The original MDA anticipated that the site would function as a cohesive multi-building development, and did not provide minimum lot width and area requirements to allow lots to be created through the platting process. The proposed amendment includes a conceptual replat exhibit in the MDA to establish the general lot width and area for the proposed 6 lots. According to the applicant, the proposed lot configuration is for financing purposes, but the 6 lots will continue to function as one cohesive site, with shared parking, stormwater and utilities. The proposed amendment would subdivide the amendment property into the following 6-lots:

1. Lot #1: Vacant lot at the southeast corner of Ridgewood Avenue and Katherine Street. Previously approved amendments indicate this lot being developed with an office building
2. Lot #2: Developed lot with an existing 3-story office building and parking lot
3. Lot #3: An improved parking lot to serve the Tavern and Wedding Chapel
4. Lot #4: Developed lot with an office building and parking lot
5. Lot #5: Developed lot with the Chapel, Tavern, Railroad car, stormwater pond, and parking area
6. Lot #6: Vacant lot fronting Halifax Drive with a gazebo on piers in the Halifax River and the potential for the construction of a covered pavilion. The applicant anticipates the pavilion to be approximately 1,600 square feet and would look similar to a picnic shelter with a roof and no walls. The pavilion is anticipated to be used for wedding receptions and could also be used for art and music events and farmers' markets if a shade structure is needed by the event holder.



The proposed amendment also provides the dimensional requirements for future development of structures on the proposed lots. The dimensional requirements for buildings is based on the dimensional requirements provided in the Ridgewood Development (RD) zoning district, and provides for the required 12-foot access, maintenance, and utility easement along the rights-of-way except for Lot 4. The existing building on Lot 4 was constructed with the required 10-foot

building setback and landscape buffer. The existing buildings and proposed lot lines comply with dimensional requirements provided in the proposed amendment.

The applicant has also modified the CDP to indicate the future location of an open air pavilion structure on the proposed Lot 6. According to the applicant, the proposed canopy structure would be used for wedding receptions and special events. The property owner would be required to get a building permit prior to construction of the pavilion, as well as meet the architectural requirements of the LDC.

The current MDA allows for shared parking between the uses on the subject property and the current parking arrangement will not change if the amendments are approved and the property is subdivided. If the PCD amendment property is replatted, the property owner will be required to record a Reciprocal Easement Agreement (REA) to ensure shared parking for the benefit of the lot owners. Language has been included in the amendment that prior to the approval of development on a lot, the property owner will need to demonstrate that the required parking for all the uses on the 6 lots can be met according to the Agreement and the LDC.

No other changes to the existing MDA or deviations from the Land Development Code (LDC) are proposed.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The subject property is designated Commercial on the City's Future Land Use Map. The original PCD zoning district and MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 2000. If approved, the proposed changes related to replatting, special events, and modifications to permitted uses in the amendment would not create any inconsistencies in the Comprehensive Plan; therefore, it is staff's determination that the proposed amended MDA is consistent with the City Comprehensive Plan.

OUTSTANDING TECHNICAL COMMENTS:

The Staff Development Review Committee (SDRC) has reviewed and has no comments on the MDA.

RECOMMENDATION:

Staff recommends **approval** of the Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement, subject to:

1. Review by the City Attorney as to legal form and content.

ATTACHMENTS:

1. Ordinance No. 2017-3



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G22) Second Reading - Ordinance No. 2017-11 - Revision to City Code
Sec. 2-267 - Bidding Requirements

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-11
amending Section 2-267 - Bidding Requirements.

SUMMARY: Ordinance 2017-11 will amend Section 2-267 - Bidding Requirements
subsection (c) by stating the process for a single response to a bid solicitation. New
subsection (c) is or the added to establish the process when a solicitation results in only
one response. The justification for an award will be based on defined criteria as
follows: (1) are the price and other terms submitted fair and reasonable? (2) did the
other prospective respondents have a reasonable opportunity to respond?; and (3)
does the award serve the best interests of the city. Depending on the cost of
the purchase the city manager or the city council shall consider whether to award.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-11	Ord. No. 2017-11.pdf

Robin Fenwick

Created/Initiated - 05/02/2017

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF
PORT ORANGE CODE OF ORDINANCES, CHAPTER 2,
ADMINISTRATION, SECTION 2-267, RELATING TO
BIDDING REQUIREMENTS FOR PURCHASES;
PROVIDING FOR PROCEDURES FOR SINGLE
RESPONSES; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff continues to improve the purchasing ordinances; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike-through (~~strike-through~~) type shall constitute deletions from.

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

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 2, Administration, Article VI, Section 2-267 of the Code of Ordinances, to add Subsection (c), and renumbering (d) and (e) as follows:

Chapter 2 - ADMINISTRATION
Sec. 2-267. - Bidding requirements.

(a) - (b) remain unchanged.

(c) *Single response to solicitation.* If only one response is received for a solicitation, then an award may be made to such respondent pursuant to the following requirements. The purchasing manager shall determine (1) that the price and other terms as submitted are fair and reasonable; (2) that other prospective respondents had a reasonable opportunity to respond; and (3) that the purchase is in the best interest of the City. In determining if the price and other terms as submitted are fair and reasonable, the Purchasing Manager may accept an adjustment to the terms to obtain a fair and reasonable purchase. If the purchasing manager determines that the single response complies with the above requirements, then a recommendation for award shall be provided to the city manager, or to the city council if the cost of the purchase is greater than \$25,000.00. Otherwise, a single response to a solicitation may be rejected, and the purchasing manager may: (1) cancel the proposed procurement; (2) solicit new bids, proposals, or replies; and (3) proceed with procurement consistent with the Ordinances and Purchasing Manual.

~~(d)~~~~(e)~~ *Contract renewals.* The city shall have the authority to award and reject any or all bids. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided they are approved by council at the initial award of the contract, and the terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds.

~~(e)~~~~(d)~~ *Identical prices and priorities for award.* When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- (1) Drug-free workplace pursuant to F.S. § 287.087.
- (2) Certified service-disabled veteran.
- (3) Local businesses as defined in section 2-275 of the Code of Ordinances.
- (4) Firm with the lowest volume of work on city projects within the last five years. The information will be based on information provided by the proposer, subject to verification at the city's option.

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G23) Second Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-13 amending Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-278 - Professional Services and Consultants' Competitive Negotiation Act (CCNA)

SUMMARY: Ordinance 2017-13 amends Chapter 2, Article VI, Division 2 of the Code of Ordinances by establishing a new section regarding procedures for the Professional Services and Consultants' Competitive Negotiation Act (CCNA) as prescribed in Florida Statute 287.055.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-13	Ord. No. 2017-13.pdf

Robin Fenwick

Created/Initiated - 05/02/2017

ORDINANCE NO 2017-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-278 REGARDING PROFESSIONAL SERVICES AND CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, authorizes agencies, including municipalities, to contract with qualified firms for professional services related to the design and construction of public projects; and

WHEREAS Section 287.055, Florida Statutes requires agencies to award professional service contracts related to the design and construction of public projects in accordance with procurement laws, rules, and ordinances applicable to such agencies; and

WHEREAS, Section 287.055, Florida Statutes, requires each agency to adopt rules or ordinances for the award of design-build contracts; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-278 to read as follows:

Chapter 2-ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-278. – Professional Services and Consultants' Competitive Negotiation Act

The City's selection process for professional service contracts for professional engineering, architectural, landscape architectural, and surveying or mapping services

and design build professionals are governed by Florida Statute, Section 287.055, the Consultants' Competitive Negotiation Act (CCNA), as amended from time to time.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G24) Second Reading - Ordinance No. 2017-14 -Section 2-269
Performance and payment bonds.

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-14.

SUMMARY: Florida Statutes require bonds for the construction or renovation of public facilities, but permit the waiver of a bond when the contract is less than \$200,000. The proposed change to Section 2-269 will allow the City Manager to waive performance and payment bonds when the work to be completed is estimated to be less than \$100,000.

Currently, all vendors are required to supply a bond regardless of the project amount, impeding small business from bidding on small projects. The proposed ordinance amendment will waive the bond for small construction projects and increase small business opportunities and overall competition.

The risk of waiving payment and performance bonds for construction projects less than \$100,000 is that, in the event a contractor fails to complete the job in its entirety or to the City's satisfaction, a bonding agency is not available to make the City whole again. For projects in excess of \$25,000 which are competitively bid, this risk is reduced by current purchasing procedures which apply to selecting the contractor such as comparable projects completed, past performance, references, skills and ability, financial information and additional criteria if the vendor is prequalified.

Also, it should be noted that the decision to waive the bid bond shall be made before a solicitation is published and shall be include in the solicitation to vendors.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-14	Ord. No. 2017-14.pdf
2.	FS 255.05 and 180.24	FS 255.05 and 180.24 Bonds.pdf

Robin Fenwick

Created/Initiated - 05/02/2017

ORDINANCE NO 2017-14

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2,
ARTICLE VI, DIVISION 2 SECTION 2-269 REGARDING
PAYMENT AND PERFORMANCE BONDS; PROVIDING
FOR CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that requiring payment and performance bonds, while necessary for certain large projects, may inordinately burden contractors performing smaller projects for the city, and limit competition; and

WHEREAS, pursuant to Section 255.05(1)(d), Florida Statutes, the City Council may waive a payment and performance bond when awarding contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, when the work to be completed is estimated to be \$200,000 or less.

WHEREAS, the City Council desires to encourage the accessibility of government contracts to small businesses and to promote competitive bidding for all projects whether small or large; and

WHEREAS, the City Council desires to authorize the city manager to waive the payment and performance bond requirement for city projects that are estimated to be \$100,000 or less, and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 2-269 of the Code of Ordinances to read as follows:

Sec. 2-269. – Payment and performance bonds.

(a) A contractor or vendor may be required to provide a corporate surety bond from a surety company authorized to do business in Florida to guarantee the full and faithful performance of the contract obligations and the payment of labor and material expended

pursuant to the contract whenever and in such amounts as are deemed necessary by the city manager. All such bonds shall be approved as to form by the city attorney.

(b) The city manager may waive, in whole or in part, the payment and performance bond requirements on city projects for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, unless otherwise required by law, and when the cost of the work to be completed is estimated to be less than or equal to \$100,000.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

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

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

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 180](#)
MUNICIPAL PUBLIC WORKS

[View Entire Chapter](#)

180.24 Contracts for construction; bond; publication of notice; bids.—

(1) Any municipality desiring the accomplishment of any or all of the purposes of this chapter may make contracts for the construction of any of the utilities mentioned in this chapter, or any extension or extensions to any previously constructed utility, which said contracts shall be in writing, and the contractor shall be required to give bond, which said bond shall be executed by a surety company authorized to do business in the state; provided, however, construction contracts in excess of \$25,000 shall be advertised by the publication of a notice in a newspaper of general circulation in the county in which said municipality is located at least once each week for 2 consecutive weeks, or by posting three notices in three conspicuous places in said municipality, one of which shall be on the door of the city hall; and that at least 10 days shall elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in s. 255.0525, the notice provision of that section supersedes and replaces the notice provisions in this section.

(2) All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of this chapter by the municipality, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of \$10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of subsection (1).

History.—s. 18, ch. 17118, 1935; CGL 1936 Supp. 3100(23); s. 3, ch. 73-129; s. 19, ch. 90-279; s. 27, ch. 95-196.

Note.—Former s. 255.26.

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The 2016 Florida Statutes

Title XVIII
PUBLIC LANDS AND
PROPERTY

Chapter 255
PUBLIC PROPERTY AND PUBLICLY OWNED
BUILDINGS

[View Entire
Chapter](#)

255.05 Bond of contractor constructing public buildings; form; action by claimants.—

(1) A person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority or private entity, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety. A public entity may not require a contractor to secure a surety bond under this section from a specific agent or bonding company.

(a) The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

(b) Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the public entity a certified copy of the recorded bond. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph. This paragraph applies to contracts entered into on or after October 1, 2012.

(c) The bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in s. 713.01 who furnish labor, services, or materials for the prosecution of the work provided for in the contract. A claimant may apply to the governmental entity having charge of the work for copies of the contract and bond and shall thereupon be furnished with a copy of the contract and the recorded bond. The claimant shall have a cause of action against the contractor and surety for the amount due him or her, including unpaid finance charges due under the claimant's contract. Such action may not involve the public authority in any expense.

(d) When the work is done for the state and the contract is for \$100,000 or less, no payment and performance bond shall be required. At the discretion of the official or board awarding such contract when such work is done for any county, city, political subdivision, or public authority, a person entering into such a contract that is for \$200,000 or less may be exempted from executing the payment and performance bond. When such work is done for the state, the Secretary of Management Services may delegate to state agencies the authority to exempt any person entering into such a contract amounting to more than \$100,000 but less than \$200,000 from executing the payment and performance bond. If an exemption is granted, the officer or official is not personally liable to persons suffering loss because of granting such exemption. The Department of Management Services shall maintain information on the number of requests by state agencies for delegation of authority to waive the bond requirements by agency and project number and whether any request for delegation was denied and the justification for the denial.

(e) Any provision in a payment bond issued on or after October 1, 2012, furnished for public work contracts as provided by this subsection which further restricts the classes of persons protected by the bond, which restricts the venue of any proceeding relating to such bond, which limits or expands the effective duration of the bond, or which adds conditions precedent to the enforcement of a claim against the bond beyond those provided in this section is unenforceable.

(f) The Department of Management Services shall adopt rules with respect to all contracts for \$200,000 or less, to provide:

1. Procedures for retaining up to 10 percent of each request for payment submitted by a contractor and procedures for determining disbursements from the amount retained on a pro rata basis to laborers, materialmen, and subcontractors, as defined in s. 713.01.

2. Procedures for requiring certification from laborers, materialmen, and subcontractors, as defined in s. 713.01, before final payment to the contractor that such laborers, materialmen, and subcontractors have no claims against the contractor resulting from the completion of the work provided for in the contract.

The state is not liable to any laborer, materialman, or subcontractor for any amounts greater than the pro rata share as determined under this section.

(g)1. The amount of the bond shall equal the contract price, except that for a contract in excess of \$250 million, if the state, county, municipality, political subdivision, or other public entity finds that a bond in the amount of the contract price is not reasonably available, the public owner shall set the amount of the bond at the largest amount reasonably available, but not less than \$250 million.

2. For construction-management or design-build contracts, if the public owner does not include in the bond amount the cost of design or other nonconstruction services, the bond may not be conditioned on performance of such services or payment to persons furnishing such services. Notwithstanding paragraphs (c) and (e), such a bond may exclude persons furnishing such services from the classes of persons protected by the bond.

(2)(a)1. If a claimant is no longer furnishing labor, services, or materials on a project, a contractor or the contractor's agent or attorney may elect to shorten the time within which an action to enforce any claim against a payment bond must be commenced by recording in the clerk's office a notice in substantially the following form:

NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated , , and served on the undersigned on , , and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED on , .

Signed: (Contractor or Attorney)

The claim of a claimant upon whom such notice is served and who fails to institute a suit to enforce his or her claim against the payment bond within 60 days after service of such notice shall be extinguished automatically. The contractor or the contractor's attorney shall serve a copy of the notice of contest to the claimant at the address shown in the notice of nonpayment or most recent amendment thereto and shall certify to such service on the face of the notice and record the notice.

2. A claimant, except a laborer, who is not in privity with the contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his or her labor, services, or materials shall deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or

supplies and of the nonpayment. The notice of nonpayment shall be served during the progress of the work or thereafter but may not be served earlier than 45 days after the first furnishing of labor, services, or materials or later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. An action for the labor, materials, or supplies may not be instituted against the contractor or the surety unless the notice to the contractor and notice of nonpayment have been served, if required by this section. Notices required or permitted under this section shall be served in accordance with s. 713.18. A claimant may not waive in advance his or her right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his or her attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party's costs, as allowed in equitable actions. The time periods for service of a notice of nonpayment or for bringing an action against a contractor or a surety shall be measured from the last day of furnishing labor, services, or materials by the claimant and may not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion.

(b) When a person is required to execute a waiver of his or her right to make a claim against the payment bond in exchange for, or to induce payment of, a progress payment, the waiver may be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)

The undersigned, in consideration of the sum of \$, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project:

(description of project)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

DATED ON , .

(Claimant)

By:

(c) When a person is required to execute a waiver of his or her right to make a claim against the payment bond, in exchange for, or to induce payment of, the final payment, the waiver may be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of \$, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project:

(description of project)

DATED ON , .

(Claimant)

By:

- (d) A person may not require a claimant to furnish a waiver that is different from the forms in paragraphs (b) and (c).
- (e) A claimant who executes a waiver in exchange for a check may condition the waiver on payment of the check.
- (f) A waiver that is not substantially similar to the forms in this subsection is enforceable in accordance with its terms.
- (3) The bond required in subsection (1) may be in substantially the following form:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)

BY THIS BOND, We , as Principal and , a corporation, as Surety, are bound to , herein called Owner, in the sum of \$, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated , , between Principal and Owner for construction of , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON , .

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

(4) The payment bond provisions of all bonds required by subsection (1) shall be construed and deemed statutory payment bonds furnished pursuant to this section and such bonds shall not under any circumstances be converted into common law bonds.

(5) In addition to the provisions of chapter 47, any action authorized under this section may be brought in the county in which the public building or public work is being constructed or repaired. This subsection shall not apply to an action instituted prior to May 17, 1977.

(6) All payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

(7) In lieu of the bond required by this section, a contractor may file with the state, county, city, or other political authority an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the appropriate state, county, city, or other political subdivision.

(8) When a contractor has furnished a payment bond pursuant to this section, he or she may, when the state, county, municipality, political subdivision, or other public authority makes any payment to the contractor or directly to a claimant, serve a written demand on any claimant who is not in privity with the contractor for a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any; the materials furnished; the materials to be furnished, if known; the amount paid on account to date; the amount due; and the amount to become due, if known, as of the date of the statement by the claimant. Any such demand to a claimant who is not in privity with the contractor must be served on the claimant at the address and to the attention of any person who is designated to receive the demand in the notice to contractor served by the claimant. The failure or refusal to furnish the statement does not deprive the claimant of his or her rights under the bond if the demand is not served at the address of the claimant or directed to the attention of the person designated to receive the demand in the notice to contractor. The failure to furnish the statement within 30 days after the demand, or the furnishing of a false or fraudulent statement, deprives the claimant who fails to furnish the statement, or who furnishes the false or fraudulent statement, of his or her rights under the bond. If the contractor serves more than one demand for statement of account on a claimant and none of the information regarding the account has changed since the claimant's last response to a demand, the failure or refusal to furnish such statement does not deprive the claimant of his or her rights under the bond. The negligent inclusion or omission of any information deprives the claimant of his or her rights under the bond to the extent that the contractor can demonstrate prejudice from such act or omission by the claimant. The failure to furnish a response to a demand for statement of account does not affect the validity of any claim on the bond being enforced in a lawsuit filed before the date the demand for statement of account is received by the claimant.

(9) On any public works project for which the public authority requires a performance and payment bond, suits at law and in equity may be brought and maintained by and against the public authority on any contract claim arising from breach of an express provision or an implied covenant of a written agreement or a written directive issued by the public authority pursuant to the written agreement. In any such suit, the public authority and the contractor shall have all of the same rights and obligations as a private person under a like contract except that no liability may be based on an oral modification of either the written contract or written directive. Nothing herein shall be construed to waive the sovereign immunity of the state and its political subdivisions from equitable claims and equitable remedies. The provisions of this subsection shall apply only to contracts entered into on or after July 1, 1999.

(10) An action, except an action for recovery of retainage, must be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond within 1 year after the performance of the labor or completion of delivery of the materials or supplies. An action for recovery of retainage must be instituted against the contractor or the surety within 1 year after the performance of the labor or completion of delivery of the materials or supplies; however, such an action may not be instituted until one of the following conditions is satisfied:

(a) The public entity has paid out the claimant's retainage to the contractor, and the time provided under s. 218.735 or s. 255.073(3) for payment of that retainage to the claimant has expired;

(b) The claimant has completed all work required under its contract and 70 days have passed since the contractor sent its final payment request to the public entity; or

(c) At least 160 days have passed since reaching substantial completion of the construction services purchased, as defined in the contract, or if not defined in the contract, since reaching beneficial occupancy or use of the project.

(d) The claimant has asked the contractor, in writing, for any of the following information and the contractor has failed to respond to the claimant's request, in writing, within 10 days after receipt of the request:

1. Whether the project has reached substantial completion, as that term is defined in the contract, or if not defined in the contract, if beneficial occupancy or use of the project has occurred.

2. Whether the contractor has received payment of the claimant's retainage, and if so, the date the retainage was received by the contractor.

3. Whether the contractor has sent its final payment request to the public entity, and if so, the date on which the final payment request was sent.

If none of the conditions described in paragraph (a), paragraph (b), paragraph (c), or paragraph (d) is satisfied and an action for recovery of retainage cannot be instituted within the 1-year limitation period set forth in this subsection, this limitation period shall be extended until 120 days after one of these conditions is satisfied.

(11) When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withhold a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012.

History.—s. 1, ch. 6867, 1915; RGS 3533; s. 1, ch. 10035, 1925; CGL 5397; s. 1, ch. 59-491; s. 1, ch. 63-437; s. 1, ch. 71-47; ss. 1, 2, ch. 77-40; s. 1, ch. 77-78; s. 1, ch. 77-81; s. 1, ch. 80-32; s. 1, ch. 80-54; s. 1, ch. 82-196; s. 2, ch. 84-288; s. 2, ch. 85-130; s. 2, ch. 88-397; s. 21, ch. 90-109; s. 4, ch. 91-162; s. 176, ch. 92-279; s. 2, ch. 92-286; s. 55, ch. 92-326; s. 1, ch. 93-96; s. 5, ch. 94-322; s. 849, ch. 95-148; s. 25, ch. 95-196; s. 1, ch. 97-219; s. 1, ch. 98-135; s. 20, ch. 99-6; s. 33, ch. 99-13; s. 4, ch. 99-345; s. 2, ch. 99-386; s. 2, ch. 2001-118; s. 3, ch. 2001-211; s. 1, ch. 2005-218; s. 1, ch. 2005-227; s. 13, ch. 2005-230; s. 1, ch. 2007-159; s. 1, ch. 2007-221; s. 2, ch. 2012-211.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G25) Second Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-15.

SUMMARY: The proposed amendment will clean-up the discrepancies of the dollar amount thresholds. Additional information is also suggested to incorporate current purchasing procedures and provide additional guidance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-15	Ord. No. 2017-15.pdf

Robin Fenwick

Created/Initiated - 05/02/2017

ORDINANCE NO 2017-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-262 REGARDING ADDITIONAL REGULATIONS AND PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 2-262 of the Code of Ordinances to read as follows:

Sec. 2-262. – Purchase and sales procedures.

(a) – (b) [Remain Unchanged]

(c) Purchases up to and including \$2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. Items with a purchase price of more than \$2,500.00 but less than or equal to \$5,000.00 shall be made using two verbal quotations. Items with a purchase price of more than \$5,000.00 but less than or equal to \$25,000.00 shall be made with three quotations confirmed in writing.

(d) – (f) [Remain Unchanged]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G26) Second Reading - Ordinance No. 2017-16 - LDC
Amendments/Chapters 2, 12, 16, 17, and and 18 - Tattoo Establishments, Case No. 17-25000001

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-16, amending Chapters 2, 12, 16, 17, and 18 of the Land Development Code relating to Tattoo Establishments.

SUMMARY: Planning Commission Action: March 23, 2017 - Recommended Approval

In December 2015, the United States Court of Appeals for the Eleventh Circuit ruled that tattooing is a First Amendment-protected act of artistic expression (*Buehrle vs City of Key West*). The Eleventh Circuit recited the standard for regulating protected artistic expression as follows: 1) the regulation must be justified without reference to the content of the regulated speech (i.e. content neutral); 2) the regulation must be narrowly tailored to serve a significant governmental interest; and 3) the regulation must also leave open ample alternate channels for communication of the information. The Eleventh Circuit found that Key West had not met its burden to demonstrate that it had a reasonable basis for believing that its regulation would further its legitimate interests of preserving aesthetics and encouraging tourism through pre-enactment evidence such as its own findings, evidence gathered by other localities, or evidence described in a judicial opinion.

In October 2016, City Council approved a 9-month moratorium on uses related to tattoo parlors in order to provide time to review existing regulations in the Land Development Code (LDC) related to tattooing and develop possible amendments if necessary to comply with the latest ruling from the Eleventh Circuit.

Currently, a tattoo parlor is not permitted by right in any of the City's zoning districts and only allowed in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts through approval of a Special Exception reviewed by the Planning Commission and approved by the City Council. According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare.

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace zoning districts (Exhibit A) and update the regulations related to tattooing to comply with the latest ruling by the Eleventh Circuit:

1. Clearly defining tattoo establishment. The use is not currently defined in the LDC;
2. Updating the existing definition in the LDC for personal service use to allow the application of cosmetic permanent eye makeup and clarify that use is not equivalent to tattooing;
3. Removing tattoo parlor as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts;
4. Removing tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district;
5. Adding tattoo establishment as a permitted use in the Highway Commercial (HC), Interchange Commercial District (ICD), Ridgewood Development (RD) zoning districts;
6. Adding tattoo establishment to the list of prohibited home occupations;
7. Adding a parking requirement of 1 space per 200 square feet for a tattoo establishment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Tattoo Establishments.pdf
2.	Ordinance No. 2017-16	Tattoo Ord.pdf

Robin Fenwick

Created/Initiated - 05/02/2017



STAFF REPORT

Case No. 17-25000001

LDC Amendment/Chapters 2, 12, 16, 17, and 18 – Tattoo Establishments

REQUEST:

To amend Chapter 2 of the Land Development Code (LDC) to add definition for tattoo establishment and update the definition for personal service; amend Chapter 12 to add a parking requirement for tattoo establishment; amend Chapter 16 to add tattoo establishment to the list of prohibited home occupations; amend Chapter 17 of the LDC to add tattoo establishment as a permitted use in the Highway Commercial, Ridgewood Development, and Interchange Commercial zoning districts, remove tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district, and remove tattoo parlor as a Special Exception use in the Highway Commercial and Ridgewood Development zoning districts; and amend Chapter 18 of the LDC to remove Special Exception requirements for a tattoo parlor use.

PLANNING COMMISSION

RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Tim Burman, Planner Manager (386) 506-5675

CITY COUNCIL DATE: May 2, 2017

BACKGROUND:

In December 2015, the United States Court of Appeals for the Eleventh Circuit ruled that tattooing is a First Amendment-protected act of artistic expression (Buehrle vs City of Key West). The Eleventh Circuit recited the standard for regulating protected artistic expression as follows: 1) the regulation must be justified without reference to the content of the regulated speech (i.e. content neutral); 2) the regulation must be narrowly tailored to serve a significant governmental interest; and 3) the regulation must also leave open ample alternate channels for communication of the information. The Eleventh Circuit found that Key West had not met its burden to demonstrate that it had a reasonable basis for believing that its regulation would further its legitimate interests of preserving aesthetics and encouraging tourism through pre-enactment evidence such as its own findings, evidence gathered by other localities, or evidence described in a judicial opinion.

Currently, a tattoo parlor is not permitted by right in any of the City's zoning districts and only allowed in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts through approval of a special exception reviewed by the Planning Commission and approved by the City Council. According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare.

In October 2016, a 9-month moratorium was approved on uses related to tattoo parlors in order to provide time to review existing regulations in the Land Development Code (LDC) related to tattooing and develop possible amendments if necessary to comply with the latest ruling from the Eleventh Circuit.

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace¹ zoning districts (Exhibit A) and is based on the case law established by the Eleventh Circuit in Buehrle vs City of Key West. According to the Key West case, restricting the location of a tattoo establishment through a Special Exception requires evidence to justify that a tattoo establishment would cause blight, public safety problems, or harm to the public. At this time, Staff has not identified any evidence, study, or judicial decision to support controlling the number of tattoo establishments because of concerns that they could harm the health, safety, and general welfare of the public.

In Port Orange, a tattoo establishment is allowed as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts (Exhibit A). The current Special Exception use criteria in the Land Development Code (LDC) for a tattoo establishment limits the location in the RD and HC zoning districts for tattoo establishments.

1. The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines;
2. The proposed site shall be at least 1,000 feet from any other such use;
3. The proposed site shall be at least 300 feet from the nearest house of worship, school or child care center; and
4. Buffering shall be provided based on a land use intensity factor of eight.

The Eleventh Circuit's opinion originates from the denial of an application for a business license for a tattoo establishment in the historic district of Key West. The City of Key West denied the application based on the use being prohibited in that area. Tattoo establishments were only permitted in one district in the City as a "conditional use". The history of restriction on the use in Key West came from the belief that these establishments are inconsistent with the district's historic character, and Key West feared that, "rash tourists will obtain regrettable tattoos, leading to negative association with Key West," and that therefore, "permitting tattoo establishments will adversely affect tourism."

¹The PC-A Workplace zoning district allows the same permitted uses as those in the HC and ICD zoning districts

The Eleventh Circuit's opinion joined the Ninth Circuit's 2010 decision in Anderson vs City of Hermosa Beach, finding tattooing to be a protected form of artistic expression under the First Amendment. As set forth above, the *Eleventh Circuit* stated that a city ordinance limiting artistic expression is constitutional only if regulation is justified without reference to the content of the regulated speech, is narrowly tailored to serve a significant governmental interest, and leaves open ample alternative channels for communication of the information.

In this case, the Eleventh Circuit found that the City of Key West conducted no investigation, made no findings, supplied no evidence, and could point to no study or judicial decisions to support its claims of tattoo establishments negatively impacting tourism. The Eleventh Circuit found that the district court erred when it found that the City's ordinance met the reasonable time, place, and manner restriction on artistic expressions, and therefore reversed and remanded the lower court's grant of summary judgement.

DISCUSSION:

According to the American Planning Association's 2010 Planning Advisory Service (PAS) report on Regulating Contentious Commercial Uses, due to the puncturing of skin, tattoo parlors and body piercing studios tend to have heavy licensing regulations that focus on health and sanitation. These regulations may cover facilities, personnel, and operational practices to protect public health. In Florida, tattoo artists and tattoo establishments are regulated by the Florida Department of Health (DOH). The DOH requires licensure of tattoo artists and tattoo establishments along with educational requirements and standards of practice for conventional and cosmetic tattoo artists, and operational requirements for tattoo establishments. Prior to issuance or renewal of a City Business Tax to operate a tattoo establishment in Port Orange, an active license for the tattoo artist(s) and tattoo establishment from the Florida Department of Health is required. Notable provisions of state law include:

1. Minors are prohibited from receiving tattoos except 16 or 17-year old with parental consent and accompaniment;
2. Both tattoo artists and tattoo establishments must be licensed;
3. As part of licensure, a tattoo establishment must demonstrate that it complies with all applicable zoning codes;
4. A person may not tattoo the body of any human being in the state except at a properly licensed establishment; and
5. There are minimum education and training requirements for tattoo artists which include the study of blood-borne pathogens.

Currently there are two tattoo establishments with active business licenses operating in Port Orange. According to the Police Department, since January 2014 there have not been any calls concerning the two locations where general welfare of the public was in harm.

1. Hold Fast Tattoo & Body Piercing, located at 5153 S. Ridgewood Ave.
2. Chris Hawkins Creations, located at 5521 S. Ridgewood Ave., Unit #5

The development or redevelopment of a building/site for a tattoo establishment would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, and are finalized with a site plan or building permit.

The City of Daytona Beach is also currently in the process of amending their LDC to comply with the Eleventh Circuit's ruling to expand the zoning districts where a tattoo establishment is a use permitted by right. Daytona Beach allows tattoo establishments in the Heavy Industrial (M-5) zoning district and has proposed to add it as a permitted use in the Business Automotive (BA) zoning district.

Proposed Amendments:

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace zoning districts (Exhibit A) and update the regulations related to tattooing to comply with the latest ruling by the Eleventh Circuit:

1. Clearly defining tattoo establishment. The use is not currently defined in the LDC;
2. Updating the existing definition in the LDC for personal service use to allow the application of cosmetic permanent eye makeup and clarify that use is not equivalent to tattooing;
3. Removing tattoo parlor as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts;
4. Removing tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district;
5. Adding tattoo establishment as a permitted use in the Highway Commercial (HC), Interchange Commercial District (ICD), Ridgewood Development (RD) zoning districts (Exhibit B and C);
6. Adding tattoo establishment to the list of prohibited home occupations;
7. Adding parking requirement of 1 space per 200 square feet for a tattoo establishment.

Proposed Definitions

Tattoo Establishment. An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration or alteration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. This use does not include tattooing by licensed medical professional exclusively for medical or dental purposes, or the application of cosmetic permanent eye makeup as an accessory use of a personal services establishment.

Personal service. An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail

salon, tanning salon, application of cosmetic permanent eye makeup, laundry, dry cleaning (retail store), garment service, and shoe repair. This term shall not include pain management clinic or tattoo establishment.

RECOMMENDATION:

Approval of the amendments to Chapter 2, 12, 16, 17, and 18 of the Land Development Code regarding to uses related to tattoo establishments, is based on the case law established in the December 2015 decision of the U.S. Court of Appeals for the Eleventh Circuit in the Key West case.

ATTACHMENTS:

- Exhibit A – Overview Map of the areas zoned HC, ICD, RD, and PC-A
- Exhibit B – Location Map of the areas zoned HC and ICD
- Exhibit C – Location Map of the areas zoned PC-A and RD

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 2, SECTION 2, TO ADD A DEFINITION FOR "TATTOO ESTABLISHMENT" AND AMEND THE DEFINITION OF "PERSONAL SERVICE"; CHAPTER 12, SECTION 4, TO ESTABLISH PARKING REQUIREMENT FOR TATTOO ESTABLISHMENTS; CHAPTER 16, SECTION 2, TO PROHIBIT TATTOO ESTABLISHMENTS AS A HOME OCCUPATION; CHAPTER 17, SECTION 22, 22.5, AND 25, ADDING TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), AND RIDGEWOOD DEVELOPMENT (RD) ZONING DISTRICTS, AND REMOVING TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION USE IN THE RIDGEWOOD DEVELOPMENT (RD) AND HIGHWAY COMMERCIAL (HC) ZONING DISTRICTS; CHAPTER 17, SECTION 29, REMOVING TATTOO ESTABLISHMENTS AS A PROHIBITED USE IN THE PLANNED COMMUNITY-AGRICULTURAL (PC-A) ZONING DISTRICT; AND CHAPTER 18, SECTION 3, REMOVING THE SPECIAL REQUIREMENTS FOR TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Court of Appeals for the 11th Circuit has recently ruled that tattooing is an artistic expression that is protected by the First Amendment; and

WHEREAS, the City Council desires to amend its Land Development Code to ensure consistency and enforceability of its tattooing regulations under the newly established case law; and

WHEREAS, the City Council recognizes the Florida Department of Health's licensing and regulations applicable to tattooing professionals and establishments imposed to ensure that tattoos are applied in a clean and sterile environment; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (strikethrough) type shall constitute deletions from the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 2, Section 2, of the City of Port Orange Land Development Code to add a definition for "Tattoo Establishment" and amend the definition for "Personal Service" as follows:

Section 2: - Definitions.

Tattoo establishment. An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration or alteration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. This use does not include tattooing by licensed medical professional exclusively for medical or dental purposes, or the application of cosmetic permanent eye makeup as an accessory use of a personal services establishment.

Personal service. An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail salon, tanning salon, application of cosmetic permanent eye makeup, laundry, dry cleaning (retail store), garment service, and shoe repair. This term shall not include pain management clinic or tattoo establishment.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 12, Section 4 of the City of Port Orange Land Development Code to read as follows:

Section 4: - Parking.

(a) [Remains Unchanged]

(b) *Required off-street parking spaces.*

(1) – (5) [Remain Unchanged]

(6) *Matrix.*

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL [Remains Unchanged]			
COMMERCIAL			
Uses located in shopping centers (a)	1 space/250 square feet	75/25	.10 per required parking space
Auto wash (attendant service)	1 space/wash lane, plus 2 spaces for fuel operation	75/25	0
Bank	1 space/200 square feet	75/25	.10 per required parking space

Convenience store with or without fuel operations	1 space/200 square feet	75/25	6
Fleet-based services	1.5 spaces/ fleet vehicle, plus the required parking for square footage devoted to other uses	100/0	0
Hotel, motel and bed and breakfast inn	1 space/bedroom, plus .10 per required space for employees	75/25	0
Motor vehicle/boat sales	1 space/1,000 square feet inside showroom area, plus 1 space/3,000 square feet outdoor sales area	75/25	0
Motor vehicle repair facility	1 space/service bay, plus 2 spaces for fuel operation	75/25	0
Motor vehicle service center:			
Quick oil change	2 spaces/service bay	75/25	0
Motor vehicle service station	3 spaces/service bay, plus 2 spaces for fuel operation	75/25	0
Motor vehicle and boat storage facility	1 space/10 stalls, plus 1 space/employee at largest shift and 2 spaces if resident manager living quarters are provided	75/25	0
Personal services	1 space/150 square feet	75/25	.10 per required parking space

Restaurants:			
Type A	1 space/3 seats, plus 1 space/each 2 employees	75/25	.10 per required parking space
Type B	1 space/3 seats, plus 1 space/each 2 employees, plus required stacking	75/25	.25 per required parking space
<u>Tattoo Establishment</u>	<u>1 space/200 square feet</u>	<u>75/25</u>	<u>.10 per required parking space</u>

(c) – (d) [Remain Unchanged]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 16, Section 2 of the City of Port Orange Land Development Code to read as follows:

Section 2: - Home occupations.

(a) – (b) [Remains Unchanged]

(c) Prohibited home occupations.

(1) – (13) [Remain Unchanged]

(14) Tattoo establishment.

~~(14)~~(15) Any use not specifically permitted by chapter 16, section 2(b) above.

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22 of the City of Port Orange Land Development Code to read as follows:

Section 22: - Highway commercial (HC) district.

- (a) *Purpose and intent.* The highway commercial (HC) district is intended to provide for highway oriented businesses, regional scale facilities, and those retail uses that are undesirable in close proximity to residential areas.
- (b) *Permitted uses.*
 - (1) – (34) [Remain Unchanged]
 - (35) Tattoo establishment.
 - ~~(35)~~(36) Theaters.
 - ~~(36)~~(37) Truck/trailer/automobile rental.
- (bb) [Remains Unchanged]
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Adult entertainment (subsection 1).
 - (2) Guyed and lattice communication towers. (subsection 25).
 - (3) Mini-warehouses (subsection 10).
 - (4) Motor vehicle repair facilities (subsection 13).
 - ~~(5) —Tattoo parlors (subsection 20).~~
- (d) [Remains Unchanged]

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22.5 of the City of Port Orange Land Development Code to read as follows:

Section 22.5: - Interchange commercial development (ICD) district.

(a) *Purpose and intent.* The interchange commercial development (ICD) district is intended to provide for a variety of land uses designed to meet the commercial needs of the local community, traveling motorist, and businesses within the adjoining commercial/industrial areas. The district is designed to meet the following objectives:

- (1) Provide for land uses generally situated at interstate interchanges;
- (2) Provide for land uses necessary for the development of sub-regional commercial nodes which serve both Port Orange and surrounding communities;
- (3) Provide for land uses necessary to accommodate the neighborhood and community commercial needs of the nearby residential neighborhoods;
- (4) Provide for the establishment of employment centers which offer professional, technical and skilled opportunities in addition to service-related positions;
- (5) Provide for flexibility to accommodate mixed-use development; and
- (6) Provide for innovative site and building design.

(b) Permitted uses.

(1) – (22) [Remain Unchanged]

(23) Tattoo establishment.

(2324) Theaters.

(2425) Veterinary clinics.

(bb) – (d) [Remain Unchanged]

SECTION 6. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 25 of the City of Port Orange Land Development Code to read as follows:

Section 25: - Ridgewood development (RD) district.

- (a) *Purpose and intent.* The Ridgewood Development District is designed to encourage the development and redevelopment, modernization, and beautification of the Ridgewood Avenue corridor, while maintaining its traffic capacity, and protecting the integrity of adjoining residential areas. It is intended to accommodate a mixture of office, commercial, warehouse/storage, and limited industrial uses based on a strategy for the corridor.

(1) – (37) [Remain Unchanged]

(38) Tattoo establishment.

~~(38)~~(39) Taxidermy.

~~(39)~~(40) Theaters.

~~(40)~~(41) Veterinary clinics.

~~(41)~~(42) Wholesalers and distributors.

~~(42)~~(43) Xerographic and offset printing.

(bb) [Remains Unchanged]

- (c) *Special exception uses (chapter 18, section 3).*

(1) – (10) [Remains Unchanged]

~~(11) —Tattoo parlors (subsection 20).~~

(d) – (h) [Remain Unchanged]

SECTION 7. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 29 of the City of Port Orange Land Development Code to read as follows:

Section 29 Planned community—Agricultural (PC-A) district.

The following regulations are specifically intended to provide the zoning and development framework for the planned community-agricultural (PC-A) zoning district. This area is identified on the city's future land use map as planned community No. 1. The PC-A zoning district meets the locational criteria identified in section 28(b) above as well as in the future land use element of the city's comprehensive plan. The approved macro CDP for the PC-A zoning district is shown on Figure 17:1.

The entire PC-A zoning district is currently in agricultural use, and said agricultural use shall be allowed to continue as provided herein on an interim basis. The agricultural uses and restrictions are set forth in section 29(f) of this chapter.

(a) – (d) [Remain Unchanged]

(e) *Workplace district.*

- (1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.
- (2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential may be incorporated into the workplace district as detailed in subsection (c) below.

(a) *Commercial.*

(1) – (3) [Remain Unchanged]

(4) Prohibited uses. Adult entertainment uses and ~~tattoo parlors~~ shall be prohibited.

SECTION 8. The City Council of the City of Port Orange, Florida, hereby amends Chapter 18, Section 3 of the City of Port Orange Land Development Code to read as follows:

Section 3: - Special requirements for special exception uses.

(a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.

(b) *Special requirements.*

(1) – (19) [Remain Unchanged]

(20) ~~Tattoo parlors (HC, RD).~~ Reserved.

~~(a) — The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines.~~

~~(b) — The proposed site shall be at least 1,000 feet from any other such use.~~

~~(c) — The proposed site shall be at least 300 feet from the nearest house of worship, school or child care center.~~

~~(d) — Buffering shall be provided based on a land use intensity factor of eight.~~

(20.5) – (25) [Remain Unchanged]

SECTION 9. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance...

SECTION 11. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 12. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G27) Second Reading - Ordinance No. 2017-17 - LDC
Amendments/Chapters 12, 17, and 18 - Adult Entertainment Establishments, Case No.
17-25000002

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2017-17, amending Chapters 12, 17, and 18 of the Land Development Code relating to Adult Entertainment Establishments.

SUMMARY: Planning Commission Action: March 23, 2017 - Recommended Approval

In June 2016, a 12-month moratorium was approved for adult entertainment establishment uses in order to provide time to review existing regulations in the LDC related to adult entertainment establishments and, if necessary, to develop amendments to maintain reasonable and uniform regulations that protect the health, safety and general welfare of the residents of Port Orange. The Land Development Code (LDC) defines adult entertainment establishment as an adult theater, adult bookstore or adult performance establishment, operated for commercial or pecuniary gain.

The federal courts, including the United States Supreme Court, have determined that adult entertainment establishments are engaged in conduct that is protected under the First Amendment to the Constitution of the United States, and that local governments cannot adopt regulations that prohibit protected activity. As providers of protected First Amendment activity, the courts have uniformly ruled that these types of adult entertainment establishments cannot be prohibited, but the use can be regulated. Regulations may include restrictions regarding where and how adult entertainment establishments may operate, but the designated sites must be reasonable in number and location to allow adult entertainment establishments to operate and engage in protected activities.

In Port Orange, adult entertainment establishments are not permitted by right in any of the City's zoning districts and are currently allowed as a Special Exception use in the Highway Commercial (HC) zoning district, or subject to City Council approval of a Master Development Agreement in a Planned Commercial Development (PCD) zoning district.

When the Special Exception use criteria in the LDC for adult entertainment establishments is applied to all the lots currently zoned HC, there are no lots in the HC zoning district available to operate an adult entertainment establishment. Therefore, the current requirements in the LDC may prohibit the use from operating within the City. When the adult entertainment establishments ordinance was updated in 1996, there were eligible areas in the City zoned HC, but over the last 20 years, a majority of these areas have been rezoned to Planned Commercial Development (PCD). The proposed LDC amendment updates the zoning districts where the use would be allowed as a Special Exception, and maintains the existing Special Exception criteria currently in the LDC for this use.

The proposed ordinance is content neutral under the Renton standard established by the United States Supreme Court in the County of Renton v. Playtime Theaters, Inc., because it is designed to further the City's purposes and goals in limiting and preventing the secondary effects associated with adult entertainment establishment. These adverse secondary effects include: urban blight; increased crime; decreased property values; reduced retail trade; prostitution; and illegal drug transactions.

The proposed amendments are intended to update the regulations in the LDC related to adult entertainment establishments to comply with the First Amendment rights that the courts have uniformly ruled cannot be prohibited:

- a. Remove all references to adult entertainment establishment as a Special Exception use in the HC zoning district and all associated requirements;
- b. Add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district;
- c. Add the Special Exception criteria currently in the LDC for this use and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages; and
- d. Add parking requirements for adult entertainment establishment use.

Staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-17	.pdf
2.	Staff Report	Staff Report - Adult Entertainment Establishments.pdf

Robin Fenwick

Created/Initiated - 05/02/2017

ORDINANCE NO. 2017-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 12, SECTION 4, TO ADD "ADULT THEATER OR ADULT PERFORMANCE" PARKING REQUIREMENT; CHAPTER 17, SECTION 22, TO REMOVE ADULT ENTERTAINMENT FROM THE LIST OF SPECIAL EXCEPTION USES IN THE HIGHWAY COMMERCIAL (HC) ZONING DISTRICT; CHAPTER 17, SECTION 23, ADDING ADULT ENTERTAINMENT AS A SPECIAL EXCEPTION USE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT; AND CHAPTER 18, SECTION 23, TO SPECIFY MEASUREMENT OF SEPARATION REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it necessary to make the following amendments to ensure the continued enforceability of its adult entertainment regulations; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 12, Section 4, of the City of Port Orange Land Development Code to read as follows:

Chapter 12 - ROADS AND VEHICULAR USE AREAS**Section 4: - Parking.**

(a) [Remains Unchanged]

(b) *Required off-street parking spaces.*

(1) – (5) [Remain Unchanged]

(6) *Matrix.*

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL [Remains Unchanged]			
COMMERCIAL [Remains Unchanged]			
RETAIL			
Furniture and appliance	1 space/500 square feet	75/25	.05 per required parking space
General	1 space/200 square feet	75/25	.10 per required parking space
Grocery and drug	1 space/200 square feet	75/25	.10 per required parking space
Home building supplies	1 space/250 square feet of gross floor area for retail sales, plus 1 space/1,000 square feet of area devoted to bulk storage of building and landscape materials	75/25	0
Medical	1 space/200 square feet	75/25	.05 per

marijuana dispensary			required parking space
Nurseries and garden supplies	1 space/250 square feet of gross floor area for retail sales, plus 1 space/1,000 square feet of area devoted to bulk storage of building and landscape materials	75/25	0
Video rentals	1 space/250 square feet	75/25	.25 per required parking space
NOTES:			
(a) Required parking in shopping centers shall be 1 space/250 square feet of area, <u>excluding adult entainment uses</u> , movie theaters, grocery stores, drug stores, convenience stores and health/exercise clubs. The required parking for these uses within shopping centers shall be as stated for each use herein.			
OFFICE [Remains Unchanged]			
INSTITUTIONAL [Remains Unchanged]			
EDUCATIONAL [Remains Unchanged]			
INDUSTRIAL [Remains Unchanged]			
ENTERTAINMENT AND RECREATION			
Bars, lounges and nightclubs	1 space/3 seats, plus 1 space/employee on largest shift	75/25	0
<u>Adult theater or Adult performance (See adult entertainment establishment definition)</u>	<u>1 space /180 square-feet, plus 1 space/employee on largest shift.</u>	<u>75/25</u>	<u>0</u>
Bowling alleys and pool halls	4 spaces/alley, plus 2 spaces/pool table, plus required parking for other uses on the site	75/25	.20 per required parking space
Commercial stables	1 space/5 horses boarded on-site	75/25	0
Golf:			

Driving range	1 space/tee, plus required parking for any other uses on the site	75/25	0
Miniature	3 spaces/hole, plus required parking for any other uses on the site	75/25	.10 per required parking space
Regulation course	6 spaces/hole, plus required parking for any other uses on the site	75/25	0
Health/exercise clubs	1 space/100 square feet of public floor area (swimming pool will be counted as floor area)	75/25	.20 per required parking space
Marinas:			
Commercial	To be determined based on traffic impact analysis, plus required parking for other uses on site	75/25	0
Recreational	1 space/boat slip plus 10 boat trailer spaces/boat ramp, plus required parking for other uses on the site	75/25	0
Movie theaters	1 space/3 seats, plus 5 spaces for employees	75/25	.10 per required parking space
Skating rinks	1 space/100 square feet of public floor area	75/25	.20 per required parking space
Tennis, handball and racquetball facilities	3 spaces/court, plus required parking for other uses on the site	75/25	.20 per required parking space
Video arcades, gamerooms	1 space/200 square feet	75/25	.20 per required parking space

(c) – (d) [Remain Unchanged]

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22 of the City of Port Orange Land Development Code to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 22: - Highway commercial (HC) district.

(a) – (bb) [Remain Unchanged]

(c) *Special exception uses (chapter 18, section 3).*

~~(1) Adult entertainment (subsection 1).~~

[renumber remaining special exception uses]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 23 of the City of Port Orange Land Development Code to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 23: - Community industrial (CI) district.

(a) – (c) [Remain unchanged]

(d) *Special exception uses (chapter 18, section 3).*

(1) Adult entertainment (subsection 1)

[renumber remaining special exception uses]

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 18, Section 3 of the City of Port Orange Land Development Code to read as follows:

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS

Section 3: - Special Requirement for special exception uses.

- (a) In general. For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.
- (b) *Special requirements.*
 - (1) *Adult entertainment (~~HC~~ CI).* The following special requirements are based on the findings of facts and intended to accomplish for the purpose set forth in Section 1 of Ordinance No. 1997-26.
 - (a) The proposed site shall be at least 500 feet from any residentially-zoned property, including planned unit developments.
 - (b) The proposed site shall be at least 1,000 feet from any preexisting adult entertainment use.
 - (c) The proposed site shall be at least 1,000 feet from any preexisting house of worship, school, park or child care center.
 - (d) The proposed site shall be at least 300 feet from any preexisting establishment dealing in alcoholic beverages, as defined in Ordinance No. 1997-26, for on-premises consumption.
 - (e) For the purposes of measuring separation distances, the measurement shall be taken from the nearest property line with a proposed adult entertainment establishment use to the nearest property line of the parcel from which a separation requirement is provided.
 - (e f) Buffering shall be provided based on a land use intensity factor of nine.

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

SECTION 6. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance..

SECTION 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



STAFF REPORT

Case No. 17-25000002

LDC Amendment/Chapters 12, 17 and 18 – Adult Entertainment Establishments

REQUEST:

To amend Chapter 12 of the Land Development Code (LDC) to add parking requirement for adult entertainment establishment use; amend Chapter 17 of the LDC to remove adult entertainment establishment as a Special Exception use in the Highway Commercial (HC) zoning district and add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district; and amend Chapter 18 to remove the adult entertainment establishment Special Exception criteria for the Highway Commercial (HC) zoning district and add the adult entertainment establishment Special Exception requirements for the Commercial Industrial (CI) zoning district and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a residentially-zoned property or parcel with a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages.

PLANNING COMMISSION

RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

STAFF CONTACT:

Tim Burman, Planner Manager (386) 506-5675

CITY COUNCIL DATE:

May 2, 2017

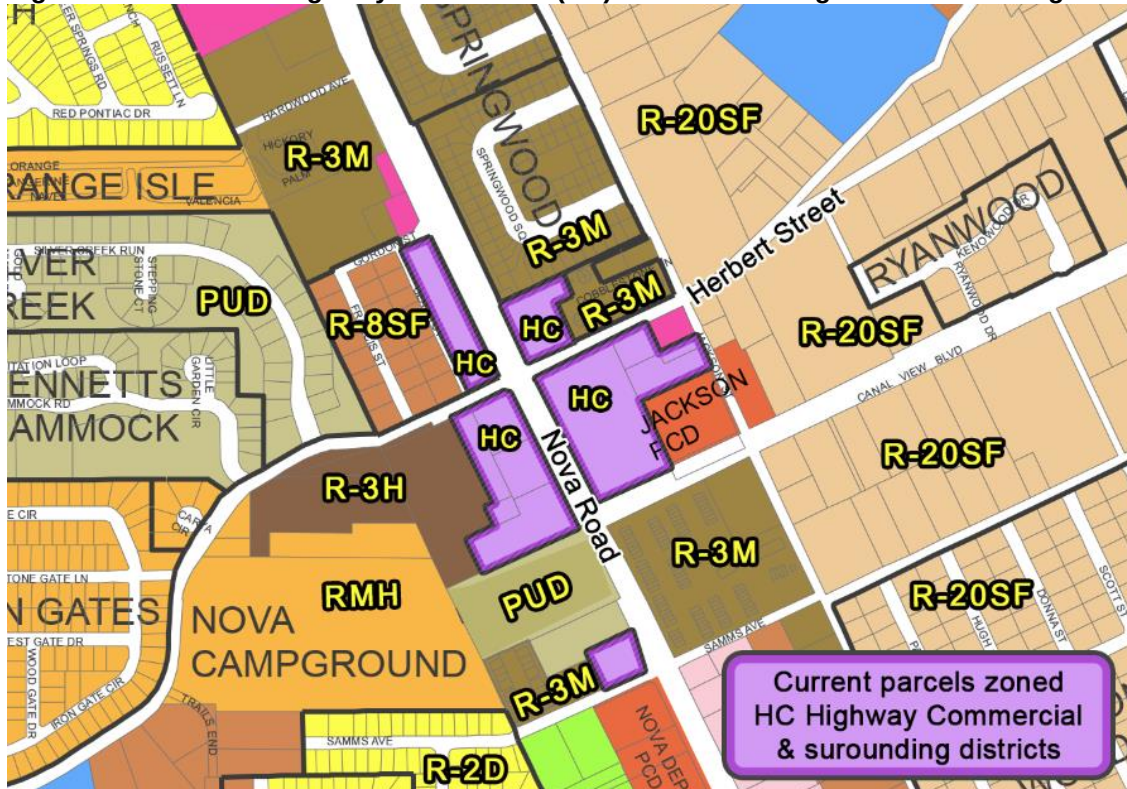
BACKGROUND:

In June 2016, a 12-month moratorium was approved for adult entertainment establishment uses in order to provide time to review existing regulations in the LDC related to adult entertainment establishments and if necessary to develop amendments to maintain reasonable and uniform regulations that protect the health, safety and general welfare of the residents of Port Orange. The Land Development Code (LDC) defines adult entertainment establishment as an adult theater, adult bookstore or adult performance establishment, operated for commercial or pecuniary gain.

The federal courts, including the United States Supreme Court, have determined that adult entertainment establishments are engaged in conduct that is protected under the First Amendment to the Constitution of the United States, and that local governments cannot adopt regulations that prohibit protected activity. As providers of protected First Amendment activity, the courts have uniformly ruled that these types of adult entertainment establishments cannot be prohibited but the use can be regulated. Regulations may include restrictions regarding where and how adult entertainment establishments may operate, but the designated sites must be reasonable in number and location to allow adult entertainment establishments to operate and engage in protected activities.

In Port Orange, adult entertainment establishments are not permitted by right in any of the City's zoning districts and are currently allowed as a Special Exception use in the Highway Commercial (HC) zoning district (Figure 1) or subject to City Council approval of a Master Development Agreement in a Planned Commercial Development (PCD) zoning district.

Figure 1. Sites zoned Highway Commercial (HC) and surrounding residential zoning districts



According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare. All requests for Special Exception uses must be reviewed by the Planning Commission and approved by the City Council. Below are the existing Special Exception criteria currently in the LDC for this use:

1. The proposed site shall be at least 500 feet from any residentially-zoned property, including planned unit developments.
2. The proposed site shall be at least 1,000 feet from any preexisting adult entertainment use.
3. The proposed site shall be at least 1,000 feet from any preexisting house of worship, school, park or child care center.
4. The proposed site shall be at least 300 feet from any preexisting establishment dealing in alcoholic beverages, as defined in the Code or Ordinances, for on-premises consumption.
5. Buffering shall be provided based on a land use intensity factor of nine.

When the Special Exception use criteria in the LDC for adult entertainment establishments is applied to all the lots currently zoned HC there are no lots in the HC zoning district available to operate an adult entertainment establishment (Figure 1). Therefore, the current requirements in

the LDC may prohibit the use from operating within the City. When the adult entertainment establishments ordinance was updated in 1996 there were areas in the City zoned HC, but over the last 20 years a majority of these areas have been rezoned to Planned Commercial Development (PCD). The proposed LDC amendment updates the zoning districts where the use would be allowed as a Special Exception and maintains the existing Special Exception criteria currently in the LDC for this use.

In addition to receiving approval of a Special Exception from Council, the development or redevelopment of a building/site for an adult entertainment establishment would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, and are finalized with a site plan or building permit.

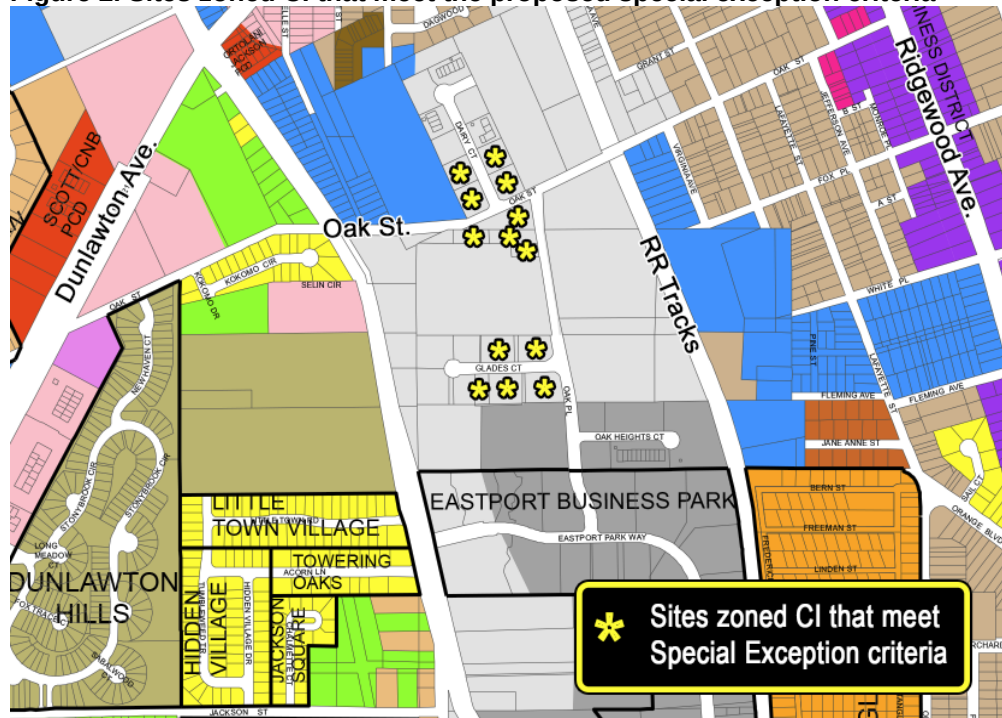
The proposed ordinance is content neutral under the Renton standard established by the United States Supreme Court in the County of Renton v. Playtime Theaters, Inc., because it is designed to further the City's purposes and goals in limiting and preventing the secondary effects associated with adult entertainment establishment. These adverse secondary effects include: urban blight; increased crime; decreased property values; reduced retail trade; prostitution; and illegal drug transactions.

PROPOSED AMENDMENT

The proposed amendments are intended to update the regulations in the LDC related to adult entertainment establishments to comply with the First Amendment rights that the courts have uniformly ruled cannot be prohibited:

- a. Remove all references to adult entertainment establishment as a Special Exception use in the HC zoning district and all associated requirements.
- b. Add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district (Figure 2.)

Figure 2. Sites zoned CI that meet the proposed special exception criteria



- c. Add the Special Exception criteria currently in the LDC for this use and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages. Current language does not specify how to measure the separation. The revised language would require the separation distance to be measured from the nearest property line of a parcel with a proposed adult entertainment establishment use to the nearest property line of a residentially-zoned property or parcel with a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages.
- d. Add parking requirements for adult entertainment establishment use. The LDC does not have parking requirements for adult entertainment establishment (adult theater or adult performance establishment). According to the Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, a parking ratio between 5.23 to 5.90 spaces per 1,000 square-feet [$5.23 \text{ spaces} / 1,000 \text{ SF} = 1 \text{ space per } 191 \text{ SF}$ and $5.90 \text{ spaces} / 1,000 \text{ SF} = 1 \text{ space per } 169 \text{ SF}$] for an adult theater or adult performance establishment will provide sufficient parking. The proposed 1 parking space per 180 square-feet is consistent with the ITE and is on the higher end of the suggested range. Parking for each employee will also be required at a rate of 1 space/employee on largest shift. This ratio is consistent with the parking requirement in the LDC for employees at a bar. The existing general retail parking ratio of 1 space per 200 square feet will be used for an adult bookstore use.

RECOMMENDATION:

Approval of the amendments to Chapter 12, 17, and 18 of the Land Development Code regarding to uses related to adult entertainment establishments, is based on the case law established by the United States Supreme Court.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (G28) First Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-18, to rezone ±7.6 acres from Planned Commercial Development (PCD) to Community Commercial (CC).

SUMMARY: Planning Commission Action (4/27/17): Recommended Approval

A proposal by the applicant to rezone the subject property from Planned Community Development (PCD) to Community Commercial (CC) and remove this property from the Dunlawton Square Master Development Agreement. The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

According to the applicant, the purpose of the request to rezone the subject property is to assist the redevelopment of the property. The applicant states that it is difficult to predict future redevelopment options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site. In addition, the list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA. The CC zoning district permits typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as; retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

The property owner intends to continue redeveloping the former K-Mart building. Currently, the building is occupied by TGI Friday's, Bealls Outlet, and Peach Valley Café (opening in spring 2017), but there is still space remaining for future tenants. The property owner may also construct another building on the subject property along Nova Road. The applicant does not anticipate deviating from the requirements in LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-18	Ord. No. 2017-18.pdf
2.	Staff Report	3813 Nova Rd Rezoning CC Staff Report.pdf

Melanie Schmotzer	Created/Initiated - 04/28/2017
Wayne Clark	Approved - 04/28/2017
Shannon Balmer	Approved - 05/04/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017

ORDINANCE NO. 2017-18

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING ± 7.6 ACRES
LOCATED AT 3813 SOUTH NOVA ROAD FROM PLANNED
COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY
COMMERCIAL (CC); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ± 7.6 acres at located 3813 South Nova Road from Planned Community Development (PCD) to Community Commercial (CC); and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Community Development (PCD) Community Commercial (CC).

Section 2. The property rezoned consists of ± 7.6 acres at located 3813 South Nova Road more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

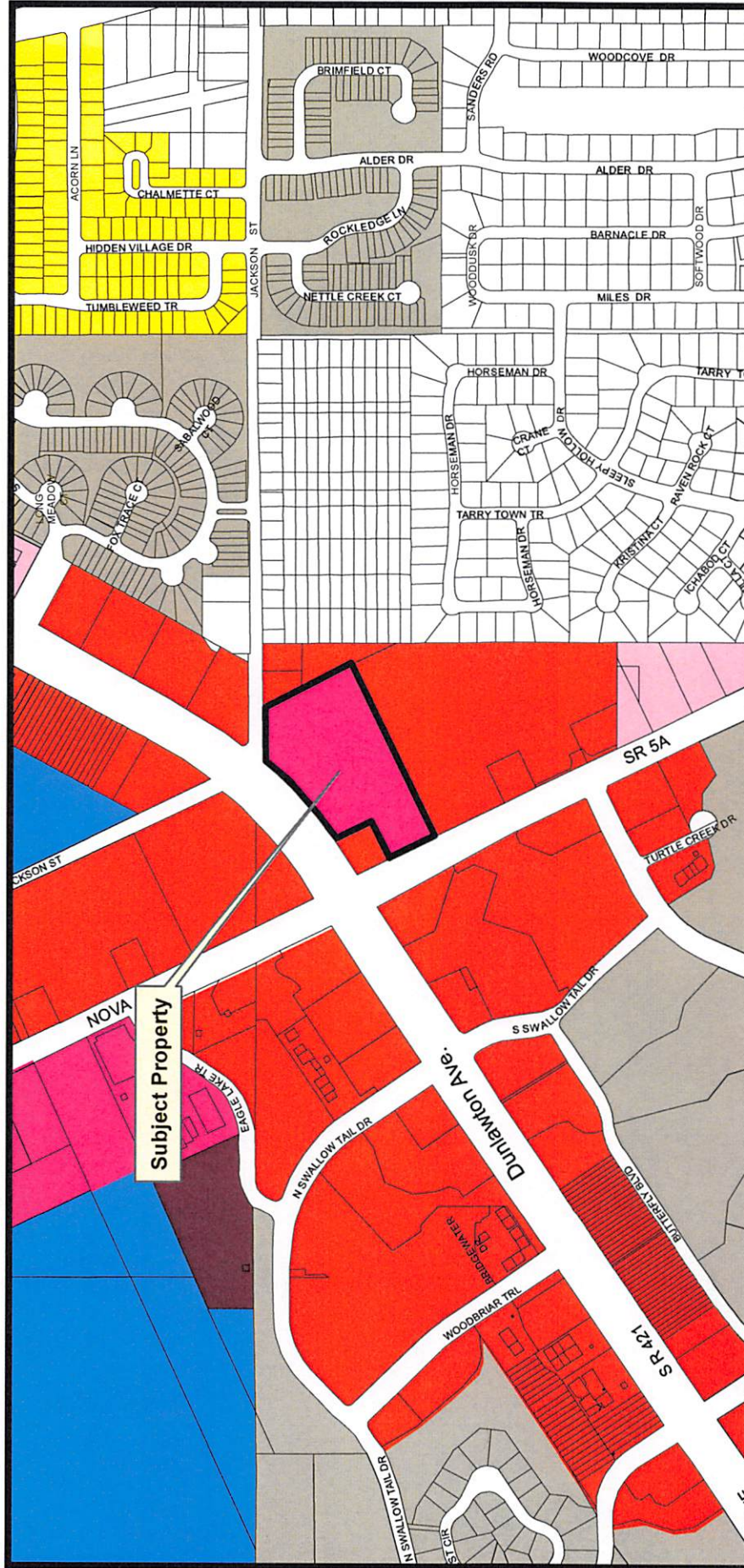
Passed and adopted on second and final reading on the day of

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

Exhibit "1"

Legal Description

9 16 33 IRREG PARCEL IN GOVT LOT 6 SOUTH OF ST RD 415 & E OF NOVA RD BEING
N 373.50 FT MEAS ON E/L OF NOVA RD OF W816.44 FT ON S LINE EXEC PT & N 146.50
FT MEAS ON NOVA RD OF W 174.02 FT MEAS ON S/L PER OR 5209 PG 2632-2636 PER
OR 6261 PG 910 & PER OR 636 1 PG 2035



GPU Government/Public Use	RMH Residential Mobile Home	PO Professional Office
F-C Flood Plain-Conservation	NP Neighborhood Preservation	CC Community Commercial
R-7SF Single Family Residential	PC-R Planned Community-PO Riverwalk	CI Commercial/Industrial
R-2D Two Family Residential	PUD Planned Unit Development	RD Ridgewood Development
R-3H Multi-Family Residential	PCD Planned Commercial Development	ORT Office/Residential Transition



3813 S. Nova Road

Exhibit "2"

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT
CASE NO. 17-65000001
REZONING/3813 Nova Road

REQUEST: Rezone +/- 7.6 acres from Planned Commercial Development (PCD) to Community Commercial (CC)

OWNER: Dunlawton Nova Investors, LLC.

APPLICANT: Paul F. Holub, Jr.

LOCATION: 3813 Nova Road (Figure 1 – Location Map)

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: **Recommended Approval**

STAFF CONTACT: Briana Conlan-King, Planner (386) 506-5676

CITY COMMISSION DATE: May 16, 2017

DISCUSSION:

The subject property is currently zoned Planned Community Development (PCD). The applicant proposes to rezone the subject property from PCD to Community Commercial (CC) and remove this property from the Dunlawton Square Master Development Agreement. The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

Figure. 1 Location Map



The subject property was originally developed as a K-Mart in 1979 and zoned C-1 at that time. In 1994, the subject property, along with the Publix shopping center property, was rezoned to PCD and the Dunlawton Square MDA was adopted and allowed for general retail, offices, financial institutions, business services, restaurants, and health and racquet clubs. In 1999, the MDA was amended to allow the use of medical office and veterinary clinics as permitted uses. In 2011, the current owner of the subject property modified the exterior façade of the old K-mart building to match the new Publix, upgraded the landscaping and irrigation, and modified the interior of the old K-mart building to include T.G.I. Friday's and Bealls Outlet.

According to the applicant, the request to rezone the subject property to CC is to assist the redevelopment of the subject site. The applicant states that it is difficult to predict future redevelopment options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site. In addition, the list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA. The CC zoning district permits typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as; retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

The property owner intends to continue redeveloping the former K-Mart building. Currently, the building is occupied by TGI Friday's, Bealls Outlet, and Peach Valley Café (opening in spring 2017), but there is still space remaining for future tenants. The property owner may also construct another building on the subject property along Nova Road. The applicant does not anticipate deviating from the requirements in LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

The proposed rezoning will not affect the existing cross access easements with the adjacent properties. Access to the property is available off Nova Road and Dunlawton Avenue. Water and sewer is available and serves the property. As part of any future site improvements, a site plan would be required and stormwater, traffic generation, landscaping and modifications to the parking lot will be addressed in accordance with the City standards in the LDC.

Compatibility with Surrounding Uses and Zoning

The proposed Community Commercial zoning district is appropriate for its location near the intersection of Nova Road and Dunlawton Avenue and surrounding properties. The table on Page 3 summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit A and Exhibit B).

Surrounding Land Use & Zoning

Direction	Land Use	Zoning District
North	Dunlawton Ave. right-of-way & Commercial (Park Place Plaza)	Planned Commercial Development (PCD)
South	Commercial (Publix)	Planned Commercial Development (PCD)
East	Office (Jackson Street)	Planned Commercial Development (PCD)
West	Nova Road right-of-way & Commercial (Firestone, Burger King, and Countryside Mall)	Planned Commercial Development (PCD)

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the LDC and does not anticipate deviating from the requirements in LDC, the property owner selected to use a standard zoning district and meet the requirements in the LDC. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met.

Consistency with Comprehensive Plan

The subject property is designated Commercial on the City's Future Land Use Map. The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Sub-Regional Commercial Node located around the intersection of Dunlawton Avenue and Nova Road. Sub-Regional Commercial Nodes are intended to support the City with a mix of general and specialized shopping needs of the general population and visitors within a +/- 4-mile radius.

Recommendation:

Staff recommends approval of the request to rezone +/- 7.6 acres located at 3813 Nova Road from Planned Community Development (PCD) to Community Commercial (CC).

ATTACHMENTS:

1. Exhibit A -- Future Land Use Map
2. Exhibit B – Current and Proposed Zoning Map

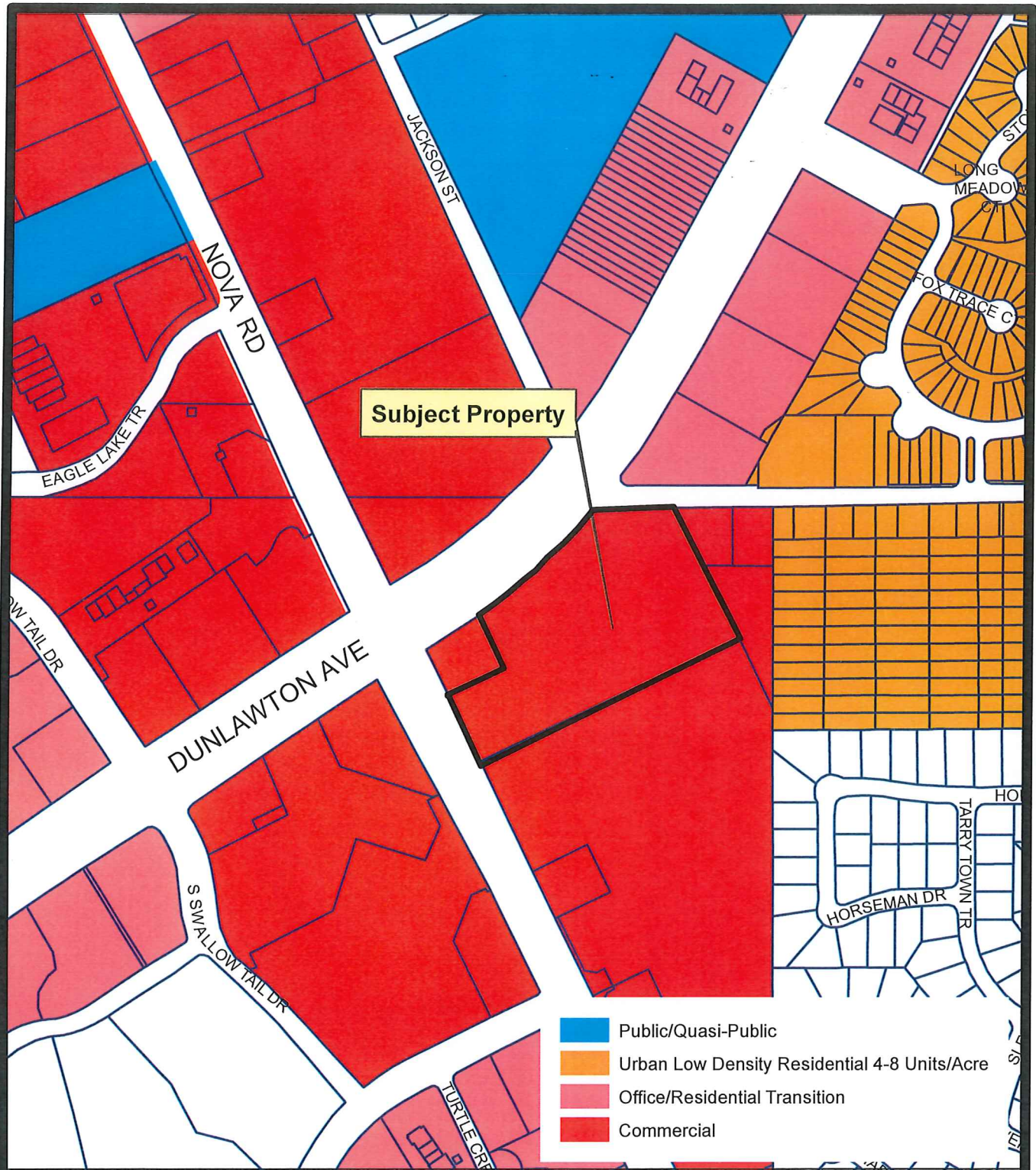


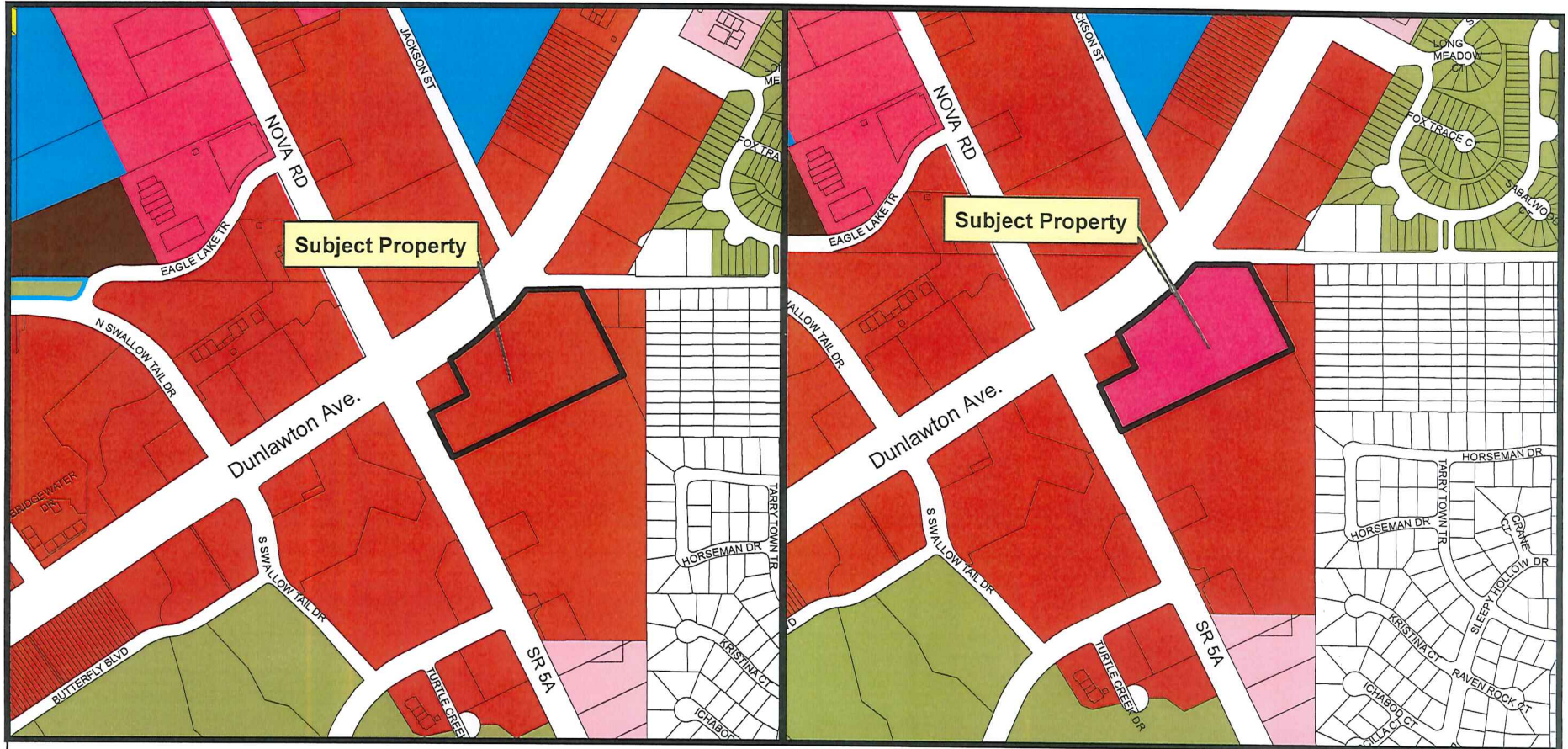
Exhibit A

Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

- GPU Government/Public Use
- F-C Flood Plain-Conservation
- R-7SF Single Family Residential
- R-2D Two Family Residential
- R-3H Multi-Family Residential

- RMH Residential Mobile Home
- NP Neighborhood Preservation
- PC-R Planned Community-PO Riverwalk
- PUD Planned Unit Development
- PCD Planned Commercial Development

- PO Professional Office
- CC Community Commercial
- CI Commercial/Industrial
- RD Ridgewood Development
- ORT Office/Residential Transition

Proposed Zoning



Exhibit B - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (H29) Naming of the Old Police Department

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: In 1913 the City of Port Orange was incorporated as a city and the first Mayor was Dr. Henry K. DuBois. In honor of celebrating our 150 years as a community staff is recommending that we rename the old PD the DuBois Building as a way to commemorate our history.

As you are aware this building is currently being designed to accomodate offices for Public Utilities, Parks & Recreation, and PAL, as well records storage for the City Clerk.

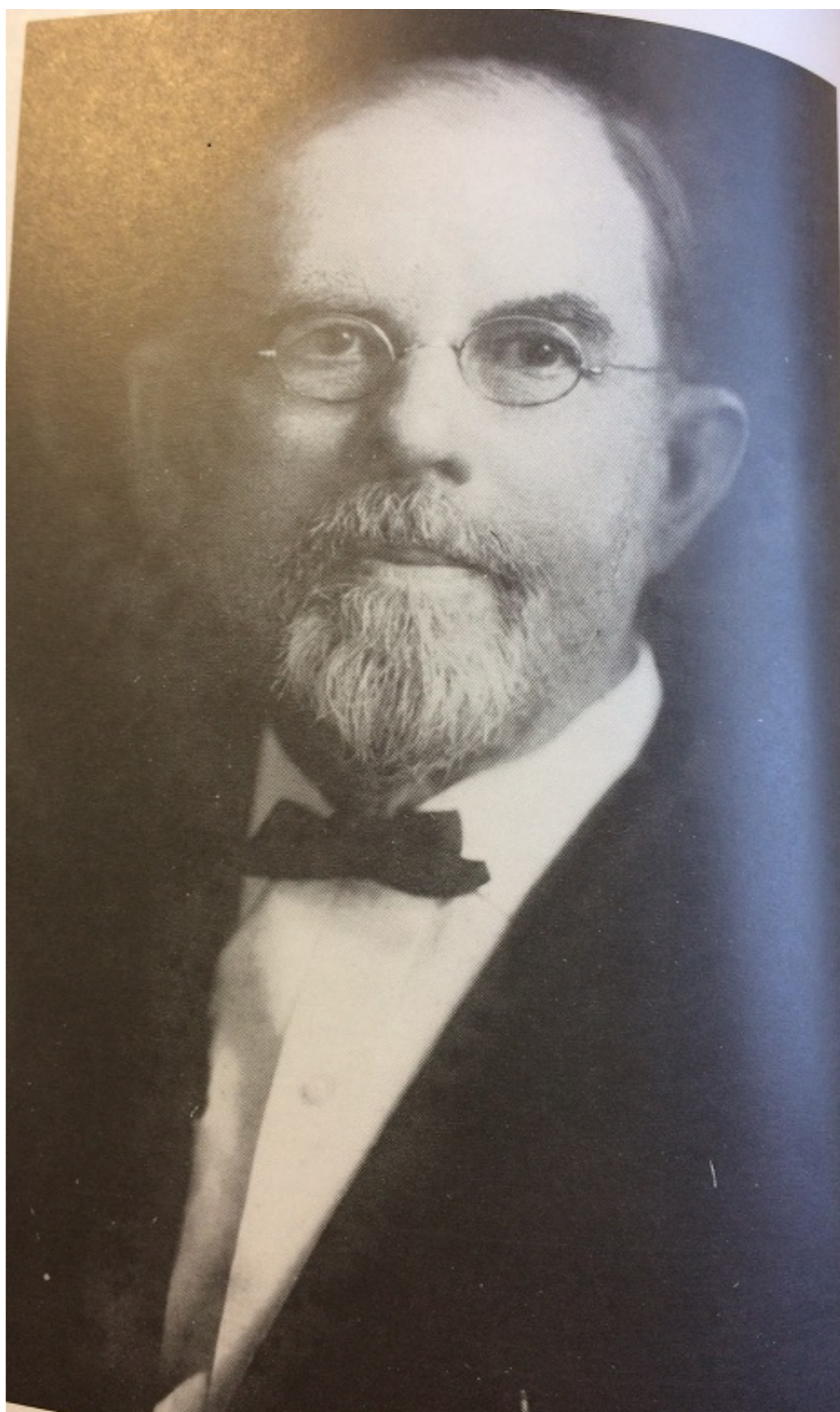
Project No.: Funding Account No.:

ATTACHMENTS:

1.	Photo Of Dr. DuBois	DuBois.jpg

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 04/21/2017
Approved - 04/21/2017
Approved - 04/21/2017
Final Approval - 04/21/2017





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H30) Resolution No. 17-18 - LAP Agreement for construction of the Dunlawton Sidewalk and Street Lighting from Spruce Creek Road to Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 17-18, approving the Local Agency Program (LAP) Agreement for construction of the Dunlawton Sidewalk and Street Lighting from Spruce Creek Road to Ridgewood Avenue and authorize the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The Florida Department of Transportation (FDOT) has requested the City execute a Local Agency Program (LAP) Agreement and Resolution for construction of the City initiated sidewalk lighting project, now including street lighting.

The project length is approximately 0.7 miles (3,700 linear feet). The River to Sea Transportation Planning Organization (R2CTPO) and FDOT have agreed to fund \$559,000 of the estimated \$767,395 construction cost for this lighting project.

Once the LAP agreement is executed by the City and FDOT, a Notice to Proceed will be issued allowing the project to be bid for construction. The bid award is anticipated to come before City Council in August. The project is on schedule to be built prior to Spring 2018.

Project No.: AIO016
AIO016

Funding Account No.: 301-4310-541.63-97
301-4300-541.63-97

ATTACHMENTS:

1.	Reso. No. 17-18	Reso. No. 17-18.pdf
2.	LAP contact and instructions	2017 April 26 1251 Lisa Buscher.pdf

Margaret Tomlinson
Wayne Clark
Tracey Riehm

Created/Initiated - 04/27/2017
Approved - 04/27/2017
Approved - 05/04/2017

Jake Johansson
Robin Fenwick

Approved - 05/04/2017
Final Approval - 05/05/2017

RESOLUTION NO. 17-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE LOCAL AGENCY PROGRAM AGREEMENT FPN 435591-1-58-01; FOR THE CONSTRUCTION OF SR 421 (DUNLAWTON) SIDEWALK AND STREET LIGHTING FROM SPRUCE CREEK ROAD TO RIDGEWOOD AVENUE PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE AGREEMENT, RESPECTIVELY, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program Agreements for the construction of SR 421 (Dunlawton) sidewalk and street lighting from Spruce Creek Road to Ridgewood Avenue project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 435591-1-58-01.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the project FPN 435591-1-58-01, copy of which are attached hereto as **Exhibit "1"**.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

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

Exhibit "1"

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FPN: <u>435591-1-58-01</u>	FPN: <u>435591-1-68-01</u>	FPN: _____
Federal No (FAIN): <u>D517-050-B</u>	Federal No (FAIN): <u>N/A</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: <u>N/A</u>	Federal Award Date: _____
Fund: <u>ACSU/SU</u>	Fund: <u>LF</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>N/A</u>	Org Code: _____
FLAIR Approp: <u>088716</u>	FLAIR Approp: <u>N/A</u>	FLAIR Approp: _____

County No: 79 Contract No: _____

Local Agency Vendor No: F596-000-412-003 Local Agency DUNS No: 08-082-7082

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and the City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of SR 421 (Dunlawton) Phase 1 from Spruce Creek Road to Ridgewood Avenue, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before October 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 819,395.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$559,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and ~~elects~~ to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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- agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF PORT ORANGE

By: _____

Name: Donald O. Burnette
Title: Mayor

Attest: _____

Name: Robin L. Fenwick
Title: City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Richard B. Morrow, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435591-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

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

PROJECT LOCATION:

☒ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.712 miles; milepost 3.289 to 4.001

PROJECT DESCRIPTION:

This project consists of constructing conventional street lighting along SR 421 (Dunlawton Avenue) from Spruce Creek Road to Ridgewood Avenue. The lighting will include installation of light poles complete (luminaire, pole, foundation), directional drill conduit, open cut conduit, lighting conductors, pole cable distribution systems, clearing and grubbing, pull boxes, obsolete light pole removal, load centers, grounding, and power service. The project also includes maintenance of traffic, sodding, concrete sidewalk reconstruction, and erosion control.

The project also includes a bid alternate for additional lighting at the Spruce Creek Road and Ridgewood Avenue intersections.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a quarterly basis, and progress reports shall be submitted as requested, to:

Vince Vacchiano, Construction Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by August 3, 2017.
- f) Construction to be completed by June 15, 2018.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The River to Sea TPO requires a 10% local match for the project. The total project cost is \$918,395.00, yielding a match requirement of \$91,840.00. The City's prior design contribution of \$99,000.00, the City's contribution of \$52,000.00 for CEI services, and an estimated construction contribution by the City of \$208,395.00 equals \$359,395.00, which exceeds the required match. No pro-ration of invoices for match purposes is required.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Port Orange 1000 City Center Circle Port Orange, FL 32129	FPN: 435591-1-58/68-01

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2016-2017 FY: _____ FY: _____ FY: _____	<u>\$767,395.00</u> _____ _____	<u>\$208,395.00</u> _____ _____	<u>\$0.00</u> _____ _____	<u>\$559,000.00</u> _____ _____
Total Construction Cost	\$767,395.00	\$208,395.00	\$0.00	\$559,000.00
Construction Engineering and Inspection (CEI) - 68 FY: 2016-2017 FY: _____ FY: _____	<u>\$52,000.00</u> _____ _____	<u>\$52,000.00</u> _____ _____	<u>\$0.00</u> _____ _____	<u>\$0.00</u> _____ _____
Total CEI Cost	\$52,000.00	\$52,000.00	\$0.00	\$0.00
Operations – 88 FY: _____ FY: _____ FY: _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$819,395.00	\$260,395.00	\$0.00	\$559,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "C"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT “RL”

ROADWAY LIGHTNING MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Maintenance

a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Agency.

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$559,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

Roberts, Larry

From: Buscher, Lisa <Lisa.Buscher@dot.state.fl.us>
Sent: Wednesday, April 26, 2017 12:51 PM
To: Roberts, Larry
Cc: Battaglia, David; Tomlinson, Margaret; D5-LAP Admin; D5-LAP Design
Subject: 435591-1-58-01 SR 421 (Dunlawton) from Spruce Creek Road to Ridgewood Avenue
Attachments: 435591-1-58-01 SR 421 (Dunlawton) from Spruce Creek Rd to Ridgewood Ave.pdf; LAP Resolution Sample.doc

Good afternoon!

Attached is the **LAP Agreement** for the subject project for the City's adoption and execution. Please make a **minimum of one copy** of the LAP Agreement (24 pages total per agreement); the Department will retain one fully executed Agreement.

If the City would like a fully executed copy of the Agreement returned, please make and execute the number of copies you would like. After the City executes the LAP Agreement, please return the Agreement to me. Also **send one** originally signed or notarized copy of the Resolution (sample attached) adopting the LAP Agreement.

I believe that the City was hoping to bring this agreement to the **May 16, 2017** Board meeting. Please confirm that the agreement will be on the agenda for this meeting.

Per section 13 of the LAP Agreement, the City will be subject to a Performance Evaluation for the construction phase of the above referenced project. The current performance evaluation can be found at the bottom of the Forms tab on the LAP website:

<http://www.dot.state.fl.us/programmanagement/LAP/Forms/LapForms.shtm>

Please feel free to contact me if you have any questions.

Lisa Buscher, FCCM, CSM
Florida Department of Transportation - Local Government Agreements
District Local Government Program Administrator
719 South Woodland Blvd, MS 4-520
DeLand, FL. 32720-6800
(386) 943-5452
lisa.buscher@dot.state.fl.us

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: No

SUBJECT: (H31a) Resolution No. 17-16 - Pavers

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution 17-16.

SUMMARY: Resolution establishing policy for processing paver driveway requests for pavers installed in the City's right-of-way. This policy has been developed pursuant to the City Council's direction provided at the March 27th Workshop.

The City Attorney has advised on the legal and financial aspects of the proposed resolution.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution 17-16	Reso 17-16 w. Ex A.pdf

Tracy London	Created/Initiated - 04/05/2017
Wayne Clark	Approved - 04/28/2017
Matthew Jones	Approved - 05/01/2017
Tracey Riehm	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017

RESOLUTION NO. 17-16

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A POLICY REGARDING THE INSTALLATION OF PAVERS IN THE CITY'S RIGHTS-OF-WAY; ESTABLISHING LICENSE AGREEMENT REQUIREMENTS FOR INSTALLATION OF PAVERS; REQUIRING INSTALLATION IN ACCORDANCE WITH THE CITY'S STANDARD CONSTRUCTION DETAIL FOR SUCH IMPROVEMENTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 58, Article II of the Code of Ordinances, generally prohibits any construction activity within the City's Rights-of-Ways without a permit; and

WHEREAS, the installation of driveways pursuant to a building permit are specifically exempted from the Right-of-Way Permit requirement under Section 58-32(5) of the Code; and

WHEREAS, the City periodically receives requests from individual citizens desiring to deviate from the standard concrete driveways to utilize pavers in their driveways; and

WHEREAS, the City Council of the City of Port Orange deems it to be in the best interest of the citizens of Port Orange and the aesthetic appearance of the City to permit the use of these alternative surfaces in the driveway subject to the regulations expressed herein; and

WHEREAS, the purpose of this Resolution is to establish the City's policy regarding the installation of pavers within the City's Rights-of-Way; and

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

SECTION 1: The City Council of the City of Port Orange hereby authorizes the installation of pavers in driveways located within the City's Rights-of-Way, subject to the regulations contained herein.

- 1) Definitions. As used in this Resolution, the terms shall have the following meaning:
 - a) *Administrative official* is the municipal official appointed by the city manager to administer the land development code.
 - b) *Driveway* means the portion of the parkage intended for use for ingress to and egress from the abutting property.
 - c) *Parkage* means the portion of a right-of-way between the adjoining property and the street which is intended for uses accessory to primary uses of the street,

including but not limited to, ornamental purposes, sidewalks, driveways, and surface and subsurface utilities.

- d) *Right-of-way* means a strip of land owned or controlled by the city and intended to be used for public passage, including the streets, alleys, sidewalks, bike paths, and driveways constructed thereon.
 - e) *Sidewalk* means a walkway intended to be used primarily by pedestrians on one or both sides of a street.
 - f) *Street* means the portion of the right-of-way which is intended to be used by normal vehicular traffic, including paved and unpaved roadways but not including service entrances or driveways leading from roadways onto adjoining property.
- 2) License Agreement. A license agreement shall be required prior to the installation of pavers in the driveway of an abutting residential property. The license agreement shall be in substantially the same format as the license agreement attached hereto as **Exhibit "A"**.
- a) Applications.
 - i) Only the owner of the property abutting the driveway, or his or her authorized agent, may apply for a license agreement for the installation of pavers in the driveway.
 - ii) Applications shall include the following information:
 - (1) The applicant's name, address and telephone number;
 - (2) The name of the subdivision where the applicant's property is located;
 - (3) A copy of the property deed;
 - (4) A sealed property survey;
 - (5) A sketch of the right-of-way detailing the proposed location and dimension of the pavers to be installed;
 - (6) Letter of approval from the Homeowners' Association, if applicable;
 - (7) Letter of authorization from the owner, if applicant is not the owner; and
 - (8) Such other information required by the administrative official to ensure the installation of pavers is completed in accordance with the city's standard construction details, Florida Building Code, Americans with Disabilities Act, and other applicable regulations or laws.
 - iii) Applications shall be reviewed by the administrative official or his or her designee.
 - iv) The application fee shall be \$75, which shall be in addition to any other permit fees or charges relative to any proposed construction work.
 - b) Execution. The administrative official shall be authorized to execute the license agreement on behalf of the city on a form approved by the City Attorney's Office and substantially similar to that which is attached as **Exhibit "A"**. The applicant shall pay, in addition to the application fee, the cost for recording the executed license agreement.
- 3) Paver Installation.
- a) Location. Pavers may be located in the driveway, and shall not be located in the street, sidewalk, or any other portion of the parkage. Pavers shall not be located in an area designated for sidewalks in the future.
 - b) Standard. Pavers shall be installed in accordance with the City's standard construction detail, and all city, state, and federal regulations.

SECTION 2: All license agreements for the installation of pavers in driveways within the city right-of-way approved by city council prior to the effective date of this Resolution shall continue to be valid, so long as the terms and conditions of the respective agreement continue to be met.

SECTION 3: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

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

SECTION 5: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Dep. City Attorney

EXHIBIT "A"

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: _____

LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS **LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and _____, as owner(s) of the property located at _____, Port Orange, FL _____, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 17-_____, which establishes City policy regarding the installation of pavers within City rights-of-way; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof, and is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of real property located in the _____ subdivision, recorded in Map Book _____, Page _____, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensee hereby acknowledges that City public utilities, and franchise utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as [REDACTED] located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of **placing decorative pavement over the driveway apron adjoining** the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 17-___ and with the terms and conditions of this License Agreement and exhibits hereto.

3. All improvements located adjacent to the sidewalk area adjoining the Subject Property shall be installed in accordance with the Americans with Disabilities Act ("ADA"), as may be amended from time to time. This License Agreement shall be subject to the review and approval of the completed Improvements by the City for compliance with the ADA. Failure to install or continually maintain the Improvements in accordance with the ADA shall result in the City providing notice to the Licensee and taking corrective measures, as needed, pursuant to Section 5 of this License Agreement.

4. The Licensee assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

5. The Licensee agrees to maintain, repair or replace all Improvements which require maintenance, repair or replacement. Although the City shall not be required to periodically inspect the Improvements, in the event that the City identifies a defect in need of repair or replacement, the City shall deliver written notice providing thirty (30) days to remedy the defect. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and replace the Improvements with a concrete or asphalt apron and sidewalk at the sole cost and expense of the Licensee, and such cost shall become a lien on the Licensee's property adjacent to City right-of-way.

6. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

7. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

8. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

The City shall have the right, at its option, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this License Agreement.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to [REDACTED], street address, Port Orange, Florida [REDACTED], for the Licensees, or as otherwise designated in writing to all respective parties.

16. This License Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this License Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this License Agreement in the Public Records of Volusia County, Florida.

17. If any clause or provision of this License Agreement is found to be illegal, invalid, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this License Agreement shall be treated as though that portion had never been a part thereof.

18. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA

a chartered municipal corporation

Printed Name:_____

By:_____
Wayne Clark, Administrative Official

Printed Name:_____

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

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Wayne Clark, as Admirative Official of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. She is personally known to me.

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

WITNESSES:

LICENSEE:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H31b) Resolution No. 17-22 - Proposed Construction Detail - Paver Driveway Apron

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution no. 17-22 - proposed City Standard Detail M-6A Driveway Brick Paver Apron, subject to revisions as requested by City Council, if any.

SUMMARY: In accordance with City Council direction at the March 27, 2017 workshop, staff has prepared a construction detail for brick paver driveway aprons as an alternate to the standard concrete driveway apron. There has been no standard for paver driveway aprons in the past. Prior requests required case by case review and reliance on the contractor's proposed installation method. All past approvals meet manufacturers recommended installation specifications, but vary by the degree of the components that are meant to keep the pavers from separating, sinking and uplifting.

There are two major differences between the majority of previously approved brick paver driveway aprons and the proposed City detail. One difference is the depth of the base material. The base material provides the foundation for the pavers to lay on with the purpose of maintaining them flush with each other on a level plane. For example, most previous approvals have four inches (4") of base material and staff is recommending six inches (6") of base material which is consistent with the current City road base requirement.

The second major difference is the width and depth of the concrete containment border. The concrete containment border purpose is to prevent the pavers from separating and creating gaps. For example, most previous approvals include a 2" wide x 4" deep concrete border which is often covered with sod or mulch along the sides of the apron and no concrete border adjacent to uncurbed roadways. Staff is recommending a 6" wide x 10" deep concrete curb level with the top of the pavers along the sides of the apron and a 12" wide x 10" deep concrete curb level with the pavers and the existing road when the road has no curbing. Regardless of the driveway apron material whenever there is an existing curb it is required to remain in place when driveways are constructed.

Staff is recommending the more robust requirements to ensure there is a product that is equitable to a standard concrete driveway apron in terms of maintenance and longevity.

The proposed City requirements are comparable to neighboring municipalities and the County.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-22	Reso. No. 17-22.pdf

Margaret Tomlinson	Created/Initiated - 04/26/2017
Wayne Clark	Approved - 04/26/2017
Matthew Jones	Approved - 04/28/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017

RESOLUTION NO. 17-22

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ADOPTING
STANDARD CONSTRUCTION DETAIL M-6A
RELATING TO PAVER DRIVEWAY APRONS;
PROVIDING FOR REPEAL OF CONFLICTING
RESOLUTIONS; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection 3(b) of Chapter 5 of the City of Port Orange Land Development Code authorizes adoption of standard construction details by resolution of the City Council; and

WHEREAS, a new standard construction detail is needed in order to address maintenance concerns, improve efficiency of operation, and create consistency for paver driveway aprons.

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

Section 1. The City Council hereby adopts the new Standard Construction Detail, attached hereto as **Exhibit “A,”** for Detail M-6A.

Section 2. All other Standard Construction Details shall remain in full force and effect except as modified herein.

Section 3. All resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 5. This resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

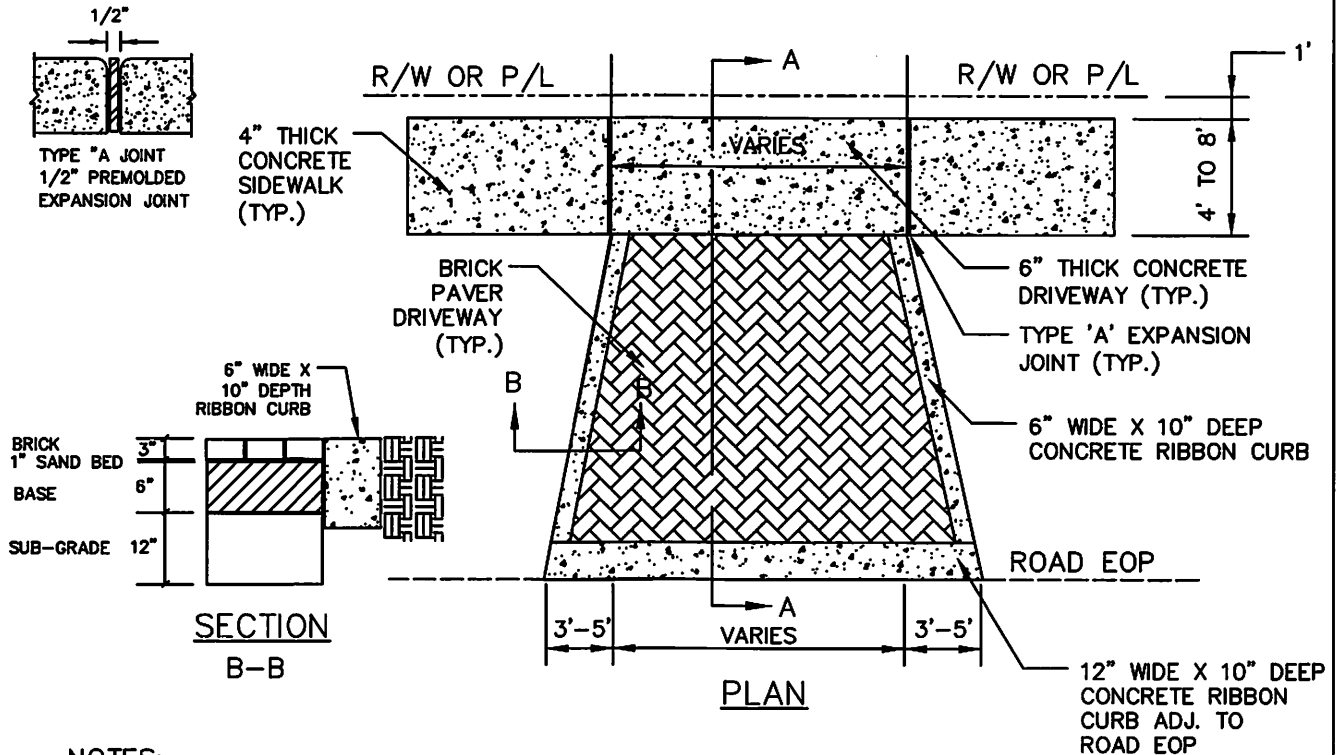
ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on this day of _____, 2017

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit "A"



NOTES:

1. ALL MATERIALS ARE TO BE INSPECTED AND APPROVED PRIOR TO INSTALLATION BY THE CITY'S DESIGNATED SITE INSPECTOR.
2. EXISTING DRAINAGE FLOWS AND PATTERNS MUST BE MAINTAINED DURING AND AFTER CONSTRUCTION. PROPOSED CONSTRUCTION SHALL NOT IMPACT ADJACENT PROPERTIES AND STREETS RIGHT-OF-WAY DRAINAGE SYSTEM.
3. ALL EXISTING WATER VALVES, SANITARY CLEANOUTS, AND MANHOLE COVERS TOP ELEVATIONS SHALL BE ADJUSTED TO MATCH FINAL DRIVEWAY BRICK GRADES TO AVOID TRIPPING HAZARDS FOR PEDESTRIANS.
4. ALL EXISTING WATER METERS SHALL BE RELOCATED OUTSIDE THE DRIVEWAY CONSTRUCTION LIMITS. RELOCATE METERS MINIMUM 3 FT. OUTSIDE EDGE OF DRIVEWAY.
5. LIMEROCK BASE OR RECYCLE CONCRETE BASE CAN BE USED WHEN SEASONAL HIGH WATER TABLE (SHWT) IS MORE THAN 24 INCHES BELOW EXISTING GRADES. WHEN SEASONAL HIGH WATER TABLE IS BETWEEN 0 TO 24 INCHES BELOW EXISTING GRADES CONTRACTOR SHALL USED SOIL CEMENT BASE. GEOTECHNICAL BORING MUST BE PROVIDED TO VERIFY THE SHWT DEPTH. ALTERNATIVELY, THE OWNER CAN USE SOIL CEMENT BASE OPTION REGARDLESS OF THE SHWT DEPTH. IN SUCH CASE GEOTECHNICAL SOIL BORINGS ARE NOT REQUIRED.
6. RIBBON CURB (12") ADJACENT TO EDGE OF PAVEMENT (EOP) IS NOT REQUIRED WHEN EXISTING STREET HAS CURBING (I.E. MIAMI CURB). IN SUCH CASE BRICK PAVER DRIVEWAY SHALL BE CONSTRUCTED UP TO EXISTING STREET CURB. EXISTING CURB SHALL NOT BE DAMAGED DURING CONSTRUCTING. OWNER SHALL INCUR ALL LABOR AND MATERIAL COSTS TO REPLACE EXISTING STREET RIGHT-OF-WAY CURBING IF DAMAGED.

SHEET 1 OF 2

STANDARD CONSTRUCTION DETAIL
DRIVEWAY BRICK PAVER APRON

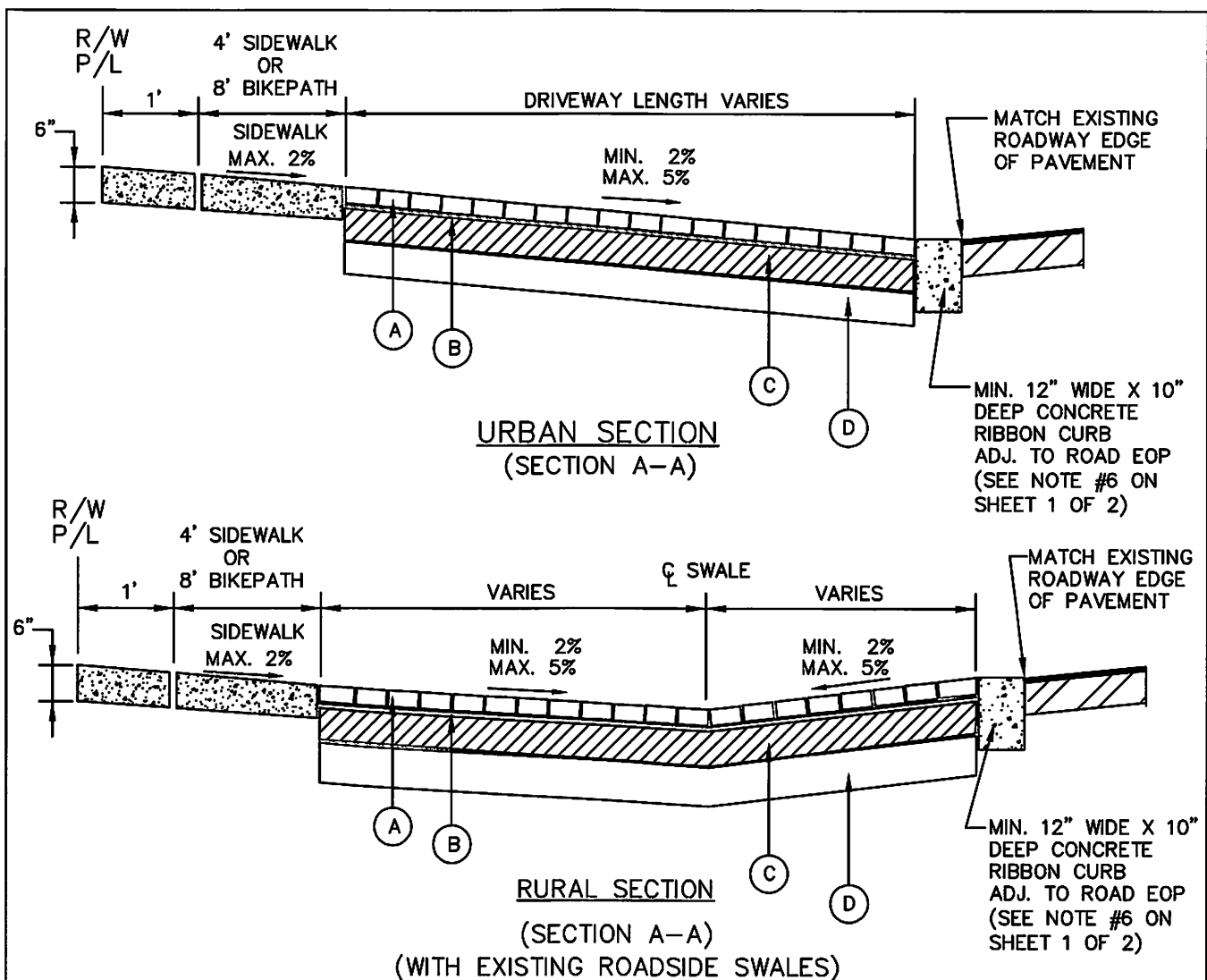
REV. 04/2017

FILE NAME:

M6A.DWG

DETAIL REF:

M-6A



(A) BRICK PAVER SURFACE

(B) 1" SAND SETTING BED

(C) BASE:

6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

ALTERNATE:

6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

(D)

SUBGRADE:

12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

SHEET 2 OF 2

STANDARD CONSTRUCTION DETAIL
DRIVEWAY BRICK PAVER APRON

REV. 04/2017

FILE NAME:

M6A.DWG

DETAIL REF:

M-6A



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H31c) License Agreement - 5833 Riverside Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to return to staff to process in accordance with Resolution 17-16, subject to modification of the application to meet the City standard.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Riverside Drive right-of-way frontage of 5833 Riverside Drive. Sean T. McDaniel and Stacy M. McDaniel, the property owners, have made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron with decorative pavers. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement and building permit application were submitted after the March 27 City Council workshop. The applicant has been advised that a new construction detail will be adopted and that the paver driveway apron in the City's right-of-way must be built in accordance with the adopted detail. The paver construction detail has robust requirements to ensure there is a product that is equitable to a standard concrete driveway apron in terms of maintenance and longevity. The proposed City requirements are comparable to neighboring municipalities and the County.

Project No.: Funding Account No.:

ATTACHMENTS:

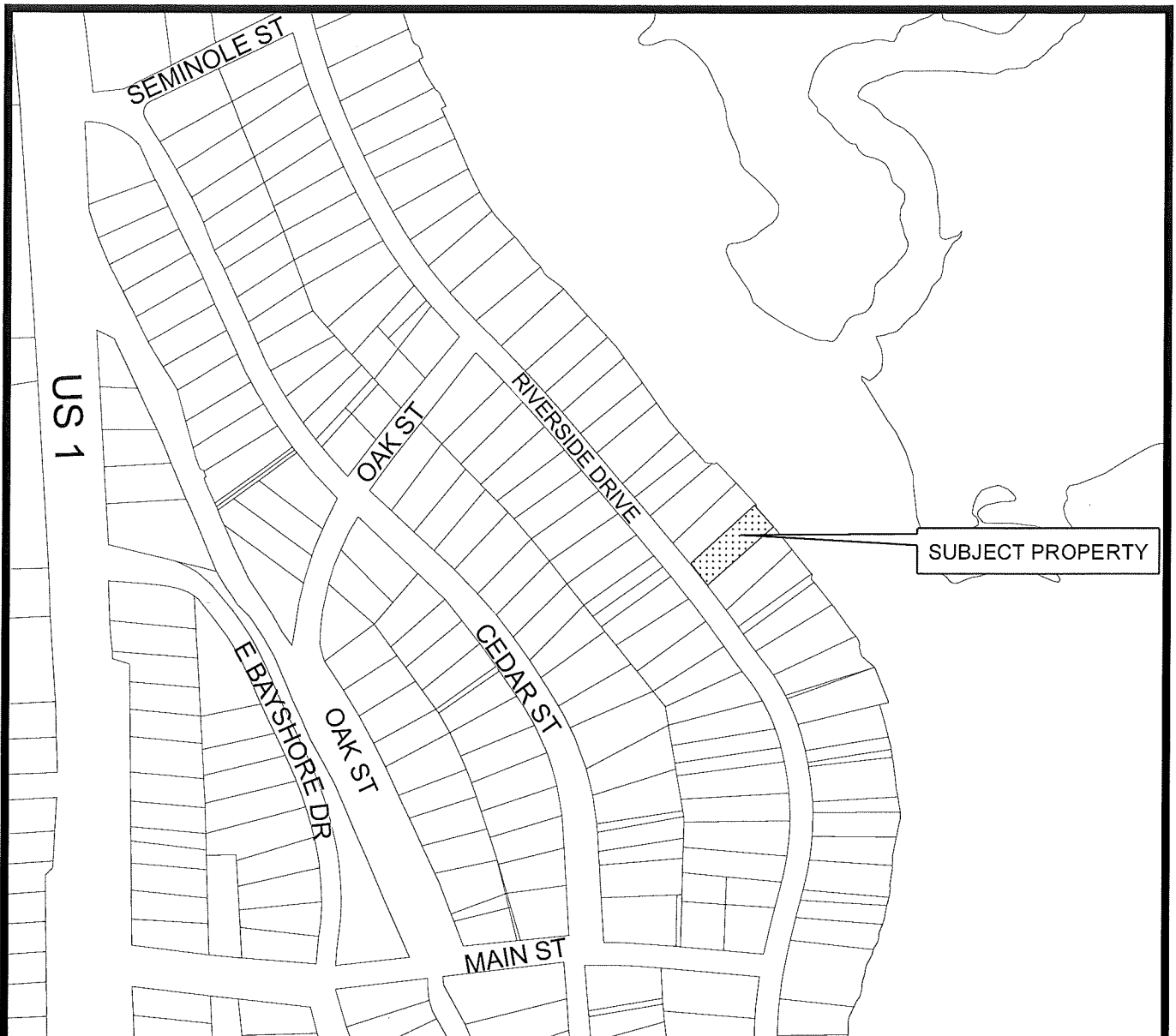
1.	harboroaks aerial	harboroaks aerial.pdf
2.	harboroaks location	harboroaks location.pdf
3.	harboroaks drawing	harboroaks drawing.pdf
4.	harboroaks legal	harboroaks legal.pdf
5.	paver photo	mega olde towne1.pdf

Chip Glor	Created/Initiated - 04/24/2017
Wayne Clark	Approved - 04/24/2017
Matthew Jones	Approved - 04/28/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



Google earth





Case No.: 17-97500009

Applicants: Sean T. McDaniel and Stacy M. McDaniel, property owners

Location: 5833 Riverside Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Riverside Drive right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

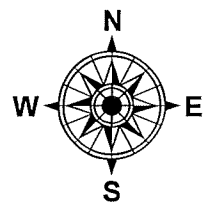


EXHIBIT "A"

TYPE OF SURVEY: RECORD SURVEY
PREPARED FOR: TODD HEFFINGTON

CHECKED BY: DMW DRAWN BY: LEP 5/19/94
LOOSE NOTES FILED IN: HARBOR OAKS UNIT 1

PROJECT NUMBER: 94370, 0302201
DATE FIELD SURVEYED: 5.17.1994 RECERT. 2.19.2003
SCALE 1" = 20' SHEET 1 OF 1
CREW CHIEF: J. MOTTAZ

THIS PLAT IS
HEREBY CERTIFIED TO:

- 1) TODD HEFFINGTON
- 2) WELLS FARGO HOME MORTGAGE
- 3) FIRST AMERICAN TITLE INSURANCE COMPANY
- 4) ASSOCIATED LAND TITLE GROUP, INC.

GENERAL NOTES OR INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND OR OTHER MATTERS THAT MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS AS SHOWN ON THIS PLAT OF SURVEY THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS JURISDICTION. THE BACKGROUND SHALL BE IDENTIFIED BY THE SURVEYOR AS BEING THE FINAL CERTIFIED RECORD AS USED ON THIS PLAT. IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND/OR FIRM WHICH IS FORMULATED IN HIS BEST KNOWLEDGE, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS RECORD SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE PURPOSE OF OBTAINING A MORTGAGE.

LEGAL DESCRIPTION CREATED BY SURVEYOR:
LOT 15, BLOCK 3, HARBOR OAKS, UNIT No. 1
AS PER MAP OR PLAT OF RECORD IN MAP BOOK
10 PAGE 145/6 OF THE PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

HARBOR OAKS

VOLUSIA COUNTY, FLORIDA

SUBJECT ADDRESS:

5833 S. RIVERSIDE DR.
HARBOR OAKS, FL 32127

LOT 16
BLOCK 3

PROPOSED
LICENSE
AGREEMENT
AREA

LAWRENCE E. POWERS

PROFESSIONAL LAND SURVEYORS

1630 NW 128TH DR. SUITE 211, SUNRISE, FL 33523 (386) 322-0976 FAX (386) 322-0978

VALID ONLY WITH EMBOSSED SEAL


DENNIS M. WISNIEWSKI R.L.S. # 4831


LAWRENCE E. POWERS # 5505

DENNIS M. WISNIEWSKI R.L.S. # 483

SUBJECT LIES IN FLOOD ZONE "A7"
(AREAS IN 100 YR. FLOOD PLAIN)
PER FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM (FLOOD INSURANCE RATE MAP)
SUFFIX G, DATED APRIL 15, 2002

LEGEND:	FD DENOTES FOUND	-X- DENOTES FENCE	A/C AIR CONDITIONER	(PRO) PROPORTIONED	(CALC) CALCULATED
WM WATER METER	(FM) FIELD MEASURES	CLF CHAIN LINK FENCE	-E- OVERHEAD POWER	IRC IRON ROD AND CAP	(PL) PROPERTY LINE
O SET IRON ROD	(P) PLAT	● DENOTES FD IP	WPP WOOD POWER POLE	CATV CABLE TELEVISION	CM CONCRETE MONUMENT
(D) DEED	N&W NAIL & WASHER	IP IRON PIPE	TH FIRE HYDRANT	SBBB PHONE BOX	BLDG BUILDING
R/W RIGHT-OF-WAY	ESW† EASEMENT	C/O SEWER CLEANOUT	CONC CONCRETE	R RADIAL TO CURVE	NR NON-RADIAL

NOTE: ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. SET IRON ROD DENOTES 2" ± REBAR WITH CAP LABELED POWERS LB # 6020

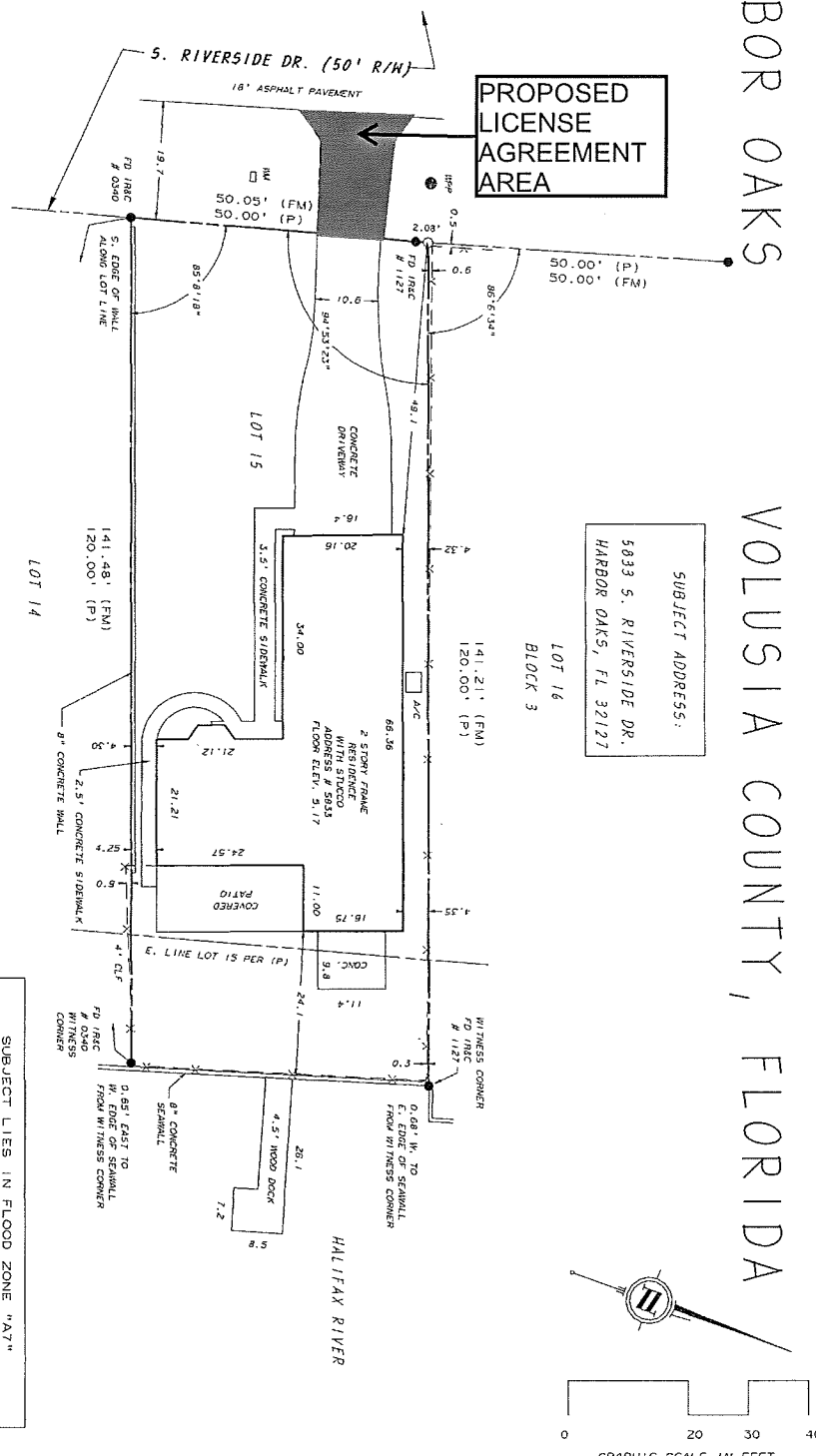


EXHIBIT “B”

LEGAL DESCRIPTION

Lot 15, Block 3, Harbor Oaks Unit 1, as per Map Book 10, Pages 145 and 146, Public Records of Volusia County, Florida.



MEGA OLDE TOWNE

Our classic European look on a larger scale. Mega Olde Towne pavers are the perfect choice for large projects or when your design demands a dramatic paving style. Mega Olde Towne provides all the features of the popular Stonehurst paver, while offering a sleek smooth surface.

* Mega Olde Towne pavers are sold by the full cube only.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H31d) License Agreement - 1108 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to return to staff to process in accordance with Resolution 17-16, subject to modification of the application to meet the City standard.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1108 Harbour Point Drive. Susan C. Heffner, the property owner, has made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owner has applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement and building permit application were submitted after the March 27 City Council workshop. The applicant has been advised that a new construction detail will be adopted and that the paver driveway apron in the City's right-of-way must be built in accordance with the adopted detail. The paver construction detail has robust requirements to ensure there is a product that is equitable to a standard concrete driveway apron in terms of maintenance and longevity. The proposed City requirements are comparable to neighboring municipalities and the County.

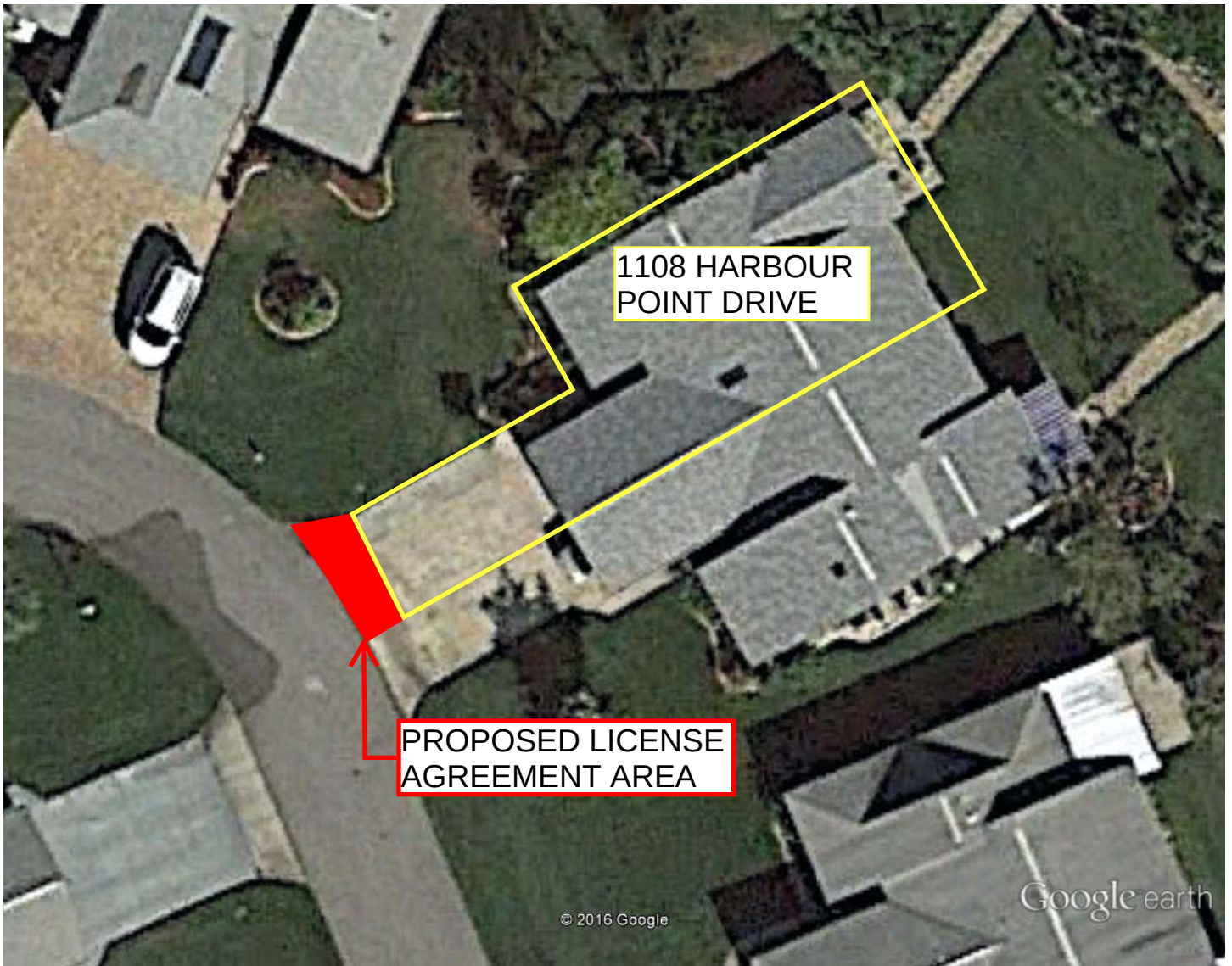
Project No.: Funding Account No.:

ATTACHMENTS:

1.	harborpoint aerial1	harborpoint aerial5.pdf
2.	harborpoint location1	harborpoint location5.pdf
3.	harborpoint drawing1	harborpoint drawing5.pdf

4.	harborpoint legal1	harpoint legal5.pdf
5.	paver photo	mega olde towne1.pdf

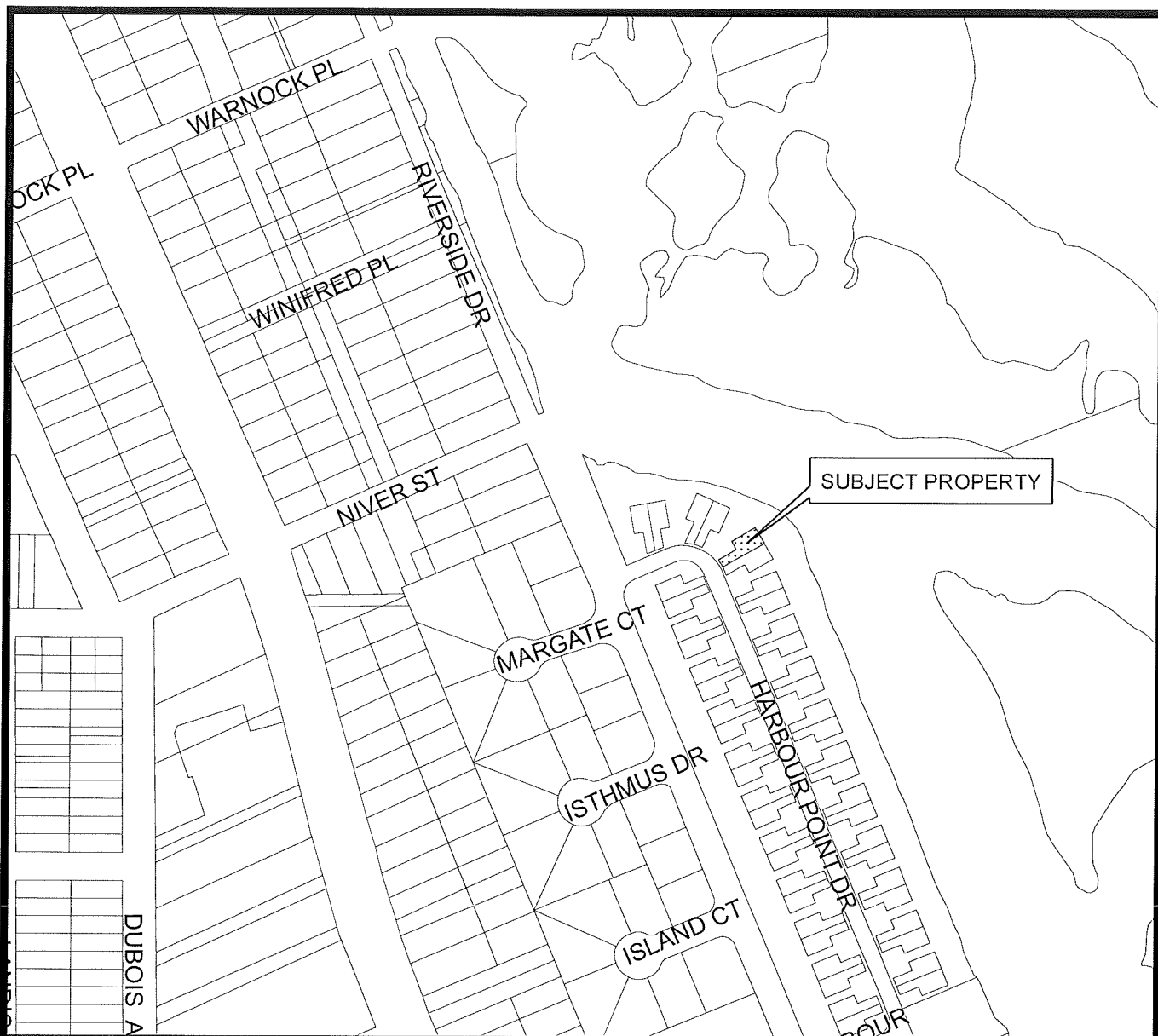
Chip Glor	Created/Initiated - 04/24/2017
Wayne Clark	Approved - 04/24/2017
Matthew Jones	Approved - 04/28/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



Google earth

feet
meters





Case No.: 17-97500007

Applicant: Susan C. Heffner, property owner

Location: 1108 Harbour Point Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

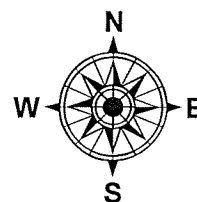
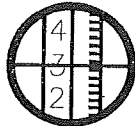


EXHIBIT "A"



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 SOUTH NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

FOR ACCESS PIER ONLY

DAVID C. LEETE

AR0007131

4/14/15

HALIFAX RIVER

HALIFAX RIVER

EDGE OF WATER

ALUMINUM BOAT LIFT

WOOD DOCK

TOP OF BANK

EXCLUSIVE EASEMENT

PROPOSED FLORIDA ROOM
FINISHED FLOOR
ELEVATION=7.00'

0.17'(FR)
3.18'(E)
(B.T.)

2.54'(E)
2.27'(PR)

14.05'(E)
0.20' 1A 0'

10' EXISTING ROOM
FINISHED FLOOR
ELEVATION=6.46'

1 STORY FRAME
RESIDENCE
UNIT 108 & 1108
FINISHED FLOOR
ELEVATION=7.00'

0.85' NORTH

51.00'

51.00'

51.00'

51.00'

51.00'

51.00'

51.00'

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51.00'

51.00'

51.00'

COPY OF SEALED
SURVEY BY 10

PROPOSED LICENSE
AGREEMENT AREA

$\Delta=88^{\circ}03'30''$
 $R=80.00'$
 $L=120.16'$
 $CB=S72^{\circ}24'50''E$

POINT OF
COMMENCEMENT
NORTHEAST CORNER,
BLOCK "A", ALLANDALE
MAP BOOK 4, PAGE 146
POINT OF COMMENCEMENT
CORNER NOT FOUND,
PERPETUATED VIA
CENTERLINE INGRESS &
EGRESS EASEMENT
(OFFICIAL RECORDS BOOK
1768, PAGE 33)

$S25^{\circ}26'57''E$
271.99'
WEST LINE OF RIVERSIDE DRIVE

FOR: JEFF HEFFNER
DESCRIPTION: PART OF BLOCK B & C, HARBOR POINT
SUBDIVISION. (SEE SHEET 2 OF
2 FOR COMPLETE LEGAL)

SHORE DRIVE (PLAT)
HARBOR POINT DRIVE (SIGN)
(40' INGRESS & EGRESS EASEMENT
PER OFFICIAL RECORD BOOK 1768,
PAGE 33)

ABBREVIATIONS

A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

$\bullet$	IRON ROD WITH CAP
$\circ$	IRON PIPE
$\square$	CONCRETE MONUMENT
$\equiv$	PERMANENT REFERENCE MONUMENT
Δ	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
$\bigcirc$	EXISTING ELEVATION
$\square$	PROPOSED ELEVATION

SCALE 1" = 20'

FIELD BOOK 898

PAGE 48-49

EXHIBIT "B"

LEGAL DESCRIPTION

THAT PORTION OF BLOCKS "B" AND "C", HARBOR POINT SUBDIVISION, OF RECORD IN MAP BOOK 11, PAGE 91, AND THAT LAND LYING EASTERLY OF BLOCK "A", ALLANDALE, OF RECORD IN MAP BOOK 4, PAGE 146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK "A", ALLANDALE; THENCE S25°26'57"E ALONG THE WESTERLY LINE OF RIVERSIDE DRIVE, A DISTANCE OF 271.99 FEET TO A POINT; THENCE N64°33'03"E, A DISTANCE OF 165 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 80 FEET; THENCE EASTERLY AND SOUTHERLY AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.16 TO THE POINT OF BEGINNING OF THIS PARCEL. FROM SAID POINT OF BEGINNING GO N57°27'23"E, A DISTANCE OF 88.67 FEET TO A POINT; THENCE N32°32'37"W, A DISTANCE OF 33.5 FEET TO A POINT; THENCE S57°27'23"W, A DISTANCE OF 51.0 FEET TO A POINT; THENCE S32°32'37"E, A DISTANCE OF 17.17 FEET TO A POINT; THENCE S57°27'23"W, A DISTANCE OF 38.5 FEET TO A POINT ON AFORESAID CURVE HAVING A RADIUS OF 80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 16.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT 40 FOOT EASEMENT OF INGRESS AND EGRESS, AS RECORDED IN OFFICIAL RECORDS BOOK 1768, PAGE 33, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND TOGETHER WITH AN EXCLUSIVE EASEMENT OVER AND UPON THAT LAND EASTERLY OF THE ABOVE DESCRIBED PARCEL CONTAINED WITHIN THE EXTENSION OF THE NORTHERLY AND THE SOUTHERLY LINE OF SAID PARCEL TO THE SHORELINE OF THE HALIFAX RIVER, AND WESTERLY OF THE ABOVE DESCRIBED PARCEL CONTAINED WITH THE EXTENSION WESTERLY OF SAID LINES TO THE AFORESAID 40 FOOT EASEMENT OF INGRESS AND EGRESS.

ALL BEING SUBJECT TO A UTILITY EASEMENT OVER AND UPON THE WESTERLY 10 FEET THEREOF.

TOGETHER WITH THOSE NON-EXCLUSIVE SIDE YARD PASSAGEWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1768, PAGE 1737, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE EASEMENT DESCRIBED IN DECLARATION OF EXCLUSIVE RECREATIONAL FACILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1768, PAGE 1735, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



MEGA OLDE TOWNE

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* Mega Olde Towne pavers are sold by the full cube only.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H31e) License Agreement - 1110 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to return to staff to process in accordance with Resolution 17-16, subject to modification of the application to meet the City standard.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1110 Harbour Point Drive. Emma V. Tuten, the property owner, has made this application to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owner has applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement and building permit application were submitted after the March 27 City Council workshop. The applicant has been advised that a new construction detail will be adopted and that the paver driveway apron in the City's right-of-way must be built in accordance with the adopted detail. The paver construction detail has robust requirements to ensure there is a product that is equitable to a standard concrete driveway apron in terms of maintenance and longevity. The proposed City requirements are comparable to neighboring municipalities and the County.

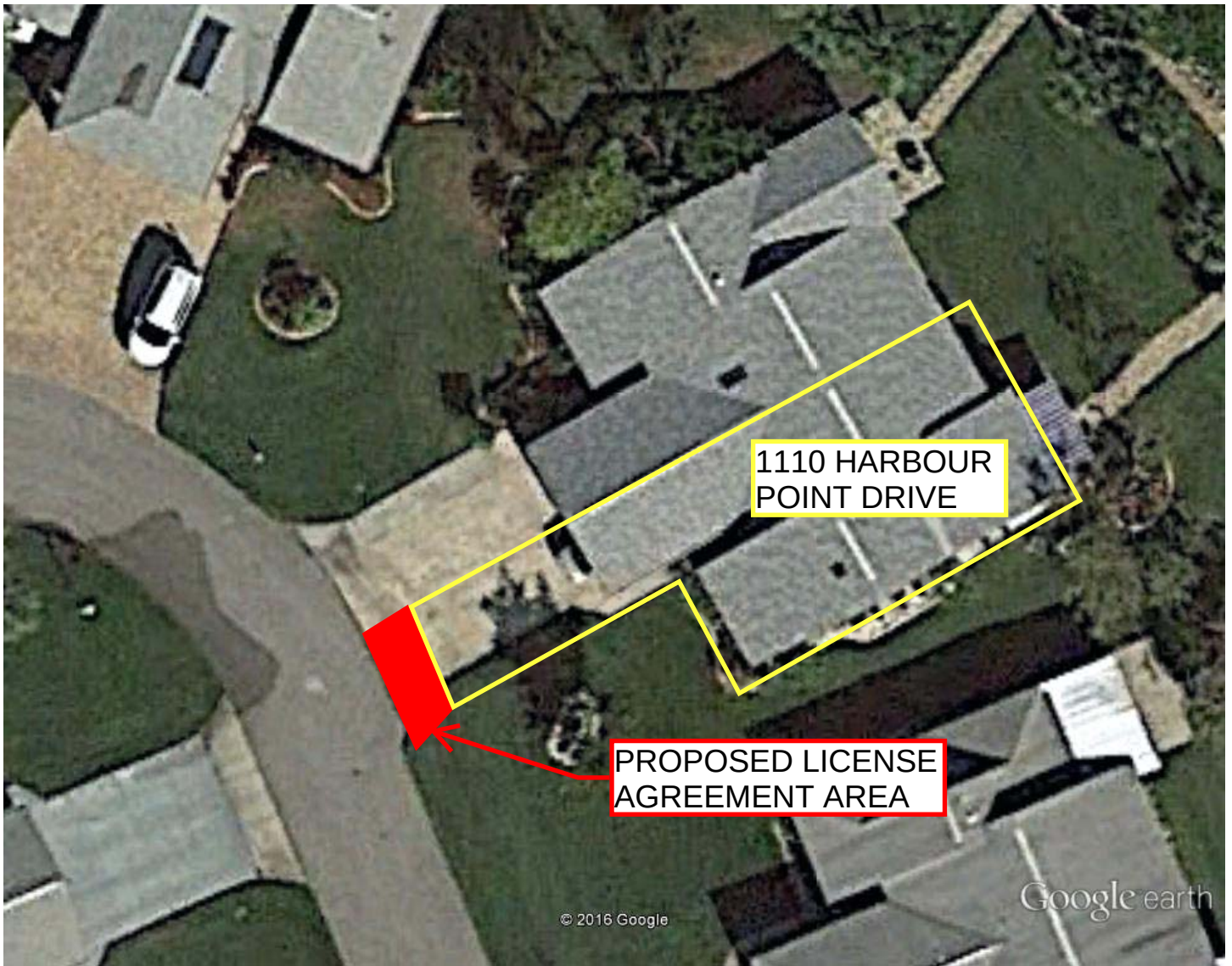
Project No.: Funding Account No.:

ATTACHMENTS:

1.	harborpoint aerial2	harborpoint aerial6.pdf
2.	harborpoint location2	harborpoint location6.pdf
3.	harborpoint drawing2	harborpoint drawing6.pdf
4.	harborpoint legal2	harborpoint legal6.pdf

5.	paver photo	mega olde towne1.pdf

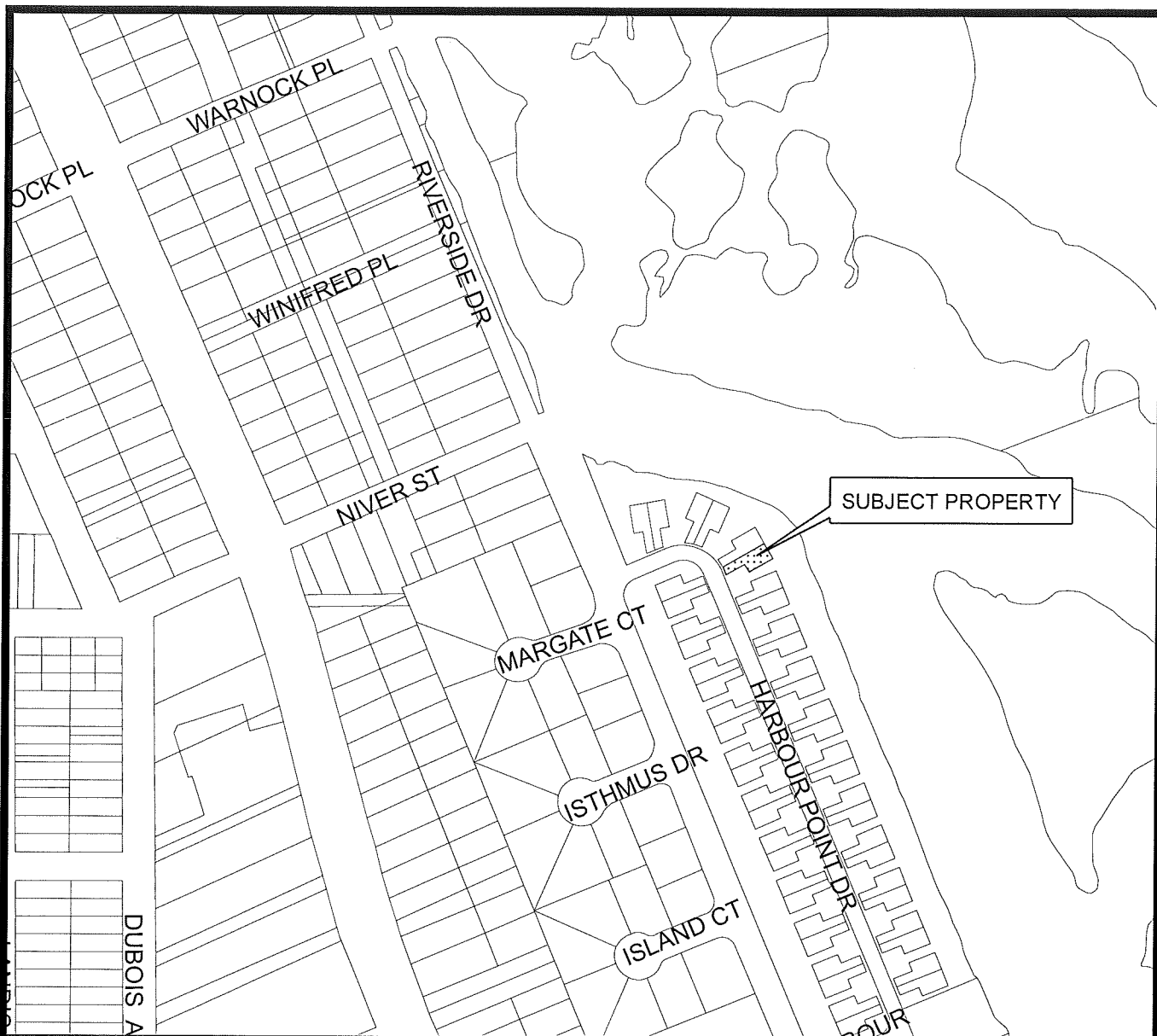
Chip Glor	Created/Initiated - 04/24/2017
Wayne Clark	Approved - 04/24/2017
Matthew Jones	Approved - 04/28/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/04/2017



Google earth

feet
meters





Case No.: 17-97500008

Applicant: Emma V. Tuten, property owner

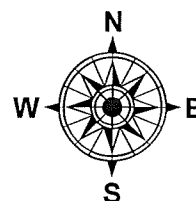
Location: 1110 Harbour Point Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map **CITY OF PORT ORANGE**

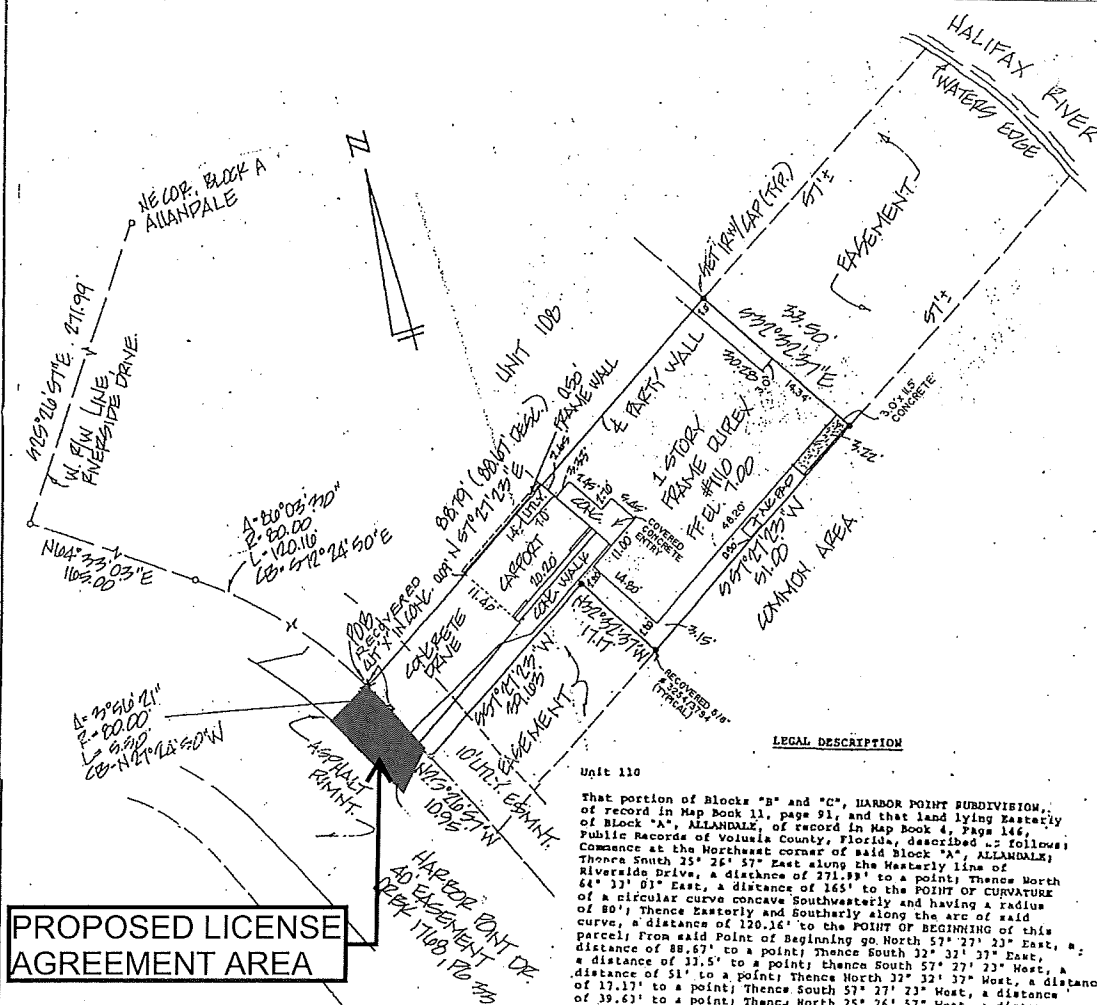
DEPARTMENT OF COMMUNITY DEVELOPMENT



PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION # 3018

3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385



LEGAL DESCRIPTION

Unit 110

That portion of Blocks "B" and "C", HARBOR POINT SUBDIVISION, of record in Map Book 13, page 61; and that land lying Easterly of Block "A", ALLIANCE, of record in Map Book 4, page 146; and Public Records of Volusia County, Florida, do hereby follow: Commence at the Northwest corner of said Block "A", ALLIANCE; Thence South 25° 26' 57" East along the Westerly line of said Block "A", a distance of 271.93' to a point; Thence North 64° 13' 01" East a distance of 164.46' to the POINT OF CURVATURE of a circular curve concave Southwesterly having a radius of 80'; Thence Easterly and Southerly along the arc of said curve, a distance of 120.16' to the POINT OF BEGINNING of this parcel; From said Point of Beginning go North 57° 27' 23" East, a distance of 88.67' to a point; Thence South 32° 31' 33" East, a distance of 120.55' to a point; Thence North 37° 23' East, a distance of 51' to a point; Thence South 57° 27' 23" West, a distance of 17.17' to a point; Thence North 37° 23' 37" West, a distance of 39.63' to a point; Thence North 25° 26' 57" West, a distance of 10.95' to the POINT OF CURVATURE of aforesaid circular curve, concave Southwesterly, having a radius of 80'; Thence Northwesterly along the arc of said curve, a distance of 5.50' to the POINT OF BEGINNING.

TOGETHER WITH THAT 40' EASEMENT OF INGRESS AND EGRESS, AS RECORDED
IN OFFICIAL RECORDS BOOK 1768, page 13, PUBLIC RECORDS OF VOLUNIA
COUNTY, FLORIDA.

AND TOGETHER with an exclusive easement over and upon that land Easterly of the above described parcel contained within the extension of the Northerly and the Southerly line of said parcel to the shoreline of the Halifax River, and Westerly of the above described parcel contained within the extension Westerly of the above described parcel contained within the extension Northerly of said lines to the aforesaid 40' easement of ingress and egress.

ALL BEING SUBJECT TO A UTILITY EASEMENT OVER AND UPON THE WESTERLY 10' THEREOF.

TOGETHER WITH those non-exclusive side yard passageways described in that Declaration of Non-Exclusive Side Yard Passageways Easement recorded in Official Records Book 1768, page 1737, public records of Volusia County, Florida.

TOGETHER with the easement described in Declaration of Exclusive Recreational Facility Easement recorded in Official Records Book 1768, page 1725, public records of Volusia County, Florida.

PROPOSED LICENSE AGREEMENT AREA

ADDITIONAL ABBREVIATIONS

O.R. BK. OFFICIAL RECORDS BOOK
POB. POINT OF BEGINNING
DES. DESCRIPTION
FF EL. FINISHED FLOOR ELEVATION
UTLY ESMNT. UTILITY EASEMENT
CONC. CONCRETE
PVMNT. PAVEMENT

FOR: MELVIN E. & EMMA V. TUTEN

DESCRIPTION: PART OF BLOCK "B" & "C" HARBOR POINT

SUBDIVISION (SEE ABOVE FOR DESCRIPTION)

JOB# 9873691
NOT IN CAD

SCALE 1"= 20'

FIELD BOOK 525

PAGE 15

ABBREVIATIONS

D	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FPLM CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST & GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

- IRON ROD WITH CAP
- IRON PIPE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION

B-1309

EXHIBIT "B"

LEGAL DESCRIPTION

That portion of Blocks "B" and "C", Harbor Point Subdivision, of record in Map Book 11, Page 91, and that land lying Easterly of Block "A", Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida, described as follows: Commence at the Northeast corner of said Block "A", Allandale; thence South $25^{\circ} 26' 57''$ East along the Westerly line of Riverside Drive, a distance of 271.99' to a point; thence North $64^{\circ} 33' 03''$ East, a distance of 165' to the Point of Curvature of a circular curve concave Southwesterly and having a radius of 80'; thence Easterly and Southerly along the arc of said curve, a distance of 120.16' to the Point of Beginning of this parcel; from said Point of Beginning go North $57^{\circ} 27' 23''$ East, a distance of 88.67' to a point; thence South $32^{\circ} 32' 37''$ East, a distance of 33.5' to a point; thence South $57^{\circ} 27' 23''$ West, a distance of 51' to a point; thence North $32^{\circ} 32' 37''$ West, a distance of 17.17' to a point; thence South $57^{\circ} 27' 23''$ West, a distance of 39.63' to a point; thence North $25^{\circ} 26' 57''$ West, a distance of 10.95' to the Point of Curvature of aforesaid circular curve, concave southwesterly, having a radius of 80'; thence Northwesterly along the arc of said curve, a distance of 5.50' to the Point of Beginning.

Together with that 40' easement of ingress and egress, as recorded in Official Records Book 1768, Page 33, Public Records of Volusia County, Florida.

And together with an exclusive easement over and upon that land Easterly of the above described parcel contained within the extension of the Northerly and the Southerly line of said parcel to the shoreline of the Halifax River, and Westerly of the above described parcel contained within the extension Westerly of said lines to the aforesaid 40' easement of ingress and egress.

Together with those non-exclusive side yard passageways described in that Declaration of Non-Exclusive Side Yard Passageways Easement recorded in Official Records Book 1768, Page 1737, Public Records of Volusia County, Florida.

Together with the easement described in Declaration of Exclusive Recreational Facility Easement recorded in Official Records Book 1768, Page 1735, Public Records of Volusia County, Florida.



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* Mega Olde Towne pavers are sold by the full cube only.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/16/2017

Consent item: Yes

SUBJECT: (H31f) License Agreement - 408 Lafayette Street

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to return to staff to process in accordance with Resolution 17-16, subject to reconstruction of the driveway apron to meet the City standard.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Lafayette Street right-of-way frontage of 408 Lafayette Street. Timothy W. Stahon and Marcey A. Kinney, the property owners, have made this application in connection with building permit 16-4231 for driveway modifications and a proposed revision to change the material type of the driveway apron from concrete to decorative pavers. The permit revision is on hold and was never approved since the license agreement has not been approved and executed by the City. There is no street sidewalk along the easterly side of Lafayette Street at the property location.

The license agreement and building permit revision were submitted prior to the March 27 City Council workshop; however, the applicant failed to sign the license agreement provided in January in a timely fashion so that staff could schedule it for City Council consideration prior to the new proposed regulations. **Unbeknown to staff the contractor proceeded to install pavers in the City's right-of-way without an approved building permit or license agreement** (see attached photo).

The applicant has been advised that a new construction detail will be adopted and staff is recommending that the paver driveway apron in the City's right-of-way be reconstructed in accordance with the adopted detail. The paver construction detail has robust requirements to ensure there is a product that is equitable to a standard concrete driveway apron in terms of maintenance and longevity. The proposed City requirements are comparable to neighboring municipalities and the County.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	lafayette aerial	lafayette aerial.pdf
2.	lafayette location	lafayette location.pdf
3.	lafayette drawing	lafayette drawing.pdf
4.	lafayette legal	lafayette legal.pdf

5.	paver photo	asbuilt photo1.pdf

Chip Glor	Created/Initiated - 04/24/2017
Wayne Clark	Approved - 04/24/2017
Matthew Jones	Approved - 05/01/2017
Margaret Roberts	Approved - 05/04/2017
Jake Johansson	Approved - 05/04/2017
Robin Fenwick	Final Approval - 05/05/2017



Google earth

feet 100
meters 30





Case No.: 16-97500012

Applicant: Timothy W. Stahon and Marcey A. Kinney, property owners

Location: Lot 5 and a portion of Lot 6, Block K,
Amended Plat of Virginia Heights
408 Lafayette Street

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Lafayette Street right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

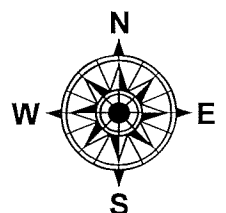
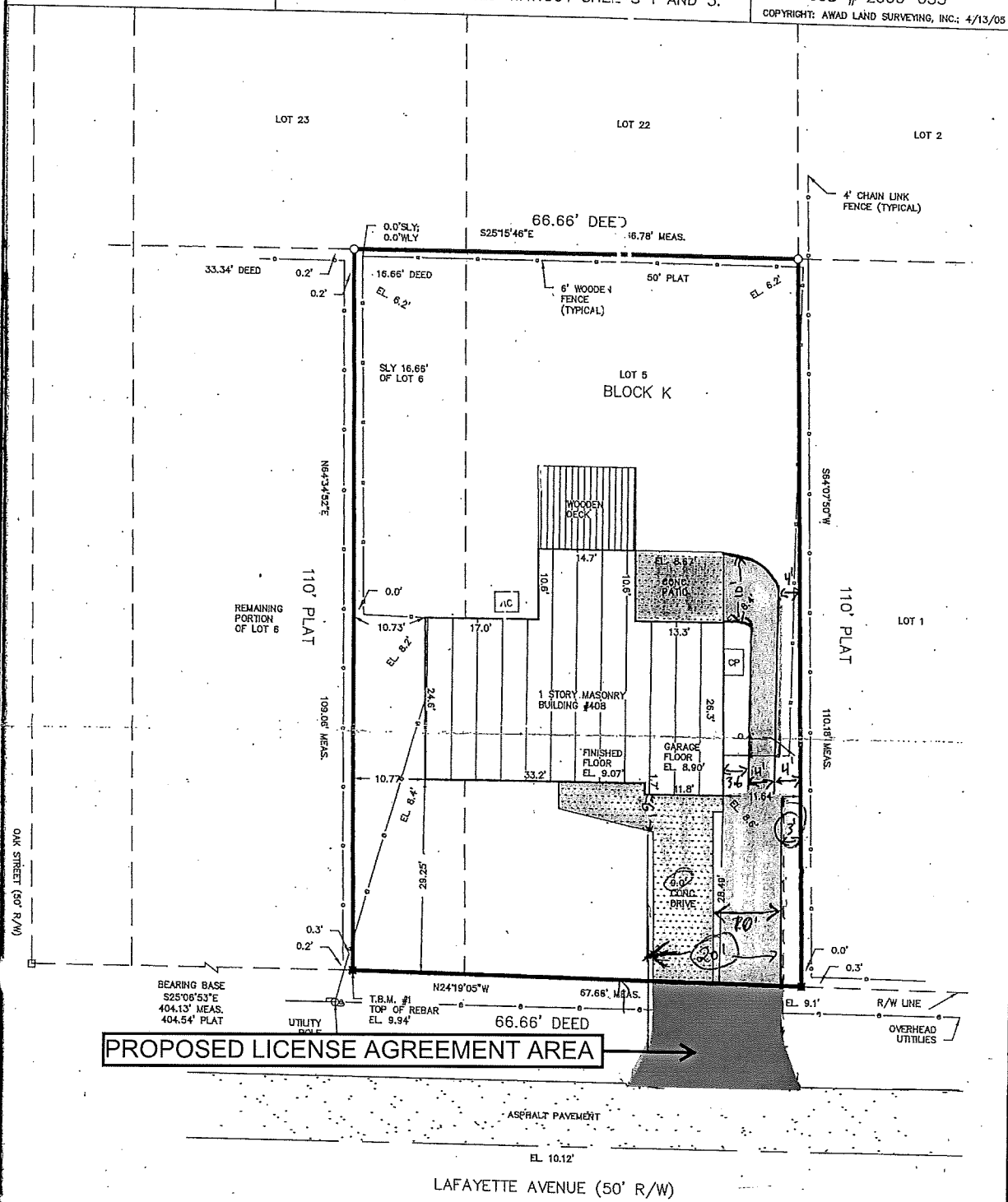


EXHIBIT "A"

MAP OF SURVEY

SHEET 2 OF 3, NOT VALID WITHOUT SHEETS 1 AND 3.

JOB # 2000-635
COPYRIGHT: AWAD LAND SURVEYING, INC.; 4/13/05



GRAPHIC SCALE



(IN FEET)
1 inch = 15 ft.

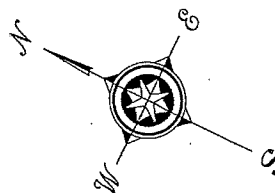


EXHIBIT “B”

LEGAL DESCRIPTION

Lot 5 and the southerly 16.66 feet of Lot 6, Block K, Amended Plat of Virginia Heights, as recorded in Map Book 9, Page 92, Public Records of Volusia County, Florida.

