



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 18, 2018

AGENDA

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

A. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. December 4, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 18 under the Master Contract for Services for services with Mead and Hunt, Inc. related to the Virginia Avenue and Monroe Street Storm Water Improvements.
 - b. Approval of the Amendment No. 1 to the Amended and Restated Agreement with G.E.L. Corporation to Provide Recyclable Materials Processing and Marketing Services (CA File #0000674)
 - c. Change Order No. 1 to Task Authorization No. 6: Police Shooting Range ITB 19-01 - Zev Cohen & Associates
8. Resolution No. 18-60 - Budget Appropriation
9. Approval of Memorandum of Understanding (MOU) w/PBA concerning Specialty Pay
10. Approval of CDBG Amended Action Plan for Program Year 2018 and Program Year 2017 Consolidated Annual Performance and Evaluation Report (CAPER)
11. Acceptance of the 2018 Annual Concurrency Management Report
12. Adoption of the 2019 Public Hearing and Development Review Calendars

13. Approval of a Lien Recovery Agreement for the property at 929 Forest Glen Drive
14. Approval of Concurrency and Fair-Share Agreement for the Springs at Port Orange Site Plan - Case No. 18-80000008 (Continued from 12/4/18)
15. Approval of Concurrency and Fair-Share Agreement for the Autozone Site Plan (1710 Taylor Road) - Case No. 18-80000007

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

D. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO

F. PUBLIC HEARING

19. Second Reading - Ordinance No. 2018-27 - Shopping Carts
20. Second Reading - Ordinance No. 2018-30 - Small-Scale Future Land Use Amendment/1389 Reed Canal Road
21. Second Reading - Ordinance No. 2018-31 - PUD Rezoning and New Port Master Development Agreement and Conceptual Development Plan (Case No. 18-65000002)
22. Second Reading - Ordinance No. 2018-33 – 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement, Case No. 18-40000002
23. Second Reading – Ordinance No. 2018-34 - Amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program
24. First Reading - Ordinance No. 2018-35 - Annexation/All Aboard Storage - Taylor Road
25. First Reading – Ordinance No. 2018-36 - 2018 Comprehensive Plan Capital Improvements Element (CIE) Annual Update (Case No. 18-27500001)
26. 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. 18-50000003

G. REGULAR AGENDA

28. Award of Bid #18-20 - Enterprise Resource Planning (ERP) Software to Workday and Implementation Services to Collaborative Solutions

H. COMMENTS

28. City Attorney Comments
29. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

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

J. ADJOURNMENT

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 4, 2018

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

Invocation by Lowell Lucas of First Baptist of Daytona Beach

Pledge of Allegiance

Swearing-In Ceremony

The swearing-in ceremony of Council members Bob Ford, Chase Tramont, and Scott Stiltner was conducted by Judge Chris Kelly.

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

5. Election of Vice Mayor

Chase Tramont was nominated by Vice Mayor Scott Stiltner and Seconded by Councilman Bob Ford.

No other nominations were received.

Motion carried unanimously by voice vote.

6. Appointments to Council Committees for 2019

Current Council Member assigned to each committee:

Arthaus – Councilman Ford
City Investment Committee – Vice Mayor Stiltner
General Employees Retirement Trust Fund – Vice Mayor Stiltner
River to Sea Transportation Planning Organization – Councilman Bastian
Municipal Firefighters Pension Board – Councilman Ford

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Municipal Police Officers Retirement Trust – Councilman Bastian

Port Orange-South Daytona Chamber of Commerce – Mayor Burnette (months 3, 6, 9, and 12) and Councilman Ford (all others)

Roundtable of Elected Officials - Mayor Burnette

Golf Advisory Board - Vice Mayor Stiltner

First Step - Councilman Tramont

Mayor Burnette suggested removing the Council person appointment to the Golf Advisory Board. He believes it is redundant. Councilman Scott Stiltner agreed and said he is always available for the Board as the golf course is in his district.

Councilman Stiltner believes the City Investment Committee is a debriefing and any decisions made are brought to the Council. Jake Johansson, City Manager, agreed. He doesn't believe a Council Member is needed on the Committee, but they are always welcome to attend.

2019 Appointments:

ArtHaus – Councilman Ford

General Employees Retirement Trust Fund – Councilman Stiltner

River to Sea Transportation Planning Organization – Councilman Stiltner

Municipal Firefighters Pension Board – Councilman Ford

Municipal Police Officers Retirement Trust – Councilman Bastian

Port Orange-South Daytona Chamber of Commerce – Mayor Burnette (months 3, 6, 9, and 12) and Councilman Ford (all others)

Roundtable of Elected Officials - Mayor Burnette

First Step – Vice Mayor Tramont

CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, doesn't understand the methodology regarding the mitigation amounts listed in Items #12 and #13. He asked for copies of the Exhibits mentioned in the agenda item. Mr. Johansson will look into it and have the copies provided.

8. Agenda Approval

Item #13 was removed by Staff to be continued to a later date.

9. Approval of Minutes

- a. November 13, 2018 - Regular City Council Meeting

10. Bid Awards and Contract Items

- a. Intent to Reject all bids for ITB #18-32 Concrete Installation, Repairs, and Replacement
- b. Report on Certain Contracts Approved by the City Manager

- c. Award of Bid #18-31 to Aumiller Pools LLC. for repairs to the YMCA Pool
 - d. Award of ITB 18-32 to Genset Services, Inc for generator repair and maintenance
 - e. Approval of Task Authorization No. 17 under the Master Contract for Engineering Services with Mead and Hunt, Inc. for the Water Reclamation Facility (WRF) Barscreen Replacement Projects.
11. Approval of the 2019 City Council Meeting Calendar
 12. Approval of Concurrency and Fair-Share Agreement for the Lazul at Crystal Lake Site Plan - Case No. 18-80000004
 13. Approval of Concurrency and Fair-Share Agreement for the Spring's at Port Orange Site Plan - Case No. 18-80000008
 14. Approval of Contract for Sale and Purchase of Real Property at Fox Place
 15. Major Special Event Request – Port Orange YMCA LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive and 4085 Ridgewood Avenue.
 16. Resolution No. 18-56 - Acceptance of Carlisle Drive from County of Volusia
 17. Resolution No. 18-57 - Supplemental Local Agency Program (LAP) Agreement for SR421 (Dunlawton) Lighting Phase 1
 18. Resolution No. 18-58 - Two (2) separate 30-day Extensions to the Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

Motion to approve the Consent Agenda as amended (minus #13) was made by Vice Mayor Chase Tramont and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

19. Fee Waiver Request from Spruce Creek High School Softball Team

Cameron McClelland, Softball Coach, asked for a fee waiver for their events at Coraci Fields. Mr. Johansson advised the matrix was provided as an option, but he has spoken with the Superintendent Tom Russell who doesn't believe the team should be asking for a waiver as the funds are provided by the school board.

Vice Mayor Tramont advised that he will abstain from any vote on this subject as he works for the school.

Coach McClelland advised that Dr. Russell has not paid for anything for his program. The team has always raised the funds they need.

Mr. Johansson advised that the Superintendent has been invited to the January 22, 2019 workshop where they can discuss this issue in detail. Council would like to have the discussion with the Superintendent before agreeing to waiver fees.

20. Request by Tarik Dalaq from Door Master DBA Overhead Doors of America to waive or reduce a \$500 work without permit fee.

Mayor Burnette advised that this item has been continued to January 8, 2019.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none.

COUNCIL COMMENTS

21. Comments/Concerns from Council Members

Mayor Burnette read the obituary of Tracey Riehm, Finance Director. Council Members reflected on Tracey's life and her contributions to the community and county.

Councilman Scott Stiltner thanked Staff for the holiday events over the weekend.

Mr. Johansson provided an update on the water main break and road closure on Taylor Road.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

22. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided an update on the golf course for October 2018.

PUBLIC HEARING

23. First Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from 10/16/18 & 11/7/18 and Revised)

Mayor Burnette read Ordinance No. 2018-27

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE AND ON-SITE RETENTION MEASURES; PROVIDING PROCEDURES FOR SHOPPING CARS FOUND ON PUBLIC PROPERTY;

PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-27
was made by Councilman Drew Bastian
and Seconded by Councilman Scott
Stiltner.

Mr. Johansson provided details of the revisions made since the ordinance was first presented to Council. The revisions were based on public feedback.

Mark Dickinson, citizen, suggested a violation for the violator.

Adam Millis, Store Manager at Lowes, thanked Council for listening to their requests.

Matt Hughes, BJ's, thanked Council for revising the ordinance and listening to their concerns. He asked if the ordinance can be changed to allow just the business's name and not a number if there is only one business. Mr. Johansson will talk to the Deputy City Attorney to make that change for second reading.

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

24. First Reading - Ordinance No. 2018-33 – 3rd Amendment to the Journey's
End Planned Commercial Development Master Development Agreement,
Case No. 18-40000002

Mayor Burnette read Ordinance No. 2018-33.

ORDINANCE NO. 2018-33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE JOURNEY'S END (f/k/a THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-33
was made by Councilman Drew Bastian
and Seconded by Vice Mayor Chase
Tramont.

Penelope Cruz, Planner, discussed the changes made to the PCD that resulted in the need to change the number of panels on the signage.

Motion carried unanimously by roll call vote.

25. First Reading – Ordinance No. 2018-34 - Amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program

Mayor Burnette read Ordinance No. 2018-34.

ORDINANCE NO. 2018-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2- 226 OF THE CODE OF ORDINANCES RELATED TO CODE ENFORCEMENT LIEN REDUCTION PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-34 was made by Councilman Drew Bastian and Seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

26. Approval of Change Order #3 to AG Pifer for remodeling project at Dorothy L. Hukill City Annex

Motion to approve was made by Councilman Drew Bastian and Seconded by Vice Mayor Chase Tramont.

Mr. Johansson explained the issues that have happened during the renovations.

Susan Lovallo, Parks & Recreation Director, provided further details of the project and the need for this third change order.

Councilman Scott Stiltner expressed his concerns with another change order request on this project. Councilman Bob Ford gave staff the benefit of the doubt because the building was oddly constructed and sat empty for so long. There was no way to tell what was going to be uncovered during the renovation. Vice Mayor Chase Tramont is concerned any time a change order is requested.

Motion carried unanimously by roll call vote.

27. Resolution No. 18-59 - Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

Mayor Burnette read Resolution No. 18-59.

RESOLUTION NO. 18-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-59 was made by Councilman Drew Bastian and Seconded by Councilman Scott Stiltner.

Alan Rosen, Assistant City Manager, explained what this resolution will do and not do. It reserves the option to implement a special assessment for fire fees but does not require Council to move in that direction.

Vice Mayor Chase Tramont was interested in this process if Amendment #1 had passed. He's less interested now. Mr. Johansson advised that this can still reduce the millage rate if Council decides to move forward with an assessment.

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

COMMENTS

28. City Attorney Comments

Margaret Roberts, City Attorney, requested Council authority to participate in the challenge of the State's legislation adopted in 2017, regarding telecommunication facilities located within city rights of way. The cost to the City is currently expected to be modest and will involve only current personnel.

Motion to approve was made by Councilman Drew Bastian and Seconded

by Vice Mayor Chase Tramont. Motion
carried unanimously by roll call vote.

29. City Manager Comments

The fire assessment options will be brought to a Council Workshop in the spring.

COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

- a. River to Sea TPO – Councilman Bastian was unable to attend. Mr. Johansson provided an update.
- b. General Employees' Pension Plan – Vice Mayor Stiltner had nothing to report. Mr. Johansson provided updates on changes to the members.
- c. Fire Pension Board – Councilman Ford had nothing to report. Everything is fine.
- d. Police Pension Board – Councilman Bastian reported on the recent meeting held.

Vice Mayor Chase Tramont reported on the First Step meeting held last night. He asked Ms. Roberts to research the need for a safe zone for homeless when the First Step Shelter opens.

ADJOURNMENT – 8:50 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Task Authorization No. 18 under the Master Contract for Services for services with Mead and Hunt, Inc. related to the Virginia Avenue and Monroe Street Storm Water Improvements.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 18 with Mead and Hunt, Inc. for services relating to the Virginia Avenue and Monroe Street Areas Stormwater Improvements Modification of Design Documents and Bidding Assistance, for an amount not to exceed \$66,435; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Mead and Hunt, Inc. has completed 90% of the design and specifications for the Virginia Avenue and Monroe Street Stormwater Improvement Project under a separate task authorization. The purpose of this task authorization is to incorporate unforeseen utility work into the project to avoid duplication of work at a later date and modify the design for an alternate stormwater pond site.

Task Authorization No 18 will include services relating to completion of bid documents, design / permitting, bidding assistance, and grant application assistance. Task Authorization No 18 is to be issued for an amount not to exceed \$66,435.

Project No.: DIP059 Funding Account No.: 412 1800 541 6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 18	Task Authorization No 18.pdf
2.	Department Justification Memo - Mead and Hunt - Task No 18	Department Justification Memo - Mead and Hunt - Task No 18.docx

Julia Wiggins
Ronny Buttrum
Lynn Stevens
Lori Bockelman

Created/Initiated - 11/26/2018
Approved - 11/26/2018
Approved - 11/26/2018
Approved - 12/03/2018

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 12/07/2018
Approved - 12/09/2018
Final Approval - 12/10/2018

TASK AUTHORIZATION NO. 18
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to Merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc., pursuant to merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 18**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the **Virginia Avenue and Monroe Street Areas Stormwater Improvements, Modification of Design Documents, and Bidding Assistance**; as more particularly described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A."**
4. Contractor shall complete services to be provided herein by **September 30, 2019**.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibits "A" and "B"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$66,435.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____
Brad T. Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA 4619]

TASK AUTHORIZATION NO 18

EXHIBIT "A"

MEAD AND HUNT, INC.

VIRGINIA / MONROE STORMWATER IMPV

EXHIBIT 'A'
CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET AREAS
STORMWATER IMPROVEMENTS,
MODIFICATION OF DESIGN DOCUMENTS, AND BIDDING ASSISTANCE
SCOPE OF SERVICES AND FEE ESTIMATE

General: This Scope of Services is in conformance with the Master Contract for Engineering Services for Professional Continuous Utility Engineering Consulting Services in accordance with Request for Statement of Qualifications #14-23, between the City of Port Orange (CITY) and Mead & Hunt (CONSULTANT), dated March 17, 2015 and assigned August 29, 2017.

Background: Virginia Avenue and Monroe Street are located in the eastern portion of Port Orange between Ridgewood Avenue (US-1) and the FEC Railroad. The existing land use is a mix of residential properties and commercial along Ridgewood. Presently, Virginia Avenue and Monroe Street are served by an antiquated stormwater system in need of improvements as the areas have recently flooded and are subject to standing water. The CONSULTANT completed 90% design and specifications and obtained the environmental resource permit for the CITY. At that time, the CONSULTANT was notified to stop work until the CITY could obtain parcels for the proposed detention ponds. The CITY is now at the point where they would like to proceed to 100% bid documents with a modified scope of work. This scope of work describes the activities required to complete bid documents. The revised scope includes a change from diesel pumps to submersible electrical pumps with diesel generators.

Purpose of Work: The CITY desires to have CONSULTANT provide professional services for the final design, permitting services and bidding assistance which are needed for this project. CONSULTANT recommends that the Construction phase services be included under a separate task assignment.

Description of Services: CONSULTANT shall provide the following services:

COMPLETION OF BID DOCUMENTS

Upon authorization to proceed, CONSULTANT will provide the following:

TASK 1 – DESIGN AND PERMITTING

- 1.1 Schedule meeting with CITY staff to review past work and discuss the required tasks for delivery of bid documents.
- 1.2 CONSULTANT shall advance the documents to 100% completion based on recent discussions with CITY staff. This task includes design of replacement of 2" galvanized water mains where stormwater improvements are shown on the plans.
- 1.3 CONSULTANT shall conduct internal quality assurance/quality control ("QA/QC") review of the 100% documents prior to submittal to CITY. It is understood that the CITY desires to revise the current pump station configuration from a diesel driven package pump station to an electric submersible pump station with portable generator receptacles. During power outages, the CITY would be required to mobilize portable generators to the pump station sites with this configuration.

This task includes a new pump station design and layout. This will also require new FPL transformers and 480V service to each site. This is a significant change from the original scope of work and will require electrical plans and specifications for both sites.

- 1.4 CONSULTANT shall assist CITY with completion of permitting for the project. We anticipate needing a permit from FDOT and U.S. Army Corps of Engineers (USACOE). CONSULTANT shall apply for both permits and respond to a reasonable number of requests for additional information (two maximum from each agency). This excludes any sub-consultant efforts that may arise from said RAls.

Deliverables: Task 'A' deliverables will include four (4) copies of 100% plans and specifications and one (1) electronic copy submitted in PDF format.

TASK 2 – BIDDING ASSISTANCE

CONSULTANT will provide the following assistance through the contract bidding process:

1. Preparation of bidding RFP, providing plans and specifications to potential bidders.
2. Attendance at the pre-bid meeting.
3. Responding to RFIs from bidders during bidding period.
4. Preparation of addenda.
5. Attendance of the bid opening.
6. Evaluation of bids and first three (3) low bidders' qualifications.
7. Preparation of bid tabulation and recommendation of award letter.

TASK 3 – GRANT APPLICATION ASSISTANCE

CONSULTANT shall provide technical assistance to the CITY in application for grants to be applied to the construction funding. An allowance of \$5,000 is included to cover the cost of these efforts in providing technical data to grant agencies.

Basis of Fee: The proposed fee is based on the following. For the design and permitting phase services, see the attached Exhibit 'B' detailed breakdown of hours.

Task 1: Design & Permitting (Lump Sum)	\$53,140
Task 2: Bidding Assistance (Lump Sum)	\$6,295
Task 3: Grant Application Assistance (Time & Expenses)	\$5,000
Printing/Reimbursables	<u>\$2,000</u>
Total	\$66,435

Lynn Stevens
October 4, 2018
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Schedule:

Notice to Proceed from City	Per City Schedule
100% Design and Permitting	90 Days from NTP
Bidding Assistance	Per City Schedule

MEAD & HUNT

CITY OF PORT ORANGE, FLORIDA



David A. King, P.E.
Vice President/Business Unit Leader

11/16/18

Date

Date

**"PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE."**

**IF THE CONTRACTOR (MEAD & HUNT) HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S
(MEAD & HUNT's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT
ORANGE, FL 32129, CITY CLERK, Robin Fenwick, (386) 506-5566, [rfeenwick@port-
orange.org](mailto:rfeenwick@port-orange.org).**

EXHIBIT 'B'
CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET STORMWATER IMPROVEMENTS
ESTIMATED ENGINEERING FEES

Task No.	Description	Hourly Rate	Project Manager (hours)	Project Engineer (hours)	CAD Technical (hours)	Engineering Intern (hours)	Production Supervisor (hours)	Admin. Support	Total Task (\$)
			\$175	\$150	\$85	\$85	\$75	\$55	See Below
Task 1	Design and Permitting								
1.1	Meeting with City staff		4	4	0	0	2	2	\$1,560
1.2	Revise mechanical plans and specifications		24	68	100	32	12	4	\$26,740
1.3	Electrical Design		0	100	40	0	0	0	\$18,400
1.4	Permitting assistance - FDOT and USACOE		4	16	16	4	16	8	\$6,440
	Sub-total Task 1		32	188	156	36	30	14	\$53,140
Task 2	Bidding Assistance								
2.1	Prep of RFP, provide plans and specs		1	4	0	0	2	2	\$1,035
2.2	Attend pre-bid meeting		2	0	0	0	0	0	\$350
2.3	Respond to RFIs from bidders		4	0	0	0	0	4	\$920
2.4	Prepare Addenda		4	8	0	0	0	4	\$2,120
2.5	Attend bid opening		2	0	0	0	0	0	\$350
2.6	Evaluation of bids and qualifications of three lowest bidders		2	4	0	0	0	2	\$1,060
2.7	Preparation of bid tabulation and award recommendation		2	0	0	0	0	2	\$460
	Sub-total Task 2		17	16	0	0	2	14	\$6,295
Task 3	Grant Application Assistance								\$5,000
	Allowances								
	Permit Application Fee Allowance								\$1,000
	Printing, Reimbursables								\$1,000
									\$2,000
	Allowance Sub-totals								
	Total Estimated Fees and Allowances								\$66,435

- (1) All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost Plus 10%
- (2) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse Consultant for the additional sales tax cost.



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

THRU: Julia Wiggins, Business Manager

FROM: Ronny Buttrum, Deputy Director of Public Works

DATE: November 26, 2018

SUBJECT: Mead & Hunt, Inc. – Task Authorization No 18

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of Task Authorization No 18 with Mead and Hunt, Inc. for services relating to the Virginia Avenue and Monroe Street Area Stormwater Improvements Design for an amount not to exceed \$66,435; and to authorize the Mayor and City Clerk to execute all required contract documents.

PURPOSE:

The purpose of this request is to incorporate unforeseen utility work into the project to avoid duplication of work at a later date.

CONSIDERATION:

Mead and Hunt, Inc. has completed 90% of the design of the Virginia Avenue/Monroe Street stormwater improvement project. During that time, two property locations were identified for the City to purchase to install stormwater ponds as part of the project. The City was only able to purchase one of the properties and discovered that the second targeted pond location was not a viable option and an alternative site had to be found. This alternative site requires modifications to the design. In addition, during the 90% review process, it was discovered that permanent diesel powered pumps would not be aesthetically pleasing in this residential neighborhood. So the design was changed to incorporate electric pumps with bypass valves and plugs for portable generator use should they be required. Also, during the 90% review, it was discovered that the Utilities Department has had numerous water main issues in one of the areas of stormwater construction. It was decided to incorporate that water main replacement as part of this project to avoid duplication of restoration work.

Task Authorization No 18 will include the design of the second stormwater pond in the new location, re-routing the stormwater piping to the new pond, and replacing the 2-inch galvanized water main on certain streets that will already be disturbed by the stormwater construction project. Task Authorization No 18 is for an amount not to exceed \$66,435.

FUNDING:

Virginia / Monroe Stormwater Improvement Project
Project DIP059

412 1800 541 6397 – City Funding

Budget: \$383,000 (does not include project carry over funds)

Actual Budget: \$66,435

RECOMMENDATION

Public Works & Utilities Department recommends City Council approval of Task Authorization No 18 with Mead and Hunt, Inc. for services relating to the Virginia Avenue and Monroe Street Area Stormwater Improvements Design for an amount not to exceed \$66,435; and to authorize the Mayor and City Clerk to execute all required contract documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval – December 18, 2018
- b.) Executed Task Authorization – December 15, 2018

ATTACHMENTS:

- a.) Draft Task Authorization No 18 documents
- b.) Scope of Services



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B7b) Approval of the Amendment No. 1 to the Amended and Restated Agreement with G.E.L. Corporation to Provide Recyclable Materials Processing and Marketing Services (CA File #0000674)

DEPARTMENT: Public Works

GOAL: N/A

RECOMMENDED MOTION: Move to approve of Amendment No. 1 to the Amended and Restated Agreement with G.E.L. Corporation for recyclable material processing; and to authorize the Mayor and City Clerk to execute required documents.

SUMMARY: In October 2014, the City entered into an agreement with G.E.L. Corporation to continue receiving and processing recyclable material collected and delivered to the G.E.L. facility located at the Tomoka Landfill. The contract term was eight years with the option to renew for one additional 8-year period.

The demand for recyclable materials has drastically dropped. There is no market currently for glass. The market price for plastic and aluminum have dropped below the cost of processing the materials. The EPA established the Energy, Climate Change and Economic Security Act in 2008. This legislation established a long-term goal for recycling efforts of state and local governmental entities. The goal is to reduce solid waste disposed of in landfills by an average of 75%.

City staff have checked other recycling options and the prices are consistent with G.E.L.'s proposed rate of \$80.00 per ton. Staff requests approval to increase the processing rate to \$80.00 per ton and other minor revisions in the contract as outlined in the Department justification memo.

Project No.: none Funding Account No.: 410 6100 534 3414

Presenter: Lynn Stevens

ATTACHMENTS:

1.	GEL Amendment No 1 to Amended and Restated Agreement	GEL Amendment No 1 to Amended and Restated Agreement.pdf
2.	Dept. Justificatoin Memo - GEL	Dept. Justificatoin Memo - GEL.pdf
3.	GEL Corp Request letter	GEL Corp Request letter.pdf
4.	GEL Corp - Original Agreement	GEL Corp - Original Agreement.pdf
5.	GEL CORP CA674 Amend and	GEL CORP CA674 Amend and

	Restated	Restated.pdf
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Julia Wiggins	Created/Initiated - 11/01/2018
Lynn Stevens	Approved - 11/29/2018
Lori Bockelman	Approved - 12/04/2018
Matthew Jones	Approved - 12/11/2018
Jake Johansson	Approved - 12/13/2018
Robin Fenwick	Final Approval - 12/13/2018

**AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT TO PROVIDE RECYCLABLE
MATERIALS PROCESSING AND MARKETING SERVICES**

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **G.E.L. CORPORATION**, ("Contractor"), a Florida corporation, whose principal address is 1200 S. Leavitt Avenue, Orange City, Florida 32763. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, the County of Volusia, a political subdivision of the State of Florida ("County") and the Contractor entered into an Agreement ("Contract") to Provide Recyclable Materials Processing and Marketing Services on June 19, 1997, which was renewed on June 20, 2002 and June 20, 2007. An Amended and Restated Agreement ("Amended Contract") to Provide Recyclable Materials Processing and Marketing Services was entered into on August 14, 2014 providing a renewal effective on July 1, 2014 and continuing for eight (8) years, unless terminated earlier as provided in the Contract. The Contract may be renewed by mutual written agreement of the County and Contractor for an additional eight (8) year term; and

WHEREAS, the County of Volusia Contract with the Contractor provides that any City in Volusia County may elect to be covered under the same terms, conditions, and compensation as set forth in the Contract if: (a) the City provides written notice of such election to Contractor and County; and (b) the City agrees that its participation under the Contract shall continue for the duration of the then current term or extension of the Contract; and

WHEREAS, on the 17th day of July 2007, the Parties entered into an Agreement ("Agreement") to Provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2007 and continuing for seven (7) years, with an option to renew for one (1) additional seven (7) year term; and

WHEREAS, on the 6th day of November 2014, the Parties entered into an Amended and Restated Agreement ("Amended Agreement") to Provide Recyclable Materials Processing and Marketing Services, pursuant to Section 11.01 of the City purchasing policies, commencing on October 1, 2014 and continuing for eight (8) years, with an option to renew for an additional eight (8) year term, unless terminated earlier as provided in the Agreement. In the event the Amended Agreement is renewed, the City may, at the end of the eight (8) year option period, either renegotiate the term and conditions of a new Agreement with the Contractor or request bids from qualified contractors to provide recyclable materials processing and marketing services; and

WHEREAS, the Parties desire to amend the terms of the Amended Agreement to stay consistent with the current market for recyclable materials; and

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

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

1. Section 5. RESPONSIBILITIES OF CONTRACTOR. Of the Amended Agreement is hereby amended to revise subparagraph (L) as follows:

- (L) The Contractor shall pay for educational material promoting recycling at a maximum expenditure equivalent to \$0.25 per single family residential customer per year. The Amended Agreement Administrator or designee shall approve content and style prior to publication.

2. Section 8. PROCESSING FEE. of the Amended Agreement is hereby amended to revise subparagraph (A) as follows:

- (A) City agrees to pay a processing fee of \$80.00 per ton for all dual sort recycling/recovered materials including dual sort institutional recyclables.

3. Section 8. PROCESSING FEE. of the Amended Agreement is hereby amended to revise subparagraph (C) as follows:

- (C) The foregoing processing fees shall be adjusted beginning on November 1, 2016, and on November 1 of each even numbered year (i.e. 2020, 2022, etc.) during the term of this Amended Agreement using the Producer Price Index – Commodities – Series ID WPUFD49502 as published by the Bureau of Labor and Statistics, which shall be applied in the following manner: $\$80.00 \times (\text{Index Value corresponding to July 1 of the adjustment year [i.e. 2020, 2022, etc.] / Index Value corresponding to July 1, 2018})$. Processing fee changes, if any, shall take effect from November 1 of an adjustment year forward until the next adjustment. In no event shall the fee fall below \$80 / Ton.

4. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (A) "All Fiber Material" as follows:

- (A) Contractor shall pay 70% of the high range Processor's price in the South Region as presented in the RISI Publication for Mixed Paper (2) minus a 7% residual allowance and an additional 7% moisture deduction.

5. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (B) "Co-Mingled Containers" as follows:

- (B) The weight of all Containers delivered to Contractor shall be reduced by fifty percent (50%) to account for glass and by an additional seven percent (7%) for Residual Allowance. Contractor shall pay \$0 per ton based upon the weight of containers after the glass reduction and residual allowance. This fee shall be reviewed and may be increased based upon market conditions on an annual basis beginning July 1, 2019 and every year thereafter through the term of the Agreement.

6. Section 9. COMPENSATION. of the Amended Agreement is hereby amended to revise subparagraph (C) as follows:

- (C) Contractor shall move single stream recycling material to the side for inspection by the City. The Contractor shall notify the City and the hauler within 24 hours of receiving the stream load. The Contractor is authorized to charge the City for any CONFIRMED single stream load a processing fee

not to exceed \$120.00 per ton. The City agrees to limit these loads to no more than 10% of the total City generated material.

7. Authorize the City Manager to renegotiate rebates and fee changes in accordance with the Agreement.

8. Counterparts. This Amendment 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 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.

9. All other terms and conditions of the Amended Agreement shall remain in full force and effect.

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

Witnesses:

G.E.L. CORPORATION

By: _____

Milton Eugene Evans, Jr, President

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

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Milton Eugene Evans, as President of G.E.L. Corporation, 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 _____, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

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 _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Business Manager

DATE: November 28, 2018

SUBJECT: Amendment No. 1 to the Amended and Restated Agreement to G.E.L Corporation

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of Amendment No. 1 to the current amended and restated agreement with G.E.L. Corporation for recyclable material processing.

PURPOSE:

The purpose of this request is to maintain residential recycling services to Port Orange residents in accordance with EPA guidelines.

CONSIDERATION:

In October 2014, the City entered into an agreement with G.E.L. Corporation to continue receiving and processing recyclable material collected and delivered to the G.E.L. facility located at the Tomoka Landfill. The contract term was eight years with the option to renew for one additional 8-year period.

In 2014, the City agreed to piggyback the Volusia County contract with G.E.L and pay the contractor a processing fee of \$35.00 per ton for all dual sort recycling/recovered materials. The contractor agreed to pay the City \$100 per ton for co-mingled containers (minus glass) and 70% of the Official Board Market price for mixed paper. The 2014 agreement, Section 9, provides provisions for renegotiating these fees to reasonably reflect changes in the market price for recovered materials.

The demand for recyclable materials has drastically dropped. There is no market currently for glass. The market price for plastic and aluminum have dropped below the cost of processing the materials. The EPA established the Energy, Climate Change and Economic Security Act in 2008. This legislation established a long-term goal for recycling efforts of state and local governmental entities. The goal is to reduce solid

waste disposed of in landfills by an average of 75%. The act instituted a 75% recycling goal.

Historically, the City has received an average of \$20,000 revenue from the sale of recycled material. However, with the recent market drop, the revenue has ceased, and the City has been paying \$35 per ton.

City staff have checked other recycling options and the prices are consistent with G.E.L.'s proposed rate of \$80.00 per ton. Waste Pro is offering a single stream service at \$77.50 per ton, but when the additional fuel charges and CPI are factored into a long-term agreement, the Waste Pro option does not provide the best value for the City. In addition, the education component for City residents can be challenging. Residents often do not understand putting all recyclable material into one truck and not sorting the material at the curb. Residents often misconstrue the action as not recycling the material at all.

Amendment No. 1 to the Amended and Restated Agreement with G.E.L Corporation includes the following changes:

- City agrees to pay G.E.L. a processing fee of \$80.00 per ton for all dual sort recycling/recovered materials including dual sort institutional recyclables.
- Processing fees shall be adjusted on November 1 of each even numbered year using the Producer Price Index – Commodities – Series ID WPUFD49502 as published by the Bureau of Labor and Statistics
- All Fiber Material: The contractor shall pay 70% of the high range Processor's price in the South Region as presented in the RISI Publication for Mixed Pater (2) minus a 7% residual allowance and an additional 7% moisture deduction.
- Co-Mingled Containers: The contractor shall pay \$0 per ton based upon the weight of containers after the glass reduction and residual allowance. This fee shall be reviewed and may be increased based upon market conditions on an annual basis beginning July 1, 2019 and every year thereafter through the term of the Agreement.
- Single Stream Loads: The contractor shall move single stream recycling material to the side for inspection by the City. The contractor shall notify the City and the hauler within 24 hours of receiving the single stream load. The contractor is authorized to charge the CITY for any CONFIRMED single stream load a processing fee not to exceed \$120.00 per ton. The CITY agrees to limit these loads to no more than 10% of the total City generated material. The City is authorized under its contract with Waste Pro to charge for contaminated loads of recycled material.
- Authorize the City Manager to renegotiate rebates and fee changes in accordance with the Agreement

Staff also recommends initiating an educational campaign to eliminate recycling of glass material. Glass adds the most tonnage to the recycled material and has no resale

value. This would reduce the cost to the City and avoid future recycling increases to the residents.

FUNDING:

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council approval of Amendment No. 1 to the current amended and restated agreement with G.E.L. Corporation for recyclable material processing.

ANTICIPATED SCHEDULE:

a.) City Council Approval – 12/18/2018

ATTACHMENTS:

GEL Corporation
1200 S Leavitt Ave
Orange City FL 32763
Tel 386.775.5385 Fax 386.775.0355



July 3, 2018

City of Port Orange

C/O Mick Neals Solid Waste Manager

This letter will serve as written notice to the City of Port Orange that pursuant to section 8 (F) the processing fee has exceeded the rebate for three months in a row (January, February and March 2018) and GEL Corporation would like to amend this contract. The ban that has been implemented by China "National Sword" as of January 1, 2018 on 24 kinds of imported recycling, including some types of paper and plastics has had a rippling effect on the market.

Section 8 Compensation (F):

CITY and CONTRACTOR agree that under no circumstance shall CITY owe CONTRACTOR money for any compensation period regardless of whether processing fees exceed the calculated Recovered Materials Payment. In the event that processing fees exceed the Recovered Materials Payment for any three (3) calendar months in any twelve (12) calendar month period, CONTRACTOR shall have the right to terminate this Agreement by providing CITY one hundred eighty (180) days' written notice prior to termination. During the one hundred eighty (180) day period following the giving of notice of termination pursuant to this Section 8(F), CITY shall be required to make payment of all processing fees and any other fees required pursuant to this Agreement, regardless of whether said fees are more than the amount of the calculated Recovered Materials Payment.

GEL Corporation would like to propose the following amendments:

- Processing fee of \$80.00 per ton for split load material
- Remove rebate of \$100.00 for plastic (leaving rebate for mixed paper if it comes back)
- Charge \$120.00 per ton for all Single Stream
 - Limit Single Stream material to 10% of total tonnage brought in

Thanks,

A handwritten signature in black ink that reads "Milton E Evans Jr".

Milton E Evans Jr

PRESIDENT

386-775-5385 (OFFICE)

**AGREEMENT TO PROVIDE RECYCLABLE MATERIALS
PROCESSING AND MARKETING SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 17 day of July, 2007, by and between G.E.L. Corporation, whose address is 1200 Leavitt Avenue, Orange City, Florida 32763, hereinafter referred to as CONTRACTOR, and the CITY OF PORT ORANGE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CITY desires to retain services of a competent and qualified recycling contractor to accept and process Recyclables and market Recovered Materials from within the City of Port Orange; and

WHEREAS, the County of Volusia has a contract for these services with the CONTRACTOR and the CONTRACTOR has agreed to provide these same services for the CITY at the same terms and conditions, and

WHEREAS, if it is determined that a service designed to meet the needs of the CITY is already available and has been bid and awarded previously by another governmental agency, the CITY may award the contract to that provider without re-bidding for the same service pursuant to the Section 11.01 of the CITY purchasing policies, and

WHEREAS, the CITY currently is under contract with the CONTRACTOR for these same services, and such contract is due to expire October 1, 2007, and

WHEREAS, the CONTRACTOR has been deemed competent and qualified to accept and process Recyclables and market Recovered Materials from within the CITY.

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

SECTION 1. DEFINITIONS.

For the purposes of this Agreement for Recyclable Materials Processing and Marketing Services, hereinafter referred to as "Agreement", the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (A) "Agreement Administrator" shall mean that person, or his designee, designated by the CITY to administer and monitor the provisions of this Agreement.

- (B) "Designated Disposal Facility" shall mean the place or places specifically designated by the CITY for the disposal of Residue or Residuals.
- (C) "Program" shall mean the CITY Recycling Program as it may from time-to-time be defined by the CITY.
- (D) "Designated Recycling Facility" shall mean the place or places specifically designated by the CITY for the tipping of Recovered Materials.
- (E) "Published Price" shall mean: For mixed fiber (loose with inserts) – the high-range Processor's price in the South Region as presented in the Yellow Sheet of the "Official Boards Market" for number 8 specification newspaper.
- (F) "Recovered Materials" shall mean Recyclables which have been collected, separated and processed into marketable form.
- (G) "Recovered Materials Payment" shall mean the monthly payment due to the CITY from the CONTRACTOR calculated in accordance with the provisions and requirements of Sections 9, 10 and 11 of this Agreement.
- (H) "Recyclable(s)" shall mean No. 8 specification newspapers with inserts; glass food and beverage containers (clear, green, and brown in color); aluminum cans; plastic containers including polyethylene terephthalate (PET), high-density polyethylene (HDPE), and food containers (plastic 1 – 7); bi-metal/steel cans; telephone books; ledger grade office paper; white office paper; old corrugated cardboard (OCC), cereal boxes without liners, snack and drink boxes, junk mail, magazines and mixed residential paper; and any other materials as may be identified as Recyclables by the CITY from time-to-time.
- (I) "Residue or Residuals" shall mean the portion of the Recyclables accepted by the CONTRACTOR which are not converted into Recovered Materials due to spoilage or the inclusion of contaminants; such Residuals shall be contained in a roll off for disposal by the CONTRACTOR at a CITY designated disposal facility at no cost to the CITY. Residual wastes shall be hauled by a franchised hauler.
- (J) "Residual Allowance" shall mean the percentage of weight which may be deducted from the gross weight of each type of Recyclable received under the Program to determine the net amount of Recovered Materials.
- (K) "Ton" shall mean 2,000 lbs.

SECTION 2. PURPOSE.

The purpose of this Agreement is for the CONTRACTOR to accept and process Recyclables and market Recovered Materials from CITY in the manner set forth in this Agreement.

SECTION 3. TERM.

The term of this Amended Agreement shall commence on October 1, 2007 and continue for seven years (the "Term") unless terminated earlier as provided herein. At the end of the term the CITY may, at its sole discretion, renew the Agreement for one additional seven year term. The CITY shall notify the CONTRACTOR of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred twenty (120) days prior to the expiration of the initial term. In the event the CITY notifies the CONTRACTOR of its intent to exercise this renewal option, the CONTRACTOR shall notify the CITY of its intent to accept or decline the renewal option offer. Such notice shall be made in writing and delivered to the CITY within twenty (20) days of receipt by the CONTRACTOR of the CITY'S notice of intent to exercise the renewal option. In the event the Agreement is renewed, the CITY may, at the end of the seven (7) year option period, either renegotiate the term and conditions of a new Agreement with the CONTRACTOR or request bids from qualified contractors to provide recyclable materials processing and marketing services.

SECTION 4. RESPONSIBILITIES OF CITY.

CITY is responsible for the quality of performance of its curbside haulers in the delivery of materials to CONTRACTOR. To that end, in the case of a malfunctioning vehicle causing materials dumped by the CITY'S hauler on CONTRACTOR'S processing floor to be significantly contaminated or commingled, the CITY and CONTRACTOR agree to an additional processing fee (above the processing fees provided for herein) of \$18.50/ton, up to \$90.00 per truck. In such event, CONTRACTOR shall immediately notify the CITY of any hauler vehicle which had doors malfunctioning resulting in such contamination of materials, in order that CITY may correct the condition as soon as possible.

SECTION 5. RESPONSIBILITIES OF CONTRACTOR.

- (A) 1. CONTRACTOR shall be responsible for providing and maintaining a recycling facility or facilities or transfer depots to accept and process Recyclables and market Recovered Materials.

Tomoka Farms Road, Daytona Beach, Florida is, mutually agreed upon by CITY and CONTRACTOR are designated as the recycling facility.

- (B) CONTRACTOR shall accept deliveries of Recyclables from CITY-franchised solid waste haulers at said facilities Monday through Friday of each week between the hours of 7:00 a.m. and 5:00 p.m., unless CITY requests CONTRACTOR to have operational hours on Saturdays. If Saturday operational hours are so required, CITY shall notify contractor forty-eight (48) hours in advance. CONTRACTOR shall not be required to accept deliveries of Recyclables on December 25th as set forth in Section 6

of this Agreement.

- (C) CONTRACTOR shall assure a safe and reasonable truck turn around time not to exceed twenty (20) minutes after the initial weigh-in, barring circumstances beyond the CONTRACTOR'S control.
- (D) CONTRACTOR shall assist the CITY in orientation and coordination of its recycling program with CITY personnel, city personnel (if applicable), and franchised haulers.
- (E) CONTRACTOR shall, at no additional charge, provide other services as may be required to assist in the initiation and implementation of the recycling program. (i.e., meeting with CITY personnel).
- (F) CONTRACTOR shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (G) CONTRACTOR shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of this Agreement. CONTRACTOR shall provide the CITY with proof of all necessary permits and licenses concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (H) CONTRACTOR shall, pursuant to the requirements of CITY and Section 403.706(7), Florida Statutes or its successor provisions, maintain certifiable records and provide to the CITY a copy of its annual report filed with the Department of Environmental Protection, of the volume of all Recyclables received and processed and Recovered Materials marketed pursuant to the Agreement.
- (I) CONTRACTOR shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that he is qualified, approved and licensed to accept and process Recyclables and market Recovered Materials pursuant to federal, state and local law. A copy of the current certification shall be provided to the CITY each year this Agreement is in force.
- (J) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the CONTRACTOR shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S performance of, or failure to perform, his responsibilities under this Agreement.
- (K) All materials will be marketed to the CONTRACTOR'S choice.
- (L) CONTRACTOR shall pay for educational material promoting recycling at a maximum

expenditure equivalent to \$0.10 per single-family residential customer per year. The Agreement Administrator or designee shall approve content and style prior to publication.

SECTION 6. HOLIDAYS.

December 25th shall be a holiday. The CONTRACTOR shall not be required to accept or process Recyclables, or maintain office hours on this designated holiday. The CONTRACTOR shall be open all other days (except Saturdays and Sundays) throughout the year as noted in Section 5(B) of this Agreement.

SECTION 7. EMERGENCY SERVICE PROVISION

Contractor shall be required to have operational hours on Saturdays in the event of emergencies with forty-eight (48) hours advance notification from CITY.

SECTION 8. PROCESSING FEE.

- (A) CITY agrees to pay a processing fee of \$18.50/ton for commingled paper; and \$11.00/ton for commingled containers. CITY agrees to pay the same processing fees for dual sort institutional recyclables. CITY also agrees to pay CONTRACTOR a processing fee for rural route single stream of \$18.50/ton. Loads with residue levels over 20% will be rejected by CONTRACTOR or charged five dollars (\$5.00) over the CITY tipping fee for disposal. CONTRACTOR shall provide commercial recycling opportunities consistent with proposal dated January 29, 2002 to CITY (See Exhibit A).
- (B) The foregoing fees shall be deducted by the Contractor from the monthly revenues due the CITY in equal monthly payments based on averages computed from historical data. At the end of each quarter, after all scale tickets and checks have been balanced by CITY, the CITY will compute a reconciliation calculation to determine whether any additional debit/credit is due to the CITY and/or CONTRACTOR. Any such adjustment shall be applied in the next quarter, following such reconciliation.

SECTION 9. COMPENSATION.

- (A) As compensation for the receipt of Recyclables from the CITY, the CONTRACTOR agrees to pay the CITY a Recovered Material Payment for the following:
 - (1) Commingled paper: CONTRACTOR guarantees a floor price of twenty five dollars (\$25.00) per ton after residue deductions, or 70% of the high-end Southeast Official Board Market ("OBM") #8 News published price, whichever is greater. In the event that the high end of the Official Board Market ("OBM") #8 News published price exceeds \$100.00 per ton, Contractor and CITY agree to share equally in the amount exceeding \$100.00 per ton.

- a. The CITY, at its option may institute automated single stream cart collection of recyclables. In the event of such change, the CITY and the Contractor agree to enter into good faith negotiations to determine approved single stream collection program and terms. If the parties are unable to reach a satisfactory agreement, CITY may terminate this agreement after providing contractor thirty (30) days advanced written notice thereof.
- (2) Commingled containers: CONTRACTOR guarantees a floor price of thirty dollars (\$30.00) per ton after residue deductions
- (3) Rural route single stream: Contractor guarantees a floor price of \$0.00.
- (4) Dual Sort Institutional/Governmental: Contractor guarantees a floor price 185 of a minimum of one-half (1/2) of the compensation guaranteed, as set forth in Section 9 (A) (1) and (2) above.
- (B) The parties hereby acknowledge and agree that the sources set forth in Section 1(E) of this Agreement, reasonably reflect changes in the market price for each Recovered Material, and are reliable sources for the purpose of determining the compensation paid to the CITY. In the event that either (1) these sources cease to publish information necessary for the determining price paid per ton, or (2) both parties reasonably conclude that such information published in these sources no longer accurately reflects the market price for Recovered Materials, the parties shall agree on a substitute index or renegotiate the terms of this Agreement.
- (C) The CITY shall have the option of discontinuing or adding any Recyclable under this program upon 30 (thirty) days written notice to CONTRACTOR.

SECTION 10. RESIDUAL ALLOWANCES

The following percentages of each category of Recyclable may be deducted from the quantity of gross Recyclables received under the program to determine the quantity of net Recovered Materials:

<u>Recyclable Material</u>	<u>Residual Allowance</u>
Commingled containers	7%
Commingled paper	7%
Single stream	10%
Dual Sort Institutional/Government	20%

SECTION 11. PAYMENT AND DOCUMENTATION.

- (A) Payment shall be made to the CITY once per month, with the documentation set forth in Section 11(C) below for Recovered Materials received pursuant to this Agreement. The

CONTRACTOR shall calculate the sums due the CITY as follows: the gross weight of Recyclables discharged at the CONTRACTOR'S facilities during the month, multiplied by the percent-by-weight composition figures. The gross Recyclables by type are then reduced by the appropriate Residual Allowance percentage, as set forth in Section 10 of this Agreement, to calculate the net Recovered Materials by type. The net Recovered Materials by type are multiplied by the appropriate rate per ton percentage, as set forth in Section 9 of this Agreement, to calculate the Recovered Materials Payment for each material. The Recovered Material Payment for each type of material is added to determine the Recovered Material Payment less the processing payment due the contractor, as set forth in Section 8 of this agreement due for the month.

- (B) Pursuant to Section 5(B), the collection month shall begin on the 1st day of the month and end on the last day of the month. CONTRACTOR shall make its monthly payment on or before the 15th day of the following month. CONTRACTOR shall remit payment to the CITY: Attention: City of Port Orange, Finance Department, 1000 City Center Circle, Port Orange, FL 32129.
- (C) Documentation shall be received as described in Section (B) above, and consist of a monthly computer generated printout of all tickets including computer generated tare weight tickets for each load. Tare weight ticket information must include, recycling center name and address, hauler name, vehicle number, the unincorporated franchise area of the city in which the load originated, ticket number, date the load was picked up, gross weight of load, tare weight of load, net weight of load, time the truck was weighed in, time the truck was weighed out. Tickets must also be separated by hauler. Data must be input into a spreadsheet format, provided by, or acceptable to, the CITY, (i.e., Lotus, Excel) for all tickets including hauler name, ticket number, load pick-up date, total weight of load, weight for each commodity, total throw-out weight (based on the Residual Allowance percentage), total net weight, total amount paid for each commodity, and total amount paid for each tare weight ticket.
- (D) CONTRACTOR'S accounting system shall be adequate to provide the records required under this Agreement. Such system shall be operational and subject to review and approval by the Agreement Administrator 30 days prior to the commencement of services under this Agreement.
- (E) CONTRACTOR shall maintain accounting records pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and shall make such materials available for inspection by the CITY or its agent upon three days written notification.
- (F) The CITY makes no covenant or promise as to the volume or weight of Recyclables

available nor that the CONTRACTOR will be able to market Recovered Materials during the term of this Agreement. CITY covenants that through the life of this Agreement, CONTRACTOR shall be the exclusive contractor for the purpose of processing curbside Recyclables and marketing Recovered curbside Materials on behalf of CITY.

- (G) The CITY may perform or have performed an audit of the records of the CONTRACTOR as deemed necessary to verify the performance of the Agreement.

SECTION 12. PROCESSING OF RECYCLABLES: DISPOSAL OF RESIDUALS.

- (A) CONTRACTOR shall make reasonable efforts to process all Recyclables within one working day from the time of receiving such Recyclables at CONTRACTOR'S facilities and contain waste and products within building or temporary containment outside.
- (B) CONTRACTOR shall be responsible at all times for the prevention of nuisance conditions resulting from its failure to process Recyclables in a timely manner, and for any degradation associated therewith and shall cure such nuisance conditions when so directed in writing by the CITY.
- (C) CONTRACTOR shall be responsible to routinely sweep and remove litter outside and to provide adequate residual containment, and shall maintain at a minimum a permanent 6ft. chain link fence to eliminate wind blown litter.
- (D) CITY shall use its best efforts to prevent the delivery of hazardous wastes to the facility from the CITY franchised haulers.
 - (1) The CITY will establish procedures with its haulers to eliminate hazardous waste before delivery to CONTRACTOR. CONTRACTOR will use reasonable business efforts to establish procedures to monitor and examine waste and attempt to identify hazardous waste before delivery vehicles (whether those of CITY or third parties) leave the facility site.
 - (2) CONTRACTOR shall maintain a log on-site to record each occasion of delivery of hazardous materials to site, and shall require the driver of the hauler vehicle delivering such hazardous materials to initial the log, showing the general quantity and description of such materials.
 - (3) The CITY will provide proper disposal of all hazardous waste Materials from the CITY at no cost to CONTRACTOR if CONTRACTOR follows the following procedures:
 - a. Notify CITY within one hour of the delivery of hazardous materials to CONTRACTOR'S facilities. The notification must identify the hauling company,

truck number, and the area serviced by such truck. This information must be also recorded in written form and transmitted to CITY at the end of the day.

- b. CONTRACTOR shall photograph the hazardous materials as originally found by CONTRACTOR.
- c. CONTRACTOR may remove such hazardous waste from the pit, tipping floor or any other location at its facility and return it to the hauler's vehicle if it is still on-site.
- d. CONTRACTOR may use any reasonable methods immediately available to it, including arranging for immediate disposal, to prevent hazardous waste from causing dangerous conditions to life or property or from violating any applicable law, rule, or regulation related to hazardous waste, prior to its removal by CITY.
- e. CONTRACTOR shall cooperate with CITY with regard to CITY'S obligations to store, test, identify, protect, contain, promptly remove and dispose of such hazardous waste.

- (E) CONTRACTOR shall, at its own expense, and without right of reimbursement from CITY, transport and dispose of all Residuals at a CITY designated facility.

SECTION 13. FACILITIES AND EQUIPMENT.

The CONTRACTOR shall provide all facilities, equipment, supplies and transportation necessary for the provision of the services specified in this Agreement, unless otherwise expressly agreed by the parties in writing.

SECTION 14. STANDARDS.

CONTRACTOR shall make its best effort to maximize revenue and market potentials. Contractor shall use first in, first out product management. CONTRACTOR products and non-functional equipment/materials shall not be stored outside facility for more than 60 days.

SECTION 15. MULTI-FAMILY/COMMERCIAL.

CONTRACTOR agrees to take multi-family and commercial recycling at no charge. Loads with residue levels over 20% will be charged \$5.00 over the CITY tipping fee; for disposal, or may be rejected by CONTRACTOR at their discretion. CITY agrees to promote a multi-family and commercial recycling program.

SECTION 16. INTENTIONALLY LEFT BLANK.

SECTION 17. REPRESENTATIVES OF CITY AND CONTRACTOR.

- (A) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The CITY shall designate in writing an Agreement Administrator to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The Agreement Administrator shall have the authority to transmit instructions, receive information and interpret and define the CITY'S policy and decisions pertinent to the work covered by this Agreement.
- (B) CONTRACTOR shall designate or appoint one or more representatives of the CONTRACTOR who are authorized to act on behalf of the CONTRACTOR, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the CITY continually advised of such designation. Contractor designee shall provide and maintain a twenty-four (24) hour/day emergency contact number and shall provide emergency response within one (1) hour of emergency notification. Contractor shall also have an English speaking supervisor at the Facility at all times of operation.

SECTION 18. QUALITY OF PERFORMANCE OF CONTRACTOR.

- (A) It is the intent of the CITY to ensure that the CONTRACTOR provides a quality level of processing and marketing services. To that end, in addition to those rights CITY has for breach, the Agreement Administrator may levy administrative charges of up to Two thousand five hundred dollars (\$2500.00) per day for any breach of this Agreement.
- (B) Nuisance Conditions: Including litter and failure to process Recyclables in a timely manner
 - (1) CONTRACTOR shall cure all nuisance conditions within seventy-two (72) hours of written notification from CITY.
 - (2) If CONTRACTOR fails or neglects to correct nuisance conditions, CITY may correct by utilizing Solid Waste staff or third-party contractor. CONTRACTOR shall be responsible for all associated charges to correct nuisance conditions.
- (C) The Agreement Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the CONTRACTOR in writing of the administrative charges assessed within thirty (30) days of the date of the notice. In the event the CONTRACTOR wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, file its written protest to the CITY MANAGER at the address listed in Section 27, which

protest shall contain its defense to such assessment.

The CITY MANAGER shall grant, or deny the protest by written order within ten (10) working days from the date of receipt of the protest. If the CONTRACTOR is dissatisfied with the order of the CITY MANAGER, it may request a hearing before the CITY Council. The CONTRACTOR shall be given at least ten (10) days written notice of such hearing. The CITY Council shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR'S claims and the decision of the CITY Council will be the final administrative action.

SECTION 19. FILING OF REQUESTED INFORMATION AND DOCUMENTS.

- (A) In addition to any other requirements of this Agreement, the CONTRACTOR shall be required to file statistical and other pertinent information pertaining to Recyclables received and Recovered Materials marketed, as may be required by the CITY to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be required by the CITY from time-to-time.
- (B) The CONTRACTOR shall file and keep current with the CITY all documents and reports required by this Agreement.

SECTION 20. BOOKS AND RECORDS.

- (A) The CONTRACTOR shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Agreement and all others. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- (B) The CITY or its designee shall have the right to review all records maintained by CONTRACTOR, related to the Agreement, on three (3) days written notice.

SECTION 21. (INTENTIONALLY LEFT BLANK)

SECTION 22. MOST FAVORED NATION CLAUSE.

CONTRACTOR agrees that CITY is granted the same terms as are then or may thereafter be granted to any other party CONTRACTOR may contract with.

SECTION 23. PERFORMANCE INSTRUMENT.

At the time of execution of this Agreement, CONTRACTOR shall post and maintain with CITY a cash bond, a surety bond or some other comparable security instrument (irrevocable standby letter of credit shall be acceptable), to be approved by the CITY Attorney, in the amount of One Hundred Thousand and no/100 dollars (\$100,000). Any surety bond shall bind CONTRACTOR and the surety jointly and

severally to CITY as obligee. The bond or other security instrument shall be given as security for and shall be conditioned upon the faithful performance and discharge by CONTRACTOR of all material obligations imposed on it under this Agreement, and any resolution of the CITY Council pertaining to this Agreement. The bond or security instrument shall remain in effect during the term of this Agreement (and during any renewal or extension thereof); and the bond or security unit may not be modified, canceled or terminated until 30 days after receipt by the CITY Manager of CITY of two copies of such written notice of any intent to modify, cancel, terminate or refuse to renew the bond or cancel the bond or withdraw the security. The original of the bond or security instrument shall be filed with and maintained by the CITY Manager. All rights reserved to CITY with respect to the surety bond or security instrument, are in addition to all other rights of CITY, whether granted or reserved by this Agreement or otherwise authorized by law; and no action, proceedings or exercise of a right with respect to the bond or security instrument shall affect any other right which CITY may have.

SECTION 24. INSURANCE.

- (A) CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance and Property Damage Insurance as will provide to the CITY the protection contained in the indemnification provision of Section 25 undertaken by the CONTRACTOR.
- (B) Policies other than Workers' Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and Financial Size Category of "VII" or better according to A.M. Best & Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by §440.57, Florida Statutes.
- (C) CONTRACTOR shall specifically protect CITY by either naming CITY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the indemnification provision of Section 25. Such policies shall contain, as a minimum, the following provisions, coverage's and policy limits of liability:
 - (1) General Liability Insurance. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - (2) Comprehensive Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the CONTRACTOR, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (D) Prior to the commencement of work hereunder, and annually thereafter, the CONTRACTOR

shall furnish to the CITY a certificate from the insurance company showing such insurance to be in force at all times. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the CITY in such insurance shall not be effective until thirty (30) days after written notice thereof has been received by the CITY. All policies specified herein must have the CITY named as an additional insured.

- (E) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CONTRACTOR'S liability under the provisions of the indemnification provision.

SECTION 25. INDEMNIFICATION.

- (A) In consideration of payment of Ten Dollars (\$10.00) from CITY to CONTRACTOR, receipt of which is hereby acknowledged by CONTRACTOR, the CONTRACTOR shall indemnify and save the CITY harmless from and against all liability, claims for damages, suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided by CONTRACTOR as provided for in this Agreement, or any default in the performance thereof. This agreement by the CONTRACTOR to indemnify and hold the CITY harmless shall include all charges, expenses and costs, including attorney's fees, incurred by the CITY on account of, or by reason of, such injuries, damages, liability, claims, suits or losses and on damages growing out of same. This indemnification provision shall survive the termination of this Agreement for a period of two years from the date of termination.
- (B) The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection of this Agreement in which contract the subcontractor fully indemnifies the CITY in accordance with this Agreement.

SECTION 26. POINT OF CONTACT.

The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR'S representative (Section 17(B)) and the Agreement Administrator.

SECTION 27. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or by facsimile as provided below, or sent by certified, return receipt requested, United States mail as follows:

FOR CITY

Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386)506-5501

And

Jan Parsons, Agreement Administrator
N1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386)506-5576

FOR CONTRACTOR

G. E. L. Corporation
1200 South Leavitt Ave.
Orange City, Florida 32763
Attention: Gene Evans
Telephone: (386) 775-5385
Facsimile: (386) 775-0355

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time-to-time by written notice. Facsimile Transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

SECTION 28. TERMINATION OF AGREEMENT.

- (A) This Agreement may be terminated by the CITY for cause upon thirty (30) days written notice.
- (B) The CITY may terminate this Agreement, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 27 of this Agreement, upon the happening of any one of the following events:
 - (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state

thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

- (3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the Recovered Materials Payment, administrative charges or other monies due the CITY and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for money after having waived or exhausted all rights of appeal, to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so; or
 - (6) In the event that the monies due the CITY under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the CITY Attorney; or
 - (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any applicable rules and regulations promulgated by the CITY or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate, (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- (C) Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the

performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstance therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to such final warning, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of written Final Notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such Final Notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

- (D) In the event of the aforesaid events specified in subsection (B) and (C) above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 29. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the CITY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the CITY and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 30. EMPLOYEE STATUS.

Persons employed by the CONTRACTOR in the performance of services and functions

pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights and privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 31. EQUAL OPPORTUNITY EMPLOYMENT.

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 32. RIGHT TO REQUIRE PERFORMANCE.

The failure of the CITY at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the CITY thereafter to enforce same, nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 33. ASSIGNMENTS.

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY Council. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY Council shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice, this Agreement shall be deemed immediately terminated and upon such termination, all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance instrument set forth in Section 23 herein and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

SECTION 34. SUBCONTRACTORS.

In the even that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by the Agreement, CONTRACTOR must secure the prior written approval of the CITY.

SECTION 35. LAWS TO GOVERN

This Agreement shall be governed by the laws of the State of both as to interpretation and performance. The parties agree that venue for any legal action filed arising out of this Agreement, its enforcement or interpretation, shall lie in Volusia County, Florida. The parties hereby expressly waive a right to jury trial in any legal proceeding to enforce or interpret the terms hereof.

SECTION 36. SEVERABILITY.

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

SECTION 37. CONFLICT OF INTEREST.

CONTRACTOR agrees that CONTRACTOR will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of CONTRACTOR'S obligations under this Agreement with the CITY. Determination of conflict of interest shall be at the sole discretion of the CITY.

SECTION 38. ENTIRE AGREEMENT.

(A) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(B) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties hereto.

SECTION 39. NO CONTINGENT FEES.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall retain the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 40. MISCELLANEOUS.

Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire or explosion other than fire or explosion caused by negligent or intentional act of CONTRACTOR, its employees or agents, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party which fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any liability to perform hereunder.

(Continued on next page)

**G.E.L. CORPORATION
1200 SOUTH LEAVITT AVENUE
ORANGE CITY, FLORIDA 32763
386-775-5385
386-775-0355 FAX**

January 29, 2002

County Of Volusia
Solid Waste Division
Josef Grusauskas,
3151 East New York Avenue
Deland, Florida 32724

Dear Mr. Grusauskas:

Pursuant to our meeting January 25, 2002 G.E.L. Corporation proposes the following prices for Volusia County Recyclable Materials.

Curbside recycle

Commingled Paper:

A floor price of \$ 25.00 per ton after residue deductions or seventy percent of the high-end Official Board Market ("OBM") #8 News published price, whichever is higher.

A processing fee of \$18.50 per ton before residue deductions on Commingled Paper mix.

Commingled Containers:

Commingled Containers \$30.00 per ton after Residue deductions.

A processing fee of \$11.00 per ton before residue deductions on Commingled Containers.

**Rural Route
Single Stream:**

\$ 18.50 processing fee for commingled containers. No revenue on recyclable materials. Loads with Residue levels over 20% will be rejected and charged \$5.00 over Volusia County Tipping fee, for disposal.

Multi-Family:

G.E.L. will take multi family at no charge of Revenue to Volusia County. County will promote Program. Loads with residue levels over 25% will be rejected and charged \$5.00 over Volusia County Tipping fee, for disposal.

Projected tonnage for 2002	8225
News tonnage	6169
Commingled Containers	2856
Estimated Revenue	\$85,591.53

If you have any questions please give me a call.

Sincerely,
Gene Evans Jr.
President

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

Signed, sealed, and delivered in the presence of:

G.E.L. Corporation

By: Milton E Evers JR

Date: 8-7-07

City of Port Orange

By: Allen Green.
Mayor

Date: 7/17/07

ATTEST:

Kenneth W. Parker
Mr. Kenneth W. Parker
City Manager

Approved as to Legality and Form:

Ann-Margret Emery
Ann-Margret Emery
Assistant City Attorney

**AMENDED AND RESTATED AGREEMENT TO PROVIDE
RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into on the date set forth below 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 **G.E.L. CORPORATION**, a Florida corporation whose principal address is 1200 S. Leavitt Avenue, Orange City, Florida 32763 (the "Contractor"). (The City and the Contractor are collectively referred to herein as the "Parties.")

WITNESSETH:

WHEREAS, the City desires to retain the services of a competent and qualified recycling contractor to accept and process Recyclables and market Recovered Materials from within the City of Port Orange; and

WHEREAS, the County of Volusia has a contract for these services with the Contractor and the Contractor has agreed to provide these same services for the City under the same terms and conditions; and

WHEREAS, the County of Volusia contract with the Contractor provides that any city in Volusia County may elect to be covered under the same terms, conditions, and compensation as set forth in the Agreement if: (a) the city provides written notice of such election to Contractor and County; and (b) the city agrees that its participation under the Agreement shall continue for the duration of the then current term or extension of the Agreement; and

WHEREAS, if it is determined that a service designed to meet the needs of the City is already available and has been bid and awarded previously by another governmental agency, the City may award the contract to that provider without re-bidding for the same service pursuant to Section 11.01 of the City purchasing policies; and

WHEREAS, the City currently is under contract with the Contractor for these same services, and such contract is due to expire on September 30, 2014; and

WHEREAS, the Contractor has been deemed competent and qualified to accept and process Recyclables and market Recovered Materials from within the City.

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

SECTION 1. DEFINITIONS.

For the purposes of this Agreement for Recyclable Materials Processing and Marketing services, hereinafter referred to as "Agreement," the definitions contained in this section shall apply

unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- (A) "Agreement Administrator" shall mean that person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- (B) "Designated Disposal Facility" shall mean the place or places designated by the City for the disposal of Residue or Residuals.
- (C) "Program" shall mean the City of Port Orange Recycling Program as it may from time to time be defined by the City.
- (D) "Designated Recycling Facility" shall mean the place or places specifically designated by the City for the tipping of Recovered Materials.
- (E) "Recycling/Recovered Materials" shall mean the items collected and separated by City contracted hauler(s) to be delivered to the Designated Recycling Facility and included in the program for processing by Contractor.

Materials will be collected in a "Dual Sort" process and designated as "Fiber" and "Container" goods as defined as follows:

- **Fiber:** Shall include: paper, newspapers, telephone books, ledger grade office paper, white office paper, old corrugated cardboard (OCC), cereal boxes without liners, junk mail, magazines and any other materials as may be identified and mutually agreed upon between City and Contractor from time to time.
 - **Containers:** Shall include: plastic containers including polyethylene terephthalate (PET), high-density polyethylene (HDPE), and food containers (plastic 1-7), bi-metal/steel cans, aluminum cans, glass food and beverage containers (clear, green and brown in color) and any other materials as may be identified and mutually agreed upon between City and Contractor from time to time.
- (F) "Recovered Materials" shall mean Recyclables which have been collected, separated and processed into marketable form.
 - (G) "Recovered Materials Payment" shall mean the monthly payment due to the City from the Contractor calculated in accordance with the provisions and requirements of Sections 8 and 9 of this Agreement.

- (H) "Residue or Residuals" shall mean the portion of the Recyclables accepted by the Contractor which are not converted into Recovered Materials due to spoilage or the inclusion of contaminants; such Residuals shall be contained in a roll-off for disposal by the Contractor at a City designated disposal facility at no cost to the City. Residual wastes shall be hauled by a franchised hauler.
- (I) "Residual Allowance" shall mean the percentage of weight which may be deducted from the gross weight of each type of Recyclable received under the Program to determine the net amount of Recovered Materials.
- (J) "Ton" shall mean 2,000 pounds.

SECTION 2. PURPOSE.

The purpose of this Agreement is for the Contractor to accept and process Recyclables and market Recovered Materials from City in a manner set forth in this Agreement.

SECTION 3. TERM.

The term of this Amended and Restated Agreement shall commence on October 1, 2014 and continue for eight (8) years (the "Term"), unless terminated earlier as provided herein. At the end of the Term the City may, at its sole discretion, renew the Agreement for one (1) additional eight (8) year term. The City shall notify the Contractor of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred twenty (120) days prior to the expiration of the initial term. In the event the Agreement is renewed, the City may, at the end of the eight (8) year option period, either renegotiate the term and conditions of a new Agreement with the Contractor or request bids from qualified contractors to provide recyclable materials processing and marketing services.

SECTION 4. RESPONSIBILITIES OF CITY.

City is responsible for the quality of performance of its curbside haulers in the delivery of materials to Contractor.

SECTION 5. RESPONSIBILITIES OF CONTRACTOR.

- (A) Contractor shall be responsible for providing and maintaining a recycling facility or facilities or transfer depots to accept and process Recyclables and market Recovered Materials. Tomoka Farms Road, Daytona Beach, Florida is mutually agreed upon by City and Contractor to be designated as the recycling facility.
- (B) Contractor shall accept deliveries of Recyclables from City-franchised solid waste haulers at said facility Monday through Friday of each week between the hours of 7:00 a.m. and 5:00

p.m. Contractor shall not be required to accept deliveries of Recyclables on Thanksgiving Day, Christmas Day, or New Year's Day as set forth in Section 6 of this Agreement. Contractor shall accept deliveries of Recyclables on the Saturday immediately following Thanksgiving Day, Christmas Day, and New Year's Day.

- (C) Contractor shall assure a safe and reasonable truck turnaround time not to exceed twenty (20) minutes after the initial weigh-in, barring circumstances beyond the Contractor's control.
- (D) Contractor shall assist the City in orientation and coordination of its recycling program with City personnel and franchised haulers.
- (E) Contractor shall, at no additional charge, provide other services as may be required to assist in the initiation and implementation of the recycling program (i.e., meeting with City personnel).
- (F) Contractor shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (G) Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of this Agreement. Contractor shall provide the City with proof of all necessary permits and licenses concerning the acceptance and processing of Recyclables and the marketing of Recovered Materials.
- (H) Contractor shall, pursuant to the requirements of City and Section 403.706(7), Florida Statutes, or its successor provisions, maintain certifiable records and provide to the City a copy of its annual report filed with the Department of Environmental Protection, of the volume of all Recyclables received and processed and Recovered Materials marketed pursuant to the Agreement.
- (I) Contractor shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that it is qualified, approved, and licensed to accept and process Recyclables and market Recovered Materials pursuant to federal, state, and local law. A copy of the current certification shall be provided to the City each year this Agreement is in force.
- (J) Neither the City's review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the Contractor shall be construed to operate as a

waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of, or failure to perform, its responsibilities under this Agreement.

- (K) All materials will be marketed to Contractor's choice.
- (L) Contractor shall pay for educational material promoting recycling at a maximum expenditure equivalent to \$0.10 per single-family residential customer per year. The Agreement Administrator or designee shall approve content and style prior to publication.

SECTION 6. HOLIDAYS.

Thanksgiving Day, Christmas Day, and New Year's Day shall be holidays. Contractor shall not be required to accept or process Recyclables, or maintain office hours on these designated holidays. Contractor shall be open all other days (except Saturdays and Sundays) throughout the year as noted in Section 5(B) of this Agreement.

SECTION 7. EMERGENCY SERVICE PROVISION.

Contractor shall be required to have operational hours on Saturdays in the event of natural disasters or emergencies with twenty-four (24) hours advance notification from the City. Contractor reserves the right to reject material damaged/contaminated by disaster. Contractor shall immediately notify City of the hauler vehicle number that is rejected.

SECTION 8. PROCESSING FEE.

- (A) City agrees to pay a processing fee of \$35.00 per ton for all dual sort Recycling/Recovered Materials. City agrees to pay the same processing fees for dual sort institutional recyclables.
- (B) The foregoing processing fees shall be deducted by Contractor from the monthly Recovered Materials Payment due City.
- (C) The foregoing processing fees shall be adjusted beginning on November 1, 2016, and on November 1 of every second year thereafter (i.e. 2018, 2020, etc.) during the term of this Agreement using the Producer Price Index – Commodities – Series ID: WPUFD49502 published by the Bureau of Labor and Statistics, which shall be applied in the following manner: $\$35.00 \times (\text{Index Value corresponding to July 1 of the adjustment year (i.e. 2016, 2018, 2020, etc.)} / \text{Index Value corresponding to July 1, 2014})$. Processing fee changes, if any, shall take effect from November 1 of an adjustment year forward until the next adjustment. In no event shall the fee fall below \$35.00 / Ton.

SECTION 9. COMPENSATION.

(A) All Fiber Material:

Contractor shall pay 70% of the high range Processor's price in the South Region as presented in the Yellow Sheet of the Official Board Market ("OBM") Publication for Mixed Paper (2), minus a 7% Residual Allowance and an additional 7% moisture deduction.

(B) Co-mingled Containers:

The weight of all Containers delivered to Contractor shall be reduced by fifty percent (50%) to account for glass and by an additional seven percent (7%) for a Residual Allowance.

Contractor shall pay \$100.00 per ton based upon the weight of Containers after the glass reduction and Residual Allowance.

(C) Contractor shall pay \$0 per Ton for all single stream recycling material and City agrees to limit those loads to the rural route vehicle trucks. Contractor is authorized to charge haulers of single stream loads a processing fee not to exceed \$35.00 per Ton. Said fees may be adjusted upward based upon the change in the producer price index based upon the same calculation and on the same anniversary dates as set forth in Section 8(C) of this Agreement.

(D) The Parties hereby acknowledge and agree that the sources set forth in Section 9(A) of this Agreement reasonably reflect changes in the market price for each Recovered Material, and are reliable sources for the purpose of determining the compensation paid to City. In the event that either (1) this source ceases to publish information necessary for the determining price paid per Ton, or (2) both Parties reasonably conclude that such information published in these sources no longer accurately reflects the market price for Recovered Materials, the Parties shall agree on a substitute index or renegotiate the terms of this Agreement.

(E) City and Contractor may mutually agree to discontinuing or adding any Recyclable material under this program.

(F) City and Contractor agree that under no circumstances shall City owe Contractor money for any compensation period regardless of whether processing fees exceed the calculated Recovered Materials Payment. In the event that processing fees exceed the Recovered Materials Payment for any three (3) calendar months in any twelve (12) calendar month period, Contractor shall have the right to terminate this Agreement by providing City one hundred eighty (180) days' written notice prior to termination. During the one hundred

eighty (180) day period following the giving of notice of termination pursuant to this Section 9(F), City shall be required to make payment of all processing fees and any other fees required pursuant to this Agreement, regardless of whether said fees are more than the amount of the calculated Recovered Materials Payment.

SECTION 10. PAYMENT AND DOCUMENTATION.

- (A) Payment shall be made to City once per month, with the documentation set forth in Section 10(C) below for Recycling/Recovered Materials received by Contractor during the month for which payment is being made. Said documentation shall include the following:
- (1) The gross weight of all Fiber delivered to Contractor's facilities during the month; and
 - (2) The gross weight of all Containers delivered to Contractor's facilities during the month.
- (B) The collection month shall begin on the 1st day of the month and end on the last day of the month. Contractor shall make its monthly payment on or before the 15th day following the last day of the month for which payment is due. Contractor shall remit payment to City: City of Port Orange, Attention: Finance Department, 1000 City Center Circle, Port Orange, Florida 32129.
- (C) Documentation shall be received as described in Section (B) above, and consist of a monthly computer generated printout of all tickets including computer generated tare weight tickets for each load. Tare weight ticket information must including recycling center name and address, hauler name, vehicle number, ticket number, date the load was picked up, gross weight of load, tare weight of load, net weight of load, time the truck was weighted in, and time the truck was weighed out. Data from each ticket must be input into an electronic format, acceptable to City. The following information shall be included: hauler name, ticket number, load pick-up date, weight of load, weight of each commodity, total throw-out weight (based on the Residual Allowance percentage), and total net weight, total amount paid for each commodity, and total amount paid for each tare weight ticket.
- (D) Contractor's accounting system shall be adequate to provide the records required under this Agreement. Such system shall be operational and subject to review and approval by the Agreement Administrator thirty (30) days prior to the commencement of services under this Agreement.

- (E) Contractor shall maintain accounting records pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and shall make such materials available for inspection by City or its agent upon three (3) days' written notification.
- (F) City makes no covenant or promise as to the volume or weight of Recyclables available, nor that Contractor will be able to market Recovered Materials during the term of this Agreement. City covenants that through the life of this Agreement, Contractor shall be the exclusive contractor for the purpose of processing curbside Recyclables and marketing Recovered curbside Materials on behalf of City.
- (G) City may perform or have performed an audit of the records of Contractor as deemed necessary to verify the performance of this Agreement. Contractor covenants and agrees to keep books and records of Recyclables received, Recyclables and Recovered Materials sold, and the rates at which such Recyclables and Recovered Materials were sold in a manner consistent with its general corporate policy and generally accepted accounting principles. All such books and records shall be available for inspection, not more than twice per year, by City and its agents at Contractor's headquarters upon three (3) days' notice to Contractor, during regular business hours, to inspect, examine and take notes, extracts and memoranda from the books and records. Contractor agrees to cooperate fully and aid in any examination or audit. In the event that there shall be any difference between the gross sales as reported by Contractor and as computed by City or its representatives upon any examination or audit, Contractor shall pay such further sum immediately upon demand, and if the difference exceeds three percent (3%), Contractor shall pay the cost and expense of the examination and audit of Contractor's books and records. Such books and records shall be retained by Contractor for at least three (3) years after the end of the lease year covered thereby.

SECTION 11. INTENTIONALLY LEFT BLANK.

SECTION 12. RESIDUAL DISPOSAL AND HAZARDOUS WASTE PROCEDURES.

- (A) City will establish procedures with its haulers to remove hazardous waste from loads before delivery to Contractor. Contractor will use reasonable business efforts to establish procedures to monitor and examine waste and attempt to identify hazardous waste before delivery vehicles (whether those of City or third parties) leave the facility site.

- (B) Contractor shall maintain a log on-site to record each occasion of delivery of hazardous materials to site, and shall require the driver of the hauler vehicle delivering such hazardous materials to initial the log, showing the general quantity and description of such materials. Contractor shall notify City's Environmental Specialist in writing of any such occurrence as soon as possible, which shall be no more than two (2) business days from occurrence.
- (C) City will provide proper disposal of all hazardous waste materials from the unincorporated areas of Volusia County at no cost to Contractor if Contractor follows the following procedures:
- (1) Notify City within one (1) hour of the discovery of the delivery of hazardous materials to Contractor's facilities. The notification must, to the extent reasonably possible, identify the hauling company, truck number, and the area serviced by such truck. If known by Contractor this information must also be recorded in written form and transmitted to City at the end of the day.
 - (2) Contractor shall photograph the hazardous materials as originally found by Contractor.
 - (3) Contractor may remove such hazardous waste from the pit, tipping floor or any other location at its facility and return it to the hauler's vehicle if it is still on-site.
 - (4) Contractor may use any reasonable methods immediately available to it, including arranging for immediate disposal, to prevent hazardous waste from causing dangerous conditions to life or property or from violating any applicable law, rule, or regulation related to hazardous waste, prior to its removal by City.
 - (5) Contractor shall cooperate with City with regard to City's obligations to store, test, identify, protect, contain, promptly remove and dispose of such hazardous waste.
 - (6) Contractor will provide adequate fuel containment or double walled storage tanks to prevent spillage. If spillage occurs outside of containment area it will be immediately addressed in accordance with Florida Statutes 376 and 403, and 40 CFR 302, reportable quantities.
- (D) Contractor shall, at its own expense, and without right of reimbursement from City, transport and dispose of all Residuals at a Designated Disposal Facility. Contractor shall be required to obtain a weigh ticket at such Designated Disposal Facility and shall be solely

responsible for all tip fees. Contractor will not be charged for segregated glass cullet residue.

- (E) Contractor agrees that if Contractor breaches any of its obligations under this Section 12, then in addition to all other remedies available to City by law or in equity, Contractor shall pay, as liquidated damages (it being understood and agreed that actual damages would be very difficult to assess, but such liquidated damages are a fair estimate of the actual damages), an amount equal to Two Hundred Sixty-Five and No/100 Dollars (\$265.00) per day for each and every day that such non-compliance continues after three (3) days' written notice to Contractor or, if the non-compliance is of a nature that cannot be reasonably cured within three (3) days, then upon Contractor's failure to commence and prosecute to completion the cure with reasonable diligence.

SECTION 13. FACILITIES AND EQUIPMENT.

Contractor shall provide all facilities, equipment, supplies, and transportation necessary for the provision of the services specified in this Agreement, unless otherwise expressly agreed by the Parties in writing.

SECTION 14. INTENTIONALLY LEFT BLANK.

SECTION 15. MULTI-FAMILY/COMMERCIAL.

Contractor agrees to promote multi-family housing complex and commercial recycling programs to the community.

SECTION 16. INTENTIONALLY LEFT BLANK.

SECTION 17. REPRESENTATIVES OF CITY AND CONTRACTOR.

- (A) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. City shall designate in writing an Agreement Administrator to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The Agreement Administrator shall have the authority to transmit instructions, receive information and interpret and define City's policy and decisions pertinent to the work covered by this Agreement.
- (B) Contractor shall designate or appoint one or more representatives of the Contractor who are authorized to act on behalf of Contractor, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep City continually advised of such designation. Contractor designee shall provide and maintain a twenty-four (24) hour per day emergency contact number and shall

provide emergency response within one (1) hour of emergency notification. Contractor shall also have an English speaking supervisor at the Facility at all times of operation.

SECTION 18. QUALITY OF PERFORMANCE OF CONTRACTOR.

- (A) It is the intent of City to ensure that Contractor provides a quality level of processing and marketing services. Contractor agrees that if Contractor breaches any of its obligations under this Section 18 or Section 11 of this Agreement, actual damages would be difficult to access and therefore, Contractor shall be assessed, as liquidated damages, an amount equal to Two Hundred Sixty-Five and No/100 Dollars (\$265.00) per day for each and every day that such non-compliance continues after three (3) days' written notice to Contractor or, if the non-compliance is of a nature that cannot be reasonably cured within three (3) days, then upon Contractor's failure to commence and prosecute to completion the cure with reasonable diligence, for breach of the requirements of this Agreement.
- (B) The Agreement Administrator may assess liquidated damages pursuant to this Section and shall, at the end of each month, notify Contractor in writing of the liquidated damages assessed. In the event Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, file its written protest to the City Manager at the address listed in Section 28, which protest shall contain its defense to such assessment. The City Manager shall grant or deny the protest by written order within ten (10) working days from the date of receipt of the protest. If Contractor is dissatisfied with the order of the City Manager, it may request an appeal of the decision to the City Council. The City Council's decision shall be final.
- (C) This section shall not operate to limit the availability of injunctive remedies for breach of this section or Section 11, nor shall it limit the availability of any remedies at law or equity for breaches of any sections of this Agreement, nor shall it limit the Contractor's ability to seek judicial review of the imposition of liquidated damages.

SECTION 19. FILING OF REQUESTED INFORMATION AND DOCUMENTS.

- (A) In addition to any other requirements of this Agreement, Contractor shall be required to file statistical and other pertinent information pertaining to Recyclables received and Recovered Materials marketed, as may be required by City to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be required by City from time to time.

- (B) Contractor shall file and keep current with City all documents and reports required by this Agreement.

SECTION 20. BOOKS AND RECORDS.

- (A) Contractor shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Agreement and all others. Such records shall be kept separate and apart from all other records maintained by Contractor.
- (B) City or its designee shall have the right to review all records maintained by Contractor related to this Agreement on three (3) days' written notice.

SECTION 21. INTENTIONALLY LEFT BLANK.

SECTION 22. MOST FAVORED NATION CLAUSE.

Contractor agrees that City is granted the same terms as are then or may thereafter be granted to any other party Contractor may contract with.

SECTION 23. PERFORMANCE INSTRUMENT.

The City may request in writing a performance instrument in the event that Contractor fails to comply with all of the terms of this Agreement and thereafter fails to cure as set forth in Section 29(B)(7) of this Agreement. Upon such written request the Contractor shall post and maintain with City a cash bond, a surety bond or some other comparable security instrument (irrevocable standby letter of credit shall be acceptable), to be approved by the City Attorney, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Any surety bond shall bind Contractor and the surety jointly and severally to City as obligee. The bond or other security instrument shall be given as security for and shall be conditioned upon the faithful performance and discharge by Contractor of all material obligations imposed on it under this Agreement, and any resolution of the City Council pertaining to this Agreement. The bond or security instrument shall remain in effect during the term of this Agreement (and during any renewal or extension thereof); and the bond or security unit may not be modified, canceled or terminated until thirty (30) days after receipt by the City Manager of two copies of such written notice of any intent to modify, cancel, terminate or refuse to renew the bond or cancel the bond or withdraw the security. The original of the bond or security instrument shall be filed with and maintained by the City Clerk. All rights reserved to City with respect to the surety bond or security instrument are in addition to all other rights of City, whether granted or reserved by this Agreement or otherwise authorized by law; and no action, proceedings or exercise of a right with respect to the bond or security instrument shall affect any other right which City may have.

SECTION 24. INSURANCE.

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	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 Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	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		Full replacement value	

Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage shall clearly demonstrate the underlying coverages/policies that are included.

If Contractor fails to secure and maintain the liability insurance coverage required herein, Contractor shall be liable to the City and agrees to indemnify, defend, and hold harmless City against all claims, actions, losses or damages that would have been covered by such insurance.

Contractor shall maintain a retroactive date prior to or equal to the effective date of this Agreement. Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. Contractor's purchase of the SERP shall not relieve Contractor of the obligation to provide replacement coverage.

(1) Types of Insurance.

- (i) Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of Contractor employed or hired to perform or provide work or services under this Agreement or that is in any way connected with the Designated Recycling Facility, without exclusion for any class of employee, and shall comply with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits not less than the statutory amount shown above per occurrence.

Contractor and its subcontractors, or any associated or subsidiary company doing work on the Designated Recycling Facility must be named in the workers' compensation coverage or provide proof of their own workers' compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if Contractor's subcontractors fail to obtain workers' compensation insurance and a claim is made against the City by the uncovered employee of said subcontractor of Contractor, Contractor shall indemnify, defend, and hold harmless City from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- (ii) Commercial General Liability Insurance. Commercial General Liability Insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for Contractor's operations and "broad form" property damage coverage protecting itself, its employees, agents, subsidiaries, tenants, invitees and their employees or

agents from claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Contractor or by any of its subcontractors arising from Work or Services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated Agreement contractual liability coverage endorsement, indicating expressly Contractor's agreement to indemnify, defend and hold harmless City as provided in this Agreement. The commercial general liability policy shall be endorsed to include City as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the City Risk Manager.

- (iii) Motor Vehicle Liability. Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

(2) General Insurance Requirements:

- (i) All insurance policies 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.
- (ii) Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the

entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

- (iii) Waiver of Subrogation. Contractor hereby waives all rights against City and its subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including worker's compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. Contractor shall require similar waivers from all its contractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation and general liability).
- (iv) City Not Liable for Paying Deductibles. For all insurance required by Contractor, City shall not be responsible or liable for paying deductibles for any claim arising out of or related to Contractor's business or for Contractor's benefit under this Agreement.
- (v) Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing City's Risk Manager and the Purchasing Department with copies of notices of cancellation under this Agreement within thirty (30) calendar days of receipt of such notice or change.

(3) Proof of Insurance.

- (i) Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- (ii) Contractor shall furnish proof of insurance acceptable to City prior to or at the time of execution of this Agreement and Contractor shall not commence operations pursuant to this Agreement until Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by City. This Agreement may be terminated by City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to

City or Contractor fails to maintain the insurance required under this Agreement during the term of this Agreement.

- (iii) All certificates of insurance shall clearly indicate that Contractor has obtained insurance of the type, amount and classification required by this Section. This Agreement may be terminated by City, without penalty or expense, if proof of any insurance required hereunder is not provided to City.
- (iv) Contractor shall file replacement certificates with City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, City expressly reserves the right to renew the insurance policies at Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

SECTION 25. ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR.

- (A) Uses Not Permitted. Contractor shall not use or permit the Designated Recycling Facility or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Substances or Special Waste, as defined in the Environmental Protection Act, except, and only to the extent, if necessary for business operations or to maintain the improvements on the Designated Recycling Facility and then, only in compliance with all local, state and federal environmental regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee or agent of Contractor (collectively, "Contractor's Agents"), the storage, transportation disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials to the air, water or soil of the City of Port Orange. The use, storage, treatment, transportation, disposal or use of Hazardous Materials and Special Wastes in amounts ordinarily found in the inventory of or used in the operation and maintenance of existing facilities shall be in compliance with all local, state and federal environmental regulations.
- (B) Compliance with Environmental Regulations. Contractor shall comply with all applicable federal, state, or local environmental laws and valid judicial and written administrative orders related to the Designated Recycling Facility or operations thereon, including, but not

limited to, any applicable reporting or response requirement triggered by a spill or release of a Hazardous Substance or Special Waste, as defined in the Environmental Protection Act, occurring after the Commencement Date. Upon the occurrence of any release or threat of release of Hazardous Materials or Special Waste on, from or beneath the Designated Recycling Facility or landfill caused by Contractor or Contractor's Agents during the term of this Agreement, Contractor shall promptly notify City of the release or threat of release and shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to City, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials or Special Wastes so released to, on, from or beneath the Designated Recycling Facility or landfill, in compliance with all local, state and federal environmental regulations. Contractor shall be responsible for any environmental release or hazard described above. Such liability includes, but is not limited to fines, legal fees, consultant fees, and other costs required to bring into compliance any activity, use or occupancy of the Designated Recycling Facility or landfill which creates an environmental release, violation or hazard.

SECTION 26. INDEMNIFICATION.

- (A) Contractor shall indemnify, save, hold harmless, and defend City, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) based upon injury to persons, including death or damage to property arising out of, resulting from, or incident to Contractor's performance of its obligations under this Agreement, or in conjunction with Contractor's use and occupancy of the Designated Recycling Facility or use of the landfill, unless such injury or damage is occasioned by the negligence of City.
- (B) Contractor shall indemnify, save, hold harmless, and defend City, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by Contractor, its agents, employees,

or successors and assigns in conjunction with Contractor's use and/or occupancy of the Designated Recycling Facility or the Landfill.

- (C) Contractor shall defend, indemnify and hold harmless City, and each of its employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorney's fees, including without limitation, attorney's fees incurred to enforce the indemnification contained in this Section, consultants' fees, investigation and laboratory fees, liabilities, settlements, reasonable attorney's fees, court costs, and expert fees, damages, losses, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (1) release or threat of release, by Contractor or any of Contractor's Agents, of any Hazardous Materials or Special Waste on, from or beneath the Designated Recycling Facility or the Landfill during the term of this Agreement, (2) any personal injury (including wrongful death) or property damages (real or personal) arising out of or related to Contractor or Contractor's Agents' use of, or exposure to, Hazardous Materials or Special Waste, (3) any lawsuit brought or threatened, settlement reached (five (5) days' prior notice of which City shall have delivered to Contractor) as a result of the Release of Hazardous Materials or Special Wastes caused by Contractor or Contractor's Agents during the term of this Agreement, (4) any breach by Contractor or Contractor's Agents of Article C of this Agreement, and/or (5) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs as a result of the release or threat of release, use or storage of Hazardous Materials caused by Contractor or Contractor's Agents during the term of this Agreement. Contractor's obligation to City and the other indemnities under the foregoing indemnification shall be without regard to fault on its part with respect to the violation of any Environmental Regulation, which results in liability to any indemnity.
- (D) Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection of this Agreement in which contract the subcontractor fully indemnifies City in accordance with this Agreement.
- (E) The provisions of this Section 26 shall survive the termination or early cancellation of this Agreement.
- (F) Sovereign Immunity. City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed

as a waiver of immunity or limits of liability of City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount of liability of City for damages regardless of the number or nature of claims in tort, equity or Agreement shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against City, which would otherwise be barred under the doctrine of Sovereign Immunity or operation of law.

SECTION 27. POINT OF CONTACT.

The day-to-day dealings between Contractor and City shall be between the Contractor's representative (Section 17(B)) and the Agreement Administrator.

SECTION 28. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or by facsimile as provided below, or sent by certified, return receipt requested, United States mail as follows:

FOR CITY:

City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501 – telephone
(386) 756-5208 - facsimile

FOR CONTRACTOR:

G.E.L. Corporation
Attention: Milton Eugene Evans, Jr., President
1200 South Leavitt Avenue
Orange City, Florida 32763
(386) 775-5385 - telephone
(386) 775-0355 - facsimile

And:

City of Port Orange
Attention: Public Works Director, Agreement Administrator
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e., printed) after 4:30 p.m. or on weekends or holidays, shall be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

SECTION 29. TERMINATION OF AGREEMENT.

- (A) This Agreement may be terminated by City for cause upon thirty (30) days' written notice.
- (B) City may terminate this Agreement, except as otherwise provided below in this Section, by giving the Contractor thirty (30) days' advance written notice, to be served as provided in section 28 of this Agreement, upon the happening of any one of the following events:
 - (1) The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated, in which case said default shall be deemed immediate; or
 - (3) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) Contractor has defaulted, by failing or refusing to pay in a timely manner the Recovered Materials Payment, administrative charges or other monies due City and said default is not cured within thirty (30) days of receipt of written notice by City to do so; or
 - (5) Contractor has defaulted by allowing any final judgment for money after having waived or exhausted all rights of appeal, to stand against it unsatisfied and said

default is not cured within thirty (30) days of receipt of written notice by City to do so; or

- (6) In the event that the monies due City under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, Contractor shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to City Attorney; or
- (7) Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any applicable rules and regulations promulgated by City or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and said default is not cured with thirty (30) days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate, (i) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.)
- (C) Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of City regardless of whether City has corrected each individual condition of default, Contractor shall be deemed a "habitual violator," shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. City shall thereupon issue Contractor a final warning citing the circumstance therefore, and any single default by Contractor of whatever nature, subsequent to such final warning, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, City may terminate this Agreement upon giving a

written final notice to Contractor, such cancellation to be effective upon the date specified in City's written notice to Contractor, and Contractor shall have no further rights hereunder. Immediately upon the specified date in such final notice, Contractor shall proceed to cease any further performance under this Agreement.

- (D) In the event of the aforesaid events specified in subsection (B) and (C) above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of City under this Agreement to Contractor shall cease, and City shall have the right to call the performance instrument set forth in Section 23 of this Agreement and shall be free to negotiate with other contractors for the performance of the herein specified services.

SECTION 30. INDEPENDENT CONTRACTOR.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of Contractor to City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Contractor an employee of City and Contractor shall be entitled to none of the rights, privileges or benefits of City of Port Orange employees.

SECTION 31. EMPLOYEE STATUS.

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights and privileges granted to City's officers and employees either by operation of law or by City.

SECTION 32. EQUAL OPPORTUNITY EMPLOYMENT.

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 33. RIGHT TO REQUIRE PERFORMANCE.

The failure of City at any time to require performance by Contractor or any provision hereof shall in no way affect the right of City thereafter to enforce same. Nor shall waiver by City of any breach of any provision hereof be taken or held to be a waiver of any rights with respect to any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 34. ASSIGNMENTS.

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City Council. City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor. Any assignment of this Agreement made by Contractor without the express written consent of the City Council shall be null and void and shall be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of City under this Agreement to Contractor shall cease, and City shall have the right to call the performance instrument set forth in Section 23 of this Agreement and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of Contractor.

SECTION 35. SUBCONTRACTORS.

In the event that Contractor, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, Contractor shall secure the prior written approval of City.

SECTION 36. LAWS TO GOVERN.

This Agreement shall be governed by the laws of the State of Florida and Volusia County, both as to interpretation and performance. The parties agree that venue for any legal action filed arising out of this Agreement, its enforcement or interpretation, shall lie exclusively in county/state court in Volusia County, Florida. The parties hereby expressly waive a right to jury trial in any legal proceeding to enforce or interpret the terms hereof.

SECTION 37. SEVERABILITY.

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

SECTION 38. CONFLICT OF INTEREST.

Contractor agrees that Contractor shall not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of Contractor's obligations under this Agreement with City. Determination of conflict of interest shall be at the sole discretion of City.

SECTION 39. ENTIRE AGREEMENT.

- (A) It is understood that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.
- (B) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties hereto.

SECTION 40. NO CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall retain the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 41. MISCELLANEOUS.

Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire or explosion other than fire or explosion caused by the negligent or intentional act of Contractor, its employees or agents, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party which fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any liability to perform hereunder.

SECTION 42. PUBLIC RECORDS COMPLIANCE.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services, on the dates indicated below for the purpose herein expressed.

[remainder of page intentionally left blank]

Witnesses:

G.E.L. CORPORATION

Kandi Winfrey
Printed Name: Kandi Winfrey

By: Milton E Evans JR
Milton Eugene Evans, Jr., President

Nadine Kent
Printed Name: Nadine Kent

Date: 10/30/2014

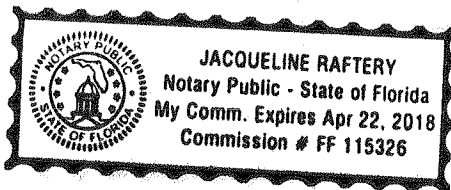
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Oct, 2014, by Milton Eugene Evans, Jr., as President of G.E.L. Corporation, a Florida corporation, and who:

[Notary: Please select one]

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

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

David T. Harden
Printed Name: David T. Harden

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: October 28, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Theresa Gutierrez
Printed Name: Theresa Gutierrez
Kimberly A. LeVan
Printed Name: Kimberly A. LeVan

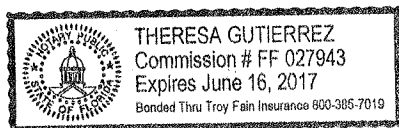
ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: October 28, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of NOV., 2014 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.



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

[CA 674]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B7c) Change Order No. 1 to Task Authorization No. 6: Police Shooting Range ITB 19-01 - Zev Cohen & Associates

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 6.

SUMMARY: Change Order No. 1 to Task Authorization No. 6 provides for an additional 210 days to complete design, permitting and bidding services and provide for a statistical tree survey and tree mitigation plan. The additional cost of \$7,860.00 is for the statistical tree survey and tree mitigation plan, bringing the total cost to an amount not to exceed \$131,860.00 for Task Authorization No. 6. Total project time for the services rendered by this Task Authorization is not expected to take more than 330 days for final completion. A separate Task Authorization shall be drafted for Construction services through the completion of ITB 19-01 Police Shooting Range Facility. This change order was driven by the city when we changed the method of ITB.

Project No.: CNE009 Funding Account No.: 314-1000-521-63-97

Presenter:

ATTACHMENTS:

1.	Change Order No 1 to Task Authorization No 6	Change Order No 1 to Task Authorization No 6.pdf
2.	Executed Task Authorization No. 6 - Dated 072318	Executed Task Authorization No. 6 - Dated 072318.pdf

Beth Unruh
Eric Fisher
Thomas Grimaldi
James Tillman
Lori Bockelman
Shannon Balmer
Jake Johansson

Created/Initiated - 12/04/2018
Approved - 12/04/2018
Approved - 12/04/2018
Approved - 12/04/2018
Approved - 12/06/2018
Approved - 12/07/2018
Approved - 12/07/2018

Robin Fenwick

Final Approval - 12/07/2018

CHANGE ORDER NO. 1
 To Task Authorization No. 6 Dated July 23, 2018
 For Master Contract for Services Dated February 14, 2017
ZEV COHEN & ASSOCIATES, INC., Contractor

Project: Police Shooting Range Facility (ITB19-01)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$124,000.00	Original Contract Times 120 Days NTP Date: August 6, 2018 Final Completion: December 4, 2018
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: Original Contract Price: \$124,000.00	Contract Completion Date prior to this Change Order: Final Completion: December 4, 2018
Net Increase (decrease) of this Change Order No. 1: \$7,860.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 210 days
Contract Price with all approved Change Orders: \$131,860.00	Contract Times with all approved Change Orders: (Task Authorization No. 6 – 120 days Change Order No 1 – 210 days) Final Completion: July 2, 2019 (330 days)

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under Task Authorization No. 6 entered into by and between the parties on July 23, 2018 and Master Contract for Services dated February 14, 2017.
- II. REQUIRED CHANGES: To provide for an additional 210 days to complete design, permitting and bidding services and provide for a statistical tree survey and tree mitigation plan. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No. 6 under the Master Contract for Services dated February 14, 2017, subject to a limit up to but not to exceed \$7,860.00, for a total revised Task Authorization No. 6 amount not to exceed \$131,860.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

ZEV COHEN & ASSOCIATES, INC.
Contractor

By: _____
Printed Name: Thomas Grimaldi
Title: Chief of Police

By: _____
Printed Name: M. Dwight Durant
Title: Director

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

N/A
City's Representative

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Thomas Grimaldi
Title: Chief of Police

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

EXHIBIT “A”

Zev Cohen & Associates, Inc.

Dated December 5, 2018

Consisting of 3 Page(s)

Page 1 of 3

Zev Cohen & Associates, Inc.

December 5, 2018

Scope of Work Zev Cohen & Associates, Inc. (ZCA) has been requested to provide additional scope in the form of a change order to Task Authorization #6. Additional scope of work includes a Specimen & Historic Tree Census, Statistical Tree Survey and Tree Mitigation Plan for the Police Shooting Range Facility. The proposed scope of work is based off the current design project area.

Task 4.0 ARBOR SERVICES

A. Specimen and Historic Tree Census:

ZCA shall field locate and identify all Specimen and Historic Trees within the 20 acre limits of construction. The majority of the construction area is planted pine, so no Specimen or Historic trees are anticipated in the planted pine. The naturally vegetated areas on the north Locations shall be obtained utilizing a differential GPS. Should greater precision be required, a surveyor will be required for tree location.

B. Statistical Tree Survey:

ZCA shall coordinate with the City of Port Orange to have our statistical tree survey methods approved. Following approval by Port Orange, ZCA shall conduct a statistical tree survey and will establish 3 plots in the planted pine and 2 plots in the naturally forested habitat (5 plots total) and will measure and locate (with differential GPS) all trees two (2) inches or greater in each plot. ZCA will provide tree densities per acre and this data will be extrapolated for replacement tree stock in preservation areas. These data shall be provided to the landscape architect for use in their tree replacement calculations.

Task 5.0 LANDSCAPE ARCHITECTURE SERVICES

A. Tree Protection Plan:

ZCA shall tabulate the tree data collected in the tree survey and produce a tree protection plan which shows the location of the survey plots and trees within the plots. Specimen trees to remain and to be removed will also be shown on the plan as will tree preservation areas, and any required landscape buffers.

B. Tree Preservation Calculations:

ZCA shall calculate and provide tabulations, on the Tree Protection Plan, for specimen tree preservation, 15% tree preservation, and required trees (1 tree per 2,500 square feet).

Cost of Additional Work for Tasks 4.0 and 5.0: The City and Engineer agree that the total cost of the work to be performed under this Change Order for Task Assignment No. 6 shall not exceed SEVEN THOUSAND EIGHT HUNDRED SIXTY dollars and 00/100 cents (\$7,860.00).

Original Task Authorization No. 6 Cost of Work for Tasks 1.0 through 3.0: ONE HUNDRED TWENTY FOUR THOUSAND dollars and 00/100 cents (\$124,000.00).

New Total Cost of Work: The City and Engineer agree that the total cost of the work to be performed under this Change Order for Task Authorization No. 6 shall not exceed ONE HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED SIXTY dollars and 00/100 cents (\$131,860.00).

BWS/ejd
12071c04 T.A.#6_CO1_ExhibitA.doc

TASK AUTHORIZATION NO. 6
Master Contract for Services dated February 14, 2017
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and ZEV COHEN & ASSOCIATES, INC., a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Bidding and Construction Administration as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within 120 days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$124,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.
6. The Contract Administrator may be contacted as follows:
Thomas Grimaldi, Police Chief
4545 Clyde Morris Blvd., Port Orange
(386) 506-5870
tgrimaldi@port-orange.org

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight DuRant, Director

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

Printed Name: _____

Date: June 5, 2018

Witnesses:

Kiley Provenzano
Printed Name: Kiley Provenzano

D. Massey
Printed Name: Deanna Massey

Witnesses:

Kiley Provenzano
Printed Name: Kiley Provenzano

D. Massey
Printed Name: Deanna Massey

[CA 5673]

CITY OF PORT ORANGE

By: M.H.
M.H. Johansson, City Manager

Date: 7/23/18

ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 7/23/18



Exhibit “A”

Zev Cohen & Associates, Inc.

Dated June 5, 2018

Consisting of 2 Page(s)

Zev Cohen & Associates, Inc.

June 5, 2018

Scope of Work Zev Cohen & Associates, Inc. (ZCA) has been requested to provide a Design for the Police Shooting Range Facility, preparation of Permitting/Bid documents, and conduct Bid meeting for the City of Port Orange. Design of the facility will be based on the previous conceptual work prepared in advance of this proposal. ZCA shall use an architectural consultant for the design of building structures.

Task 1.0 DESIGN

A. Scope of Services:

1. Prepare set of civil site and architectural construction plans with a minimum of the following design elements:
 - Civil Site Plan including paving, grading and drainage improvements
 - Stormwater Management Treatment Ponds
 - Two (2) Qualification Ranges (firing lines at 3,7,15,25, and 50 yard lines) with 15 firing positions for each range (30 total) plus interconnecting concrete sidewalks
 - Rifle Range (firing lines at 100, 200, & 300 yard lines) with 8 shooting positions
 - Combined Steel Target and Assault range
 - Specify Prefabricated Range Storage Building (200 square feet minimum)
 - Specify Prefabricated Rest Room Building
 - Specify Prefabricated Awnings at qualification and rifle ranges
 - Range stabilized parking area
 - Range earth/impact berm (20' high w/ ballistic sand impact area)
 - Stabilized road from project entrance to paved road. Note: Improvements to existing off-site roads are not included.
 - Stabilized internal roads
 - Electrical and phone service utility provider plan coordination
2. Coordinate with City's Survey, Geotechnical, and Environmental Consultants
3. Prepare engineer's and architect's cost estimate

B. Items not included in Scope:

1. Range Lighting
2. Pneumatic targets and controls
3. Non-prefabricated structures or other buildings not identified
4. Geotechnical Exploration
5. Traffic Studies
6. Tree Mitigation
7. Landscaping Plans (site to be seeded or sodded only)
8. Utility Design

Task 2.0 PERMITTING

A. Scope of Services:

1. St. Johns River Water Management district Environmental Resource permit. ZCA will coordinate with City's environmental and survey consultants for wetland and endangered species permitting requirements.
2. City review and permitting

B. Items not included in Scope:

1. Environmental and Threatened and Endangered Species Survey
2. Wetland Survey
3. Archeological Survey
4. Well and septic permitting (to be bid as part of the contractor's scope)

Task 3.0 BIDDING

A. Scope of Services:

1. Assist City staff with Bid documents.
2. Conduct pre-Bid and Bid meeting with City staff.
3. Provide City staff with responses to technical questions from bidders.

B. Cost of Work: The City and Engineer agree that the total cost of the work to be performed under this Task Assignment shall not exceed ONE HUNDRED TWENTY FOUR THOUSAND dollars and 00/100 cents (\$124,000.00).

BWS/ejd
12071c04 T.A.#6 REV

ATTACHMENT "A" FOR EXHIBIT "A"
TASK AUTHORIZATION NO. 6
City of Port Orange, Florida

Project: Police Shooting Range Facility Design Services

ZO 12071

Description - Eligible Labor and Sub-Components	HOURS										FEES										Total
	\$180/hr	\$110/hr	\$85/hr	\$65/hr	\$50/hr	\$100/hr	\$135/hr	\$165/hr	\$200/hr	\$240/hr	\$1000/hr	\$1350/hr	\$1650/hr	\$2000/hr	\$2400/hr	\$10000/hr	\$13500/hr	\$16500/hr	\$20000/hr	\$24000/hr	
1.1 Preliminary Civil Engineering																					
Initial sheet set-up and drafting	6	10	40			40										\$4,000					\$9,700
Preliminary Construction Plan Set		40	80			80										\$8,000					\$23,480
Preliminary Drainage Calculations	24	50				10										\$1,000				\$100	\$9,500
Coordinate with Petros Manufacturing	2	40	30			20										\$2,000					\$11,510
Submit for City & POPD review		2	8			2										\$400					\$1,240
Submit for SURVMD review		2	8			2										\$400					\$1,240
Submit for Utility Provider review		2	20			1										\$300					\$2,465
Preliminary Civil Engineering Total	8	120	236			150										\$5,700					\$63,585
1.2 Final Civil Engineering																					
Address City, SURVMD, and client comments	2	30	6			40										\$4,500					\$5,680
Coordinate with Petros Manufacturing		20	6			15										\$3,000					\$5,130
Final Construction Plan Set	6	30	60			60										\$4,500					\$17,880
Final Drainage Calculations		12	40			10										\$1,800					\$7,000
Submit for City approval		2	6			2										\$300					\$1,060
Submit for SURVMD approval		2	6			2										\$300					\$1,060
Final Civil Engineering Total	8	96	124			85										\$10,100					\$37,720
2.0 Permitting																					
Prepare SURVMD Application Package		2	8			5										\$300					\$1,640
Coordinate with City consultants		30	15			8										\$4,500					\$6,875
Submit for SURVMD review		2	6			2										\$300					\$1,060
Permitting Total		34	29			13										\$4,800					\$9,575
3.0 Bidding																					
Revise Bid Documents		30	6			36										\$4,500					\$5,130
Conduct Pre-Bid Meeting and respond to Bid Comments		30	14			44										\$4,500					\$5,970
Bid Meeting and review Bids		30	14			44										\$4,500					\$5,970
Bidding Total		90	34			125										\$13,500					\$17,130
TOTAL LABOR AND SUBCONSULTANT ESTIMATE																					\$124,000

Total Estimated Project Cost:

\$124,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-60 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-60.

SUMMARY: FY19 Items

\$375,000 for Spider Excavator (from Fund 412 Drainage appr. equity)

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Budget Resolution No. 18-60	b Bud Reso 18-60 - Misc - CC Mtg 12-18-18.pdf
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Tracey Riehm	Created/Initiated - 10/30/2018
Nadia Todor	Approved - 12/06/2018
Lisa Pallante	Approved - 12/06/2018
Lori Bockelman	Approved - 12/06/2018
Matthew Jones	Approved - 12/07/2018
Jake Johansson	Approved - 12/09/2018
Robin Fenwick	Final Approval - 12/10/2018

RESOLUTION NO. 18-60

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING, AND CAPITAL FUNDS FOR THE
FISCAL YEAR 2019 BUDGET; TO BUDGET FOR A
NEW WALKING EXCAVATOR FOR THE STORM
WATER DRAINAGE DIVISION; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget \$375,000 in the Drainage
Construction Operating Fund 412 for the purchase of a new walking excavator; and

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

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

Section 2. The Budget item adopted in the preceding section shall govern the
expenditures relating to such operations for the City during the current fiscal year effective
October 1, 2018 through September 30, 2019.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

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

FY2019 Drainage Construction Operating Fund 412
Prepared: December 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	375,000
Total Revenues:	<u><u>\$ 375,000</u></u>
<u>Expenditures:</u>	
Drainage Utility - Machinery & Equipment	375,000
Total Expenditures:	<u><u>\$ 375,000</u></u>

To budget for the purchase of a Kaiser Spider Walking Excavator for the Storm Water Drainage Division.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B9) Approval of the Memorandum of Understanding (MOU) with PBA concerning Specialty Pay

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve MOU with PBA concerning specialty pay.

SUMMARY: MOU approved by PBA vote to add Crime Suppression Team (CST) members to the Specialty Pay list in section 26.6 of the collective bargaining agreement to receive \$60.00 per pay period. The additional specialty pays are already in the budget..

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	MOU-PBA Perc Certification #326 (Specialty Pay)	MOU-PBA Perc Certification #326 (Specialty Pay).pdf
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Thomas Grimaldi	Created/Initiated - 11/26/2018
William Proctor	Approved - 11/26/2018
Thomas Grimaldi	Approved - 12/03/2018
Lori Bockelman	Approved - 12/04/2018
Matthew Jones	Approved - 12/07/2018
Jake Johansson	Approved - 12/09/2018
Robin Fenwick	Final Approval - 12/10/2018

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
PERC CERTIFICATION #326**

This Memorandum of Understanding ("MOU") is entered into, separate and apart from contract negotiations, between the City of Port Orange ("City") and the Coastal Florida Police Benevolent Association, Inc. - PERC Certification #326 ("Association"), herein collectively referred to as the "parties", to modify Article 26 of the 2017-2020 Collective Bargaining Agreement ("Agreement") as follows:

The parties agree that section 26.6 of the Agreement between the City and the Association shall be amended to add "Crime Suppression Team (CST)" officer as a specialty assignment as it is the desire of both the City and the Union to provide compensation to employees assigned to this team.

This MOU shall not become enforceable by either party until signed by both parties and ratified by the Union members and Council. This MOU will be effective the first full pay period following ratification by Council. Nothing in this agreement shall limit the rights afforded under articles 2 and 3 of the collective bargaining agreement.

For the purpose of this MOU, words with (underlined) type shall constitute additions to the original text of the Agreement and words with (~~striketrough~~) type shall constitute deletions from the original text of the Agreement.

By executing this MOU, it is understood and agreed by the parties that Paragraph 26.6 of the Agreement is hereby amended to read as follows:

26.6 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes or in accordance with this contract.

- a. Specialty pay will be provided to all employees who are assigned as members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:*

<u>Specialty Assignment</u>	<u>Amount of Pay</u>
<i>Motorcycle Officer</i>	<i>\$60 per pay period</i>
<i>Emergency Response Team</i>	<i>\$60 per pay period</i>
<i>Traffic Homicide Investigator</i>	<i>\$60 per pay period</i>

<i>Field Training Officer</i>	<i>\$60 per pay period</i>
<i>Canine Officer</i>	<i>\$60 per pay period</i>
<i>Drug Recognition Expert</i>	<i>\$60 per pay period</i>
<i>Meth Team</i>	<i>\$60 per pay period</i>
<i>Crime Suppression Team</i>	<i>\$60 per pay period</i>
<i>Detective Assignment</i>	<i>\$90 per pay period</i>

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION:


PBA Executive Director

11/27/18
Date

 KEVIN C. MCGOWAN
PBA Authority/Representative

11/27/18
Date

CITY OF PORT ORANGE, FLORIDA

M. H. Johansson, City Manager

Date

Donald O. Burnette, Mayor

Date

Attest:

Robin Fenwick, City Clerk

Ratified on the _____ day of _____, _____.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B10) Approval of CDBG Amended Action Plan for Program Year 2018 and Program Year 2017 Consolidated Annual Performance and Evaluation Report (CAPER)

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve amendment to HUD CDBG Plan Year 2018 and Consolidated Annual Performance and Evaluation Report for Plan Year 2017.

SUMMARY: The City of Port Orange receives annual funding from the U.S. Department of Housing and Urban Development (HUD) for our Community Development Block Grant (CDBG). This item accomplishes two issues for our CDBG. First, staff is requesting approval of an amendment to the Program Year 2018 Action Plan.

This amendment will allow the City to use unspent money from prior plan years for the current plan year. The total transfer of funds is \$287,553.88. The majority of this transfer (\$237,958.76) remains within the same project (Virginia and Monroe Drainage). The remainder (\$49,595.12) is being transferred from unspent money in CDBG administration, and will be used for the Virginia and Monroe Drainage project as well.

Secondly, staff is presenting the required Consolidated Annual Performance and Evaluation Report (CAPER). The Plan Year 2017 CAPER provides the public with full disclosure of the City's CDBG program. Plan Year 2017 ended September 30, 2018 and the CAPER includes the status of projects funded with CDBG monies and the amount of funds expended.

In compliance with the City's CDBG Citizen Participation Policy (Resolution 06-40) staff provided Public Notice in the Daytona Beach-News Journal on November 23rd. Staff also held a Public Hearing at 5:30 pm in Council Chambers on Thursday, December 13th to seek public comment regarding amending the Plan Year 2018 and the Plan Year 2017 CAPER. No public comment was provided and staff recommends approval of the amended plan and CAPER.

Project No.: Funding Account No.: 110-0000-331-19-27

Presenter: Alan Rosen

ATTACHMENTS:

1.	Draft City of Port Orange 2017 CAPER	Draft City of Port Orange 2017 CAPER.pdf
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2.	Draft Amendment to 2018 CDBG Action Plan	Draft Amendment to 2018 CDBG Action Plan.pdf
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Amanda Lasecki	Created/Initiated - 11/27/2018
Lori Bockelman	Approved - 12/05/2018
Alan Rosen	Approved - 12/06/2018
Jake Johansson	Approved - 12/06/2018
Robin Fenwick	Final Approval - 12/06/2018

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Year two of the Consolidated Plan saw significant progress in improving infrastructure in the approved CDBG census tracts. The number one identified goal in the Consolidated Plan was to make infrastructure improvements. The two infrastructure activities in this plan year were the Virginia Avenue and Monroe Street Drainage Improvements and the Roadway Repair and Surfacing Improvements. The progress made towards the drainage activity included a property acquisition necessary to create a stormwater pond to alleviate flooding in an LMI neighborhood. Funds not utilized in this plan year will be amended to the 2018 plan year to purchase an additional property and continue work on this activity. Previous funds that were unattached or unspent were amended to a new activity in 2017, Roadway Repair and Surfacing Improvements. This successful activity improved the infrastructure in four LMI Census Groups. Increasing the quality of roadways in these areas increases the values of homes as well as allows for economic development by encouraging businesses to locate in these areas.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Improve and expand economic development activities	Non-Housing Community Development	CDBG: \$0	Businesses assisted	Businesses Assisted	2	0	0.00%	0	0	0.00%
Improve Public Infrastructure	Non-Housing Community Development	CDBG: \$324,538.60	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6000	8135	100%	3000	6740	100%

Planning and Administration	Administration	CDBG: \$18,635.98	Other	Other	1	1	16%	1	1	100%
Provide housing and services for homeless persons	Homeless	CDBG: \$0	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	90	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Table 1 emphasizes the continued prioritization of utilizing CDBG funds to improve public infrastructure. This focus aligns with the number one priority identified in the five-year Consolidated Plan, public infrastructure improvements. Progress made on the Virginia Avenue and Monroe Street Drainage Improvements activity met this priority by alleviating flooding in an LMI neighborhood. Funds not utilized in this plan year will be amended to the 2018 plan year to purchase an additional property and continue work on this activity. The utilization of unattached or unspent funds on the Roadway Repair and Surfacing Improvements also met this priority and assisted residents in four LMI Census Groups. For this plan year the expected impact of infrastructure projects was to assist 3000 residents. By increasing the areas served with the Roadway Repair and Surfacing Improvements over 6740 residents were impacted in the Plan Year resulting in significantly exceeding the objective.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	0
Black or African American	0
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	0
Hispanic	0
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The Community Development Block Grant Program asks that direct benefit activities report on racial and ethnic composition of beneficiaries. During the 2017 Plan Year the City proposed only to benefit low to moderate income areas for CDBG funded projects and did not provide any direct benefit activities or programs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	266,593.00	343,174.58

Table 3 - Resources Made Available

Narrative

The City expended \$343,174.58 in CDBG funds during the 2017 Plan Year. The Virginia Avenue and Monroe Street Drainage Improvement Project utilized \$123,037.39. The Roadway Repair and Surfacing Project utilized \$201,501.21. The remaining \$18,635.98 was utilized on Planning and Administration. The use of this funding on public infrastructure projects provided a 100 percent benefit of CDBG funds on persons of low to moderate income exclusive of funds utilized for Planning and Administration. This exceeds the CDBG requirement of serving 70 percent of residents that are low to moderate income. As indicated in the 2017 Action Plan the City did not anticipate nor receive program income during the year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide			Citywide
LMI Area	100		Other

Table 4 – Identify the geographic distribution and location of investments

Narrative

The two infrastructure projects that utilized CDBG funding in this Program Year were both located in LMI Census Tracts/Block Groups that were identified in the Consolidated Plan:

Virginia Avenue and Monroe Street Drainage improvements- Census Tract: 825.11 Block Group: 1

- \$123,037.39 of funding was utilized on this project during the Program Year.

Roadway Repair and Surfacing Project- Census Tracts: 825.03 Block Groups 3 & 4, Census Tract 825.07 Block Group 3, Census Tract 825.10 Group 2

- \$201,501.21 of funding was utilized on this project during the Program Year.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The infrastructure needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested. Projects are often partially funded from other sources to make the project financially feasible. The source of these additional funds will depend on the nature of the project and in some cases the location.

The City has recently received several external funding sources to assist with the Virginia Avenue and Monroe Street Drainage Improvement Project. The Florida Department of Environmental Protection has awarded \$1,500,000 to the project. The City also received a \$644,250 grant for this project from the Federal Emergency Management Agency's Hazard Mitigation Program. The City has also committed funds totaling \$670,348 for the project.

At this time no publicly, owned land or property was used to address the needs identified in the plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Port Orange has no plans on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds will be used for public infrastructure projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

Discuss how these outcomes will impact future annual action plans.

See comment above.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The City continues to annually monitor households that receive no-interest loans from the County for housing down payment assistance or housing rehabilitation under the State Housing Initiatives Partnership (SHIP) program. All reporting is handled by Volusia County Community Assistance Division.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

No actions were planned for the current program year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City's position is that it may utilize general funds to continue to address the housing and supportive needs of the homeless population in Port Orange. The City contributed funding to the creation of the First Step Shelter in nearby Daytona Beach, FL. This homeless shelter will serve homeless residents throughout Volusia County. The County considers the creation of this shelter a long-term solution to support a regional homelessness need.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

No actions were planning for the current program year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

No actions were planning for the current program year.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are currently no public housing units managed in the City of Port Orange. The VDCS provides opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board.

Actions taken to provide assistance to troubled PHAs

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives of its public housing residents.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has established affordable housing policies found in the City of Port Orange Comprehensive Plan and associated land development regulations. Steps taken in program year 2017 from those policies to continue addressing this issue included the following:

- **Staff continues to maintain a working relationship with area developers and homebuilders and review local codes and ordinances about restrictive requirements that add to the cost of housing.**
- **Mobile home development is still allowed in the Land Development Code and Official Zoning Map.**
- **Staff continues to maintain a variety of residential densities on the Future Land Use Map to ensure a sufficient number of affordable housing sites and allow modular housing that meets applicable building code regulations in residentially zoned areas.**
- **The City will continue to work with private and non-profit groups for the development of adult care and handicapped housing facilities. The city approved two assisted living/memory care facilities in 2017.**
- **The City will utilize public works and public utility projects as opportunities to improve the condition and appearance of older, declining neighborhoods through sensitive and appropriate design and retrofit.**
- **The City shall adhere to state and federal accessibility standards for barrier-free multi-family living environments needed by physically handicapped persons. This is completed during site plan and building permit review.**

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City continues to work with current partnerships (social services, health services, elderly/disabled services) and pursue new partnerships to meet needs of the underserved (low income & minorities). As previously mentioned the City provided funding to assist in the building of a regional, long-term solution for the homeless yet to be built.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead-based paint hazards are addressed by Volusia County where regulatory required. The Florida Department of Health also reduces lead-based paint hazards through its Lead Poisoning Prevention program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the 2012 American Community Survey, the poverty-rate in Port Orange is 10.5% as compared to a 16% poverty-rate in Volusia County. The City's anti-poverty strategy is that the best approach to reducing poverty is to attract and encourage commercial investment in affected neighborhoods. CDBG funds provide an important resource magnet by strengthening low/moderate income areas. This promotes improved resident involvement that can deter crime and become more attractive to commercial activity.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Grants Manager, located within the Finance Department, currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY 2017-2018, the City continues to work with other municipalities and the County on the creation of a regional homeless shelter, transitional housing, and programs aimed at reducing the impact of homelessness.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

As mentioned previously, affordable housing programs are handled by Volusia County. The City provided funding to assist with the creation of a regional homeless shelter to help pay for Port Orange Homeless residents. The City was not able to utilize CDBG funds for that project as the current records kept are not sufficient enough for Port Orange to charge CDBG funds for those services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's most recently concluded Analysis of Impediments (AI) included seven (7) recommended actions. The City will continue to pursue these actions via partnerships with Volusia County and other entitlements to offset costs and maximize resources. The AI is available on the City's CDBG web site.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Port Orange continually monitored the grant programs during Program Year 2017 in accordance with the local program policies and procedures and federal regulations. The City has a full time Grants Manager, located within the Finance Department. This Grants Manager handles the monitoring and administration of the CDBG program. The City's Finance Department also has a Grants Accountant to coordinate and assist with all financial reporting. The City's external auditors also reviewed all grant expenditures for compliance with federal regulations.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City has adopted a Citizen Participation Plan and Anti-Displacement Plan that meets HUD requirements. The City maintains a CDBG page on its website. This page allows interested parties to review current CDBG document. All public hearing announcements and opportunities for public input are advertised on the CDBG page of the City's website.

The City provides a minimum fifteen (15) day comment period on the CAPER. We also hold a Public Hearing, which is advertised in the local newspaper (the Daytona-Beach News Journal) before the meeting occurs. The Public Notice for the Public Hearing was published in the Daytona Beach-News Journal on Friday, November 23rd. At the same time, we provided this information on our website and contact information for people to be able to respond to the draft CAPER. Our Public Hearing was held on Thursday, December 16th at 5:30pm in City Hall. The public was also allowed participation at the publicly advertised City Council Meeting held on Tuesday, December 18th at 6:30pm in City Hall. The City had no response to the CAPER via email, phone, or the Public Hearing.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Not applicable

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year. CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Not applicable

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable



Third Program Year PY 2018

Amended Action Plan

December 18, 2018

City of Port Orange, FL

Community Development Block Grant (CDBG)

GENERAL

Executive Summary

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY 2016 to PY 2020. This PY 2018 Annual Action Plan is the third-year implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2018, and ending on September 30, 2019. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. The current population estimate is 57,060 persons. There are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will be eligible to receive a CDBG entitlement allocation of \$327,971.00 in PY 2018. These funds are proposed to be spent primarily on public infrastructure improvements. An estimated 80% of the City PY 2018 CDBG allocation will be focused on the public infrastructure improvements.

Aligned with the adopted Five (5) Year CDBG Consolidated Plan approved by HUD, staff is proposing to utilize the city's PY 2018 CDBG allocation on the Canal View/ Spruce Creek Curb & Guardrail Replacement Project (\$262,676.80), and Planning and Administration (\$65,294.20). This project fulfills the top priority identified in the Five (5) Year CDBG Consolidated Plan of improving public infrastructure and meets residents expressed interest in improving roads and stormwater improvement runoff. The Project is listed as an imperative priority in the City of Port Orange's Capital Improvement Program.

Proposed Activities

1. Canal View/ Spruce Creek Curb & Guardrail Project

Amount: \$262,676.80/ Tract: 825.03 Blockgroup 2

The city intends to make public infrastructure improvements in this LMI neighborhood.

2. Planning and Administration

Amount: \$65,294.20

3. Virginia Avenue/Monroe Street Drainage Improvement Project

Amount: \$287,553.88/ Tract: 825.11 Blockgroup 1

The city intends to make public infrastructure improvements in this LMI neighborhood.

Managing the Process

The Finance Department is the lead agency for administering the CDBG and other HUD programs, projects and activities. The City maintains on-going dialogue with stakeholders and provides 24/7 accessibility for CDBG information, documents and status reports via the CDBG page on the City's website. In addition, email contact with program staff is also available 24/7 via the City's website.

Citizen Participation

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders. The City held a Public Hearing on the Proposed Plan on July 12, 2018, after notice was provided in the Daytona Beach News-Journal on June 16, 2018 and posted on the city website.

The City did not receive any telephone inquiries, emails, or formal written comments about the CDBG program or the proposed PY2018 Annual Action Plan. There were no comments regarding the PY 2018 Annual Action Plan at the Public Hearing. After a 30-day comment period City Council met on July 17, 2018 and approved the PY2018 Annual Plan.

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange prepared an amendment to the PY2018 Action Plan. The amendment created a new PY2018 Activity: Virginia Avenue/Monroe Street Drainage Improvement Project. Previously unspent funds totaling \$287,553.88 will be moved to the new activity. Previously unspent funds include \$135,421.24 from PY16 Virginia Avenue/Monroe Street Drainage Improvement Project, \$102,537.52 from PY17 Virginia Avenue/Monroe Street Drainage Improvement Project, and \$49,595.12 from PY17 Planning and Administration. The City held a Public Hearing on Thursday, December 13, 2018 at 5:30pm in City Hall after notice was published in the Daytona Beach-News Journal and posted on the city website. No members of the public were present when the Public Hearing was called to order. No members of the public arrived after the Public Hearing commenced. No public comments were received by mail, email, or telephone therefore none were entered into the records. After public notification City Council met on Tuesday, Annual Plan.8, 2018 and approved the amendment to the

Institutional Structure

Incorporated into the action plan's planning process, the city sought input from various departments of the city including Community Development, Public

Utilities, Public Works, and Finance. During PY 2018, the city will continue these communication efforts with the cited departments and agencies in conjunction with its administration of the CDBG programs.

Monitoring

Port Orange will continue to monitor the grant programs during PY 2018 in accordance with the local program policies and procedures and federal regulations. Any sub-recipients of federal CDBG or other funds will be closely monitored. The monitoring process will include on-site reviews of the sub-recipient's performance to ensure compliance with the goals and objectives of the program and federal regulations. The City's Finance Department has assigned personnel that coordinates and assists with all financial reporting. The City's external Auditors also review all grant expenditures for compliance to the federal regulations.

Lead-based Paint

No housing rehabilitation programs are planned during PY 2018. All lead-based paint (LBP) protocols will be followed during the proposed demolition of real property cited in this Plan. Lead poisoning is the leading environmental hazard to children, creating devastating and irreversible health problems. Because lead poisoning is a serious, yet preventable, health problem that can cause long-term neurological damage among young children, the City of Port Orange is committed to addressing this health hazard.

The leading cause of lead-based poisoning is exposure to dust from deteriorating paint in homes constructed before 1980. This is due to the high lead content used in paint during that period, particularly in homes built before 1950. Pre-1980 housing occupied by lower income households with children can offer particularly high risks of lead exposure due to the lower levels of maintenance among lower-income households. This is an important factor since it is not the lead paint itself that causes the hazards, but rather the deterioration of the paint that releases lead-contaminated dust and allows children to peel and eat lead-contaminated flakes.

Annual Objectives 91.220 (c)(3)

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes:

☐	Objective Category Decent Housing which includes:	☒	Objective Category Suitable Living Environment which includes:	☐	Objective Category Expanded Economic Opportunities which includes:
☐	Assisting homeless persons obtain affordable housing	☒	Improving the safety and livability of neighborhoods	☐	Job creation and retention
☐	Assisting persons at risk of becoming homeless	☒	Eliminating blighting influences and the deterioration of property and facilities	☐	Establishment, stabilization and expansion of small business (including micro-businesses)
☐	Retaining the affordable housing stock	☒	Increasing the access to quality public and private facilities	☐	The provision of public services with employment
☐	Increasing the availability of affordable permanent housing in standard	☐	Reducing the isolation of income groups within areas through spatial	☐	The provision of jobs to low-income persons living in areas affected by those

	condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability		deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods		programs and activities under programs covered by the plan
☐	Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/ADOS) to live in dignity and independence	☐	Restoring and preserving properties of special historic, architectural, or aesthetic value	☐	Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	Providing affordable housing that is accessible to job opportunities	☐	Conserving energy resources and use of renewable energy sources	☐	Access to capital and credit for development activities that promote the long-term economic social viability of the community

HOUSING

Specific Housing Objectives

To meet the needs of low/moderate income areas to maintain the livability, viability and safety of those areas, Port Orange will focus its limited CDBG funds toward public infrastructure. The city is not proposing to initiate any housing programs during PY 2018.

Measurable Objective: None.

Needs of Public Housing

The City of Port Orange has no Public Housing. No action is proposed in PY 2018.

Barriers to Affordable Housing

The City conducts internal reviews of its land use and zoning regulations and its administrative policies and procedures for their impact on affordable housing. Port Orange has established an expedited development review and permitting system that is applicable to affordable housing projects. All new City ordinances are required to be reviewed for their impact on affordable housing. No action is proposed in PY 2018.

HOME / American Dream Down Payment Initiative (ADDI)

The City of Port Orange does not receive HOME/ADDI funds. No action is proposed in PY 2018.

HOMELESS

Specific Homeless Prevention Elements

The Homeless Strategic Plan for the Volusia/Flagler Counties is contained in the Volusia/Flagler County Coalition for the Homeless Ten-Year Plan. The city will conduct no direct activities in this area, but will continue to support the Coalition's efforts during PY 2018.

Emergency Shelter Grants (ESG)

Port Orange is not a direct recipient of Emergency Shelter Grant funds. Residents in need of emergency shelter services will be referred to the appropriate agencies.

COMMUNITY DEVELOPMENT

Community Development

For PY 2018, Port Orange proposes to utilize the majority of its CDBG funds for public infrastructure improvements in a low/moderate income area of Port Orange.

Within the last 14 years, the City of Port Orange has experienced 5 significant weather events, most recently being Hurricane Irma. This has necessitated a critical look at the public infrastructure. The project includes replacing and adding failing curbs and guard rails that are currently presenting a hazard to residents. This area presents a significant safety issue to residents due to rainwater runoff eroding the edge of the roadway.

Measurable Objective: Number of low/moderate income residents served.

Antipoverty Strategy

Port Orange is not proposing any anti-poverty strategies in PY 2018.

NON-HOMELESS SPECIAL NEEDS HOUSING

Measurable Objective: None

For all Non-homeless Special Needs Populations, the city will work with other area agencies to provide services and support to the greatest extent possible. Given the small amount of CDBG funds allocated to Port Orange and the lesser priority assigned to this need, no action is proposed in PY 2018.

Housing Opportunities for People with AIDS

The Volusia/Flagler Coalition for the Homeless is the regional HOPWA. No action is proposed in PY 2018.

Specific HOPWA Objectives

No action proposed in PY 2018.

Other Narrative

None



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B11) Acceptance of the 2018 Annual Concurrency Management Report

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to accept the 2018 Concurrency Management Report.

SUMMARY: Each year, the City is required to prepare the Concurrency Management Report. Concurrency is the finding that public facilities and services necessary to support a proposed development are available, or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. Concurrency reviews evaluate a project's impact on the following seven public facilities and services (Transportation, Sanitary Sewer, Potable Water, Stormwater Drainage, Solid Waste, Recreation, and Public Schools).

As indicated in the report, the public facilities and services subject to concurrency review are at sufficient levels for FY 2018/2019.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	FINAL 2018 CMR	FINAL 2018 CMR.pdf
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Penelope Cruz
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 11/19/2018
Approved - 11/27/2018
Approved - 11/30/2018
Final Approval - 11/30/2018



2018

CONCURRENCY MANAGEMENT REPORT

Prepared by the
Department of Community Development
November 2018

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This 2018 Concurrency Management Report was prepared by the Community Development Department, with assistance from the Finance, Parks & Recreation, Public Utilities, and Public Works Departments and Volusia County Schools.

I. EXECUTIVE SUMMARY

Concurrency is the finding that public facilities and services necessary to support new development are available, or will be made available, by the time the impacts of development are expected to occur. As mandated by State law, all municipalities must conduct concurrency reviews on development proposals and make a finding of concurrency before any development orders or permits can be issued. Concurrency reviews evaluate a project's impact on the following seven public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan, and administered through regulations contained within the City's Land Development Code. The Community Development Department is responsible for regularly monitoring the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to meet this obligation.

From October 1, 2017 through September 30, 2018 the Community Development Department issued Development Orders that secured capacity reservations for 289,880 square feet of new non-residential space and 408 residential units.

In review of the City's position with respect to concurrency, the public facilities and services subject to concurrency review are at sufficient levels for FY 18/19.

- Traffic: Traffic volumes within the City have increased on some segments and decreased on other segments over the past year. Roads on the west side of I-95 will likely experience the most traffic growth in the future. The capacity on Williamson Boulevard north of the Pavilion and Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard will need to be monitored as these segments are slightly above its LOS standard. Roadway improvements are planned for the next several years to keep pace with anticipated development.
- Sanitary Sewer and Potable Water: These systems continue to have capacity to support additional growth within the City. The LOS for potable water will be monitored to ensure that permitted ground water withdrawal capacity per the Consumptive Use Permit, issued to the City by St. Johns River Water Management District, is not exceeded.
- Stormwater Drainage: The stormwater LOS requirement is being met for all drainage facilities constructed after the 1970's (when the City's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm

without causing flooding or polluting the receiving water bodies. The City continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the full stormwater system including those areas developed prior to the adoption of the stormwater regulations.

- Solid Waste: Solid waste generation rates are slightly above the adopted LOS standard. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and room is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something that the City can directly control; however, the City can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.
- Recreation and Open Space: The LOS is being met for all recreational facilities.
- Public Schools: LOS is being met for all but one of the public schools located in the Port Orange area. Port Orange Elementary is slightly above the LOS standard; however, this is due to the gifted program offered at this school that draws students from outside the attendance boundary and not unplanned development. The school district will continue to monitor the capacity at Port Orange Elementary; however, the capacity level is not considered a concurrency issue because there is not much new residential growth planned within the school attendance boundary and the adjacent schools have remaining capacity.

II. OVERVIEW OF CONCURRENCY MANAGEMENT

Concurrency is the finding that public facilities and services necessary to support a proposed development are available, or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law.

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan, and administered through regulations contained within the City's Land Development Code (LDC). Local level-of-service standards (LOS) for seven types of public facilities and services have been adopted as part of the Comprehensive Plan. During the subdivision or site plan review process, the City evaluates each proposed development for its anticipated impact on these facilities and services, and makes a finding of whether approval of the project would cause these facilities or services to drop below their adopted LOS.

In general, no final Development Orders or permits may be issued for development until there is a finding that all public facilities and services included in the City's Concurrency Management System have sufficient capacity to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place at the same time the impacts occur. Development Orders and permits include subdivision approval, site development plan approval, and the issuance of building permits.

Public Facilities and Services Subject to Concurrency Review

Concurrency review evaluates impacts on seven types of public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

If the City's concurrency review reveals a proposed development will generate impacts that exceed available capacity, the City must secure a financial, or other legally binding commitment, to ensure that improvements necessary to correct the anticipated deficiency will be in place concurrent with the impacts of the proposed development. Should the City and/or the developer be unable to provide such assurances, the project must be denied. Projects denied due to a failure to meet concurrency requirements, but for which all other LDC requirements have been met, can be placed on a prioritized list for approval of Development Orders once facility improvements have been made.

Concurrency Administration

The Community Development (CD) Department is responsible for coordinating all concurrency reviews by City departments. Concurrency reviews are conducted as part of the development review process for site plans and residential subdivisions. The CD Department may also conduct non-binding concurrency reviews for developments in the pre-application or conceptual plan stage.

The CD Department is also responsible for monitoring the cumulative effect of all approved Development Orders and development permits on the capacity of public facilities. The annual Concurrency Management Report is intended to meet this obligation.

From October 1, 2017 through September 30, 2018, the CD Department conducted concurrency reviews for 14 non-residential projects and 5 residential projects. During this period, Development Orders were issued (or extended) and capacity reservations were secured for a total of 289,880 square feet of new non-residential space and 408 residential units. As of September 30, 2018, there are 499,822 square feet of non-residential space and 1,016 residential units that remain vested but un-built from previous years (see Exhibit 1).

Exemptions from Concurrency

Three types of development are exempt from concurrency review.

1. Vested projects with valid development orders or permits issued prior to November 1, 1990;
2. Public facilities; and
3. De minimus projects.

Development Orders for projects which meet these criteria may be issued without a finding of concurrency. However, if the proposed development will impact a public facility for which a deferral or moratorium on development has been placed, then no development orders may be issued until the deficiency is corrected.

Public facilities necessary to ensure the protection of the health, safety and general welfare of the citizens of Port Orange are exempt from concurrency review. This includes all public facility construction projects in the City's Capital Improvements Program required to maintain adopted LOS standards. This means that new public facilities, such as fire stations, are not reviewed to determine whether they will generate impacts that may negatively affect the City's level of service standards.

A de minimus development has very minimal impact, if any, on the City's adopted level of service standards set forth in the Comprehensive Plan. The following criteria are used to determine if a development is de minimus:

- Development of a single-family or two-family (duplexes) dwellings on a lot of record or un-platted parcel created before April 10, 1990 is deemed to be de minimus from all Concurrency reviews.
- Development with a daily trip generation rate of less than one percent of the maximum trip volume at the adopted level-of-service on an adjacent roadway and, on non-hurricane evacuation routes, would not cause the maximum volume to be exceeded by 110 percent

- is deemed de minimus for purposes of assessing transportation LOS.
- Development that does not increase the number of school-age residents beyond the district-wide LOS standards established by the Volusia County School Board is deemed de minimus for purposes of assessing school levels of service.

In addition, developments in the Port Orange Town Center Transportation Concurrency Exception Area (TCEA) are exempt from the standard vehicular transportation concurrency review requirements of the LDC. The TCEA is intended to support the redevelopment objectives of the City by providing a multi-faceted strategy for maintaining acceptable overall mobility, while minimizing the need for major road improvements that would potentially alter the desired character of the Town Center. Development within the TCEA is required to comply with the mobility strategies identified by the City to ensure continued safety and efficiency of the transportation system and to mitigate the impacts of the proposed development. Little development has occurred in the area since the TCEA was adopted, and although the exemption exists, there are no transportation concurrency issues in the area.

Vested Development

Development projects which had valid development orders or permits prior to the commencement of the City's concurrency regulations on November 1, 1990 are considered vested. This also includes all vacant single-family and two-family residential lots in subdivisions platted before that time. Lots and parcels which are vested for concurrency but have not yet been constructed or built out are considered reserved, meaning that the capacity has been reserved in the concurrency system to support their eventual construction.

When completed and occupied, the vested and reserved residential development will add approximately 2,286 new citizens to Port Orange¹. The current list of remaining vested development, as of September 30, 2018, is listed in Exhibit 1, along with the developments that have current Development Orders and capacity reservations.

¹ Average household size is 2.25, per the 2010 Census. Previous census provided average household size by housing unit type (i.e. single-family, multi-family, mobile home). As of the 2010 Census, this data is no longer provided.

EXHIBIT 1: VESTED & RESERVED DEVELOPMENT (September 30, 2018)**SINGLE FAMILY SUBDIVISION LOTS**

<u>SUBDIVISION</u>	<u>NUMBER LOTS</u>
Angler's Cove	5
Cambridge Acres	2
Carter Woods	2
Countryside I-XII	2
Cross Creek I-II	1
Devonwood	1
Golden Pond Estates	1
Hidden Oaks at Spruce Creek	2
Ken Bern	1
Kings Landing	71
Kingswood I-III	1
Northern Lites	4
Oakland Park I-III	1
Palms Del Mar	1
Pheasant Run West	1
Pinnacle II	60
Port Orange Plantation - Hawks Preserve I	4
Port Orange Plantation - Hawks Preserve II	48
Reedy Creek Acres	1
Reedy Creek North	3
Riverbank Properties	3
Riverwood VIII	2
The Sanctuary on Spruce Creek I-III	3
Sawgrass Point I-III	1
Skylake II-III	2
Sleepy Hollow II	1
Spruce Creek Woods	1
Spruce Estates	1
Sugar Forest III	1
Summertrees South I-III	2
Sweetwater Estates	9
Syford Acres	2
Viking I-II	1
Water's Edge XII	1
Westport Reserve 3	115
Westport Reserve 4	71
Woodhaven I	178
Woodlake	3
<u>TOTAL</u>	<u>609</u>

MOBILE HOME LOTS / SPACES

Bayview	4
Crane Lakes	8
Halifax Estates	8
Laurelwood I-V	1
Pickwick Village	1
Spruce Creek Village	5
Twin Gates	3
<u>TOTAL</u>	<u>30</u>

MULTI-FAMILY/TOWNHOUSE/DUPLEX UNITS

Bella Oaks	138
Canalview Place	20
Cornerstone Grove	58
Golf Homes at Cypress Head	52
Hidden Village	1
Potato Patch	1
Southern Oaks	6
Trailwood I	8
Woodhaven I	93
<u>TOTAL</u>	<u>377</u>

GRAND TOTAL **1,016****NON-RESIDENTIAL DEVELOPMENT**

<u>DEVELOPMENT</u>	<u>SQUARE FEET</u>
301 Dunlawton	830
7-Eleven	3,010
Acorn Mini Storage	90,000
Arby's	3,000
Benton House	46,000
Elite Plaza	9,900
Gaff's	5,570
Giuseppe's	7,100
Jimmy Hula's	3,700
Newport Lot 3 (2 buildings)	7,982
Oak Street Warehouse	8,900
Pavilion at Port Orange (Lot 5)	124,903
Port Orange Gateway Center Lot 3A	10,250
Port Orange Self Storage	49,000
Port Orange Senior Housing	54,820
Raydon, Phase II	66,557
Unatin Office Bldg.	8,300
<u>GRAND TOTAL</u>	<u>499,822</u>

Adopted Level-of-Service Standards (LOS)

The adopted level-of-service standards (LOS) for public facilities subject to concurrency are established in the City of Port Orange's Comprehensive Plan and the Land Development Code. The standards for each facility and service are indicated in Part II of this report.

Capacity Reservations

If a concurrency review for a proposed development reveals that there is sufficient capacity to support it, a Development Order will be issued and capacity is reserved. Capacity reservations are made based on the date of project approval by the Community Development Department or the City Council. Capacity reservations are made in conjunction with the issuance of a final Development Order. They are valid only for the specific land use(s), densities, intensities and construction and improvement schedules as contained on the Development Order and any applicable development agreements for the property.

The issuance of a Development Order generally reserves public facility capacity for the project for one year. For Planned Unit Developments (PUD) and Planned Commercial Developments (PCD), capacity may be reserved for the first phase of the project for up to one year from the issuance of the approval. Capacity reservations for concurrency expire when the underlying Development Order or development agreement expires or is revoked.

The City Council may also reserve public facility capacity for a particular land area or specific land use, provided it is done in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This would include such community development objectives as providing affordable housing or diversification of the tax base.

Development Deferrals/Moratoria

If, at any time, the City's inventory of public facilities capacities indicates that a facility has dropped below its adopted LOS, then the City will cease to issue any development orders which would impact that facility. Such a deferral will continue until the adopted LOS is reestablished through facility improvements or other methods, or the adopted LOS as established in the Port Orange Comprehensive Plan is amended to reflect a lower, acceptable community standard. If improvements to a facility are not anticipated to keep pace with the demand brought about by new development, then the City may declare a development deferral or moratorium of specified duration and/or location.

III. CURRENT CAPACITIES AND LEVEL OF SERVICE

This section of the report will look at each facility subject to concurrency. First, the facility's adopted level-of-service (LOS) will be identified. Next, the current status of the facility relative to its adopted LOS will be evaluated. Lastly, the City's ability to meet the demands of new development at adopted levels-of-service during the upcoming year will be considered and a description of projected long-term improvements is provided.

TRANSPORTATION FACILITIES

Level of Service Measures

The City evaluates LOS for concurrency review purposes based on peak-hour trips for city roads and on peak-hour and daily trips for County and State roads. This allows the City to evaluate the existing and projected LOS on roadway segments so the City can target specific improvements to maintain the adopted LOS or to make improvements for specific movements, if necessary.

Adopted Level-of-Service Standards

Exhibit 2 lists the currently adopted level-of-service standards for roads in the City.

Exhibit 2: Adopted Roadway Level-of-Service Standards

Administrative Facility Type	Adopted LOS Standard
Florida Strategic Intermodal System (SIS)	C
State Arterials and non-SIS roads	D
County	E
City	E

Florida Strategic Intermodal System (SIS) Roadways - LOS "C"

In Port Orange, the sole Florida Strategic Intermodal System (SIS) roadway facility is I-95. The state mandates these roads be maintained at LOS "C" or better. According to the Highway Capacity Manual, LOS "C" is defined as stable flow but the operation of individual users is significantly affected by interactions with other vehicles in the traffic stream. Ability to select and maintain a desired speed is affected by the presence of other vehicles, and changing lanes becomes more difficult. The general level of comfort and convenience is good, although considerably less than at LOS "A."

State Arterials (Non-SIS Facility) & Designated Hurricane Evacuation Routes - LOS "D"

State-maintained principal arterials and hurricane evacuation routes are designated at LOS "D". Only US 1 (Ridgewood Avenue), SR 421 (Dunlawton Avenue), SR A1A (Dunlawton bridge) and SR 5A (Nova Road) are designated with LOS "D". According to the Highway Capacity Manual, LOS "D" is defined as high-density yet stable flow. The ability to select a desired speed and to change lanes is severely restricted, although the driver or passenger still experiences a fair level of comfort and convenience. Small increases in traffic flow can cause operational problems at this LOS.

All City Roads and County Arterial and Collector Facilities - LOS "E"

The City's LOS standard for city roads and the County's LOS standard for county roads is "E". According to the Highway Capacity Manual, LOS "E" is defined as high-density and often unstable traffic flow. Speeds are generally reduced to a low, but relatively uniform value during peak periods. The ability to change lanes is extremely difficult and is generally accomplished by forcing another vehicle to slow down to accommodate such maneuvers. Comfort and convenience is poor and driver frustration is high. Small increases in traffic volume or other minor problems such as a stalled vehicle can cause traffic to come to a complete stop for relatively long periods. LOS "E" is slightly more degraded than "D" however most motorists don't recognize a difference.

Design Capacity and Existing Level-of-Service

Exhibit 3, "Roadway Counts, Functional Classification and LOS" indicates the design capacity and adopted levels of service of various arterial and collector roadways in the City of Port Orange, existing traffic volumes, existing level-of-service, and the percentage change in traffic volumes between 2016 and 2017 for County and State roadways and 2016 and 2018 for City roads. The capacity of roadways is based on roadway characteristics for urbanized areas described in Table 1 of the 2013 Quality Level of Service Handbook published by FDOT.

Traffic Counts and Trends

There is one roadway segment along Williamson Boulevard operating above the adopted level-of-service (Madeline Ave. to Willow Run Blvd.). There is also one segment of Taylor Rd. (Dunlawton Ave. to Clyde Morris Blvd.) operating above the adopted level-of-service. During 2018, traffic counts taken throughout the city generally indicated moderate increases on some routes and decreases in others (see Exhibit 3). The volumes indicated in Exhibit 3 are presented as average daily trips. The most recent daily traffic counts available were taken in 2018 for City roads and 2017 for State and County roads. No traffic count data for City roads is available for 2017.

State Roads (2017 Data)

Of the 14 state count stations, 11 showed traffic volume increases, 3 showed a traffic volume decrease. There was an approximately 2.35% increase in trips on the segment of Dunlawton Avenue from Nova Road to Clyde Morris Boulevard. Based on the most recent traffic counts, the volume to capacity ratio for this roadway segment is 70.95%. There was an approximately 3.06% increase in trips on the segment of Dunlawton Avenue from Clyde Morris Boulevard to I-95, and the most recent traffic counts showing the volume to capacity ratio at 81.80%. Substantial capacity remains on both of these roadway segments, but there are concerns with some turning movements and the general traffic pattern. Staff will continue to monitor traffic volume counts in this area. There was a slight decrease in total trips on the state network within the city from 2016-2017.

County Roads (2017 Data)

Of the 24 county count stations, 12 showed traffic volume increases and 12 showed traffic volume decreases. There is one roadway segment along Williamson Boulevard between Madeline Avenue and Willow Run Boulevard that exceeds the adopted level-of-service and two segments (North City Limits to Madeline Ave. and Willow Run Blvd. to Town West Blvd.) operating slightly below level-of-service. There is also a segment of Taylor Road (Dunlawton Ave. to Clyde Morris Blvd.) that slightly exceeds the adopted level-of-service. The 2017 traffic counts from the County show approximately a 4% decrease in trips on the three segments of Williamson Boulevard from the North City Limits to Town West Boulevard (see Exhibit 3). Despite the decrease, these segments still exceed or are just below the adopted level-of-service. Long-term improvements will need to be programmed for the northerly segments of Williamson Boulevard. By widening this segment, the capacity at the adopted LOS will increase from 17,050 to approximately 37,970 daily trips. The Williamson Boulevard widening project is included in the TPO's 2040 Long Range Transportation Plan, but it is not currently funded. There was an 0.34% increase in total trips on the county network from 2016-2017.

City Roads (2018 Data)

Of the 30 city count stations included in this analysis period, 14 showed traffic volume increases and 16 showed traffic volume decreases. Overall, there was an 13.25% decrease in total trips on the city roadway network from 2016-2018.

Exhibit 3: Roadway Counts, Functional Classification and LOS

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2015 VOLUME	2016 VOLUME	2017 VOLUME	2018 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Airport Road	Pioneer Trail-Williamson	64	2	CO	E	33,300	7,690	8,430	7,590		B	-11.07%	22.79%
Canal View Blvd.	Nova Rd. to Spruce Creek Rd.	201	2	CO	E	12,744	2,390	2,173		2,606	B	16.62%	20.45%
Central Park Blvd.	Hensel Rd. to Spruce Creek Rd.	2201	2	local	E	12,744	2,543	2,619		2,657	B	1.43%	20.85%
Charles St.	Ridgewood Ave. to FEC Railroad	301	2	local	E	12,744	1,799	2,287		1,802	B	-26.91%	14.14%
Charles St.	FEC Railroad to McDonald Rd.	302	2	local	E	12,744	2,176	2,597		3,875	B	32.98%	30.41%
City Center Pkwy.	Dunlawton Ave. to City Center Cir.	2401	2	local	E	12,744	4,640	6,022		5,461	B	-10.27%	42.85%
City Center Blvd.	Clyde Morris to City Center Cir.	2402	2	local	E	12,744	4,842	7,208		5,479	B	-31.56%	42.99%
City Center Dr.	Herbert St. to City Center Cir.	2403	2	local	E	12,744	2,880	3,010		2,731	B	-10.22%	21.43%
Clyde Morris Blvd.	N. City Limits to Madeline Ave.	335	4	UPA	E	37,970	25,110	20,770	24,230		C	14.28%	63.81%
Clyde Morris Blvd.	Madeline Ave. to Willow Run	333	4	UPA	E	37,970	20,770	22,480	23,240		C	3.27%	61.21%
Clyde Morris Blvd.	Willow Run Blvd. to Dunlawton Ave.	332	4	UPA	E	37,970	21,080	21,990	20,230		C	-8.70%	53.28%
Clyde Morris Blvd.	Dunlawton Ave. to Taylor Rd.	330	2	UMA	E	17,050	8,810	11,220	10,440		C	-7.47%	61.23%
Commonwealth	Spruce Creek Rd. to FEC Railroad	360	2	MA	E	13,640	5,460	5,450	5,530		D	1.45%	40.54%
Commonwealth	FEC Railroad to Ridgewood Ave.	361	2	MA	E	13,640	3,890	3,920	3,840		C	-2.08%	28.15%
Country Ln.	Village Trail to Smokerise Blvd.	601	2	local	E	12,744	4,479	5,786		5,345	B	-8.25%	41.94%
Country Ln.	Smokerise Blvd. to Taylor Rd.	602	2	local	E	12,744	2,512	4,172		4,317	B	3.36%	33.87%
Dunlawton Ave.	Peninsula Dr. to Ridgewood Ave.	427	4	PA	D	39,800	30,000	30,500	22,500		D	-35.56%	56.53%
Dunlawton Ave.	Ridgewood to Spruce Creek Rd.	5181	4	PA	D	39,800	27,000	27,500	28,500		C	3.51%	71.61%
Dunlawton Ave.	Spruce Creek Rd. to Nova Rd.	1015	4	PA	D	39,800	30,500	31,500	33,000		C	4.55%	82.91%
Dunlawton Ave.	Nova Rd. to Clyde Morris Blvd.	1014	6	PA	D	59,900	38,500	41,500	42,500		C	2.35%	70.95%
Dunlawton Ave.	Clyde Morris Blvd. to I-95	517	6	PA	D	59,900	46,000	47,500	49,000		C	3.06%	81.80%
Hensel Rd.	Taylor Rd. to Central Park Blvd.	1001	2	local	E	12,744	5,846	6,860		7,244	B	5.30%	56.84%
Herbert St.	Ridgewood Ave. to McDonald Rd.	902	2	CO	E	12,744	4,865	5,143			B	5.41%	40.36%
Herbert St.	Sixth Street to Nova Rd.	903	2	CO	E	12,744	6,742	7,668		5,885	B	-30.30%	46.18%

Herbert St.	Nova Rd. to City Center Dr.	904	2	CO	E	12,744	8,943	8,456		9,298	B	9.06%	72.96%
Herbert St.	City Center Dr. to Clyde Morris	905	2	CO	E	12,744	7,967	11,037		7,554	B	-46.11%	59.27%
McDonald Rd.	Charles St. to Madeline Ave.	1201	2	local	E	12,744	2,625	2,965		2,997	B	1.07%	23.52%
Madeline Ave.	Sauls Rd. to Nova Rd.	1164/1301	2	MA	E	14,040	4,857	5,180		5,696	C	9.06%	40.57%
Madeline Ave.	Nova Rd. to Clyde Morris Blvd.	1163/1303	2	MA	E	14,040	8,000	9,205		9,044	C	-1.78%	64.42%
Madeline Ave.	Clyde Morris Blvd. to Williamson	1161/1304	2	MA	E	14,040	11,549	12,404		11,784	C	-5.26%	83.93%
Nova Rd.	Madeline Ave. to Dunlawton Ave.	1017	4	UPA	D	39,800	28,000	26,500	27,500		C	3.64%	69.10%
Nova Rd.	Dunlawton to Spruce Creek Rd.	1016	4	UPA	D	39,800	27,000	26,000	29,500		C	11.86%	74.12%
Nova Rd.	Spruce Creek Rd. to Ridgewood Av.	458	4	UPA	D	39,800	17,200	17,800	19,100		C	6.81%	47.99%
Pioneer Trail	Airport-Turnbull Bay Rd.	1465	2	UC	E	13,640	3,730	3,960	5,020		C	21.12%	36.80%
Reed Canal Rd.	Nova Rd-Clyde Morris Rd.	1561	2	UC	E	13,640	5,400	6,570	7,050		D	6.81%	51.69%
Ridgewood Ave.	N. City Limits to Dunlawton Ave.	213	4	UPA	D	39,800	25,000	28,500	25,500		C	-11.76%	64.07%
Ridgewood Ave.	Dunlawton Ave. to Oak St.	5057	4	UPA	D	39,800	21,500	20,500	20,400		C	-0.49%	51.26%
Ridgewood Ave.	Oak St. to Nova Rd.	152	4	UPA	D	39,800	13,800	15,400	15,700		C	1.91%	39.45%
Ridgewood Ave.	Nova Rd. to S. City Limits	13	4	UPA	D	65,600	21,500	25,500	26,000		B	1.92%	39.63%
Spruce Creek Rd.	Central Park Blvd. to Merrimac Dr.	1701	2	CO	E	12,744	8,721	6,880		6,453	B	-6.62%	50.64%
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	12,744	10,599	11,899		10,774	C	-10.44%	84.54%
Spruce Creek Rd.	Taylor Rd. to Nova Rd.	1751	4	UMA	E	37,970	13,420	16,000	15,910		C	-0.57%	41.90%
Spruce Creek Rd.	Commonwealth to Dunlawton Ave.	1755	2	MA	E	13,640	9,210	9,280	9,180		D	-1.09%	67.30%
Spruce Creek Rd.	Dunlawton to Canal View Blvd.	1708	2	CO	E	13,640	6,078	4,774		3,507	B	-36.13%	25.71%
Taylor Rd.	Hensel Rd. to Spruce Creek Road	1826	4	MA	E	37,970	12,610	15,810	15,930		C	0.75%	41.95%
Taylor Rd.	Clyde Morris Blvd. to Hensel Rd.	1824	4	MA	E	37,970	18,220	19,650	20,250		C	2.96%	53.33%
Taylor Rd.	Dunlawton Av. to Clyde Morris Blvd.	1823	2	MA	E	13,640	12,170	13,110	14,100		F	7.02%	103.37%
Taylor Rd.	Williamson Blvd. to I-95	1814	5	UPA	E	47,560	40,210	41,100	41,380		C	0.68%	87.01%
Taylor Rd.	Summer Trees Rd. to Williamson Blvd.	1813	4	UPA	E	37,970	15,560	16,360	15,530		C	-5.34%	40.90%
Taylor Rd.	Crane Lakes Blvd. to Summer Trees Rd.	1812	2	UPA	E	17,050	15,370	15,910	16,120		E	1.30%	94.55%

Town West Blvd.	Williamson Blvd. to Coraci Blvd.	100	2	CO	E	17,900	5,656	5,985		7,025	B	14.80%	39.25%
Town West Blvd.	Coraci Blvd. to Tomoka Farms Rd.	110	2	CO	E	17,900	2,742	2,842		3,654	B	22.22%	20.41%
Victoria Gardens	S. of Dunlawton Ave.	2501	2	local	E	15,930	2,592	4,908		3,449	B	-42.30%	21.65%
Victoria Gardens	E. of Clyde Morris Blvd.	2502	2	local	E	15,930	2,329	2,528		2,602	B	2.84%	16.33%
Village Trail	Dunlawton Ave. to Country Ln.	1901	2	local	E	15,930	7,259	11,247		8,062	B	-39.51%	50.61%
Village Trail	Country Ln. to Nova Rd.	1902	2	local	E	15,930	8,966	9,132		8,486	B	-7.61%	53.27%
Willow Run	Clyde Morris Blvd. to Hidden Lakes	2013	3	CO	E	30,420	10,194	10,103		10,659	B	5.22%	35.04%
Willow Run	Hidden Lakes Dr. to Williamson Blvd.	2010	2	CO	E	14,040	7,523	7,671		7,760	C	1.15%	55.27%
Williamson Blvd.	N. City Limits to Madeline Ave.	1993	2	UPA	E	17,050	15,940	17,440	16,850		E	-3.50%	98.83%
Williamson Blvd.	Madeline Ave. to Willow Run Blvd.	1992	2	UPA	E	17,050	15,770	17,520	17,200		F	-1.86%	100.88%
Williamson Blvd.	Willow Run Blvd. to Town West	1991	2	UPA	E	17,050	16,650	18,260	16,950		E	-7.73%	99.41%
Williamson Blvd.	Town West Blvd. to Taylor Rd.	1990	2	UPA	E	37,970	18,450	20,650	18,620		C	-10.90%	49.04%
Williamson Blvd.	Taylor Rd. to Spruce Creek Bridge	66	4	UPA	E	37,970	20,550	23,310	22,830		D	-2.10%	60.13%
Williamson Blvd.	Spruce Creek Bridge to Airport Rd.	65	4	UPA	D	35,820	17,430	19,250	19,650		D	2.04%	54.86%
Williamson Blvd.	Airport Rd. to Pioneer Trail	1989	4	UPA	D	35,820	1,770	2,080	4,110		C	49.39%	11.47%
Yorktowne Blvd.	North of Dunlawton Ave.	2080	2	CO	E	17,050	10,278	9,258		3,351	C	-176.28%	19.65%
I-95	Beville Rd. to Dunlawton Ave.	492	4	SIS	C	61,500	47,500	49,500	51,500		C	3.88%	83.74%
I-95	Dunlawton Ave. to SR 44	133	4	SIS	C	61,500	37,000	40,700	-		B	9.09%	66.18%
Total City Counts *							169,712	192,019	-	169,557		-13.25%	
Total County Counts**							343,500	370,520	371,780	-		0.34%	
Total State Counts**							410,500	428,900	390,700			-9.78%	
Total of All Roadways							923,712	991,439				6.83%	

Notes to Exhibit 3:

A UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and/or City Sources)

B Percent volume change is from 2017 to 2016 for State and County and from 2018 to 2016 for City.

C Volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity)

Blue = State Facility or Counts; Data derived from Volusia County Traffic Engineering, 2017

Yellow = County Facility or Counts; Data derived from Volusia County Traffic Engineering, 2017

White = City Facility & Counts; Data derived from Traffic Engineering Data Solutions, Inc., 2018

* No City data available for 2017. **County and State data for 2018 will be available in 2019.

Where no data is available the previous year count was used for the purpose of calculating total counts and percent volume change for total counts.

Sources: FDOT 2013 Quality/Level of Service Handbook; Traffic Engineering Data Solutions, Inc., 2018; and Volusia County Traffic Engineering, 2018.

Roadways Currently Not Operating Within Adopted Level-of-Service:

Based on the latest traffic count data, there are two roadway segments on Williamson Boulevard (county thoroughfare road) and Taylor Road (county thoroughfare road) that slightly exceed the adopted level-of-service. The City will continue to monitor the traffic volume on several roadways, such as Dunlawton Avenue, Clyde Morris Boulevard, Taylor Road, and Williamson Boulevard, and will continue to work with FDOT and Volusia County to identify and construct improvements to enhance roadway capacity and LOS.

Public or Private Improvements to the System during the Past Fiscal Year (FY 17/18) and Its Impact on Capacity and LOS:

Roadway improvements completed this past year include Coraci Boulevard between Town West Boulevard and the entrance to the Sanctuary at Westport apartments as shown on Exhibit 4 (see pg. 18).

Proportionate Fair-Share Ordinance

In 2006, the City Council adopted a Proportionate Fair-Share Ordinance. The City has entered into Concurrency and Fair-Share Agreements with several developers. Projects funded through the fair-share process and the status of each of these projects is listed below. A new fair-share project was approved in 2017 for the Yorktowne Boulevard Extension. As of September 30, 2018, the City has collected \$5,786,711 in proportionate fair-share funds.

1. Interstate 95/SR 421 interchange area (phase 1) – ***Project Completed***
2. Clyde Morris Blvd/Dunlawton Avenue intersection - ***Project Completed***
3. Summer Trees Road extension- ***Project Completed***
4. Devon Street/Taylor Road Intersection –***Project Completed***
5. Town West Boulevard/Williamson Boulevard signal – ***Project Completed***
6. Yorktowne Boulevard Extension – ***Partial Design Complete***

Public or Private Improvements to the System during the Current Fiscal Year (FY 18/19) and its Impact on Capacity and LOS:

Roadway improvements programmed in the current fiscal year are listed below and are indicated on the map in Exhibit 4 on page 18.

I-95 Widening

In FY 15 FDOT began widening I-95 from the present four lanes to six lanes from SR 44 to just south of SR 400/I-4. This will complete the widening of I-95 to six lanes throughout the County. The project will include lengthening the entrance and exit ramps at the SR 421(Dunlawton Avenue) interchange and installing lighting at the interchange to improve safety. The project will not include widening SR 421 (Dunlawton Avenue) in the interchange area.

Capacities Reserved for Approved but Un-built Development:

According to Exhibit 1, there are 1,016 vested but un-built residential units, which are estimated to generate 8,138 average cumulative daily trips.² Residential trips such as these are reserved on the City's roadway system upon being approved or obtaining vesting. A net total of 499,822 square feet of non-residential construction is also vested but un-built.

The City will continue to monitor the traffic volume on several of roadways, such as Dunlawton Avenue, Clyde Morris Boulevard, Taylor Road, and Williamson Boulevard, and continue to work with FDOT and Volusia County to identify and construct improvements to enhance roadway capacity and LOS.

Future Public or Private Improvements to the System and the Impact on Capacity and LOS:

The following improvements will be made to the road network in the future and will improve capacity and LOS. Roadway improvements proposed for future years are listed below and are indicated on the map in Exhibit 4 on page 18.

Dunlawton Avenue Westbound Right Turn Lane at City Center

This project includes the construction of a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right.

Dunlawton Avenue Westbound Right Turn Lane at Nova Road

This project includes the construction of a westbound right turn lane on Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right.

Dunlawton Avenue Eastbound Right Turn Lane at Clyde Morris Boulevard

This project includes the construction of an eastbound right turn lane on Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right.

Taylor Road west of Summer Trees Road

The County completed an alignment study of this segment that recommended widening from Summer Trees Road to Spruce Creek Boulevard (Spruce Creek Fly-in entrance). The County completed the final design plans in March 2012 for the widening from Summer Trees Road to Forest Preserve Boulevard; however, construction has not been scheduled due to

² 9.52 trips per day for each single family residential unit, 4.99 per mobile home, 5.81 per duplex or townhouse and 6.65 per multi-family unit. Source: ITE Trip Generation Manual, 9th Edition.

lack of funding. The City will be coordinating with the County to secure right-of-way along this segment as development occurs. This project is included in the TPO's 2040 Long Range Transportation Plan.

Williamson Boulevard (Town West Boulevard to north City Limits)

Long-term improvements will need to be programmed for the northerly segments of Williamson Boulevard north of the Pavilion at Port Orange Shopping Center upon further development of the Planned Community Westside. By widening this segment, the capacity at the adopted LOS will increase from between 17,050 to approximately 37,970 daily trips. This project is included in the TPO's 2040 Long Range Transportation Plan.

Yorktowne Boulevard Extension

There are two segments of Yorktowne Boulevard that remain to be constructed; the central segment and the north segment:

- The central segment is +/- 1,600 feet from Hidden Lake Drive, located at the south end of the former Nautica Lakes site at the B-19 tributary crossing. The right-of-way for this segment has been dedicated to the City. The project is proposed as a 4-lane divided road designed to City standards. The project includes 800 feet of improvements to the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes Dr.
- The north segment is +/-2,000 feet from the B-19 tributary crossing to Willow Run Boulevard. The project is proposed as a 4-lane divided road designed to City standards. In August 2018, the City entered into an agreement with the land owner that this road segment runs through that guarantees the City the land necessary to construct this segment will be dedicated to the City prior to any development on the property, or within 30 days after written notice to the property owner that the City intends to construct the road. The City also obtained the rights to all of the roadway designs, surveys, legal description for the current road alignment and proposed road alignment, and all documents for the active Environmental Resource Permit, for the north segment of the Yorktowne Boulevard. The project also includes improvements to the intersection of Willow Run Boulevard and Yorktowne Boulevard.

Collector Road Connections

Additional traffic volume is anticipated to be placed on Taylor Road and Williamson Boulevard (north of Taylor Road) by future developments. The City has planned a network of collector roads west of I-95 that will be constructed in phases as development occurs within the Planned Community Westside.

Bikeway/Pedestrian Improvements during the Past Fiscal Year:

The following bikeway or pedestrian improvement projects were completed in FY17/18.

- Victoria Gardens Boulevard sidewalk from Applevue Way to Clyde Morris Boulevard
- McDonald Road sidewalk from 6th Street to Sugar House Drive

Future Bikeway/Pedestrian Improvements

The City is proceeding with several improvements to the bikeway/pedestrian network. Many of these improvements were identified in recent Safe-Routes-to-Schools studies developed in conjunction with the Volusia River 2 Sea Transportation Planning Organization. These projects will improve the bicycle and pedestrian levels of service in areas in close proximity to schools, parks, and mobile home parks. Projects being constructed, designed or considered for immediate funding include:

- Street light improvements along Dunlawton Avenue from US1 to Spruce Creek Road – ***Construction to begin in Fall 2018***
- Spruce Creek Road sidewalk (east and west sides) from Nova Road to Angelina Court – ***Design and permitting complete; Awaiting funding***
- Multi-purpose trail from Ocean Avenue to Rose Bay Bridge - ***Awaiting funding***
- Willow Run Boulevard sidewalk (south side) from Clyde Morris Boulevard to Tracy Drive - ***Awaiting funding***
- Madeline Avenue Trail from Williamson Boulevard to Nova Road and Bruner Road Sidewalk - ***Awaiting funding***
- Sidewalk Gap Project - Filling sidewalk gaps along major roadways - ***Awaiting funding***
 1. Herbert Street (south side) from City Center Drive to Gulfstream Village Driveway
 2. Taylor Road (west side) from Dunlawton Avenue to Journey's End Way.
 3. Ravenwood Drive (north and south side) 300' west of Clyde Morris Boulevard
 4. Woodlake Drive (north and south side) 300' west of Clyde Morris Boulevard

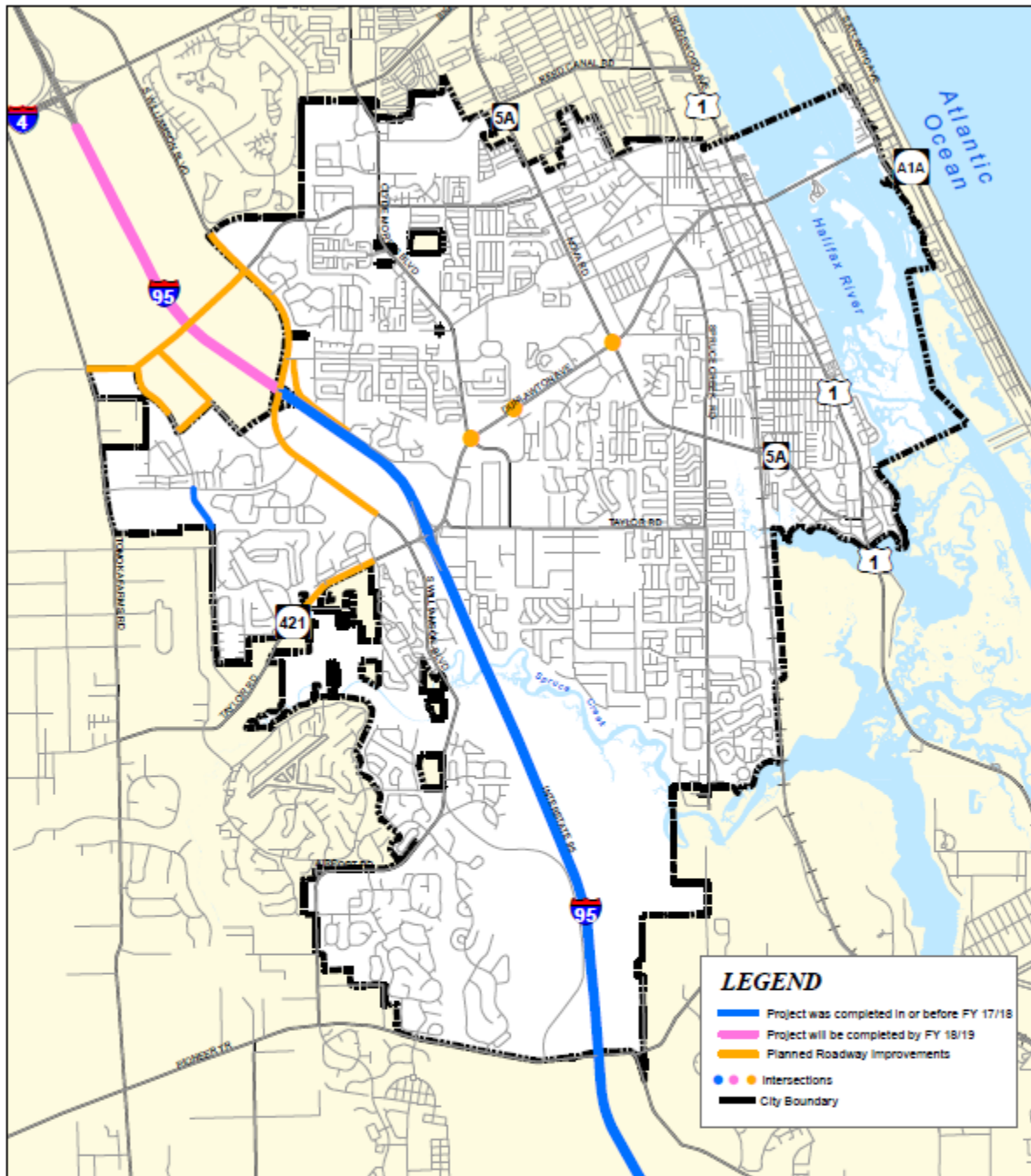


EXHIBIT 4

ROADWAY IMPROVEMENTS TO SYSTEM DURING PAST FY (17/18) OR CURRENT FY (18/19)

CITY OF PORT ORANGE

2018 CONCURRENCY MANAGEMENT REPORT

Department of Community Development

November 2018



0 6,000 12,000
1 inch equals 6,000 feet

SANITARY SEWER

The Port Orange Sanitary Sewer System serves the City of Port Orange, Daytona Beach Shores, Ponce Inlet (wholesale), and other unincorporated areas of East Volusia County. The Port Orange collection system contains 110 standard public pump stations and 24 “grinder” stations and an estimated 354 miles of pipeline. The collectors range in size from 8” to 30” and transmit flow back to the City’s treatment plant through a series of force mains and relatively deep interceptors.

Adopted Level-of-Service Standard:

Residential consumption is 160 gallons per day per Equivalent Living Unit (ELU) and Commercial consumption is 1/10 gallon per sq. ft. per day of commercial, industrial, or institutional development.

Design Capacity of the Wastewater Treatment Plant and Existing LOS:

The Florida Department of Environmental Protection (FDEP) has permitted the Wastewater Treatment Plant with a maximum capacity of 12.0 million gallons per day (MGD). According to the Public Utilities Department, the present total number of sewer connections is 25,609, and the number of permitted ELU’s connected to the system is 46,781. The Wastewater Treatment Plant currently has a committed capacity of 7.49 MGD, based on FDEP permits for development. Using the City’s LOS figure of 160 gallons per ELU, the Wastewater Treatment Plant is capable of providing service to 75,000 ELU’s. Therefore, the sanitary sewer system capacity is sufficient to serve the current committed ELU’s (see Exhibit 5).

Exhibit 5: Capacity of the Wastewater Treatment Plant

	MGD*	ELU**
Maximum Capacity	12.0	75,000
Committed Capacity	7.49	46,781
Remaining Capacity	+4.51	+28,219

*MGD - Million Gallons per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2018 and FDEP Waste Treatment Plant Permit Application.

As indicated in Exhibit 6 and 7 (see next page), wastewater generation rates have generally been increasing since FY 15/16. The increase could be attributed to the recent growth in residential and non-residential development.

Exhibit 6 presents a summary of the actual wastewater generation throughout the entire service area since FY 07/08 and the projections through 2025. The projections are based on population projections in the Comprehensive Plan that was developed in 2006, prior to the recession that began in 2008. Based on the current economic conditions, the City is not anticipating to actually achieve the projected growth at this rate.

Exhibit 6: Wastewater Generation

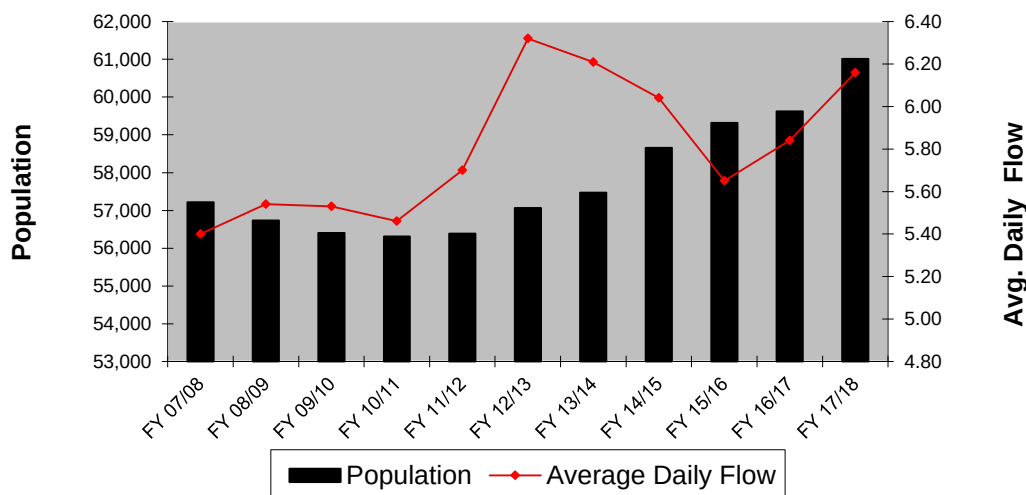
YEAR	AVERAGE DAILY FLOW
------	--------------------

FY 07/08 (actual)	5.40 MGD
FY 08/09 (actual)	5.54 MGD
FY 09/10 (actual)	5.53 MGD
FY 10/11 (actual)	5.46 MGD
FY 11/12 (actual)	5.70 MGD
FY 12/13 (actual)	6.32 MGD
FY 13/14 (actual)	6.21 MGD
FY 14/15 (actual)	6.04 MGD
FY 15/16 (actual)	5.65 MGD
FY 16/17 (actual)	5.84 MGD
FY 17/18 (actual)	6.16 MGD
2020 (projected)	7.50 MGD
2025 (projected)	8.00 MGD

Source: Port Orange Public Utilities Department, October 2018 and DEP Waste Treatment Plant Permit Application.

Exhibit 7 presents a comparison between the average daily flow and the City's population since 2008.

Exhibit 7: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2018. DEP Waste Treatment Plant Permit Application.

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

It is possible to determine the per capita demand for sanitary sewer generated by reserved and vested development, given the generation rate, the future population, and the non-residential building square footage involved. According to Exhibit 1, the vested and reserved capacity includes the volume needed for 1,016 residential units and 499,822 SF of gross leasable non-residential space. Given a per capita generation rate of 160 gallons per day per ELU for residential and 1/10 gallon per square foot of gross building

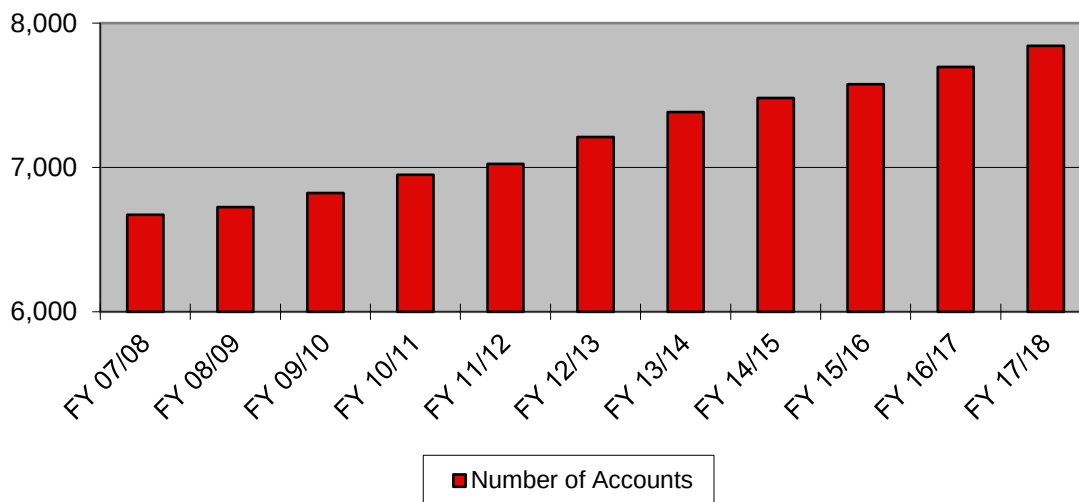
area for non-residential development, the vested and reserved development could increase the total demand by 212,542 gallons per day (0.21 MGD). Therefore, according to Exhibit 5, sufficient capacity exists for the development with vested and reserved capacity (Exhibit 1, page 6). In addition, further demand may also be generated by growth within the service area outside of the City limits.

Reclaimed Water:

Reclaimed water is derived from wastewater that has been collected and treated and is safe to be placed back into the environment. Previously, reclaimed water was discharged into the Halifax River; however, in the early 1990's the City began to distribute reclaimed water to residents and business for irrigation. Therefore, the use of reclaimed water for irrigation reduces the amount of treated wastewater discharged into the Halifax River and reduces the amount of potable water used for irrigation.

The number of metered reclaimed water accounts within the City has continued to increase over the years with the present total number of reclaimed water accounts at 7,843 (see Exhibit 8).

Exhibit 8: Number of Reclaimed Accounts



Source: City of Port Orange Finance Department, October 2018

The continued increase in reclaimed demand is due to the following factors:

- The City requirement that developers install service connections and connect to reclaimed water lines, where available.
- Potable water irrigation meters are no longer issued.

Proposed Public or Private Improvements to the System in the Current Fiscal Year and its Impact on Capacity and LOS:

- On-going maintenance projects that allow for LOS to be maintained:
 - Replace mechanical equipment in 5 lift stations. This is an ongoing maintenance project to replace 5 lift stations per year.
 - Wastewater plant influent by-pass. Project includes valves, piping, meters to install bypass piping of the influent structure at the treatment plant to enable emergency work as needed on the influent bar screens.
 - Sewer System Rehabilitation to reduce inflow and infiltration (I&I). Project includes cleaning, video, and cured in place lining of various gravity sewer lines identified in previous I&I study.
 - Electrical system upgrades to wastewater treatment plant. Project includes replacing aging and failing underground electrical wiring, conduit, electrical panels, etc.
- Septic to Sewer. This project includes installing new sewer service into various areas of the sewer service area currently served by septic tanks. This is a long-term project. Design of the new sewer system will begin in FY19.
- Rehabilitation of Master Lift Station at Herbert Street and Nova Road. Project includes replacing and increasing the size of the master lift station at Herbert Street and Nova Road.

Potable Water

The Port Orange water utility currently serves the following areas:

- City of Port Orange
- City of Daytona Beach Shores (south of Thames Avenue)
- Town of Ponce Inlet (wholesale account)
- Wilbur-By-The-Sea (unincorporated area)
- Other non-designated unincorporated areas

Adopted Level-of-Service Standard:

- (1) Consumption :
 - Residential is 180 gallons per day per ELU
 - Commercial, industrial, or institutional development is 1/10 gallon per sq. ft. per day
- (2) System Minimum Pressure : 20 pounds per square inch during fire flow
- (3) Storage Provided: 50% of peak daily flow
- (4) Well Capacity: Peak day flow with two wells out of service
- (5) Norm. Operating Pressure: 60-70 pounds per square inch (psi)
- (6) Water Plant Capacity: Adequate for peak daily; three-year lead-time for planned expansion
- (7) High Service Pumping: Peak hour with largest pump out of service
- (8) Water Quality: Meet State/Federal drinking water standards

Design Capacity of Potable Water Treatment Facilities, Consumptive Use Permit, and Existing LOS:

The Garnsey Water Treatment Plant provides the City with a water quality supply that meets all applicable State and Federal standards. The plant was constructed in 1981 and has undergone two upgrades since that time. The plant currently has a capacity of 15.0 MGD and consists of four high-service fixed-speed pumps and two variable-speed pumps that provide adequate water supply to all portions of the service area.

There are two concurrency measures related to potable water: plant capacity and water supply capacity. Regarding plant capacity, there are presently 28,803 potable water connections, equivalent to 40,555 ELUs (Equivalent Living Unit). Based on an LOS standard of 180 gallons per ELU, the capacity currently committed is 7.3 MGD. Therefore, the Water Treatment Plant capacity is sufficient (15.0 MGD) to serve the current number of ELUs at current peak flow rates (see Exhibit 9).

Exhibit 9: Remaining Capacity at the Garnsey Water Treatment Plant

	MGD*	ELU**
Maximum Plant Capacity	15.00	83,333
Committed Capacity	7.3	40,555
Remaining Capacity	7.7	42,778

*MGD- Million Gallons Per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, October 2018

The second measure is water supply capacity. While the City has the technical capability to pump up to 15 million gallons per day from its wells, the Consumptive Use Permit (CUP) issued by the St. John's River Water Management District limits how much water the City can actually pump out of the ground. The CUP is a 20-year permit that was issued in 2002 and will expire in 2022. The 2019 permitted average daily groundwater withdrawal is 8.85 MGD and the maximum permitted peak day withdrawal is 13.28 MGD. The maximum groundwater withdrawal permitted by the CUP in years 2021 and 2022 is 13.46 MGD.

Exhibit 10 shows the actual average and peak daily flow in 2018 and the permitted average and peak daily flow allowed by the CUP in 2018. Based upon this measure, the City is below the maximum water withdrawal allowed by the CUP.

Exhibit 10: Permitted and Actual Average Daily Flow and Peak Flow

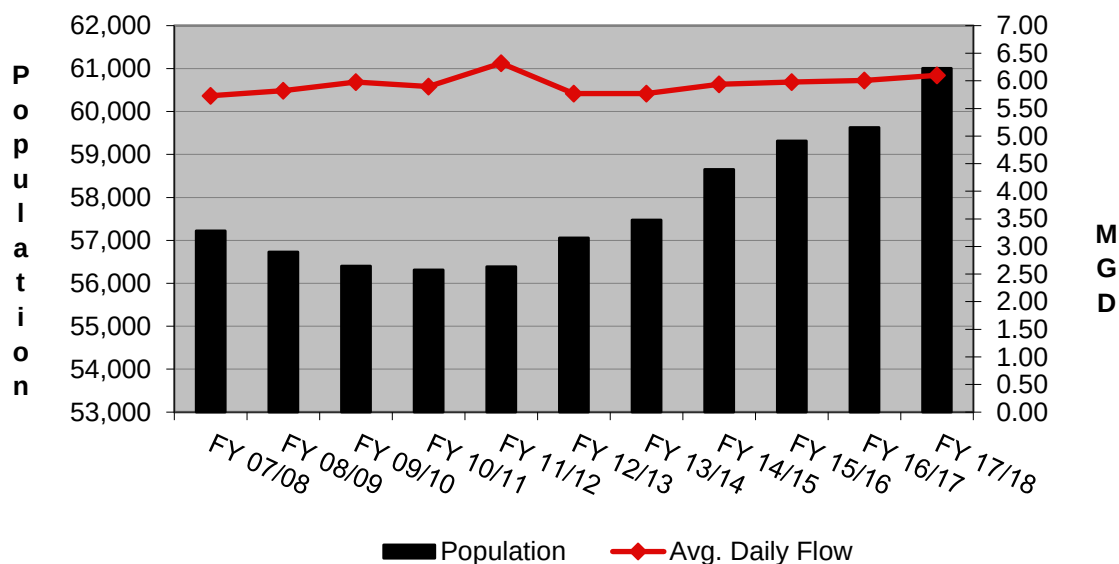
	2018	2019
Permitted Average Daily Flow	8.74 MGD	8.85 MGD
Actual Average Daily Flow	6.1 MGD	N/A
Permitted Peak Daily Flow	13.10 MGD	13.28 MGD
Actual Peak Daily Flow	7.59 MGD	N/A

MGD- Million Gallons per Day

Source: Port Orange Public Utilities Department, October 2018

As indicated in the graph in Exhibit 11, the average daily flow has remained generally constant relative to the increase in the City's population.

Exhibit 11: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2018

Existing Potable Water Storage Capabilities:

During times of peak flow, portions of the service area, primarily on the barrier island, are subject to greatly increased water demands. Demand requirements are met by ground storage tanks located at the north and south ends of Peninsula Avenue. When demand subsides, water is no longer pumped from the storage tanks and they are refilled to normal operating levels. This allows the peak flow requirements to be met efficiently, so that demand at the treatment plant remains fairly constant. The adopted LOS standard for water storage is 50% of average daily flow. With an average daily flow of 6.1 MGD in 2018, the LOS standard water storage volume would be 3.05 MGD. Present potable water storage facilities for the Port Orange system can accommodate 6 MG. Therefore, the City has sufficient surplus storage capacity to support new development.

Existing Minimum Water Pressure:

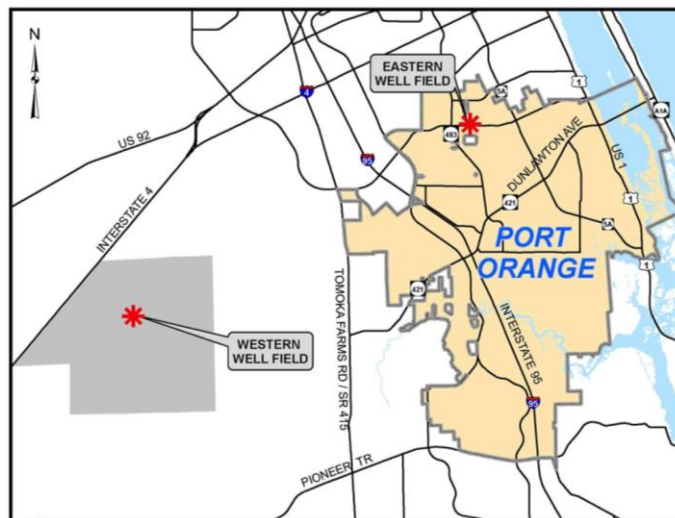
The existing water pressure fluctuates from an absolute low of 40 psi (non-fire flow) to a high of 70 psi with the normal operating pressure being between 60 and 70 psi. The system's minimum pressure during fire flow³ is presently 20 psi, which also meets the City's adopted LOS standards. Therefore, the water pressure meets the adopted LOS.

Existing Well Capacities:

The City has two well fields; The Central Recharge Well Field and the Eastern Well Field, with a cumulative water production capacity of approximately 11.5 MGD (see Exhibit 12):

- The Central Recharge Well Field (Western Well field) is located west of the City, south of I-4 and is the primary source of the City's potable water supply (approximately 87%). This well field contains 27 wells.
- The Eastern City Well Field is located off Clyde Morris Boulevard and contains 9 fully functioning secondary wells. These wells supply approximately 13% of the total flow.

Exhibit 12: Location Map of the City's Well Field Sites



³ Fire flow is the quantity of water measured in gallons per minute (gpm) that is needed to extinguish a fire involving a particular building, block, area or material.

Exhibit 13 shows the number of wells needed to supply the raw water peak daily flow demand in 2019. The number of wells required includes an allowance for two wells out of service, which is within the adopted LOS standard.

Exhibit 13: Raw Water Supply Wells Required for the Port Orange Service Area

Year	Permitted Peak Day Demand	Number of Wells Required*	Wells Available	Excess (+) or Deficiency
2019	13.28 MGD	25	36	11

* Average output for each well is 0.527 MGD

Source: Port Orange Public Utilities Department, October 2018

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

According to Exhibit 1, the vested and reserved capacity includes the volume needed for 1,016 residential units and 499,822 SF of gross leasable non-residential space. Given a consumption rate of 180 gallons per day per ELU and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development could increase the total demand by 232,862 gallons per day (0.23 MGD). Therefore, sufficient capacity exists for the vested development indicated in Exhibit 1. In addition, further demand may also be generated by growth within the water service area outside of the City limits.

Proposed Public Improvements to the System in the Current Fiscal Year and its Impact on Capacity and LOS:

- South Commonwealth Water Mains Improvement Project. Design is expected to be completed and out for bid in FY19. This project includes replacing approximately 13,700 linear feet of water mains and services to improve reliability and meet the latest fire protection standards. This project is generally located in the area south of Commonwealth Boulevard, between the FEC railroad and Ridgewood Avenue.
- Installation of the water treatment plant filter backwash and sludge pump. Project includes upgrading the filter backwash system and sludge pumps to replace aging equipment and provide reliability and maintain capacity.
- Meter Replacement project - This project was performed with in-house staff and included a five-year plan to replace over 26,000 water meters with new state-of-the-art radio reading water meters.

STORMWATER DRAINAGE

For the purpose of stormwater management, the City is divided into 13 drainage basins, with each basin divided into a number of sub-basins. The City has utilized both structural and non-structural elements to accomplish the objective of controlling the volume, rate of flow, and pollutant load of post-development runoff. Retention and detention basins are structural elements designed to remove pollutants, attenuate post-development discharge in well-drained areas, and encourage percolation and retention of discharge volume. The City is also implementing non-structural methods of flood-damage mitigation, such as increased regulation of development in flood-prone areas through participation in the National Flood Insurance Program.

Adopted Level-of-Service Standard (Quantity):

The City's adopted level-of-service (LOS) standard for stormwater management is the 25-year, 24-hour storm event. The City adopted this LOS standard in the late 1970's. Since the late 1970's, all drainage facilities must be able to detain the runoff from the 25-year, 24-hour storm without causing flooding or increasing the 25-year, 24-hour discharge rate to the receiving water bodies. Additionally, the City requires that the post-development 100-yr, 24-hour storm event peak discharge from a given piece of property does not exceed the 100-yr, 24-hour pre-development peak flow.

Adopted Level-of-Service Standard (Quality):

The City's adopted level-of-service (LOS) standard for stormwater management also includes the reduction of pollutants to a level compatible with State standards. On October 1, 2013, a Statewide Stormwater Rule went into effect which requires the removal of 80% of the dissolved contaminant Nitrogen and 95% of the dissolved contaminant Phosphorous from the first 1.25 to 1.75 inches of runoff.

Existing Level-of-Service:

The City's Land Development Code provides minimum standards for stormwater management to control runoff, preserve critical water resources, facilitate recharge of the aquifer, and prevent erosion, sedimentation and flooding. This is accomplished through the development review process for new developments to ensure they meet or exceed the minimum LOS standard, responding to citizen complaints, and coordinating with other jurisdictions to identify areas in need of improvements within the Port Orange system.

After a development is approved and built, the on-going maintenance of private stormwater drainage systems is the responsibility of the homeowners or property owners association. The on-going maintenance of these private stormwater drainage systems is regulated by St. Johns Water Management District (SJRWMD).

An assessment of the City's storm water drainage system is needed to provide the necessary data to examine and create prioritized improvement and maintenance programs to enhance the function of the full stormwater system including those areas developed prior to the adoption of the stormwater regulations.

There have been ongoing proactive maintenance activities, such as ditch clearing and pipe replacement. However, replacement of deteriorated stormwater drainage pipes has been reactive to failures.

Public or Private Improvements to the System during the Past Fiscal Year and Impacts on Capacity and LOS:

On-going Maintenance: Staff continued to perform ongoing maintenance of the drainage system including street sweeping, removal of sediment from inlets and pipes, ditch maintenance (including mowing, large plant removal, cleaning, dredging sediment, restoration and seeding), emergency pipe replacement of aging and failed pipes, and erosion repairs.

Cambridge Canal Improvements: Phase 2A of the Cambridge Canal Improvements were completed in December 2017. The Phase 2A improvements consisted of hardening ±5,000 feet of the canal banks from Trailwood Drive to the Cambridge basin to alleviate flooding upstream due to the narrow canal.

Proposed Public Improvements to the System in the Current Fiscal Year and Impacts on Capacity and LOS:

On-going Maintenance: Staff will continue to monitor the drainage system which will include street sweeping, removal of sediment from inlets and pipes, ditch restoration and maintenance, emergency pipe replacement, and erosion repairs.

Virginia Avenue and Monroe Street Drainage Improvement: Virginia Avenue and Monroe Street is a corridor with a mix of residential properties ranging from 0.2 – 1-acre, located between the Halifax River and the FEC Railroad, from Dunlawton to White Place. The area is served by an older stormwater system in need of improvement since there has been flooding and standing water. There has been an analysis of options, recommended improvements, and design plans have been completed. The St. Johns River Water Management District Permit was issued in 2017. Construction is dependent on funding.

City's Stormwater Master Plan Update: The City's Stormwater Master Plan was created in 1990, but has not been updated on a city-wide basis since. Objective 1, Policy 1.1 of the Comprehensive Plan Drainage Sub-Element indicates the City shall update the drainage plan every five years. While updates have been prepared for specific basins, the system as a whole has not been re-examined since 1990 when the plan was first created. The update began in early 2017 and principally consists of data collection and review of record information to later identify corrective measures to alleviate existing deficiencies in the system and proactively plan new improvements needed to accommodate future development. It will help prioritize spending for future capital drainage projects. This is necessary to ensure that level-of-service standards for stormwater drainage are maintained. This initiative is on-going.

Proposed Public Improvements to the System in the Design Phase:

Sleepy Hollow Drainage Improvement: The Sleepy Hollow Subdivision is a platted 60-acre subdivision located south of Jackson Street, west of Woodlake Subdivision and north

and east of Nova Road. The area has historically flooded during past storm events. Structural flooding tends to concentrate along Horseman Drive, west of Tarry Town Terrace; along Tarry Town Terrace, south of Horseman Drive; and Kristina Court, west of Sleepy Hollow Drive. Mitigation of the flooding will include installation of new storm water drainage facilities. An engineering study provided preliminary design, modeling, and cost estimates for various project options in 2018. The design will provide alternative solutions with cost estimates to address the flooding. Construction is unfunded. Maintenance activities have increased in this area.

Identified Public Improvements to the System Pending Design and Funding:

Howes Street Drainage Improvement: Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. Howes Street periodically experiences ponding and some flooding. There are no workable stormwater drainage facilities in the area. Engineering design is dependent upon funding. In 2018 some improvement of this area was provided through a private developer who constructed stormwater drainage swales with the development of some infill homesites.

Tumblebrook Drive Drainage Improvement: Tumblebrook Drive is located in Sweetwater Hills Subdivision in central Port Orange. The vicinity tends to flood during storm events. Engineering design is dependent upon funding.

Other Stormwater Programs:

National Pollutant Discharge Elimination System (NPDES): The City is currently in the first year of the fourth five-year permit cycle. The Total Maximum Daily Loads (TMDL) program is part of the statewide Watershed Management Program (WMP) administered by the Florida Department of Environmental Protection (FDEP). The program is based on a five-phase cycle that rotates through Florida's basins. The five phases are: Initial Base Assessment, Coordinated Monitoring, Data Analysis and TMDL Development, Basin Management Plan Development, and Implementation of Basin Management Plan.

FEMA Community Rating System (CRS): The City is one of six percent of local governments nationwide that participate in the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) program. Through participation with FEMA in administering the CRS, the City maintains and supervises an overall floodplain management program that is intended to preserve the function of the floodplain within Port Orange. Participation in the program provides property owners with enhanced floodplain information in compliance with FEMA guidelines. The City's designation changed from 'Class 7' to 'Class 5' on May 1, 2016, which means all Post FIRM residents within the City that currently carry FEMA flood insurance for their properties in the Special Flood Hazard Area (SFHA) qualify to receive a 25% discount on their annual FEMA flood insurance policy premium.

In addition, the City participates in the Volusia County Local Mitigation Strategy (LMS) for flood control. The LMS provides a mitigation action plan that identifies areas within the city that have drainage issues that would benefit from engineered improvements.

SOLID WASTE DISPOSAL

Adopted Level-of-Service (LOS) Standard:

The City's collection standard is 1,535 residential units per curbside collection crew, per day, and a solid waste weight standard of 3.21 lbs. per capita, per day for residential; and 10 lbs. per 1,000 square feet of non-residential development per day.

The amount of solid waste generated by individuals is not something that the City can directly control; however, the City can promote recycling programs to inform residents about the benefits of reducing the amount of waste generated. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and room is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard.

Design Capacity of Solid Waste Disposal Facilities and Existing LOS:

The City of Port Orange is currently in a five-year extension (2016 to 2021) to an existing five-year contract (2011 to 2016) with Waste Pro to provide household solid waste, recycling, and yard waste collection services. The contract provides residents with four weekly pick-ups: two for garbage, one for recyclables, and one for yard waste. The residential and commercial solid waste collected is transported to the Volusia County Tomoka Farms Road Landfill. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050. The waste collection numbers for residential and commercial customers are shown in Exhibit 14.

Exhibit 14: Residential and Commercial Waste Generation Figures (FY17/18)

	Residential	Commercial ⁴	Residential and Commercial
Solid Waste	2.14 lb. per capita, per day	1.29 lb. per capita, per day	3.43 lb. per capita, per day
Recycled Items	0.24 lb. per capita, per day	0.15 lb. per capita, per day	0.39 lb. per capita, per day
Yard Waste	0.76 lb. per capita, per day	0.46 lb. per capita, per day	1.22 lb. per capita, per day
Total	3.14 lb. per capita, per day	1.90 lb. per capita, per day	5.04 lb. per capita, per day

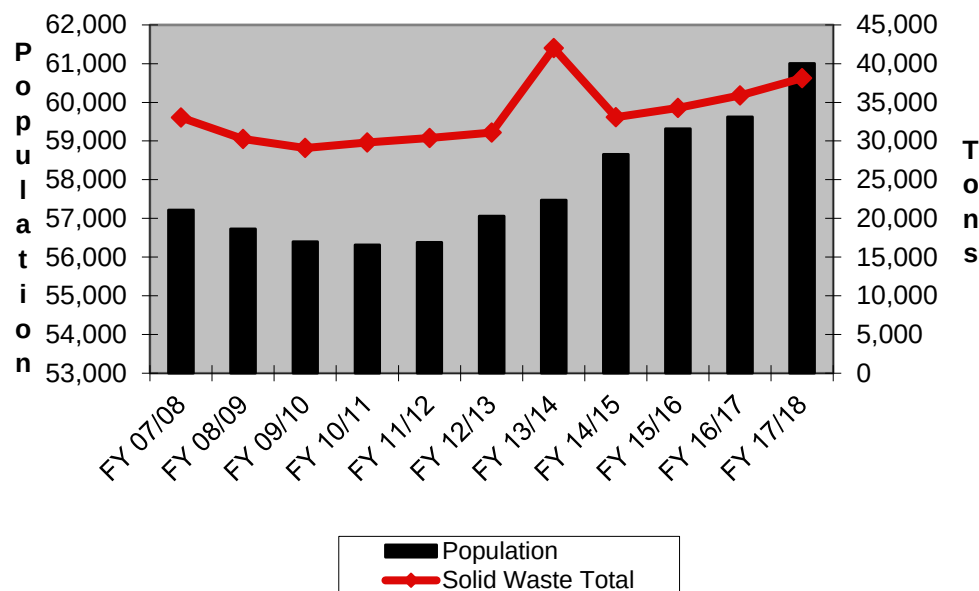
Source: Public Works Department, City of Port Orange, October 2018

Based on the waste collection numbers for residential and commercial customers (estimated population 61,009) from October 1, 2017 through September 30, 2018, each person in Port Orange generated on average 3.43 pounds of solid waste, 0.39 pounds of recycled items, and 1.22 pounds of yard waste every day. The 3.43 pounds per capita, of solid waste generated daily during FY 17/18 is above the LOS standard of 3.21 pounds, and represents a 4% increase from the prior year.

⁴ The amount of commercial recyclable items and yard waste was determined by interpolating the proportion of residential recyclable items and yard waste to the total amount of residential waste disposed.

As indicated in Exhibit 15, the amount of solid waste generated has been increasing since FY 10/11. The City will need to monitor the amount of solid waste generated and explore options to encourage waste reduction. The increase in yard and solid waste may be attributed to debris from Hurricanes Matthew (2016) and Irma (2017). Solid waste from the storms may have included items such as mattresses, carpet, and repair waste from roofs, fences, etc.

Exhibit 15: Solid Waste Collected Compared to Population Growth



Source: Public Works Department, City of Port Orange, October 2018

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

The capacity reservations for vested and approved development identified in Exhibit 1 represent approximately 2,286 additional people and 499,822 square-feet of non-residential development. When all residential and commercial projects noted in Exhibit 1 are built, the amount of waste is estimated to increase by approximately 2,251 tons per year. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050.

Proposed Public Improvements to the System in the Current Fiscal Year and its Impact on Capacity and LOS:

No significant changes in solid waste collection are anticipated during FY 18/19. The City may want to explore options for encouraging a reduction in solid waste generation and an increase in recycling.

RECREATION AND OPEN SPACE

During FY 17/18, the following improvements were completed to existing parks or facilities:

- Causeway Park: Two fishing piers were replaced and one ADA floating dock was repaired. The work was partially funded through a Florida Inland Navigation District (FIND) grant.
- Spruce Creek Road Park: The small playground was replaced.
- Riverwalk Park: Phase 1B was completed and includes a splash pad, playground pavilions, open event space trail along the river, a concessions building, and restrooms.

Exhibit 16: Pictures of Causeway Park Pier and Riverwalk Park (Phase 1B) Splash Pad



Adopted Level-of-Service Standards:

FACILITY

Parkland
Ball Fields
Basketball Courts
Multipurpose Fields
Tennis Courts
Neighborhood Centers

UNIT OF MEASURE

7 acres per 1,000 persons
1 field per 5,000 persons
1 court per 4,000 persons
1 field per 3,500 persons
1 court per 4,000 persons
1 facility per 15,000 persons

Existing Recreational Facilities and Levels of Service:

The existing acreage of parkland and the number of recreational facilities within the City are identified in the inventory in Exhibit 17 and the status of the recreational facility levels-of-service capacities are outlined in Exhibit 18.

Exhibit 17: Recreational Facility Table

Facility Name	Location	Acreage	Ten.	Bask.	Bb./Soft.	Multi.*	Neigh C.
Regional Facilities							
Causeway Park	93 Dunlawton Avenue	30					
Cypress Head Golf Course	6231 Palm Vista	160					1
Riverwalk Park	3431 Ridgewood Ave.	5					
Sugar Mill Ruins	Herbert St. / Sugar Mill Rd.	10.3					
Community Facilities							
Adult Center Annex	3783 Halifax Dr.	0.3					1
Airport Road Park	6731 Airport Road	25	6	2		1	
Allen Green Civic Center	Clyde Morris Blvd.	10					1
*City Center Complex/YMCA	Dunlawton/Clyde Morris Blvd.	49		4	5	6	3
*Coraci Park	5200 Coraci Blvd.	36			4	6	
Lakeside Comm. Center	1999 City Center Circle	2					1
Riverside Pavilion Park	4331 Ridgewood Ave.	3.5					1
Russell Property	6060 Deer Feed Trail	17					
*Spruce Creek Rec. Area	5959 S Spruce Creek Road	40	6	1	2	2	
White Pl. Park /Senior Center	210 White Pl. (Ridgewood)	5.1			1		1
Neighborhood Facilities							
Buschman Park	4575 Spruce Creek Road	20					
Creekside Middle School	Airport Road	15	2	4		5	
Fredricks St. Park	Fredricks Street	5					
Harbor Oaks	Riverside Drive	10		1			
Ken Bern Park	Canal View Blvd.	5					
Memorial Park	3801 Jackson Street	12.6					
Silver Sands Middle School	1300 Herbert Street	22.9	4	4	3	2	
Southwinds Park	1200 Richel Road	10				2	
Willow Run Park	1351 Schoolhouse Dr.	10	2	6	2	2	
TOTALS		503.7	20	22	17	26	9

Ten. – Tennis Court

Bask. – Basketball Court

Bb./Soft. – Baseball/Softball Field

Multi. – Multipurpose Field (soccer, play, etc.)

Neigh C. – Neighborhood Center

* Baseball/softball fields also function as multipurpose fields and are counted under both categories.

Source: Park & Recreation Department, City of Port Orange, October 2018

Exhibit 18: Public Recreational Facilities Capacities and Level of Service (LOS)

FACILITY	AMOUNT REQUIRED FOR ADOPTED LOS*	CURRENT SUPPLY**	EXCESS (+) OR DEFICIENT (-) CAPACITY
Parkland (acres)	443 acres	503.7 acres	+60.7 acres
Baseball/Softball Fields	13 fields	17 fields	+5 fields
Basketball Courts	16 courts	22 courts	+6 courts
Multipurpose Fields	18 fields	26 fields	+8 fields
Tennis Courts	16 courts	20 courts	+4 courts
Neighborhood Centers	4 centers	9 centers	+5 centers

Notes:

* Estimated City Population = 61,009 based on University of Florida Bureau of Economic and Business Research, and anticipated population increases (2,286) from vested and reserved development. Total population to be served = 63,295

** Refer to Exhibit 18, Recreation Facilities Inventory, for individual facility listings.

Sources: Parks and Recreation Department and Community Development Department, October 2018

Capacities Reserved for Approved but Unbuilt Development and Its Impact on Capacity and LOS:

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2018 estimated City population is 61,009. Anticipated population increases from vested and reserved residential development is approximately 2,286, which equals a total population to be served of 63,295. As indicated in Exhibit 19, the City is not deficient in any of the recreational facilities categories for the current population or additional population from vested and reserved development.

Proposed Public and Private Improvements to Recreation Facilities in the Current Fiscal Year and its Impact on Capacity and LOS:

The following improvements are planned for FY 18/19:

- *Port Orange Gymnasium* – Renovation and expansion of the gymnasium into a Recreational Educational Cultural (REC) Center. The renovation will include classrooms, exercise rooms, and art rooms. The City is seeking funding through Volusia ECHO.
- *Phase 2 Riverwalk Park* – Phase 2 (along Halifax Dr. from Ocean Ave. to the Adult Activities Center) improvements include a multi-use trail, benches, and landscaping.
- *Spruce Creek Road Park*: Replace the fencing and backstop at one field.

SCHOOLS

Adopted Level-of-Service Standard:

The uniform, district-wide LOS standards are as follows:

- Elementary: 115% of permanent FISH⁵ capacity for the concurrency service area
- K-8: 115% of permanent FISH capacity for the concurrency service area
- Middle: 115% of permanent FISH capacity for the concurrency service area
- High: 120% of permanent FISH capacity for the concurrency service area
- Special Purpose Schools: 100% of permanent FISH capacity for each school

Public or Private Improvements to the System during the Past Fiscal Year and Its Impact on Capacity and LOS:

The school district did not have any capital (capacity-related) projects scheduled in last year's five-year work plan for schools located in Port Orange. Last year's five-year work plan primarily included dollars programmed for renovations at various schools throughout the district.

Existing Facilities:

Exhibit 19 details existing public school facilities operated by the Volusia County School Board within the City's municipal boundaries. For elementary and middle schools, the Concurrency Service Areas (CSAs) are the respective school attendance boundaries. High schools are grouped into five larger CSAs that reflect student movement between schools at this level.

The high schools located in Port Orange are part of the Halifax Planning Area CSA. All of the high schools in this CSA are shown since the LOS standard is applied to the entire CSA. So, although Spruce Creek High School is at 125% utilization, the Halifax Planning Area CSA for high schools still meets the adopted LOS of 120% with an average utilization 99% for the overall Halifax Planning Area CSA. The School District anticipates the utilization to balance out some across the Halifax Planning Area High Schools with the addition of new academy programs that have opened at some of the other High Schools.

As shown in Exhibit 19, one elementary school within Port Orange currently exceeds the LOS standards, Port Orange Elementary. Volusia County School District analysis shows this to be the result of the gifted program that draws students from outside the attendance boundary, and not a result of unplanned residential growth. At the start of the 2013-14 school year, the school district opened a third gifted center in Port Orange at Horizon Elementary in order to address the increase in enrollment at Port Orange Elementary, as well as the anticipated increases at Cypress Creek Elementary due to residential growth. The three gifted centers in Port Orange include: Port Orange Elementary, Cypress Creek Elementary and Horizon Elementary. The capacity of Port Orange Elementary is 344 students, but the enrollment remains between 350 to 425 students, even with the program changes implemented by the School District. The School District will continue to monitor

⁵ **FISH – Florida Inventory of School Houses.** An official inventory report of all district-owned facilities.

the capacity at Port Orange Elementary; however, the capacity level is not considered a concurrency issue because there is minimal new residential growth planned within the school attendance boundary for Port Orange Elementary and the adjacent schools have remaining capacity.

The other elementary schools and middle schools within Port Orange currently meet the LOS standards (115% of permanent FISH capacity). However, it should be noted that all of the elementary and middle schools in Port Orange are considered to be at capacity or have limited capacity and are on the School District's watch list for closely monitoring capacity.

Student Enrollment Trends

Between school years 2007-08 and 2012-13 the Volusia County School District, along with many other school districts in Florida, experienced an unprecedented decline in student enrollment. According to the Volusia County School District, the decline was attributed to the economic recession and the result of families with school aged children moving out of the area in search of employment and an overall decline of in-migration (new people moving here). Starting with the 2013-14 school year, the Volusia County School District has experienced an increase in its student enrollment. Current trends indicate student enrollment growth is slow, largely due to an aging population and lower birth rates. Student enrollment is trending upward, so school district staff is looking closely at its enrollments and other economic indicators prior to releasing student projections.

Proposed Public and Private Improvements to School Facilities in the Current Fiscal Year and its Impact on Capacity and LOS:

There are no capital (capacity-related) projects in the current School District five-year work plan for schools located in Port Orange. The current five-year work plan includes dollars programmed for renovations at various schools throughout the district, as well as one replacement school, master plans for various schools, and two capacity additions. The FY 18/19 work plan reflects the voter approved half cent sales tax extension.

Exhibit 19: PORT ORANGE PUBLIC SCHOOL ENROLLEMENT & CAPACITY SUMMARY REPORT

	Prior Year			Current Year			Projected			Projected			Projected		
	2017/2018			2018/2019			2019/2020			2020/2021			2021/2022		
School	Enroll*	Cap**	Util***	Enroll	Cap	Util	Enroll	Cap	Util	Enroll	Cap	Util	Enroll	Cap	Util
Elementary (LOS = 115%)															
Cypress Creek	812	754	108%	808	754	107%									
Horizon	775	725	107%	790	725	109%									
Port Orange	403	344	117%	398	344	116%	Enrollment Projections will not be available from the School District until around January 2019.								
Spruce Creek	800	805	99%	838	805	104%									
Sugar Mill	656	623	105%	670	623	108%									
Sweetwater	648	725	89%	680	725	94%									
Total	4094	3976	104%	4184	3976	106%									
Middle (LOS = 115%)															
Creekside	1211	1132	107%	1170	1132	103%									
Silver Sands	1168	1161	101%	1221	1161	105%									
Total	2379	2293	104%	2391	2293	104%									
High (LOS = 120% for the overall Halifax Planning Area CSA)															
Atlantic	1274	1380	92%	1351	1380	98%									
Mainland	1943	2375	82%	1896	2375	80%									
Seabreeze	1559	1747	89%	1656	1747	95%									
Spruce Creek	2621	2079	126%	2596	2079	125%									
Total	7397	7581	98%	7499	7581	99%									

Notes: **Red** – over LOS standard

* Student enrollment

** Permanent FISH capacity (does not include portables)

*** Utilization - Percentage of student enrollment to permanent student capacity

Source: Volusia County School District School Capacity Report, October 2018

IV. SUMMARY AND CONCLUSIONS

The data indicates all public facilities and services subject to concurrency review are at sufficient levels for FY 18/19. As new development and redevelopment occurs, the level of service will need to be addressed, along with the monitoring of all City facilities and services to ensure capacity is available.

Traffic volumes within the City have increased on some segments and decreased on other segments over the past year. Roads on the west side of I-95 will likely experience the most traffic growth in the future. The capacity on Williamson Boulevard (North City Limit to Town West Boulevard) and Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) will need to be monitored as these segments are above their LOS standards. Roadway improvements are planned for the next several years to keep pace with anticipated development.

Sanitary sewer and potable water system capacity exists to support additional growth within the City. The City's Consumptive Use Permit (CUP) limits how much water can actually be withdrawn from the aquifer. As new development and redevelopment occurs, the level of service for potable water will be monitored to ensure that permitted capacity as provided for in the City's CUP is not surpassed.

The stormwater LOS requirement is being met for all drainage facilities constructed after the 1970's (when the City's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The City continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the full stormwater system including those areas developed prior to the adoption of the stormwater regulations.

Solid waste generation rates are slightly above the adopted LOS standard. There is no concurrency review for trash collection; however, the City's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and room is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something that the City can directly control; however, the City can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.

The adopted LOS is being met for all recreational facilities. There are surpluses for each recreation facility that will meet the adopted LOS through the planning horizon (2025).

LOS is being met for all but one of the public schools located in the Port Orange area. Port Orange Elementary continues to exceed the LOS standard; however,

this is due to the gifted program offered at this school that draws students from outside the attendance boundary and not unplanned development. Even with the addition of a third gifted program in the Port Orange area, the enrollment at Port Orange Elementary remains above the capacity of the school. The school district will continue to monitor the capacity at Port Orange Elementary; however, the capacity level is not considered a concurrency issue because there is minimal new residential growth planned within the school attendance boundary and the adjacent schools have remaining capacity.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B12) Adoption of the 2019 Public Hearing and Development Review Calendars

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to adopt the 2019 Development Review and Public Hearing Calendars.

SUMMARY:

Planning Commission Action (11-15-18): Recommended Approval

The 2019 Public Hearing calendar is structured in the same format as the calendar adopted in previous years, with the only changes occurring during the holiday months of November and December (Exhibit A). The Planning Commission meeting dates have been changed to accommodate the holidays as follows:

- November 2019 – Planning Commission meeting moved from November 28 to November 21 (change due to shift of Planning Commission meeting from the fourth Thursday to the third Thursday for the Thanksgiving holiday); and
- December 2019 – Planning Commission meeting moved from December 26 to December 19 (change due to shift of Planning Commission meeting from the fourth Thursday to the third Thursday for the Christmas holiday).

The Staff Development Review Committee (SDRC) meeting dates have been added to the 2019 SDRC calendar (Exhibit B). The project submittal dates provide applicants a SDRC meeting date every week to have their development projects reviewed. Similar to past years, staff will have approximately two weeks to complete their review before a SDRC meeting.

The 2019 SDRC calendar is structured in the same format as the calendar adopted in previous years, with the only changes occurring during the holiday months of November 2019, December 2019, and January 2020. The SDRC meeting dates have been changed to accommodate the holidays as follows:

- November 2019 - SDRC meeting moved from November 27 (Wednesday) to November 26 (Tuesday). Change due to the Thanksgiving holiday;
- December 2019 - SDRC meeting on December 25 (Wednesday) canceled due to the Christmas holiday; and
- January 2020 - SDRC meeting moved from January 1 (Wednesday) to January 2

(Thursday). Change due to the New Year's Day holiday.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Staff Report	Public Hearing and Dev Review Calendars 2019.pdf
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Melanie Schmotzer

Tim Burman

Jake Johansson

Robin Fenwick

Created/Initiated - 11/29/2018

Approved - 11/29/2018

Approved - 11/30/2018

Final Approval - 11/30/2018



STAFF REPORT

2019 PROPOSED PUBLIC HEARING AND DEVELOPMENT REVIEW CALENDAR

PUBLIC HEARING CALENDAR:

The 2019 Public Hearing calendar is structured in the same format as the calendar adopted in previous years, with the only changes occurring during the holiday months of November and December (Exhibit A). The Planning Commission meeting dates have been changed to accommodate the holidays as follows:

- November 2019 – Planning Commission meeting moved from November 28 to November 21 (change due to shift of Planning Commission meeting from the fourth Thursday to the third Thursday for the Thanksgiving holiday); and
- December 2019 – Planning Commission meeting moved from December 26 to December 19 (change due to shift of Planning Commission meeting from the fourth Thursday to the third Thursday for the Christmas holiday).

DEVELOPMENT REVIEW CALENDAR:

The Staff Development Review Committee (SDRC) meeting dates have been added to the 2019 SDRC calendar (Exhibit B). The project submittal dates provide applicants a SDRC meeting date every week to have their development projects reviewed. Similar to past years, staff will have approximately two weeks to complete their review before a SDRC meeting.

The 2019 SDRC calendar is structured in the same format as the calendar adopted in previous years, with the only changes occurring during the holiday months of November 2019, December 2019, and January 2020. The SDRC meeting dates have been changed to accommodate the holidays as follows:

- November 2019 - SDRC meeting moved from November 27 (Wednesday) to November 26 (Tuesday). Change due to the Thanksgiving holiday;
- December 2019 - SDRC meeting on December 25 (Wednesday) canceled due to the Christmas holiday; and
- January 2020 - SDRC meeting moved from January 1 (Wednesday) to January 2 (Thursday). Change due to the New Year's Day holiday.

EXHIBIT A

**CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2019 PUBLIC HEARING CALENDAR**

APPLICATION DEADLINES (BY 4:00 P.M.)	PLANNING COMMISSION MEETING DATES	CITY COUNCIL MEETING DATES *
JANUARY 23, 2019	FEBRUARY 28, 2019	MARCH 19, 2019
FEBRUARY 20, 2019	MARCH 28, 2019	APRIL 16, 2019
MARCH 20, 2019	APRIL 25, 2019	MAY 21, 2019
APRIL 17, 2019	MAY 23, 2019	JUNE 18, 2019
MAY 22, 2019	JUNE 27, 2019	**JULY 16, 2019
JUNE 19, 2019	JULY 25, 2019	AUGUST 20, 2019
JULY 17, 2019	AUGUST 22, 2019	SEPTEMBER 17, 2019
AUGUST 21, 2019	SEPTEMBER 26, 2019	OCTOBER 15, 2019
SEPTEMBER 18, 2019	OCTOBER 24, 2019	NOVEMBER 19, 2019
OCTOBER 23, 2019	** NOVEMBER 21, 2019	DECEMBER 17, 2019
NOVEMBER 6, 2019	** DECEMBER 19, 2019	JANUARY 21, 2020
DECEMBER 18, 2019	JANUARY 23, 2020	FEBRUARY 18, 2020
JANUARY 22, 2020	FEBRUARY 27, 2020	MARCH 17, 2020

* First reading of ordinances. Second reading of ordinances is generally scheduled for the next Council meeting listed. Council dates are subject to change and may be verified through the City Clerk's office (386) 506-5563.

** These dates may be rescheduled from regular dates due to holidays or other events.

PLANNING COMMISSION – Meets at 5:30 p.m. at 1000 City Center Circle in the Council Chambers, first floor, City Hall.

CITY COUNCIL – Meets at 6:30 p.m. at 1000 City Center Circle in the Council Chambers, first floor, City Hall.

EXHIBIT B

2019 STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC) CALENDAR

APPLICATION DEADLINES (NO LATER THAN 12:00 NOON)	SDRC MEETING DATES
DECEMBER 12, 2018	JANUARY 2, 2019
DECEMBER 19, 2018	JANUARY 9, 2019
DECEMBER 26, 2018	JANUARY 16, 2019
JANUARY 2, 2019	JANUARY 23, 2019
JANUARY 9, 2019	JANUARY 30, 2019
JANUARY 16, 2019	FEBRUARY 6, 2019
JANUARY 23, 2019	FEBRUARY 13, 2019
JANUARY 30, 2019	FEBRUARY 20, 2019
FEBRUARY 6, 2019	FEBRUARY 27, 2019
FEBRUARY 13, 2019	MARCH 6, 2019
FEBRUARY 20, 2019	MARCH 13, 2019
FEBRUARY 27, 2019	MARCH 20, 2019
MARCH 6, 2019	MARCH 27, 2019
MARCH 13, 2019	APRIL 3, 2019
MARCH 20, 2019	APRIL 10, 2019
MARCH 27, 2019	APRIL 17, 2019
APRIL 3, 2019	APRIL 24, 2019
APRIL 10, 2019	MAY 1, 2019
APRIL 17, 2019	MAY 8, 2019
APRIL 24, 2019	MAY 15, 2019
MAY 1, 2019	MAY 22, 2019
MAY 8, 2019	MAY 29, 2019
MAY 15, 2019	JUNE 5, 2019
MAY 22, 2019	JUNE 12, 2019
MAY 29, 2019	JUNE 19, 2019
JUNE 5, 2019	JUNE 26, 2019
JUNE 12, 2019	JULY 3, 2019
JUNE 19, 2019	JULY 10, 2019
JUNE 26, 2019	JULY 17, 2019
JULY 3, 2019	JULY 24, 2019
JULY 10, 2019	JULY 31, 2019
JULY 17, 2019	AUGUST 7, 2019
JULY 24, 2019	AUGUST 14, 2019
JULY 31, 2018	AUGUST 21, 2019
AUGUST 7, 2019	AUGUST 28, 2019
AUGUST 14, 2019	SEPTEMBER 4, 2019
AUGUST 21, 2019	SEPTEMBER 11, 2019
AUGUST 28, 2019	SEPTEMBER 18, 2019
SEPTEMBER 4, 2019	SEPTEMBER 25, 2019
SEPTEMBER 11, 2019	OCTOBER 2, 2019
SEPTEMBER 18, 2019	OCTOBER 9, 2019
SEPTEMBER 25, 2019	OCTOBER 16, 2019
OCTOBER 2, 2019	OCTOBER 23, 2019
OCTOBER 9, 2019	OCTOBER 30, 2019
OCTOBER 16, 2019	NOVEMBER 6, 2019
OCTOBER 23, 2019	NOVEMBER 13, 2019
OCTOBER 30, 2019	NOVEMBER 20, 2019
NOVEMBER 6, 2019	* NOVEMBER 26, 2019
NOVEMBER 13, 2019	DECEMBER 4, 2019
NOVEMBER 20, 2019	DECEMBER 11, 2019
NOVEMBER 27, 2019	DECEMBER 18, 2019
DECEMBER 4 & DECEMBER 11, 2019	* JANUARY 2, 2020
DECEMBER 18, 2019	JANUARY 8, 2020
* DECEMBER 24, 2019	JANUARY 15, 2020

To schedule a pre-application conference, please contact the Planning Division in Community Development at (386) 506-5674. If applicable, Planning Commission and City Council meeting dates will be established for each project upon resolution of outstanding technical comments.

* These dates may be rescheduled from regular dates due to holidays.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B13) Approval of a Lien Recovery Agreement for the property at 929 Forest Glen Drive

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Lien Recovery Agreement to re-establish water service.

SUMMARY: Owner abandoned home, water was shut off for non payment and the home went into foreclosure. Re-established ownership and is requesting water to be turned back on. Customer owed \$1458.70 and has made a payment of \$729.36.

Customer is requesting a Lien Recovery Agreement for the remaining balance to reinstate service.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Lien Recovery Agreement - Forest Glen	Lien Recovery Agreement - Forest Glen.pdf
2.	929 Forest Glen Drive	929 Forest Glen Drive.pdf

Cherie Cadenhead
Lori Bockelman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 11/27/2018
Approved - 12/04/2018
Approved - 12/04/2018
Approved - 12/05/2018
Final Approval - 12/05/2018

AGREEMENT FOR LIEN RECOVERY

This Agreement for Lien Recovery ("Agreement") is made and entered into this ____ day of _____, 2018 (the "effective date"), by and between **Joseph Siudock and Elizabeth Siudock** ("Utility Account Holder") and the Interim Finance Director on behalf of the **City of Port Orange**, Florida, a Florida municipality ("City"), collectively referred to as the "Parties."

WHEREFORE, the Utility Account Holder is the owner of the property located at **929 Forest Glen Drive, Port Orange, Florida, Parcel No. 6316-07-00-0010** ("Subject Property"), where utility services are requested; and

WHEREFORE, the Utility Account Holder declares their intent to permanently reside at the Subject Property, referenced herein. Furthermore, Utility Account Holder declares said Subject Property shall be designated as their homestead; and

WHEREFORE, this Agreement is to pay the balance due and owing on an existing Claim of Lien ("Lien") against the Subject Property, bearing the date of December 16, 2016, recorded in Official Records Book 7339, Page 1147 in the public records of Volusia County, Florida; and

WHEREFORE, the above referenced Lien is valid against the real property referenced herein and is superior and paramount to the interest in such land or premises of any owner, lessee, tenant, mortgagee or any other person, except the liens of state, county, and municipal taxes, and shall be on parity with the liens of such, pursuant to Section 159.17, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto mutually agree as follows:

1. The City agrees to the establishment of utility service at Subject Property with the existing Lien balance, subject to the execution of this Agreement.
2. The outstanding Lien balance on the effective date of this Agreement is Seven Hundred Twenty-Nine and 35/100 Dollars (\$729.35). The Utility Account Holder agrees to make payments of the Lien balance to the City as follows: Thirty-Five (35) successive monthly payments in the amount of Twenty and 25/100 Dollars (\$20.25) and a final payment of Twenty and 60/100 Dollars (\$20.60). The initial payment shall be made upon execution of this Agreement and at the time service is established for the Subject Property.
3. The Lien recovery payment shall constitute a utility charge. Payment of the Lien shall be invoiced monthly commencing after the execution of this Agreement and established service at the Subject Property. Any payments for utility charges at the Subject Property shall be applied first to the Lien amount, with any remaining monies being applied to the current utility services account balance.
4. Upon establishing service, the City shall suspend any further accrual of penalties, interest, and late fees with regard to the outstanding balance of said Lien.
5. If any one of the monthly payments under this Agreement is not paid as and when due, and remains unpaid for 30 days or more after the due date, then the

Utility Account Holder shall be considered in default of this Agreement. In the event of a default of this Agreement, the City shall cause the accrual of penalties, interest, and late fees, previously suspended in consideration of this Agreement, to be reinstated as to the remaining balance of said Lien from date of default. In addition, in the event of default of this Agreement, there shall be a discontinuance of utility services without further notice to the Utility Account Holders.

6. Upon proof of receipt of full payment of the Lien amount, as referenced in Paragraph (1), the City shall immediately deem the Lien satisfied and shall execute and record a Satisfaction of Lien in the public records of Volusia County within the time permitted under the Florida Statutes.

This Agreement incorporates and makes a part hereof the above-referenced Claim of Lien. Furthermore, as it relates to said Lien, this Agreement shall be construed and enforced according to the provisions of Chapters 2 and 74, Code of Ordinances, City of Port Orange, and Section 159.17, Florida Statutes, and any other applicable laws of the State of Florida.

This Agreement forms the entire agreement between the Parties and supersedes any prior discussions or correspondence. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Utility Account Holder has read the foregoing Agreement in its entirety, and voluntarily agrees to each of its terms with full knowledge thereof. Furthermore, they acknowledge and understand that they have the opportunity to have outside counsel of their choice review this Agreement.

[THIS PAGE LEFT BLNK INTENTIONALLY – SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date above.

JOSEPH SIUDOCK

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by JOSEPH SIUDOCK, who has produced identification or is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

ELIZABETH SIUDOCK

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by ELIZABETH SIUDOCK, who has produced identification or is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

City of Port Orange

By: _____
Lori Bockelman, Interim Finance Director

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Lori Bockelman, as Interim Finance Director for the City of Port Orange, a Florida municipality, on behalf of the city and who is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

Reviewed by Attorney: _____ Date: _____

929 Forest Glen Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	UTILITY SERVICES	PENALTIES/ SERVICE CHARGES	PAYMENTS/ CREDIT	MONTHLY BILL	BALANCE ON ACCOUNT
11/16/2015	CYCLE BILL	79.07			79.07	79.07
12/16/2015	CYCLE BILL	53.22			53.22	132.29
1/13/2016	CYCLE BILL	70.45		-79.07	70.45	123.67
2/11/2016	CYCLE BILL	70.45	10.00	-53.22	80.45	150.90
3/14/2016	CYCLE BILL	61.83	10.00	-70.45	71.83	152.28
4/12/2016	CYCLE BILL	70.45		-80.45	70.45	142.28
5/16/2016	CYCLE BILL	61.83	10.01	-70.45	71.84	143.67
6/15/2016	CYCLE BILL	70.45	10.72	-81.53	81.17	143.31
7/14/2016	CYCLE BILL	70.45	10.00	-70.00	80.45	153.76
8/16/2016	CYCLE BILL	61.83	10.63	-80.45	72.46	145.77
9/20/2016	CYCLE BILL	70.45	10.00	-0.16	80.45	226.06
10/17/2016	CYCLE BILL	53.22	50.54	-81.31	103.76	248.51
11/15/2016	CYCLE BILL	41.26	11.24		52.50	301.01
12/14/2016	CYCLE BILL	41.26	12.17		53.43	354.44
1/17/2017	CYCLE BILL	33.19	80.45	-0.06	113.64	468.02
2/14/2017	CYCLE BILL	31.92	12.30	-70.00	44.22	442.24
3/14/2017	CYCLE BILL	31.92	13.31		45.23	487.47
4/18/2017	CYCLE BILL	31.92	23.63		55.55	543.02
5/17/2017	CYCLE BILL	31.92	3.95		35.87	578.89
6/15/2017	CYCLE BILL	31.92	14.27		46.19	625.08
7/19/2017	CYCLE BILL	31.92	14.59		46.51	671.59
8/17/2017	CYCLE BILL	31.92	14.91		46.83	718.42
9/20/2017	CYCLE BILL	31.92	15.23		47.15	765.57
10/19/2017	CYCLE BILL	31.92	15.55		47.47	813.04
11/20/2017	CYCLE BILL	31.92	15.87		47.79	860.83
12/21/2017	CYCLE BILL	31.92	10.00		41.92	902.75
1/19/2018	CYCLE BILL	31.92	10.00		41.92	944.67
2/19/2018	CYCLE BILL	31.92	16.83		48.75	993.42
3/20/2018	CYCLE BILL	31.92	17.15		49.07	1,042.49
4/17/2018	CYCLE BILL	31.92	17.46		49.38	1,091.87
5/17/2018	CYCLE BILL	31.92	10.00		41.92	1,133.79
6/18/2018	CYCLE BILL	31.92	18.10		50.02	1,183.81
7/17/2018	CYCLE BILL	31.92	18.42		50.34	1,234.15
8/16/2018	CYCLE BILL	31.92	18.74		50.66	1,284.81
9/18/2018	CYCLE BILL	31.92	19.06		50.98	1,335.79
10/19/2018	CYCLE BILL	31.92	19.38		51.30	1,387.09
11/15/2018	CYCLE BILL	31.92	19.70		51.62	1,438.71
11/20/2018	PAYMENT			-719.36		719.35
	TOTALS	1,611.65	\$564.21	-1,456.51	2175.86	719.35



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B14) Approval of Concurrency and Fair-Share Agreement for the Springs at Port Orange Site Plan - Case No. 18-80000008 (Continued from 12/4/18)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for the Springs at Port Orange Site Plan.

SUMMARY: The Springs at Port Orange Multi-Family Development project is proposed to be located on the west side of Williamson Boulevard, north of Summer Trees Road. The proposed Concurrency and Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 292 multi-family dwelling units on approximately 29.5 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by LTG Engineering & Planning, anticipates impact to the Taylor Road/Williamson Boulevard intersection, Williamson Boulevard, and Taylor Road upon completion of the development. Based on the TIA prepared, the developer is required to make a \$503,243 fair-share mitigation payment for the 153 PM peak hour trips generated per day from the 292-unit multi-family development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The developer's fair-share mitigation payment includes the design, permitting, and construction (Project Engineer's Estimate \$175,000) associated with improvements to the North Summer Trees Road and Williamson Boulevard intersection, to extend the vehicle stacking area of the eastbound North Summer Trees Road left-turn lane to improve traffic flow, reduce delays for turning vehicles, and improve intersection safety. The remaining fair-share mitigation balance will be credited towards the Summer Trees Road project and either the Yorktowne Boulevard Extension or the Volusia County 4-lane widening of Taylor Road from North Summer Trees Road to Spruce Creek Boulevard project. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	The Springs Concurrency and Fair Share Agreement	The Springs Concurrency and Fair Share Clean 12-6-18.pdf
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2.	Exhibits A-1 A-2 A-3	Springs A-1andA-2_REV (003) (003).pdf
3.	Exhibit B-1	THE Springs Exhibit B-1.pdf

Robin Fenwick	Created/Initiated - 11/28/2018
Tim Burman	Approved - 11/29/2018
Shannon Balmer	Approved - 12/06/2018
Jake Johansson	Approved - 12/07/2018
Robin Fenwick	Final Approval - 12/07/2018

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and CONTINENTAL 425 FUND, LLC, a Wisconsin limited liability company authorized to do business in the State of Florida whose address is W134 N8675 Executive Parkway, Menomonee Falls, WI 53051 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the contract purchaser of the real property described within the Development Exhibit marked as **Exhibit "A-1,"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a multi-tenant commercial unit on approximately Twenty-Nine and Five-tenths (± 29.5) acres of real property, more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference ("Springs at Port Orange"), which will generate 153 P.M. Peak Hour Trips;

WHEREAS, the contribution to transportation improvements identified as "Impacted Intersections/Road Segments per Transportation Master Concurrency Plan" in **Exhibit "A-2"** (hereinafter "Concurrency Improvements") are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Fair-Share Contributions.** Pursuant to Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share contribution for concurrency impacts may include, separately or collectively, private funds, contributions of land, contribution of facilities, and construction of facilities. The Total Fair Share Contribution for the Project is stated in **Exhibit “A-1”** (hereinafter “Total Fair Share Contribution”). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development of the Project:
 - (a) **Proportionate Fair Share Payment:** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibit “A-2”**, Developer shall pay to the City a fair share assessment in the amount of the difference between the Total Fair-Share Contribution, and the value of the Construction Improvements, as described in subsection (b) of this Section 2, pursuant to Section 8(f) , Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange. The City shall apply the Fair Share Payment to fund the City's construction of the Concurrency Improvements described in **Exhibit “A-2”**. Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
 - (b) **Construction of Improvements.** Developer agrees to construct, or to have constructed, a portion or all of the Concurrency Improvements, referenced in **Exhibit “A-2”**, (hereinafter “Construction Improvements”), as full or partial payment towards the Total Fair Share Contribution, in accordance with Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida. Construction of the Construction

Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City's Land Development Code, prior to the issuance of the first Certificate of Occupancy, unless delay is caused for reasons outside of Developer's control, in which case, construction will commence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.

(c) If the City chooses to apply the Fair Share Payment to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project as described in **Exhibit "A-2"** or accept the Construction Improvements as referenced in **Exhibit "A-2"**, separately or collectively, for the fair share contribution, then, unless otherwise stated herein, said mitigating payment and/or completed construction improvements are accepted as full payment for the Total Fair Share Contribution. The value of the Construction Improvements applied toward the Total Fair Share Contribution is based on the costs of the right turn lane into the site of the Project. Once Construction Improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of said improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing said improvements previously provided for consideration toward the Total Fair share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(d) The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

3. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.

4. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Total Fair Share Contribution to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Project. Developer agrees that Volusia County shall have forty-five (45) days to determine whether the Yorktowne Boulevard Extension project as described in **Exhibit "A-2"** ("Yorktowne") is impact fee creditable for purposes of impact fee credit from Volusia County. If such determination is made, then the Total Fair Share Contribution shall be allocated as provided for in **Exhibit "A-2"**. In the alternative, if Volusia County does not timely determine Yorktowne to be impact fee creditable for county purposes, then the Total Fair Share Contribution shall be applied as described in **Exhibit "A-3"** and any references made herein to **Exhibit "A-2"** shall be superseded by **Exhibit "A-3"** for the limited purpose of this provision only, otherwise **Exhibit "A-2"** will prevail as the referenced exhibit in this Agreement.
5. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Total Fair Share Contribution and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
6. **Miscellaneous.**
- A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
- B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
- C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
- D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
- E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be

applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's payment of the Fair Share Payment has been received and all Construction Improvements to be constructed by the Developer as referenced in **Exhibit "A-2"** are complete in accordance with subsections 2(b) and (c).
- G. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- H. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida. After expiration of this Agreement, as set forth in paragraph F, hereinabove, upon the request of Developer, City will execute a release of this Agreement which will be recorded in the Public records, Volusia County, Florida at the sole cost and expense of the Developer.
- I. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."
- J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of December, 2018, by Donald O. Burnette, 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 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 December, 2018, by Robin L. Fenwick, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Printed Name: _____

Printed Name: _____

DEVELOPER:

Continental 425 Fund, LLC, a Wisconsin limited liability company authorized to do business in the State of Florida

By: Continental Properties, Inc., a foreign corporation authorized to do business in the State of Florida, its Manager

By: _____
Printed Name: _____
Title: _____

Date: _____, 2018

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, _____ of Continental Properties, Inc, Manager of Continental 425 Fund, LLC. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of _____ at Large
Printed, typed or stamped name, commission and expiration of commission term



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Spring’s at Port Orange Site Plan
Site Address:	5410 S. Williamson Blvd.
City Case No.	18-80000008
Zoning District	PC-A – Workplace District
TIA Report Date	August 2018 and updates from October 18, 2018 and November 6, 2018
TIA Prepared by:	LTG Engineering & Planning
Est. Date of Impact	2020
Total Fair-Share Contribution	\$503,243

Developer:

Corporate Entity	Continental 425 Fund LLC
Contact Person	Eric Thom
Mailing Address:	W134 N8675 Executive Parkway, Menomonee, Falls WI 53051

Land Owner:

Corporate Entity	Port Orange Holdings II, LLC
Contact Person	Carroll J. Wade
Mailing Address:	2030 Hamilton Pace Blvd., Suite #500, Chattanooga, TN 37421

Real Property

Total Acreage:	+/- 29.51 acres
Parcel Number(s):	6318-00-00-0010
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	Spring’s at Port Orange Site Plan
City Case No.:	18-80000008
TIA Report Date:	August 2018 and updates from October 18, 2018 and November 6, 2018
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2020

Contribution Calculations: Adjusted November 16, 2018

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost ^[3]	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	29/860	3.37%	N/A	\$106,254
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard							
a. Caribbean Pine Way to Madeline Ave. [4]	\$6,388,922	N/A	N/A	23/1870	1.23%	\$78,584	\$86,443
b. Madeline Ave to Willow Run Blvd. [4]	\$3,240,457	N/A	N/A	37/1870	1.98%	\$64,161	\$70,578
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion[4]	\$7,625,017	N/A	N/A	48/1870	2.57%	\$195,963	\$215,560
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$2,953,201	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation – Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) [4]	\$4,034,390	N/A	N/A	13/2390	0.55%	\$22,189	\$24,408

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution ^[2]	\$503,243
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Fair Share Projects Dunlawton/Taylor at I-95(PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

^[1] City Project Participant - *Eligible for City trans. impact fee credits*

^[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Blvd. and Taylor Rd. per the TIA. The impacts resulting from this project will be mitigated by the developer contributing to the design, permitting, and constructing (\$175,000 – project engineer cost estimate) of the extension to the N. Summer Trees Rd. eastbound left-turn lane onto Williamson Blvd. and a mitigation payment to the Yorktowne Blvd. Extension Fair-Share project. The remaining FS balance for Williamson Blvd. and Taylor Rd. (subtract the turn lane cost) will go to the Yorktowne Blvd. extension project. The N. Summer Trees Rd. eastbound turn lane improvement will be required to be completed and accepted prior to the issuance of the first Certificate of Occupancy.

^[3] Rounded up to nearest whole dollar

^[4] Project estimate cost per Volusia County Traffic Engineering – November 9th, 2018

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May, 2007; October 2007, November 2009
 Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010, 1/20/2011, 2/9/2012, 4/8/2013, 12/7/2017, 7/30/2018, & 11/9/2018
 Transportation Concurrency and Fair Share –

Planning Review: _____ Date _____

Finance Review: _____ Date _____

Development Exhibit A – 3
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	Spring’s at Port Orange Site Plan
City Case No.:	18-80000008
TIA Report Date:	August 2018 and updates from October 18, 2018 and November 6, 2018
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2020

Contribution Calculations: Adjusted November 16, 2018

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost ^[3]	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	29/860	3.37%	N/A	\$106,254
Volusia County Taylor Rd. roadway widening (4-lanes) project between N. Summer Trees Rd. to Spruce Creek Blvd. [2]	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard							
a. Caribbean Pine Way to Madeline Ave. [4]	\$6,388,922	N/A	N/A	23/1870	1.23%	\$78,584	\$86,443
b. Madeline Ave to Willow Run Blvd. [4]	\$3,240,457	N/A	N/A	37/1870	1.98%	\$64,161	\$70,578
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion [4]	\$7,625,017	N/A	N/A	48/1870	2.57%	\$195,963	\$215,560
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$2,953,201	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation – Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard) [4]	\$4,034,390	N/A	N/A	13/2390	0.55%	\$22,189	\$24,408

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution ^[2]	\$503,243
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Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

^[1] City Project Participant - *Eligible for City trans. impact fee credits*

^[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Blvd. and Taylor Rd. per the TIA. The impacts resulting from this project will be mitigated by the developer contributing to the design, permitting, and constructing (\$175,000 – project engineer cost estimate) of the extension to the N. Summer Trees Rd. eastbound left-turn lane onto Williamson Blvd. and a mitigation payment to the Volusia County Taylor Rd. widening project (N. Summer Trees Rd. to Spruce Creek Blvd.). The remaining FS balance for Williamson Blvd. and Taylor Rd. (subtract the true turn lane cost) will go to the Volusia County Taylor Rd. widening project. The N. Summer Trees Rd. eastbound turn lane improvement will be required to be completed and accepted prior to the issuance of the first Certificate of Occupancy.

^[3] Rounded up to nearest whole dollar

^[4] Project estimate cost per Volusia County Traffic Engineering – November 9th, 2018

Planning Review: _____ Date _____

Finance Review: _____ Date _____

EXHIBIT B-1

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND NORTHWESTERLY OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 352.00 FEET TO THE WESTERLY LINE OF SUMMERTREES ROAD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 6112, PAGE 1199, SAID PUBLIC RECORDS; THENCE CONTINUE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 732.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 2017.53 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD, THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 2520.99 FEET TO THE WESTERLY LINE OF SAID SUMMERTREES ROAD; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°06'13"W ALONG THE WESTERLY LINE OF SAID SUMMERTREES ROAD, 254.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 35°33'29" AND RADIUS OF 600.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY LINE OF SUMMERTREES ROAD, 372.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, LYING SOUTHWESTERLY OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE) AS RECORDED IN OFFICIAL RECORDS BOOK 3773, PAGE 0770 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND SOUTHERLY AND EASTERLY OF ROYAL PALM P.U.D. - PHASE 1, AS RECORDED IN PLAT BOOK 49, PAGES 30-33, SAID PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED

AS

FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE N87°37'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 1084.97 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 847.03 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, N54°49'14"W, 1170.50 FEET; THENCE CONTINUE ALONG THE BOUNDARY LINE OF SAID ROYAL PALM P.U.D. PHASE 1, N35°10'46"E, 1000.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD; THENCE DEPARTING SAID BOUNDARY LINE OF ROYAL PALM P.U.D. PHASE 1, S54°49'02"E ALONG SAID

SOUTHWESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, 1170.50 FEET; THENCE DEPART THE SOUTHWESTERLY LINE OF SAID WILLIAMSON BOULEVARD S35°10'46"W, 999.93 FEET TO THE TO THE POINT OF BEGINNING



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: Yes

SUBJECT: (B15) Approval of Concurrency and Fair-Share Agreement for the Autozone Site Plan (1710 Taylor Road) - Case No. 18-80000007

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for the Autozone (1710 Taylor Road) Site Plan.

SUMMARY: The AutoZone is proposed to be located at 1710 Taylor Road, on the north side of Taylor Road, west of North Summer Trees Road. The development site is currently undeveloped. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of +/- 7,381 square-foot retail store on approximately 1.61 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by (Traffic Impact Group, LLC), projects impact to the Williamson/Taylor intersection, Taylor Road between Summer Trees Road and Crane Lakes Boulevard, and Williamson Boulevard, north of the Pavilion upon completion of the development. Based on the study prepared, the owner is required to make a \$85,097 fair-share mitigation payment for the 36 PM peak hour trips generated per day from auto parts retail store. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment will be credited towards the Summer Trees Road and Yorktowne Boulevard projects.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Concurrency and Fair Share Agreement	Concurrecny and Fair Share AutoZone 12-4-18.pdf
2.	Exhibit A-1_A-2	Exhibit A-1_A-2.pdf
3.	Exhibit B-1	Exhibit B-1.pdf

Melanie Schmotzer

Created/Initiated - 11/29/2018

Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Approved - 11/29/2018
Approved - 12/05/2018
Approved - 12/06/2018
Final Approval - 12/06/2018

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **AUTOZONE STORES, LLC**, a Nevada limited liability company authorized to do business in the State of Florida whose address is 123 S. Front St., Memphis, Tennessee 38103 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the contract purchaser of the real property described within the Project Data on the attached **Exhibits "A-1" and "A-2"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a multi-tenant commercial unit on approximately One and Six-Tenths (± 1.6) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (AutoZone 6749), which will generate 36 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency

Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
 - A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.
 - B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.
 - C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.
 - D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All

payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the

drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of January, 2018, by Donald O. Burnette, 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 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 January, 2018, by Robin L. Fenwick, 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 at Large
Printed Name, Commission Seal and Term Expiration Date

AutoZone Stores, LLC, a Foreign limited liability company authorized to do business in the State of Florida

WITNESSES:

Printed name: _____

Printed name: _____

By: AutoZone Southeast L.P., a limited partnership, its sole Member

By: AZ SE LLC, a Nevada limited liability company, its General Partner

By: AutoZone Investment Corporation, a Nevada corporation, its Sole Member

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ **of AutoZone Investment Corporation, Sole Member of AZ SE LLC, General Partner of AutoZone Southeast, L.P., Sole Member of AutoZone, LLC**, a Foreign Florida limited liability company authorized to do business in the State of Florida, who is personally known to me and did not take an oath.

(Seal)

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



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	AutoZone Site Plan
Site Address:	1710 Taylor Road
City Case No.	18-80000007
Zoning District	Community Commercial
TIA Report Date	July 2018
TIA Prepared by:	Traffic Impact Group, LLC
Est. Date of Impact	2019
Total Fair-Share Contribution	\$85,097 (See Exhibit A-2)

Developer:

Corporate Entity	AutoZone Stores, LLC
Contact Person	Wade Davis
Mailing Address:	123 S. Front Street, 3 rd Floor, Memphis Tennessee 38103

Land Owner:

Corporate Entity	Gateway Bank of Florida
Contact Person	Jason Kinney, Kinney Engineering, LLC
Mailing Address:	2573 34 th Avenue North, St. Petersburg, FL 33713

Real Property

Total Acreage:	+/- 1.61
Parcel Number(s):	6319-09-00-0001
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A - 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	AutoZone Site Plan
City Case No.:	18-80000007
TIA Report Date:	July 2018
TIA Prepared by (Firm):	Traffic Impact Group, LLC
Estimated Date of Impact:	2019

Contribution Calculations: Adjusted November 16, 2018

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost [3]	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	14/860	1.63%	\$51,393	\$51,393
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation - Williamson Boulevard a. Caribbean Pine Way to Madeline Ave. [4]	\$6,388,922	N/A	N/A	2/1870	0.11%	\$7,028	\$7,731
b. Madeline Ave to Willow Run Blvd. [4]	\$3,240,457	N/A	N/A	2/1870	0.11%	\$3,565	\$3,922
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion [4]	\$7,625,017	N/A	N/A	4/1870	0.21%	\$16,013	\$17,614
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$2,953,201	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation - Taylor Road (Dunlawton Avenue to Clyde Morris Boulevard)	\$4,034,390	N/A	N/A	2/2152	0.10%	\$4,034	\$4,437

*Financial Guarantee Multiplier

1.1

1.1

1.0

Total Fair-Share Contribution [2]

\$85,097

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PRVCF 5709/4736) are completed or fully funded

[1] City Project Participant - Eligible for City trans. impact fee credits

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard as indicated in the TIA. The impacts resulting from this project will be resolved through mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

[3] Rounded up to nearest whole dollar

[4] Project estimate cost per Volusia County Traffic Engineering - November 9th, 2018

Agreement 11/04/2005-Amended 3/01/2006; 7/11/06 [4]. May, 2007; October 2007, November 2009
 Finance Updated Project Cost - 5/30/07, as updated, 8/12/08, 12/12/08, 11/19/09, 1/13/2010, 2/12/2010,
 1/20/2011, 2/9/2012, 4/8/2013, 12/7/2017, and 7/30/2016
 Transportation Concurrency and Fair Share...

Planning Review:  Date: 12/04/18

Finance Review:  Date: 12/04/18

EXHIBIT B-1

Tract A, Windsor Hill - Phase I, according to the map or plat thereof as recorded in Plat Book 43, Page 186, Public Records of Volusia County, Florida

TOGETHER WITH NON-EXCLUSIVE ACCESS EASEMENT described in agreement recorded in O.R. Book 4505, Page 2688, as follows:

Commence from the Northeast corner of Section 19, Township 16 South, Range 33 East, run South 89°59'28" West along the North line of said Section 19 a distance of 2640.00 feet; thence North 87°41'00" West along the North line of said Section 19 a distance of 352.00 feet; thence departing the North line of said Section, run South 00°27'21" East a distance of 728.83 feet to a Point of Curvature, thence 267.64 feet along the arc of a curve to the left, (Concave Easterly), having a central angle of 025°33'29", a radius of 600 feet, a chord bearing of South 13°14'06" East and a chord distance of 265.43 feet to a Point of Tangency; thence South 26°00'50" East a distance of 282.13 feet, to the North right-of-way line of Taylor road, a 100 foot right-of-way; thence South 63°59'10" West along the North right-of-way line a distance of 169.59 feet to the Point of Beginning; thence continuing along said right-of-way line South 63°59'10" West a distance of 30.41 feet; thence departing said right-of-way line, North 26°16'00" West a distance of 138.55 feet; thence South 58°00'45" East a distance of 38.57 feet to a Point of Curvature; thence 19.11 feet along the arc of a curve to the right, (Concave Westerly), having a central angle of 031°17'10", a radius of 35.00 feet, a chord bearing of South 42°22'10" East and chord distance of 18.87 feet to a Point of Tangency; thence South 26°43'35" East a distance of 73.06 feet, to a Point of Curvature; thence 15.50 feet along the arc of curve to the left, (Concave Easterly), having a central angle of 031°43'16", a radius of 28.00 feet, a chord bearing of South 42°35'13" East and a chord distance of 15.30 feet to the Point of Beginning of this description.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F18) Second Reading - Ordinance No. 2018-27 - Shopping Carts

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-27.

SUMMARY: City Ordinance to address shopping carts being removed from owner's property and responsibilities of the owners to make efforts to prevent persons from removing shopping carts from owner property. The ordinance will also address the owner's responsibility to retrieve carts in a timely manner when notified of carts off property. The ordinance will help to reduce unsightly shopping carts on the sides of roads or any other location which is not considered cart owner property and to maintain a high quality of life in our City.

This Ordinance has had substantive revisions since it's first reading; therefore, the amended Ordinance will go through first and second reading.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2018-27 - Shopping Carts	Ordinance No. 2018-27 - Shopping Carts.pdf
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Robin Fenwick

Created/Initiated - 11/30/2018

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE AND ON-SITE RETENTION MEASURES; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that shopping cart theft and abandoned shopping carts have become a growing problem within the City; and

WHEREAS, City Council finds it necessary to impose reasonable regulations for the retailers to implement and encourage shopping cart retention within the boundaries of their properties; and

WHEREAS, the City has taken reasonable steps to notify local retailers of the proposed regulations and provide an opportunity for those retailers to provide comments; and

WHEREAS, these reasonable place and manner restrictions regarding abandoned shopping carts, serve to ensure the safety and general welfare of its citizens; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council hereby amends Chapter 18, to establish a new Article XIV in the Code of Ordinances, City of Port Orange, Florida, to read as follows:

ARTICLE XIV. – SHOPPING CARTS

Sec. 18-310. - Signage.

- (a) Shopping cart identification sign required for retail establishments. Every retail sales establishment which utilizes shopping carts, as defined by Section 506.502(10), Florida Statutes, in the operation of its business, shall affix an identification sign on the shopping carts providing the name and store number of the owner.
- (b) Signs. Every owner of a retail sales establishment which utilizes shopping carts, or owner of a shopping center in which one (1) or more of the retail sales establishments utilizes shopping carts, as defined by Section 506.502(10) Florida Statutes, in the operation of its business shall post signs, no less than eighteen (18) inches by thirty-six (36) inches, in conspicuous locations at the entrance(s) and exit(s) of its building and parking area(s) which shall be clearly legible in English, and which shall provide, in substantial form, the following:

WARNING

Any person who removes a shopping cart from the premises of the owner, or is in the possession of any shopping cart, shall be presumed to be in possession of stolen property and is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment of up to one (1) year as provided by Sections 506.509 and 506.513 of the Florida Statutes.

- (c) Signage exemption. Any establishment that meets the criteria set forth below may request an exemption from subsection 18-310 (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection 18-310 (a) and (b) may be granted by the city manager to any establishment which:

- (1) Utilizes twenty (20) or fewer carts; and either

- (2) Constructs barriers to prevent the removal of shopping carts from the interior of the retail store, while permitting full wheelchair ingress and egress by disabled persons; or
- (3) Attaches alarm mechanisms or other security devices to shopping carts to prevent their removal from the property of the retail sales establishment or shopping center.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to these signage requirements upon adoption of this section shall comply within six (6) months unless granted an exemption or otherwise provided for by law.

Sec. 18-311. - On-Site retention.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping carts on-site shall install and maintain a system to retain all shopping carts within the real property boundaries of the business location. The business shall provide signage in a conspicuous location notifying shopping cart users of a retention system in place and how said system operates. The location, type of device and other pertinent information deemed necessary by the city manager must be shown on the approved site plan for the business or lot the business is located on.
- (b) Permitted methods of retention shall include any one of the following methods:
 - (1) A physical barrier, such as bollards, restricting shopping carts to the front sidewalk or portion of the business.
 - (2) Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business.
 - (3) A system, which may be mechanical in nature, requiring a deposit to use a shopping cart; deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart.
 - (4) Shopping carts equipped with a wheel locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel locking mechanism will activate when the shopping cart crosses the electronic barrier.
- (c) *On-Site retention exemption.* Any establishment that meets the criteria set forth below may request an exemption from subsection 18-311 (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection 18-311 (a) and (b) may be granted by the city manager to any establishment which:

- (1) Has fewer than 10 notifications from city staff to retrieve its shopping cart from public property within 12 hours in any 12 month period; and
- (2) Has fewer than 3 notifications from city staff to retrieve its shopping cart from city storage within 10 days in any 12 month period.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to on-site shopping cart retention upon adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-312. - Procedure for handling shopping carts found on public property.

- (a) Employees and officers of the city shall be deemed agents of the city and any identifiable shopping carts found by them on public property during the course of their official duties shall be reported to the city's code enforcement division. City staff shall contact the owner of the shopping cart and request that the owner retrieve the shopping cart. If the owner fails to retrieve the shopping cart within 12 hours, city staff shall collect the shopping cart and place it in storage.
- (b) Once the shopping cart is in city storage, the city shall provide reasonable notice to the owner of the shopping cart, as designated on the shopping cart's identification sign and/or approved retrieval plan, to retrieve the same.
- (c) The owner of the shopping cart shall have ten (10) days from receipt of the notice to retrieve the same.
- (d) If the shopping cart is not claimed by the owner within the time specified in this section, the title to such property shall vest in the city and the same shall be disposed of at the sole discretion of the city.
- (e) All unidentifiable shopping carts found on public property shall be considered lost or abandoned and shall be handled in accordance with Section 705, Florida Statutes, as amended from time to time.

Section 18-313. - Enforcement.

- (a) The code compliance inspectors shall be authorized to enforce this article in accordance with chapter 2, article V of this Code.
- (b) The police department through its law enforcement officers shall be authorized to enforce this article in accordance with section 1-8 of this Code.
- (c) In addition to any other enforcement mechanism, whether civil or criminal, the city shall, at its discretion, have the right to seek the aid of the courts of this state with respect to the enforcement hereof and the violation of this article or any lawful order of the city council, code enforcement board, special master or building official, which rights shall include the right to seek injunctive relief against such persons as may be determined by the city to be in violations of the terms and provisions of this article.

Section 18-314. - Violation and Penalty.

It shall be a violation of this article for any business establishment to fail to comply with the requirements set forth herein. Any person, firm, or corporation violating any of the provisions set forth in this article shall be subject to the penalties provided in section 1-8 of this Code and as may be imposed by the code enforcement board or special master in accordance with section 2-214 of this Code. Each day that any violation of the terms, conditions, regulations, limitations or provisions of this article shall continue to exist shall constitute a separate and distinct offense, punishable as herein provided. Any continuing violations of the terms, conditions, regulations, limitations or provisions of this article may be enjoined and restrained by an injunctive order of the circuit court in appropriate proceedings instituted for such purposes.

Secs. 18-315 – 18-319. – Reserved.

SECTION 2. The City Council hereby amends Chapter 18, Article XIII in the Code of Ordinances, City of Port Orange, Florida, to reserve the following sections:

Secs. 18-302 – 18-309. – Reserved.

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

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____ 2018

Passed and adopted on second and final reading on the ____ day of _____, 2018.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F19) Second Reading - Ordinance No. 2018-30 - Small-Scale Future Land Use Amendment/1389 Reed Canal Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-30, to change the Future Land Use (FLU) designation for ± 9.91 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density* (4-8 units/acre).

SUMMARY: Planning Commission Action (10/25/18): Recommended Approval

The proposed amendment is to change the Future Land Use (FLU) designation for ± 9.91 -acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 1389 Reed Canal Road, on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School.

If approved, the applicant intends to include the 9.91-acre subject property as part of an overall ± 29.7 -acre development site and rezone the 29.7-acre site to Planned Unit Development (PUD), to allow the construction of a multi-family development. Public facilities including roads, sewer, water, drainage, parks, and schools have been analyzed and have adequate capacity to accommodate the proposed amendment.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2018-30 with exhibits	Ordinance 2018-30 body.pdf
2.	Staff Report	Staff Report New Port Apts FLUA.pdf

Penelope Cruz

Created/Initiated - 11/14/2018

ORDINANCE NO. 2018-30

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 FOR
±9.91 ACRES FROM VOLUSIA COUNTY URBAN LOW
INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT
ORANGE URBAN MEDIUM DENSITY (4-8 UNITS/ACRE);
PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity to City of Port Orange Urban Medium Density for the parcel of land as described in **Exhibit “A”** and as shown on the Map depicted in **Exhibit “B”**, attached hereto and by reference made a part hereof.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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

LEGAL DESCRIPTION:

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6,
PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 9.91 ACRES MORE OF LESS

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 06003910

EXHIBIT "A"

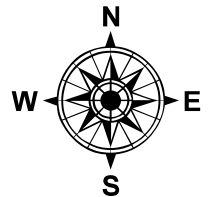
The map displays a residential neighborhood with various colored lots and street names. A yellow callout box labeled "Subject Property" points to a specific orange-colored lot. The map includes streets like Forest Branch Dr, Floral Springs Blvd, Crystal Point Ln, Clyde Morris Blvd, Richel Dr, Southwinds Blvd, and others. The lot is situated between a red lot to the west and a large blue lot to the east.

Commercial Public/Institutional Urban High Density Residential
 Office Residential Transition Suburban Residential Urban Medium Density Residential
 Warehouse/Industrial



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

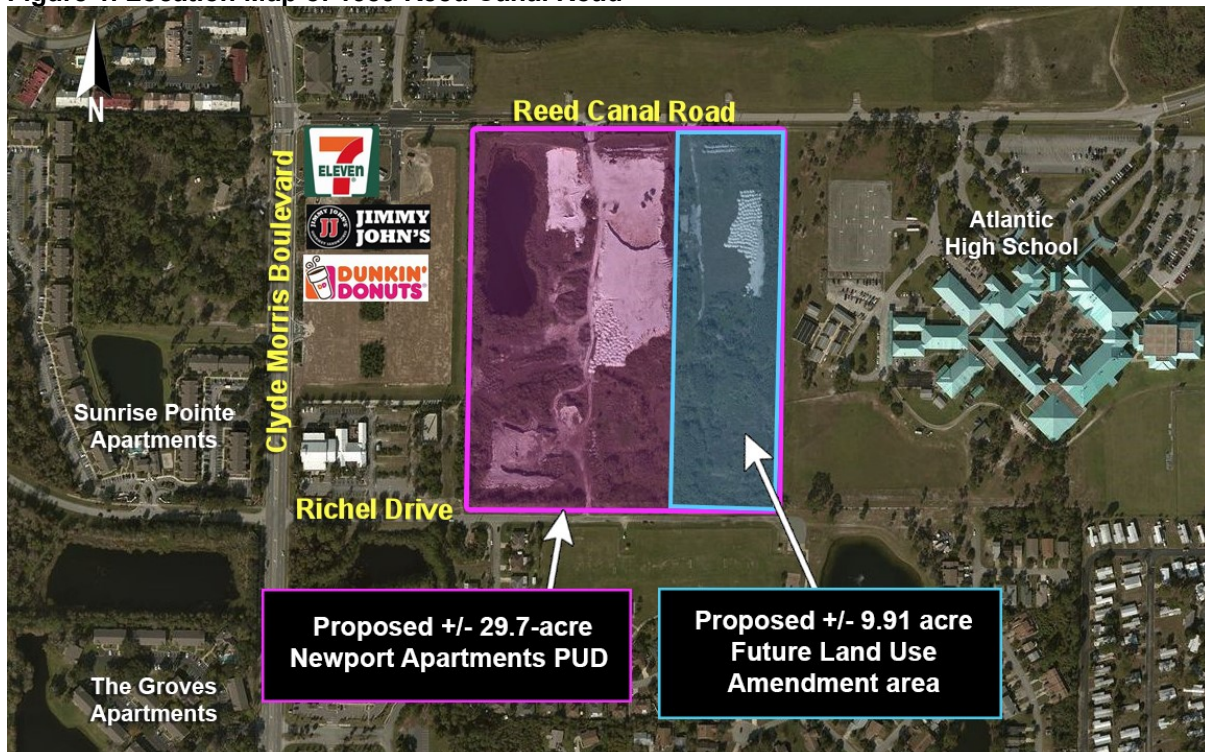
Small-Scale Comprehensive Plan Future Land Use
Amendment/1389 Reed Canal Rd. (New Port
Apartments)
CASE NO. 18-20000006

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 9.91 acres from <i>Volusia County Urban Low Intensity (0.2-4 units/acre)</i> to <i>City of Port Orange Urban Medium Density (4-8 units/acre)</i> .
LOCATION:	1389 Reed Canal Road (Figure 1 - Location Map)
APPLICANT/OWNER:	POA Development LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	October 25, 2018
CITY COUNCIL DATE:	November 13, 2018

INTRODUCTION

The applicant is requesting to change the Future Land Use (FLU) designation for a recently annexed ± 9.91 -acre parcel from Volusia County *Urban Low Intensity (ULI)* (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). If approved, the applicant intends to include the 9.91-acre subject property as part of an overall ± 29.7 -acre development site and rezone the 29.7-acre site to Planned Unit Development (PUD), to allow the construction of a multi-family development.

Figure 1. Location Map of 1389 Reed Canal Road



DISCUSSION

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

PROPERTY OVERVIEW

The subject property is currently vacant with rock/concrete debris piles scattered throughout. The subject property was used as a construction and debris disposal facility until 1992.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	offices; multi-family (Legacy at Crystal Lake Apartments)	Commercial; Office/Residential Transition; Urban Medium Density Residential	Crystal Lake PUD
South	Southwinds soccer fields; single-family	Urban Medium Density Residential	Southwinds PUD
East	Atlantic High School	Public/Institutional	Government/Public Use (GPU)
West	commercial; house of worship (Covenant United Methodist Church)	Commercial; Office/Residential Transition	Community Commercial (CC); Professional Office (PO)

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±9.91-acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density and net change in density (Table 3).

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

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (ULI) (0.2 – 4 units/acre)	9.91	0	- 9.91
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	9.91	+9.91
TOTAL ACREAGE	9.91	0	0

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

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Dwelling Units]		
Volusia County Urban Low Intensity (ULI) (0.2 – 4 units/acre)	39	0	-39
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	79	+79
TOTAL	39	79	+40

INFRASTRUCTURE IMPACT ASSESSMENT

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

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

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	39	79	+40
P.M. Peak Hour Trips/Daily Trips ²	40/371	53/525	+13/+154
Sanitary Sewer (gallons/day) ³	6,240	12,640	+6,400
Potable Water (gallons/day) ⁴	7,020	14,220	+7,200
Solid Waste (lbs./day) ⁵	282	571	+289
Recreation/Open Space (acres/person) ⁷	0.6	1.2	+0.6

Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 9th Edition: 1.02 PM peak hour trips per unit and 9.52 daily trips per unit, Single-family (210); 0.67 PM peak hour trips per unit and 6.65 daily trips per unit, apartments (220) |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential |
| 5. Solid Waste | 3.21 pounds per person per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

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

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, the proposed *Suburban Residential* FLU designation could generate an additional ±13 P.M. peak hour trips and ±154 daily trips above the current FLU designation based on the theoretical maximum development of 79 units.

According to the latest traffic counts for the area, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property.

Table 1. Roadway Capacity

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Percentage of Roadway Capacity Used
Reed Canal Rd. (Nova Rd.-Clyde Morris Rd.)	E	13,640	7,050	6,590	51.69%
Clyde Morris Blvd. (N. City Limits to Madeline Ave.)	E	37,970	24,230	13,740	63.81%
Clyde Morris Blvd. (Madeline Ave. to Willow Run)	E	37,970	23,240	14,730	61.21%

Source: Volusia County 2017 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2019) or the long-term (2030).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would generate a net increase of 6,400 gallons of waste water per day based on the theoretical maximum development analysis.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would demand a net increase of 7,200 gallons of potable water per day based on the theoretical maximum development analysis.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day. Using this standard, the proposed FLU designation would generate a net increase of 289 pounds per day of solid waste based on the theoretical maximum development analysis.

STORMWATER DRAINAGE

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

RECREATION AND OPEN SPACE

According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the currently adopted level-of-service requirement for parkland. The proposed FLU designation would require no additional parkland. There is available capacity at existing park facilities to accommodate the proposed land use change.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit D).

ENVIRONMENTAL CONDITIONS

According to the project engineer, there are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

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

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. All public facilities have adequate capacity to accommodate the proposed amendment.

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

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is adjacent to multi-family and office uses to the north, the Southwinds soccer fields and single-family homes to the south, vacant land zoned for multi-family and commercial uses to the west, and Atlantic High School to the east (see Table 1 – page 2).

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

Staff finding: The proposed amendment results in increased impacts to public infrastructure, but all public facilities have adequate capacity to accommodate the proposed amendment.

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

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

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

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

PUBLIC NOTICE

In July 2018, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±9.91 acres from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre), and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

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

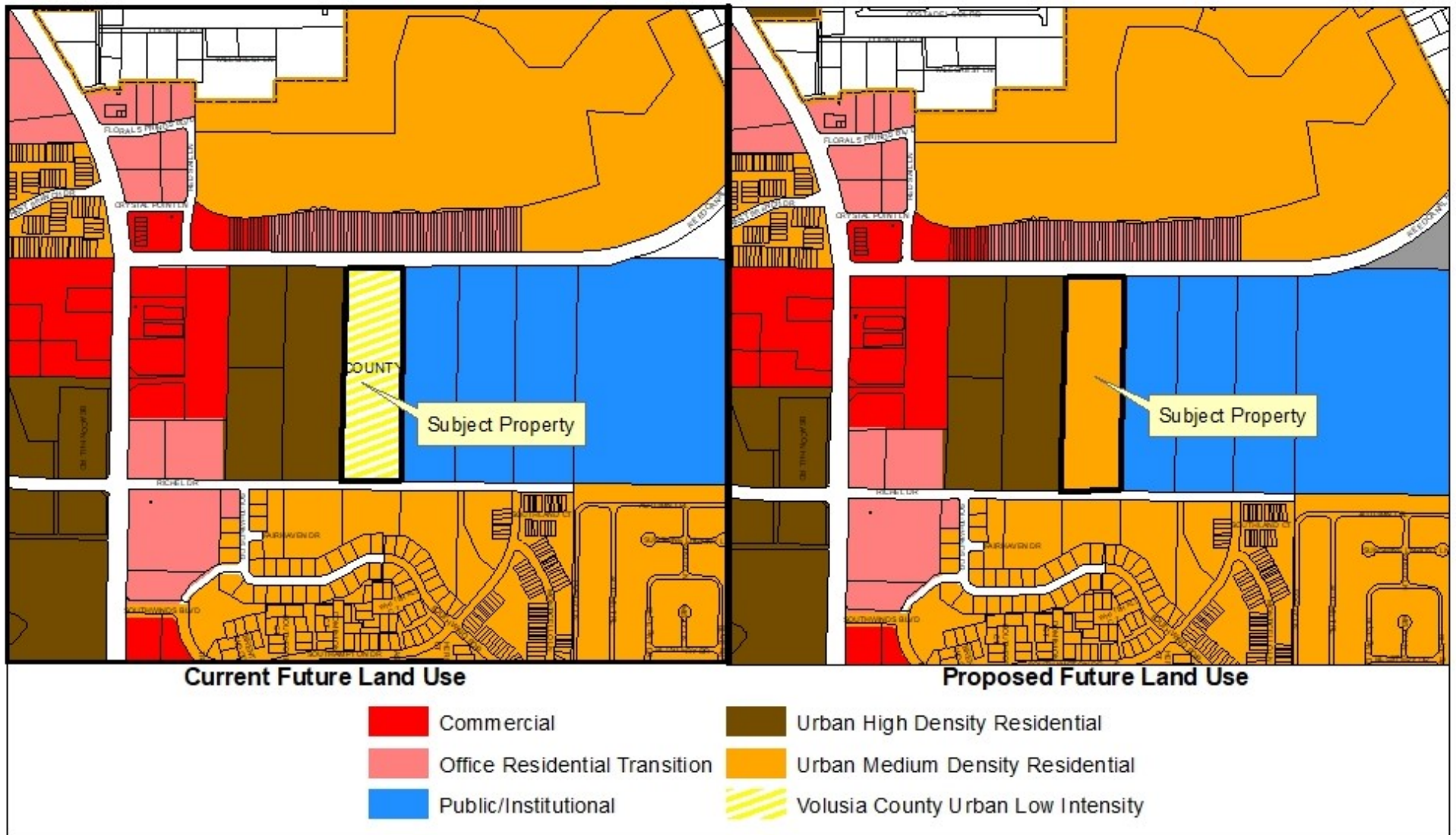
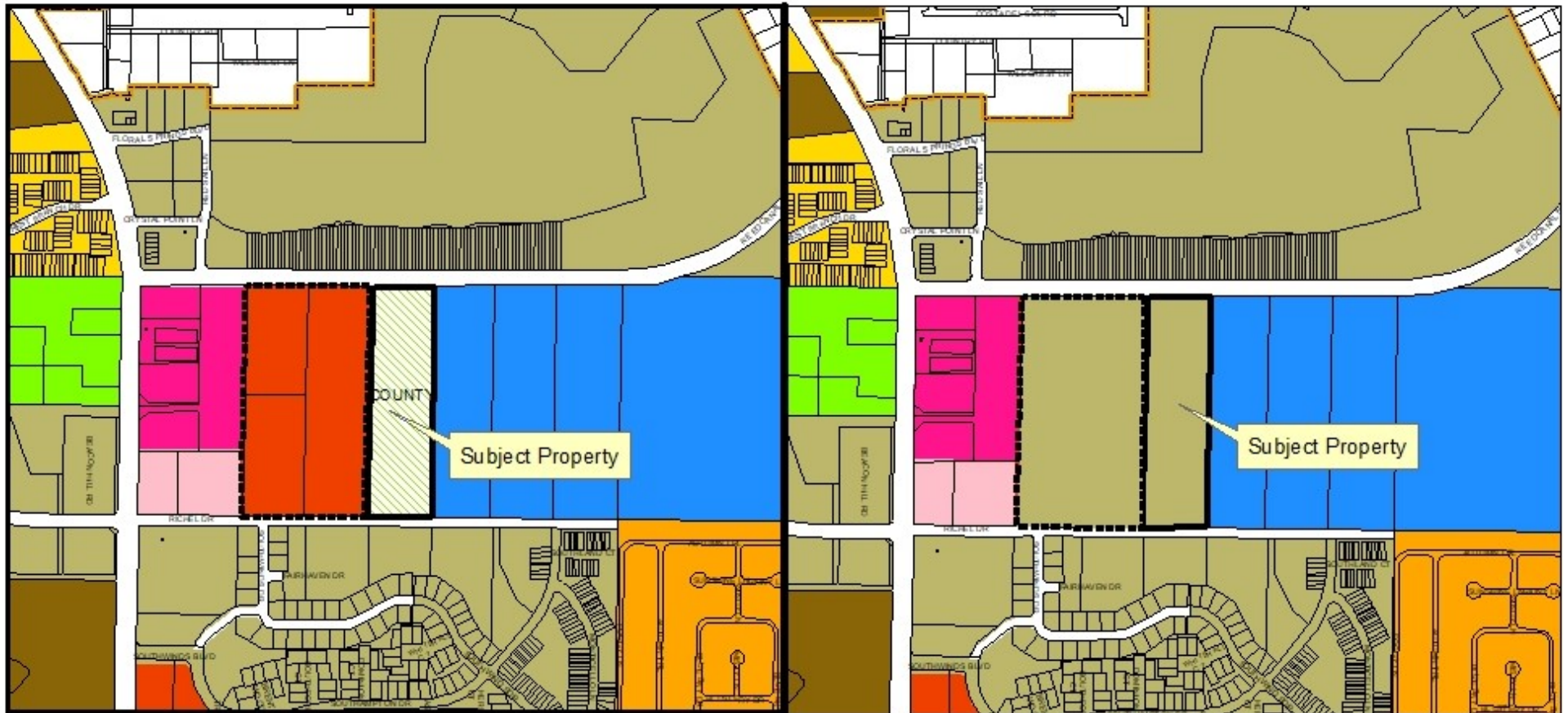


EXHIBIT A

CASE NO. 18-20000006

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning



EXHIBIT B

CASE NO. 18-20000006

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

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

1. General Information

Date: October 2018 Case No. 18-20000006 (1389 Reed Canal Rd.)
 Contact name: Penelelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

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

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments
 Reserved capacity: 0.096 MGD (Based on a estimated 601 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.43 MGD - based on 46,434 ELUs at 180 GPD/ELU.

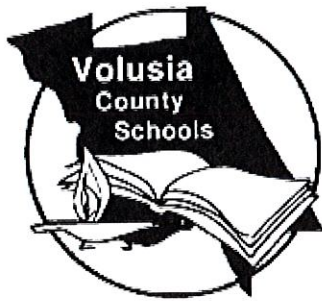
4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.74</u>
B. Consumption in the previous calendar year:	<u>6.01</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.55</u>

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

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



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

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

Page 1 of 2

EXHIBIT D

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Dr. John Hill, Vice-Chairman
Mrs. Melody Johnson
Mr. Carl Persis
Mrs. Ida D. Wright

School Adequate Capacity Determination Finding of Adequate Capacity Letter

24 September 2018

Mr. Steve R. Buswell P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Ave.
Holly Hill, FL 32117

RE: New Port Apartments CPA and Land Use Change - City of Port Orange
School Capacity Case #18-09-11-001-A

Dear Mr. Buswell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Land Use change and Comprehensive Plan Amendment associated with a total of +/- 29.7 acres of property located on Reed Canal Road adjacent to Atlantic High School within the City of Port Orange. The proposed changes would result in an increase in density of 40 multi-family dwelling units, from the currently allowed density of 285 to a maximum of 325 units, however the proposed PD is requesting a total of 310 units.

The district uses county wide Student Generation Rates (SGRs) of (.104) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate thirty-two (32) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	0	0
Multifamily Dwelling Unit	.104	310	32.2
	Total		32

New Port Apartments CPA and Land Use Change - City of Port Orange
24 September 2018

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	18/19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Students projected
Sugarmill Elementary	670	108%	N	14
Silver Sands Middle	1221	105%	N	8
Atlantic HS	1351	98%	N	10

Long term plans for the area include a new elementary school on land currently owned by the school board. At the middle school level program changes and rezoning attendance boundaries can be used to balance enrollments; therefore, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time. No Student Reservations have been made at this time.

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

If you should have additional questions please contact me at (386) 947-8786, extension 50810.

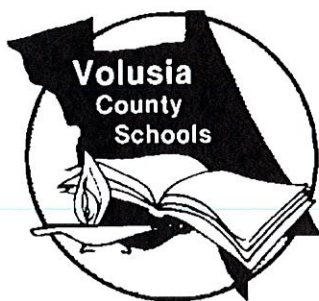
Sincerely,

Eric A. Kozielski 24 SEPT 2018

Eric A. Kozielski

Planning & GIS Specialist

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



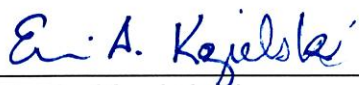
Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	New Port Apartments
VCSB Project #	#18-09-11-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6306-01-00-0030; 6306-01-00-0031; 6306-01-00-0040; 6306-01-00-0050;
Project Location:	Reed Canal Road adjacent to Atlantic High School
Potential Residential Units:	310
Property Owner/Applicant:	Steve R. Buswell P.E., Parker Mynchenberg & Associates for POA Development LLC

Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski,
Planning & GIS Specialist

24 SEPT 2018
Issue Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F20) Second Reading - Ordinance No. 2018-31 - PUD Rezoning and New Port Master Development Agreement and Conceptual Development Plan (Case No. 18-65000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-31, to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/25/18): Recommended Approval

The applicant requests to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School.

If approved, the New Port Apartment MDA and the CDP will provide the regulatory framework for the development of the subject property with a maximum of 310 multi-family units. There are no deviations from the development regulations in the Land Development Code as part of the proposed New Port MDA. The applicant chose to rezone to Planned Unit Development (PUD) for flexibility in calculating gross density across the 29.7-acre development site.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No. 2018-31 with exhibits	Ord 2018-31.pdf
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2.	Staff Report	CC Staff Report_Newport Apartments_PUD Rezoning_w exhibits.pdf
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Penelope Cruz

Created/Initiated - 11/14/2018

ORDINANCE NO. 2018-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±29.7 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF REED CANAL ROAD, BETWEEN CLYDE MORRIS BOULEVARD AND ATLANTIC HIGH SCHOOL FROM CITY OF PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) AND VOLUSIA COUNTY RURAL AGRICULTURE (A-2) TO PUD (PLANNED UNIT DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE NEW PORT APARTMENTS PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±29.7 acres from Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for New Port Apartments A Residential PUD; 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 New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); 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 property consisting of approximately ±29.7 acres located at south of Reed Canal Road between Clyde Morris and Atlantic High School, described in **Exhibit "1"**, attached hereto, from Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD).

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said New Port Apartments Planned Unit Development A Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

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

EXHIBIT "1"

LEGAL DESCRIPTION:

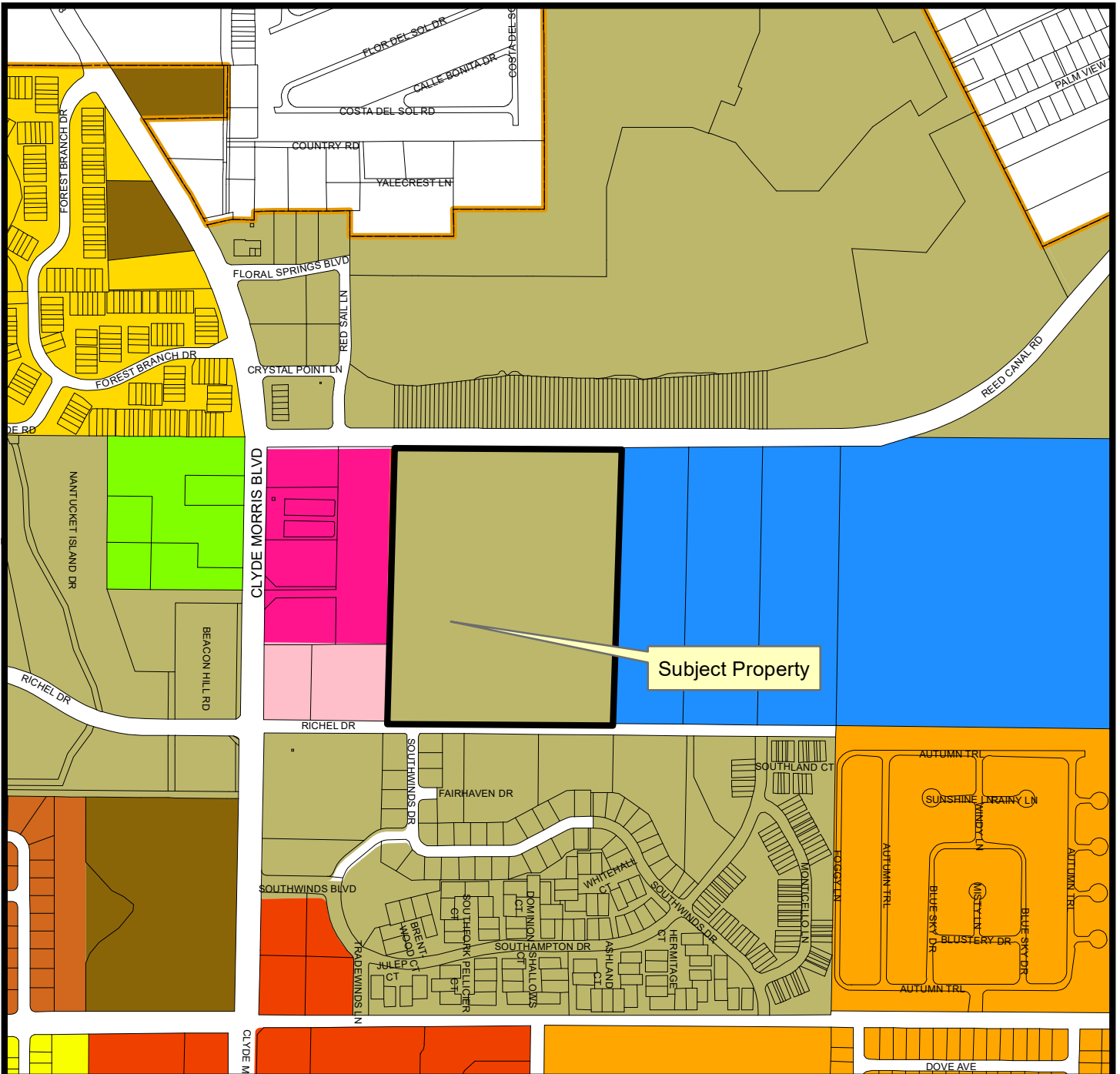
LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT "2"



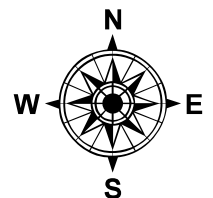
	Agriculture		Planned Unit Development		R-3L Multi-Family Residential
	Community Commercial		Professional Office		R-3M Multi-Family Residential
	Government/Public Use		R-2D Two Family Residential		R-8SF Single Family Residential
	Planned Commercial Development		R-3H Multi-Family Residential		Residential Mobile Home



Zoning Map
Case No. 18-65000002

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





REVISED

**NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **POA DEVELOPMENT LLC** a Florida Limited Liability Company ("Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "NEW PORT APARTMENTS", involves approximately ±29.7 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of POA Development LLC signatory to this MDA. A letter of authorization of ownership is attached to Developer's application materials. This MDA between City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The New Port Apartments PUD provides for an apartment residential development that offers for lease apartments, adding additional housing choices to the Port Orange community. It will be marketed to and targeted for a variety of demographic groups, including young professionals, active retirees, and "empty nesters" seeking to rent an apartment with less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the "Conceptual Plan"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of the clubhouse, accesses, apartment buildings, and other planned features or improvements to

the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property will be developed as a single, unified site. The Property shall be used for residential purposes and developed as a leased apartment residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 310 apartments for a maximum density of ±10.44 dwelling units per acre. When considered in light of other housing and community choices in the vicinity the New Port Apartments PUD will provide

for a compatible residential development that is consistent with surrounding land use pattern, while providing an additional option to the Port Orange community.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a sales office in the development, upon site plan and building permit approval. The sales office shall be for the purpose of leasing apartments within the New Port Apartments. Parking for the temporary activities allowed by this paragraph shall be in the parking spaces provided for the sales office/model home and shall be handicapped accessible.

C. Minimum Lot Area

The minimum lot area is 29.7 acres. A Unity of Title shall be recorded to combine existing lots prior to issuance of a Site Plan Development Order.

D. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred and ten (310) dwelling units or a gross project density of ±10.44 dwelling units per acre.

E. Open Space

The New Port Apartment PUD complies with the LDC requirement of a minimum of sixty percent (60%) of the total project area as open space.

F. Maximum Lot Coverage

- | | | |
|----|----------------------------------|-----|
| 1. | Maximum Building Lot Coverage: | 30% |
| 2. | Maximum Impervious Lot Coverage: | 40% |

G. Maximum Building Height

The maximum building height shall not exceed forty-five feet (45')

H. Dimensional Requirement

1. Minimum Building Setbacks (principal structure):

A. Clubhouse/Apartments

- | | | |
|----|-------------------------|---|
| 1. | Front (Reed Canal Road) | 30 ft. from adjacent right-of-way; |
| 2. | Rear (Richel Drive) | 20 ft. from the rear property line; and adjacent right-of-way |
| 3. | Side | 25 ft. or equal to or greater than the building height |
| 4. | Side Corner | Equal to front setback |

2. Special Setbacks

No accessory structures or pools shall be allowed in the required setback area. A fence or wall are permitted to be installed on the site perimeter, subject to compliance with the standards established by the LDC.

3. Minimum Lot Dimensions

- | | |
|---------------------------------|-----------------------|
| A. Lot Area: | 29.7 acres |
| B. Lot Width: | 150 ft. |
| C. Minimum Apartment Floor Area | 730 sf. per apartment |

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be consistent with preliminary architectural plans as illustrated in “Exhibit C”. All colors, materials, signage, building orientation, and architectural styles shall be consistent with “Exhibit C.”

6. PHASING

Development of the Property will occur in one (1) phase.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

It is anticipated that Developer will extend water and sewer lines to serve the Property and the development authorized herein. If City desires to extend the water and sewer lines prior to Developer's need for installation of Developer's lines, Developer shall grant the necessary utility easements to City and City shall, at its sole cost, install and pay for such lines. Stormwater shall be retained and detained as generally depicted on the Conceptual Plan. Developer shall comply with City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance Land Development Code and City Standard Construction Details. . Reclaimed water is owned and maintained by Volusia County and is not considered available for use at the proposed site. The Property will be developed as a single, unified site without regard to platted lot lines; and, as such, Developer will not be required to construct stub-outs to property boundaries or unserved open space within the Property. Two potable water master meters will service the development. The water master meters will be located off Reed Canal Road and Richel Drive.

8. ROADS, SIDEWALKS, PARKING, AND CONNECTIVITY

Roads, drives, parking lots, and sidewalks within the New Port Apartments PUD shall be private. The development of the New Port Apartments PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to New Port Apartments is provided through three (3) access points

1. Gated Entrance: Reed Canal Road.
2. Gated Entrance: Access Easement to Clyde Morris Boulevard.
3. Emergency Access at Richel Drive.

Developer may be required to rebuild existing sidewalk on Reed Canal Road to meet ADA requirements and install a minimum five foot (5') wide sidewalk on Richel Drive for the entire length of the PUD and within the development, as shown on the concept plan "Exhibit B." All roads and sidewalks will be built to City standards. All improvements in Reed Canal Road right-of-way to be constructed to Volusia County standards.

Parking areas shall, be provided on site as permitted by the LDC, and be permitted throughout the project as illustrated on the Conceptual Plan.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded.

10. MAINTENANCE OF OPEN SPACE AND FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots and access driveways, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The owner/developer will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the owner/developer fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as City may deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty feet (20') along portions of Reed Canal Road and Richel Drive property boundaries and a width of twenty feet (20') along the east and west property boundary, as shown in the Conceptual Plan. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final site plans shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the twenty-foot (20') perimeter buffer installed as depicted in the Conceptual Plan. Installation of the twenty-foot (20') landscape buffer along Reed Canal Road and Richel Drive must be installed prior to approval of the first Certificate of Occupancy in the development. The landscape buffers shall be part of the open space. Maintenance and repair of the landscape buffers within said open space shall be the responsibility of the owner/developer. A perimeter fence or wall may be permitted within the landscape buffer.

12. FENCING ALONG EXISTING RIGHTS-OF-WAY

A six foot (6') high ornamental aluminum or PVC fence shall be constructed along the roadway landscape buffer of Reed Canal Road and Richel Drive to provide security for portion of

the New Port Apartments PUD, as shown on the Conceptual Plan. Construction of the six feet (6') high aluminum or PVC fence along Reed Canal Road and Richel Drive will be located outside the twelve-foot (12') Utility/Drainage/Access Easement. Maintenance and repair of the six feet (6') ornamental fences shall be the responsibility of the owner/developer.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of City's LDC. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Plan.

14. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Development of the New Port Apartments PUD shall commence within three (3) years from the date of execution of this MDA. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan as referred to in Section 3 of this MDA, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this MDA shall be published by the City, at Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH THE LAWS

Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that Developer's successors in title will be bound by Developer's commitments made in this MDA.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this MDA.

18. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

19. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____
day of _____, 2018.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2
STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE,
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

DEVELOPER:

POA Development LLC

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, Nathan Collier as Manager of POA Development LLC. He is personally known to me OR has produced _____ as identification.

Notary Type, Print or Stamp Name
My commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT 'A'

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

NEW PORT APARTMENTS

CONCEPTUAL DEVELOPMENT PLAN

PORT ORANGE, FLORIDA

VOLUSIA COUNTY, FLORIDA

RECEIVED
9-20-18

CITY OF PORT ORANGE
Community Development

REVISED

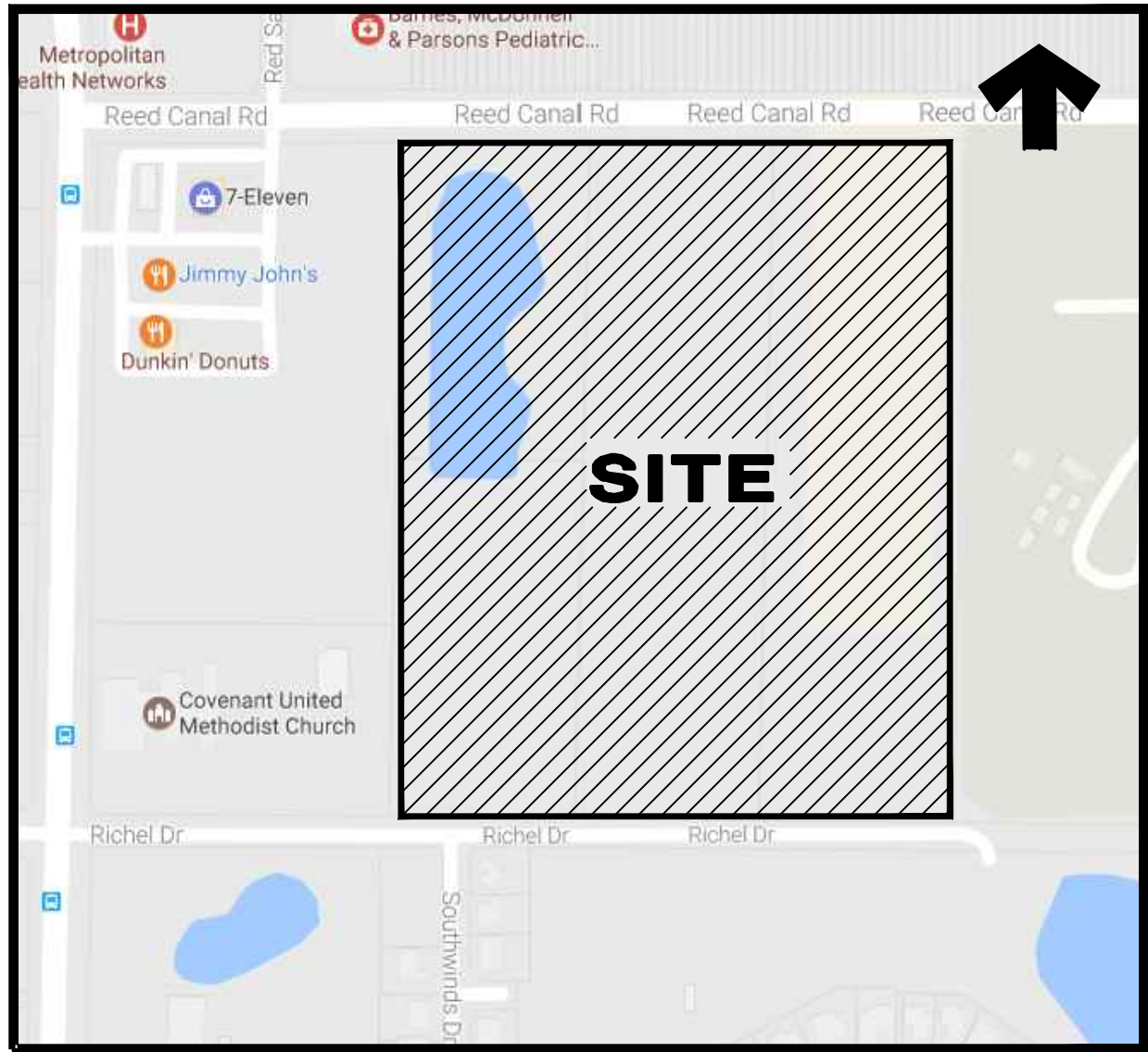
GENERAL NOTES

- BOUNDARY, TOPOGRAPHY, AND TREE LOCATION BASED ON SURVEY PREPARED BY SLIGER & ASSOCIATES INC., J.E. ZAPERT PLS #4046 DATED: 02-06-2018 (JOB NUMBER: 18-0093)
- CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
- WHERE EXISTING GRADES ARE SHOWN TO BE INCREASED BY FILL IN AREAS OF EXISTING UTILITIES, ALL VALVES AND BOXES, MANHOLES LIDS AND COVERS AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH THE FINISHED GRADE.
- POTABLE WATER MAINS LARGER THAN 4" DIA. AND GREATER ARE TO BE PVC DR-18 C-900. 2" POTABLE WATER SERVICES SHALL BE POLYETHYLENE TUBING (BLUE UNLESS OTHERWISE INDICATED). RECLAIMED WATER MAINS ARE TO BE PURPLE P.V.C. DR-18 C-900. 1-1/2" REUSE WATER SERVICES SHALL BE POLYETHYLENE TUBING (PURPLE).
- BENCHMARK REFERENCE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENTS FROM BENCHMARK NO. 27, ELEVATION 24.33 AND BENCHMARK NO. 25, ELEVATION 26.03 AS ESTABLISHED AND PUBLISHED BY THE CITY OF PORT ORANGE.
- TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS LATEST VERSION UNLESS OTHERWISE SPECIFICALLY APPROVED.
- THE UTILITY COMPANIES WITH SERVICE IN THE AREA ARE LISTED BELOW:

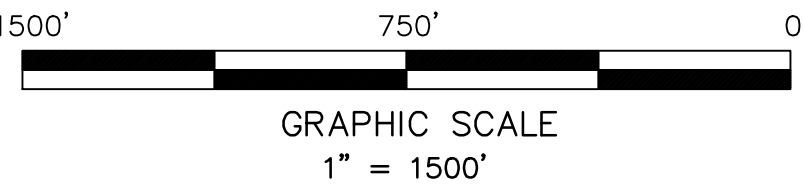
SPECTRUM	(386) 760-9941
TECO PEOPLE GAS INC.	(386) 671-2253
BELL SOUTH	(386) 252-7913
VOLUSIA COUNTY SIGNAL SHOP	(386) 239-6537
FPL FIBER NET LLC	(305) 522-3249
MCI TELECOMMUNICATIONS CORP.	(407) 870-7419
FDOT ITS/DASH - MIKE SMITH	(386) 943-5360
- ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
- ALL NON-PAVED AREAS SHALL BE PLANTED, GRASSED, OR MULCHED.
- STAKED TURBIDITY BARRIERS SHOWN ARE THE MINIMUM EROSION CONTROL FEATURES. OTHERS MAY BE NECESSARY DEPENDING ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION.
- PROJECT ADDRESS: 1401 REED CANAL ROAD, PORT ORANGE, FLORIDA 32127
- CONTRACTOR SHALL SCHEDULE A CITY REPRESENTATIVE TO BE PRESENT TO OBSERVE PIGGING OF WATER LINES.
- CONSTRUCTION SEQUENCING NOTES:
 - IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, & TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
 - PRIOR TO THE FILLING ON FUTURE ROADWAY & LOT AREAS, THE REMOVAL OF ANY VEGETATION & TOP SOIL MUST BE PERFORMED.
 - A SIGNED, SEALED, & DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
 - NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
 - ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED & PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
 - ALL FILLING IS TO BE PERFORMED IN ONE FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS & 95% FOR UNPAVED AREAS & FUTURE BUILDING PADS BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
 - TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
 - AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED & MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT AND SHALL HAVE A MAX. HEIGHT OF 6 FEET.
 - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION & THE IMPACT TO NEIGHBORING COMMUNITIES.
 - UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SEEDING & MULCHING AND/OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
 - ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
 - ALL NON-PAVED AREA MUST BE PLANTED, GRASSED, OR MULCHED.
 - ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
- FLOOD ZONE: "X", PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PANEL NUMBER 12127C0368H, DATED: FEBRUARY 19, 2014.
- ALL SIGNAGE TO BE APPROVED BY SEPARATE PERMIT.

SPECIFIC NOTES

- THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIALS PLACEMENT, OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT OF WAY IN ACCORDANCE WITH VOLUSIA COUNTY ORDINANCE ARTICLE 1, SECTION 94-1."
- THERE SHALL BE NO DELIVERIES, BLOCKAGES OR RESTRICTIONS OF ANY KIND WITHIN THE COUNTY MAINTAINED THROUGH LANES BETWEEN THE HOURS OF 6 AM TO 9 AM AND 4 PM TO 6 PM, UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER.
- ALL EXISTING SIDEWALKS WITHIN THE COUNTY RIGHT OF WAY SHALL REMAIN OPEN OR PROVISIONS OF A TEMPORARY WALKWAY SHALL BE PROVIDED IN ACCORDANCE WITH VERSION 2006 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX 660." MID BLOCK CLOSURE WITH TEMPORARY WALKWAY" UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER."



VICINITY MAP



APARTMENT BUILDING INFORMATION

8-TYPE I BUILDINGS @ 24 UNITS = 192
3-TYPE II BUILDINGS @ 24 UNITS = 72
1-TYPE III BUILDINGS @ 24 UNITS = 24
1-TYPE IV BUILDING @ 12 UNITS = 12
5-TYPE V BUILDINGS @ 2 UNITS = 10
TOTAL UNITS = 310

PARKING CALCULATION

PARKING REQUIRED:
2 SPACES/UNIT @ 310 UNITS = 620 SPACES

PARKING PROVIDED:
STANDARD = 595 SPACES
HANDICAPPED = 29 SPACES
TOTAL = 624 SPACES*

*(THIS INCLUDES 586 SPACES + 38 GARAGE BAYS)

BICYCLE PARKING REQUIRED = 10% OF THE REQUIRED CAR PARKING
BICYCLE PARKING REQUIRED = (0.10)(624) = 62 SPACES
BICYCLE PARKING PROVIDED: 20 @ 5-BIKE RACKS = 100 SPACES

LAND USE TABULATION

SITE AREA: 1,293,873 S.F. = 29.7 ACRES
DENSITY = 310 DU/29.7 AC. = 10.44 DU/AC.

F.A.R. CALCULATION

TOTAL SQ. FOOTAGE = 442,800
TOTAL SITE AREA = 1,293,873
F.A.R. = 442,800/1,293,873 = 0.3422

SITE COVERAGE CALCULATION

TOTAL SITE AREA = 1,293,873 S.F. = 29.7 ACRES
BUILDING AREA = 156,407 S.F. = 12% COVERAGE

IMPERVIOUS AREA

PARKING AREA = 257,800 S.F.
SIDEWALK/DRIVES = 47,035 S.F.
BUILDING = 156,407 S.F.

TOTAL IMPERVIOUS AREA = 452,201 S.F. = 35%
TOTAL LANDSCAPE AREA = 841,672 S.F. = 65%

VOLUSIA COUNTY USE PERMIT GENERAL NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION #00003910

GENERAL INFORMATION

OWNER/APPLICANT:

POA DEVELOPMENT, LLC
NATHAN COLLIER, MANAGING MEMBER
220 N. MAIN STREET
GAINESVILLE, FLORIDA 32601
(352)416-1413 CELL (352)339-1838
EMAIL: carl.cataudella@colliercompanies.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION #00003910
1729 RIDGEWOOD AVE.
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
J.E. ZAPERT, PLS #4046
321 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386)761-5385
E-MAIL: jzapert@sligerassociates.com

ARCHITECT:

FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
AMANDA FROELICHER, ASSOCIATE A.I.A.
PROJECT MANAGER
237 S. WESTMONTE DRIVE SUITE 220
ALTAMONTE SPRINGS, FLORIDA 32714
(407)830-1400
E-MAIL: afroelicher@forumarchitecture.com

SITE INFORMATION

PROJECT NAME: NEW PORT APARTMENTS

TAX PARCEL NUMBERS: 6306-01-00-0030,
6306-01-00-0031, 6306-01-00-0040,
6306-01-00-0050

EXISTING ZONING:

CITY ZONING: PCD
COUNTY ZONING: A-2

PROPOSED ZONING:

CITY ZONING: PUD

EXISTING FUTURE LAND USE:

CITY:
URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

COUNTY:

URBAN LOW DENSITY = 9.91 AC.

PROPOSED FUTURE LAND USE:

CITY:

URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) = 9.91 AC.

MAXIMUM DENSITY:

9.91 AC. @ 8 DU/AC = 79.28
19.7932 AC. @ 16 DU/AC = 316.69
396 MAX. = 13.33 DU/AC

PROPOSED DENSITY:

310 DU/29.7 AC. = 10.44 DU/AC.

TOTAL SITE AREA: 1,293,873 S.F. = 29.7 ACRES

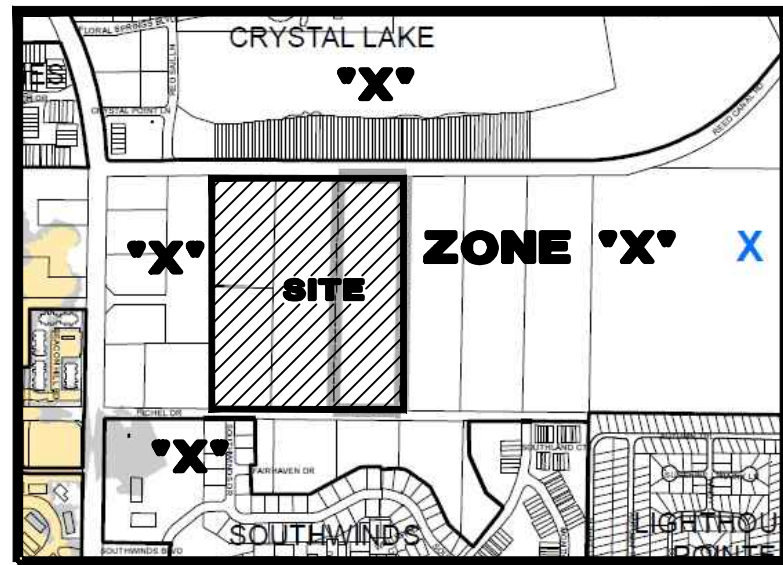
FEMA FLOOD ZONE: X

MINIMUM BUILDING SETBACK REQUIREMENTS

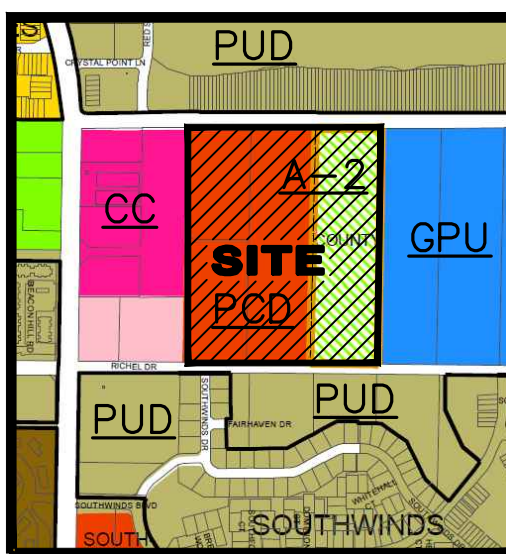
RICHEL DRIVE _____ 20 FT.
REED CANAL ROAD _____ 30 FT.
SIDE _____ 25 FT.*
REAR _____ 20 FT.
SIDE CORNER _____ 20 FT.
*25 FT. OR EQUAL TO OR GREATER THAN THE BUILDING HEIGHT.

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
4	Adakula fine sand, 0 to 8 percent slopes	13.9	45.2%
17	Daytona sand, 0 to 5 percent slopes	0.9	22.6%
42	Piedra fine sand, 0 to 8 percent slopes	5.5	18.1%
47	RIS	2.9	9.3%
62	St. Lucie fine sand, 0 to 8 percent slopes	1.5	4.8%
Totals for Area of Interest		30.7	100.0%

SOILS MAP



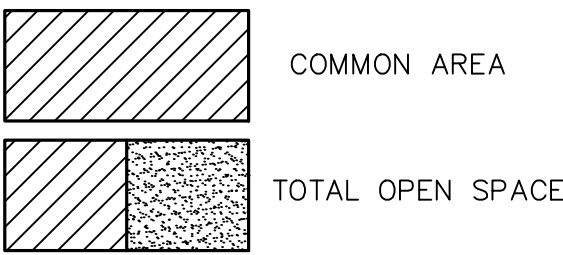
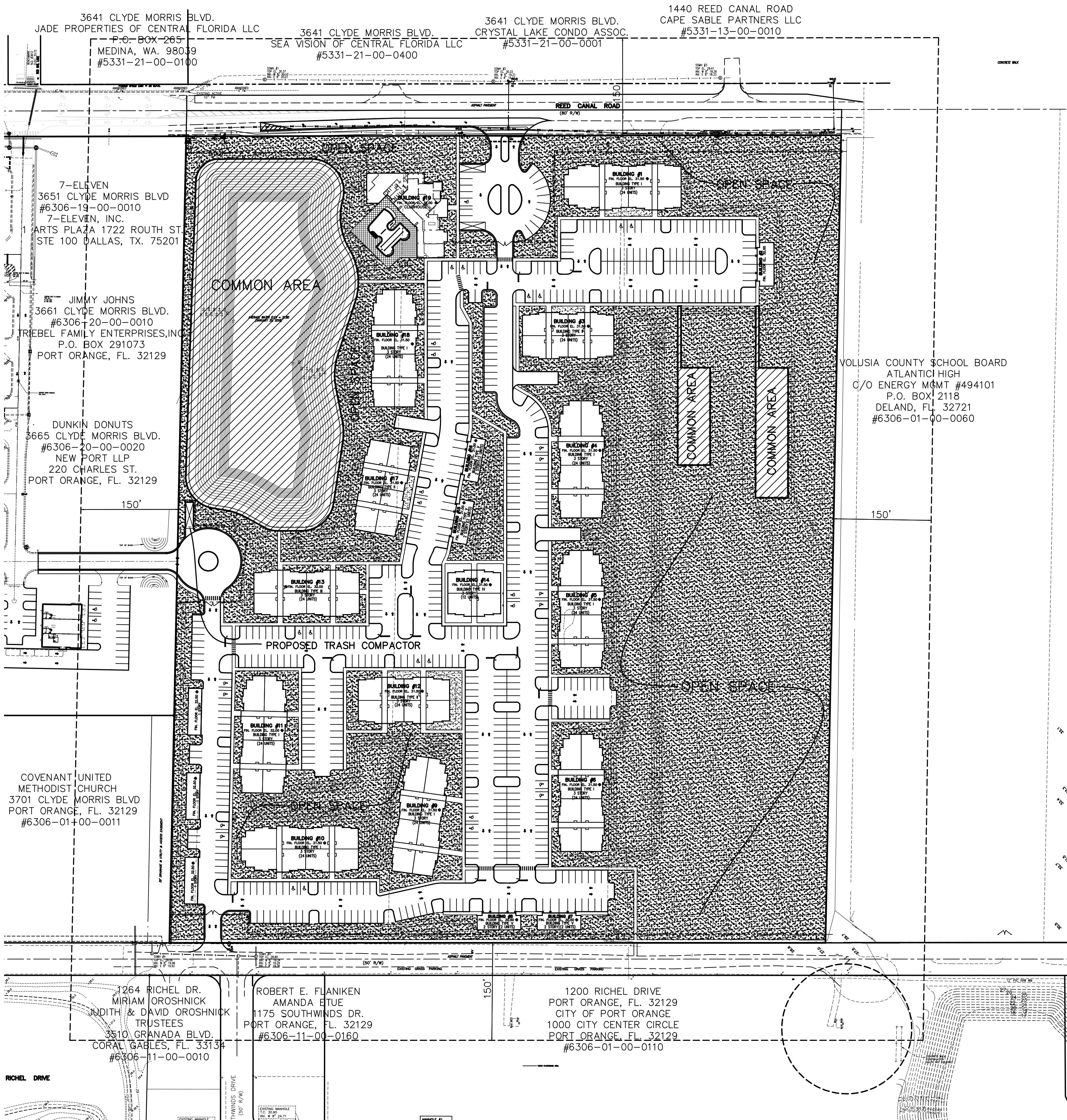
FLOOD MAP



ZONING MAP

NO.	DATE	DESCRIPTION	BY
REVISIONS			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO.	1734CS.DWG	DESIGNER:	P.MYNCHENBERG
DATE:	4/6/17	CADD TECH:	BVB
SCALE:	NONE	SHEET	1 OF 33
			SEAL

EXHIBIT B - COVERSHEET



OPEN SPACE CALCULATION:

TOTAL AREA = 29.7 ACRES
IMPERVIOUS AREA = 10.38 ACRES
OPEN SPACE = 19.32 ACRES
OPEN SPACE REQUIRED = 60%
= 17.82 ACRES
OPEN SPACE PROVIDED = 65%
= 19.32 ACRES

COMMON AREA/OPEN SPACE:

COMMON AREA/OPEN SPACE REQUIRED = 20% OF
THE TOTAL OPEN SPACE REQUIRED
COMMON AREA/OPEN SPACE REQUIRED = 17.82 X 20% = 3.564 ACRES
COMMON AREA/OPEN SPACE PROVIDED = 3.587 ACRES

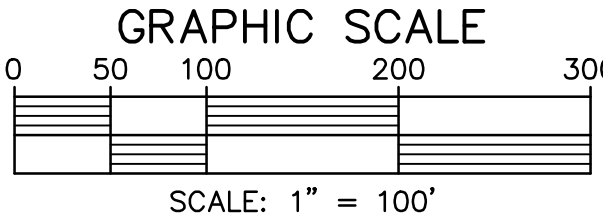
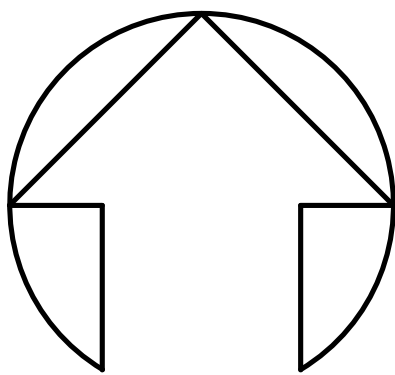
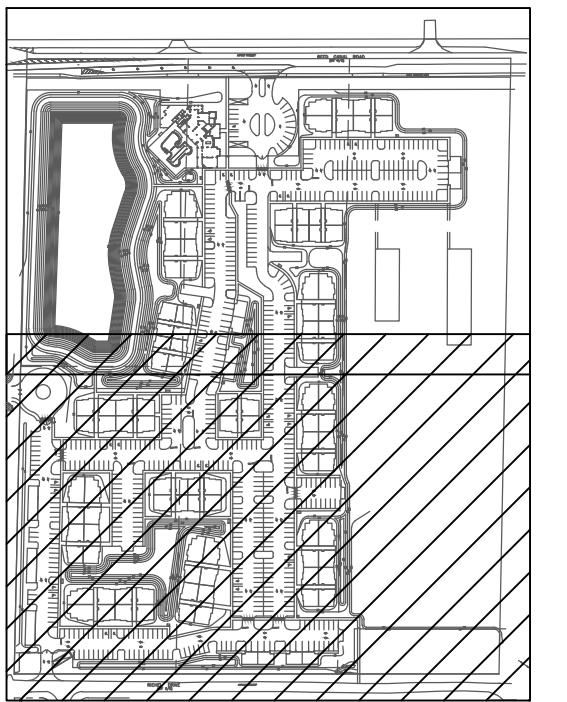
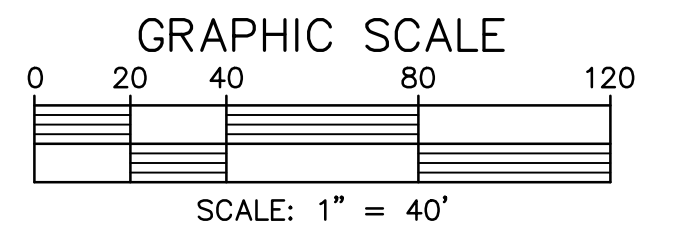
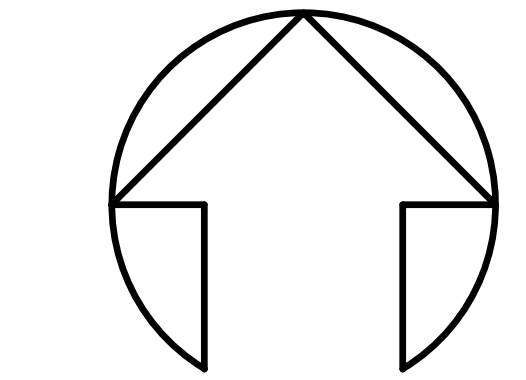
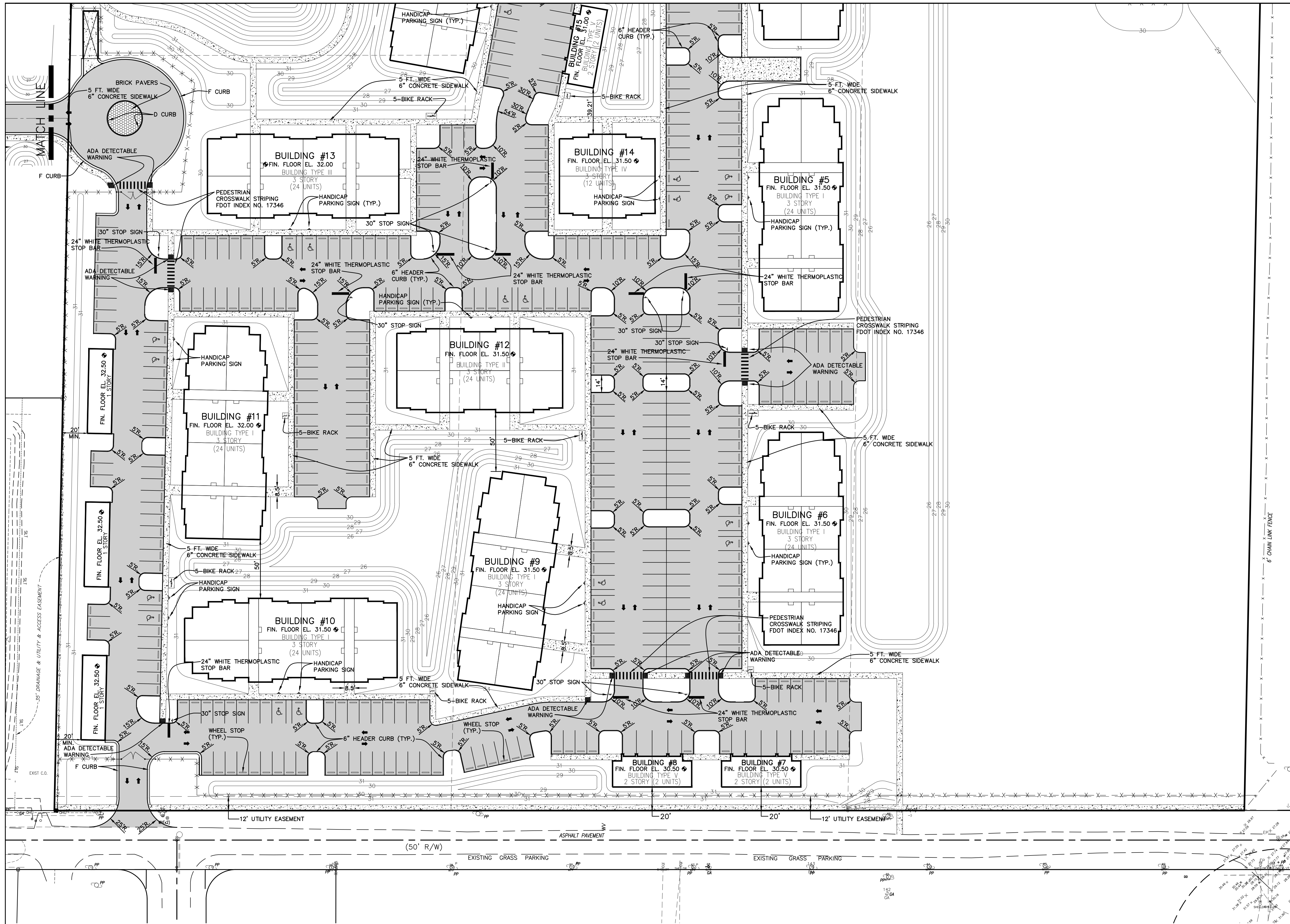


EXHIBIT B – OVERALL PLAN

NO.		DATE	DESCRIPTION		BY
R E V I S I O N S					
PARKER MYNCHENBERG & ASSOCIATES, INC.					
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910					
CONCEPTUAL DEVELOPMENT PLAN					
NEW PORT APARTMENTS					
PORT ORANGE * FLORIDA			SEAL		
FILE NO. 1734SP.DWG		DESIGNER: P.MYNCHENBERG			
DATE: 4/6/17		CADD TECH: BVB			
SCALE: 1" = 100'		SHEET 5 OF 33			

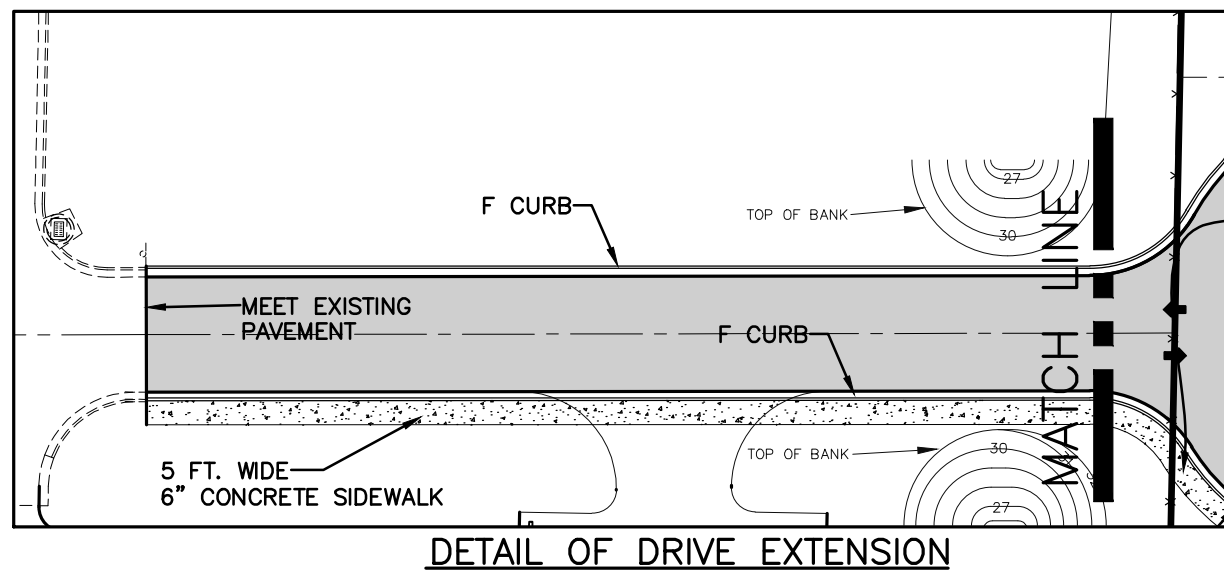


LEGEND

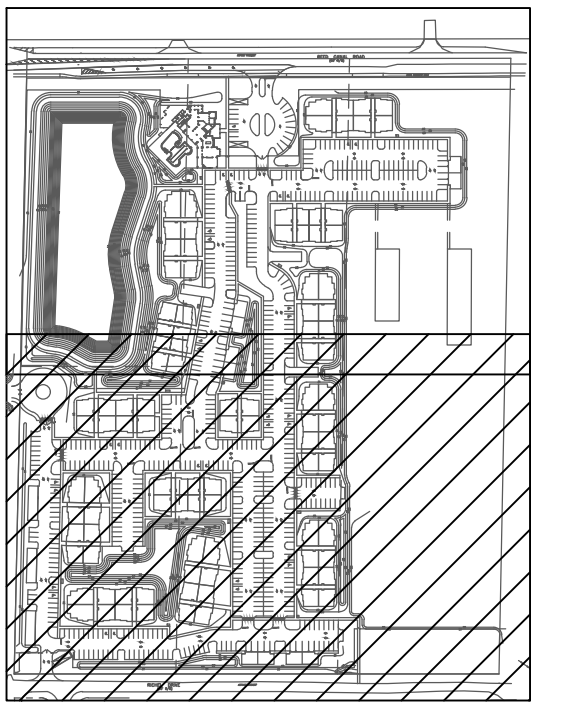
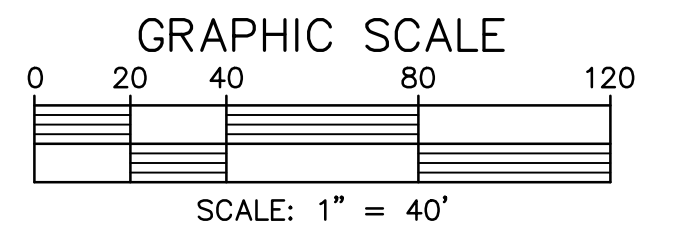
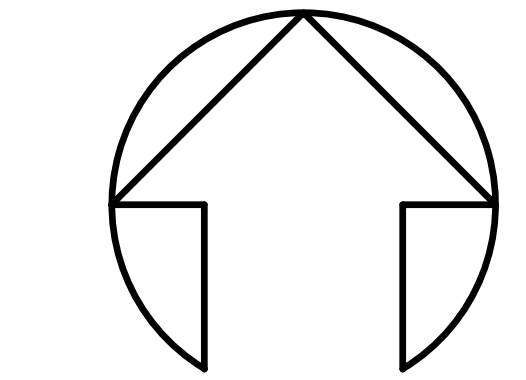
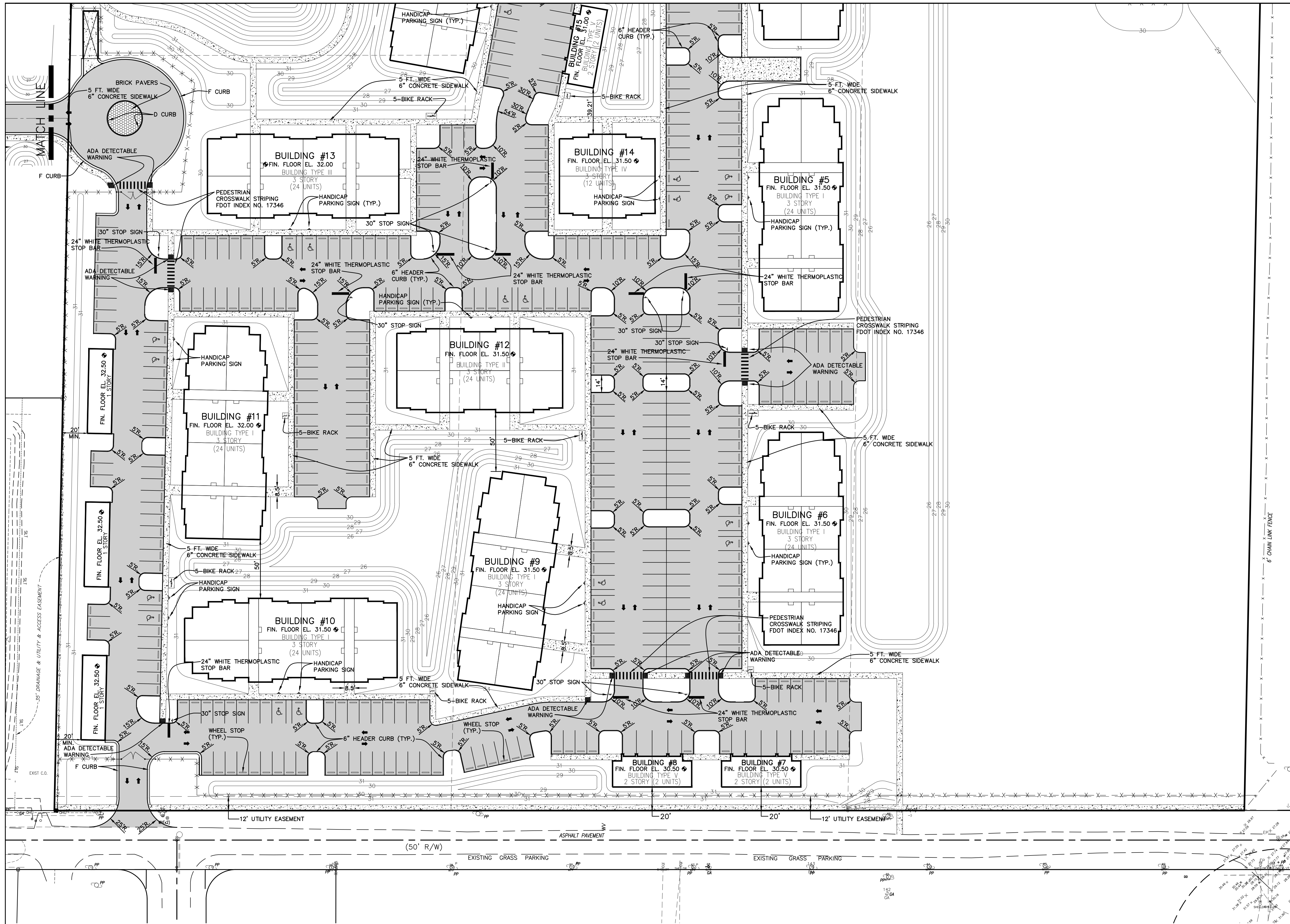
- MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
- MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
- MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
- MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
- 1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
- 1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
- 6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL

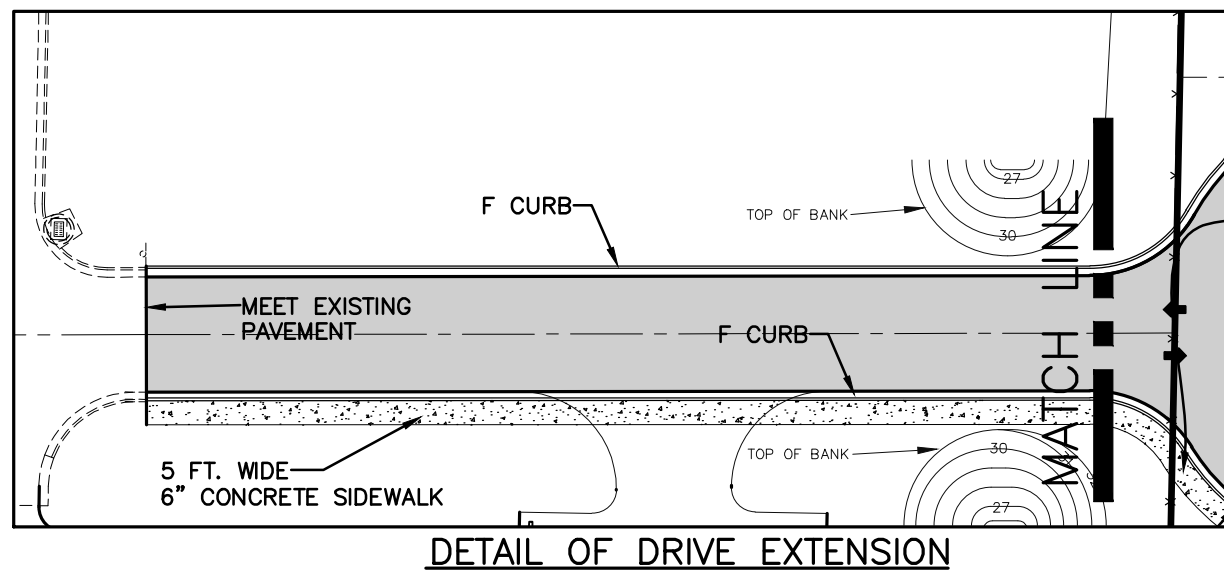


LEGEND

- MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
- MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
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- 6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL

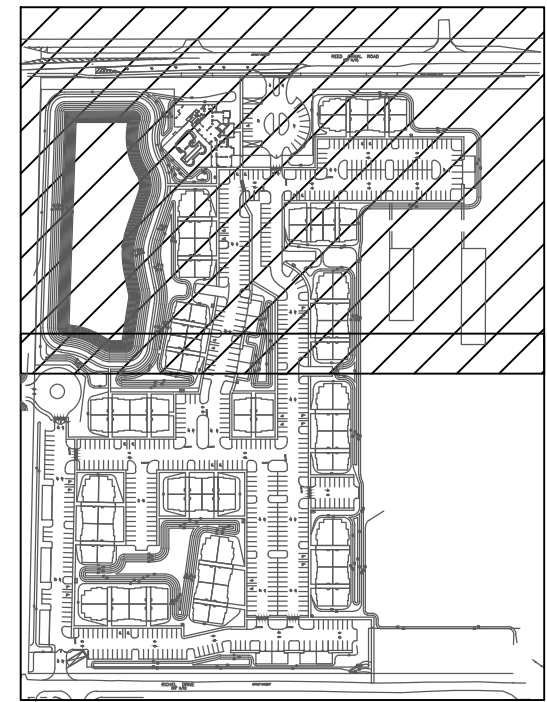
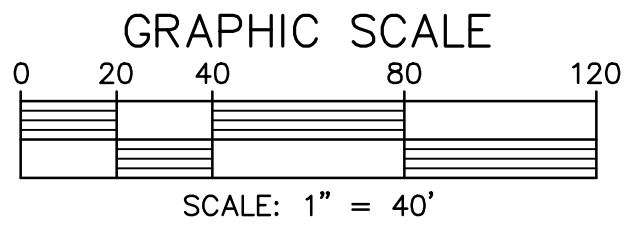
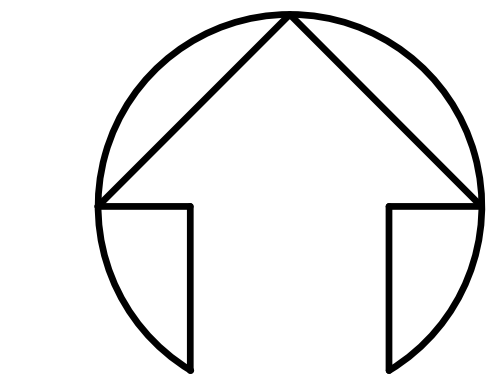
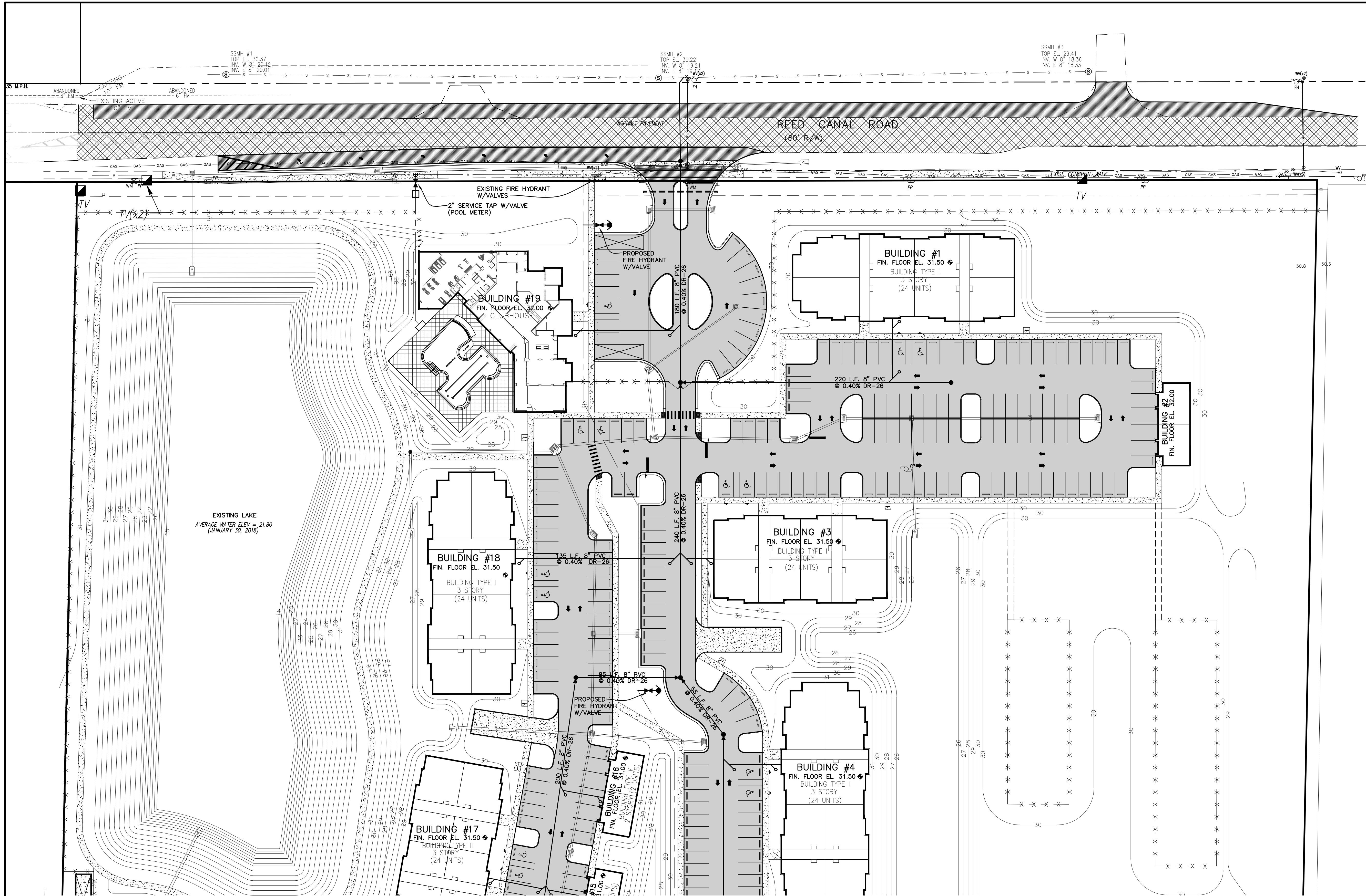


EXHIBIT B – UTILITY PLAN

NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG	DESIGNER: P.MYNCHENBERG		
DATE: 4/6/17	CADD TECH: BVB		
SCALE: 1" = 40'	SHEET 12 OF 33	SEAL	

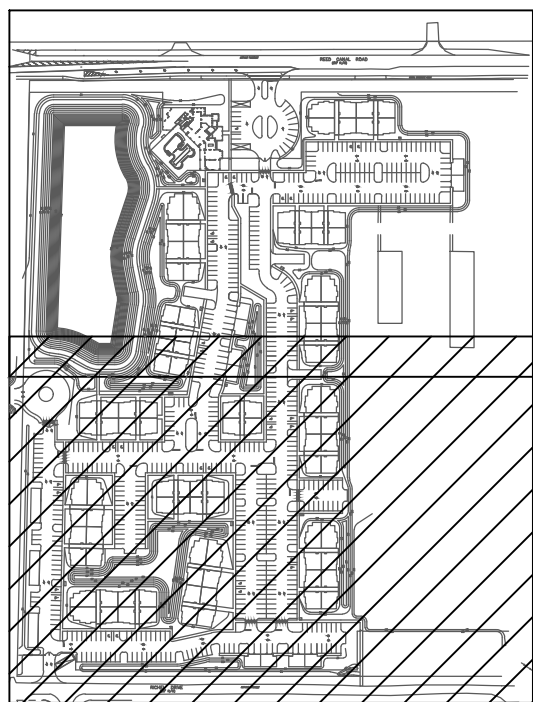
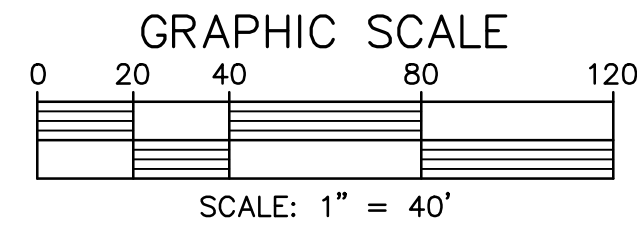
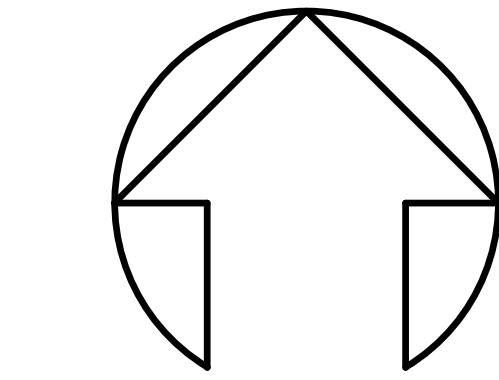
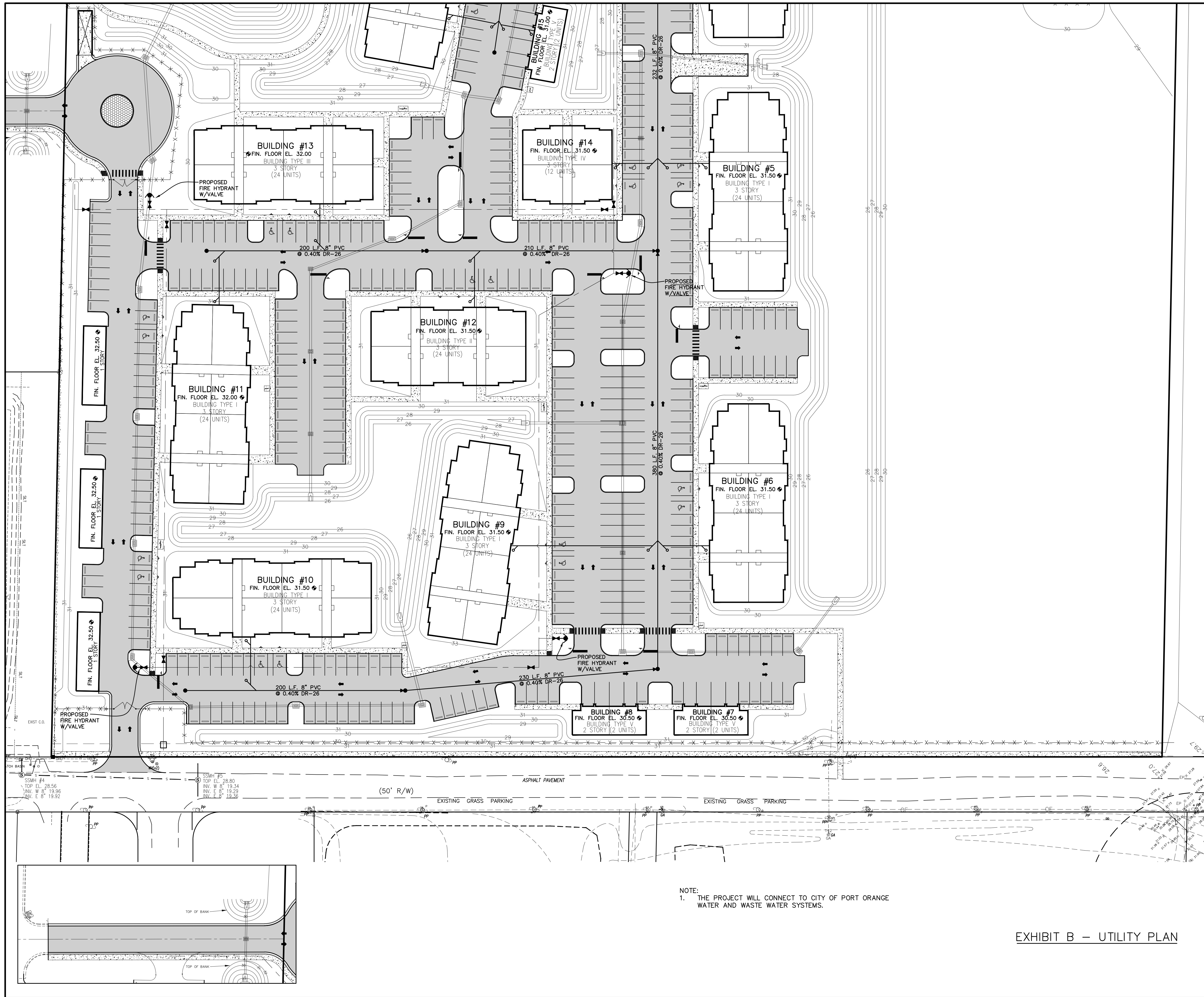


EXHIBIT B – UTILITY PLAN

NO.	DATE	DESCRIPTION		BY
R E V I S I O N S				
PARKER MYNCHENBERG & ASSOCIATES, INC.				
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS				
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117				
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com				
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910				
CONCEPTUAL DEVELOPMENT PLAN				
NEW PORT APARTMENTS				
PORT ORANGE		* FLORIDA		
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG		
DATE: 4/6/17		CADD TECH: BYB		
SCALE: 1" = 40'		SHEET 13 OF 33		SEAL

EXHIBIT "C"
ARCHITECTURAL ELEVATIONS



ARCHITECTURAL ELEVATIONS NEW PORT APARTMENTS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT "C"



STAFF REPORT

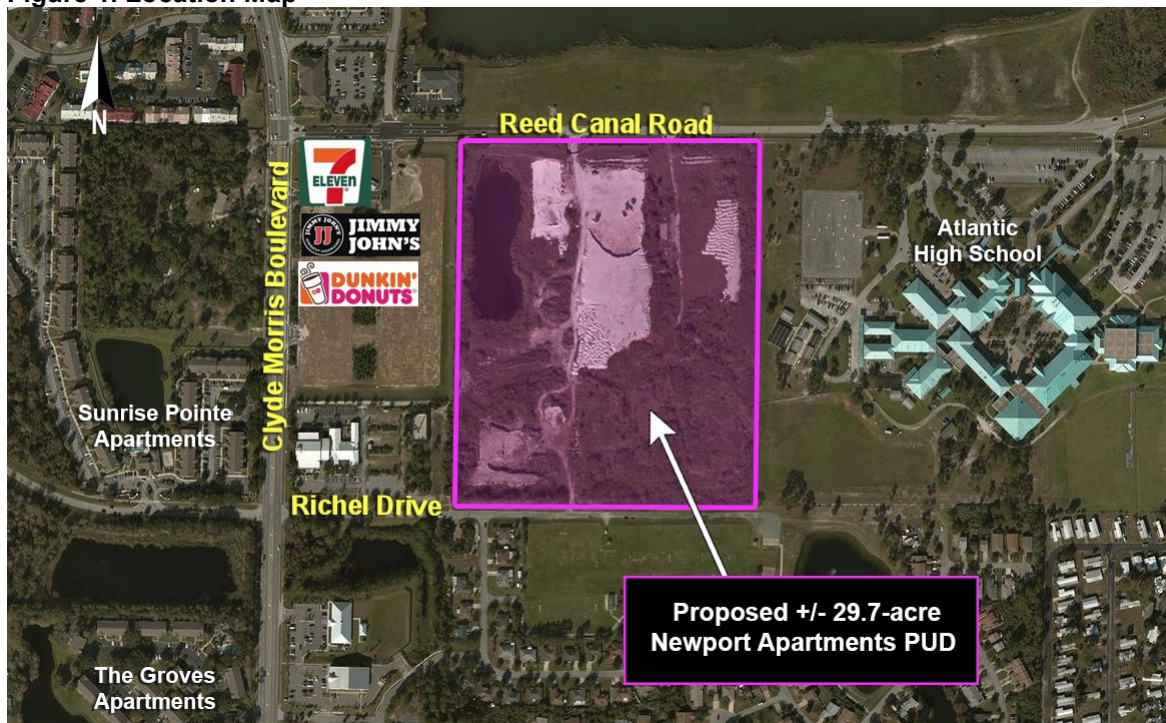
PUD Rezoning and New Port Apartments Master Development Agreement and Conceptual Development Plan
CASE NO. 18-65000002

REQUEST:	Rezone ±29.7 acres to Planned Unit Development (PUD) and approve the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	South side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School
APPLICANT/OWNER:	POA Development, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	October 25, 2018
CITY COUNCIL DATE:	November 13, 2018

INTRODUCTION

The applicant requests to rezone ±29.7-acres from City of Port Orange Planned Commercial Development (PCD) and Volusia County Rural Agriculture (A-2) to City of Port Orange Planned Unit Development (PUD) and approval of the New Port Apartments Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property as a 310-unit multi-family development along with associated site improvements. The subject property is located on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School (Figure 1 - Location Map).

Figure 1. Location Map



According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other development requirements are finalized with the site plan. The site plan is typically a 30 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for the New Port Apartments is required to be designed to meet the requirements of the LDC and the proposed MDA. At this time a site plan has not been submitted.

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of a recently annexed ±9.91-acre parcel from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre). The remaining acreage of the proposed development site has a FLU designation of *Urban High Density* (8-16 units/acre). The proposed rezoning to PUD and the MDA and CDP are consistent with the type of land use and density allowed by the FLU designations. The proposed MDA would allow a maximum of 310 multi-family units (10.44 units/acre) and is consistent with the overall density allowed by the FLU designations.

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit 1. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit 2.

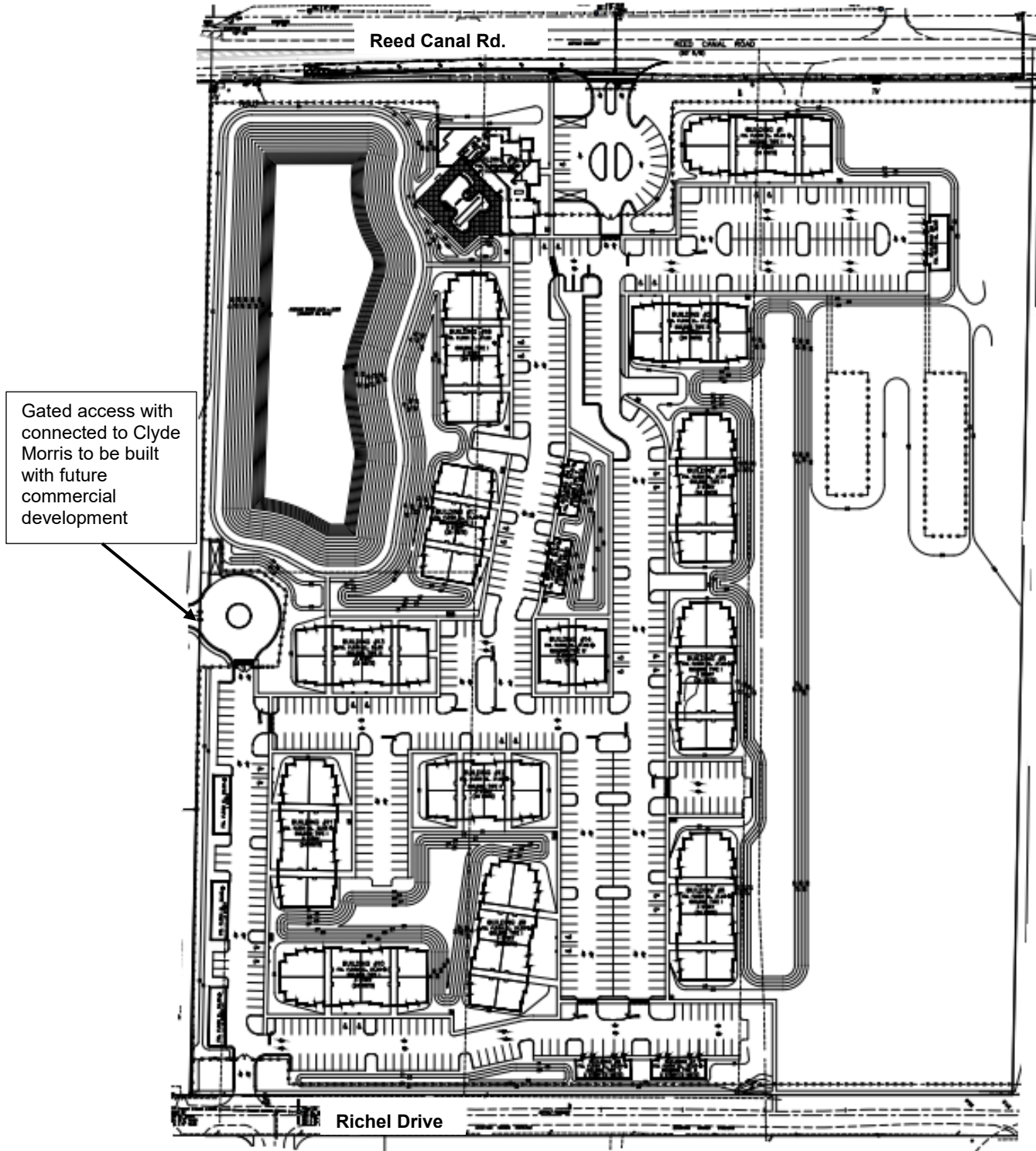
DEVELOPMENT PROPOSAL

If approved, the New Port Apartment MDA and the CDP (Exhibit 4) will provide the regulatory framework for the development of the subject property with a maximum of 310 multi-family units. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, traffic and other infrastructure capacity. There are no deviations from the development regulations in the LDC as part of the proposed New Port MDA. The applicant chose to rezone to Planned Unit Development (PUD) rather than conventional zoning for flexibility in calculating gross density across the development.

General Layout

The Conceptual Development Plan (CDP) shows the general lot layout for the proposed 310 multi-family development (Figure 2 of the Staff Report and Exhibit B of the MDA). The general layout and improvements associated with this development will comply with the requirements of the LDC and the MDA.

Figure 2. New Port Apartments Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the proposed development. The proposed building setback and open space in the MDA are generally consistent with City's conventional zoning districts that permit multi-family dwelling units (Table 1).

Table 1. Dimensional Requirements Comparison

Zoning	Minimum Living Area	Minimum Lot Width	Maximum Building Coverage	Minimum Open Space	Front Setback	Side Setback	Rear Setback	Maximum Building Height
New Port Apartments (Proposed PUD)	730 Sq.Ft.	150 Ft.	30%	60%	30 Ft.	25 Ft.*	20 Ft.**	45 Ft.
Low density multifamily residential (R-3L) district	750 Sq.Ft.	100 Ft.	40%	60%	30 Ft.	25 Ft.*	25 Ft.*	35 Ft.
Moderate density multifamily residential (R-3M) district	600 Sq.Ft.	150 Ft.	40%	60%	30 Ft.	25 Ft.*	25 Ft.*	45 Ft.
High density multifamily residential (R-3H) district	600 Sq.Ft.	150 Ft.	50%	50%	30 Ft.	25 Ft.*	25 Ft.*	45 Ft.

*Or equal to or greater than the building height

**This is considered a secondary front and the setback is based on the roadway landscape buffer requirement.

Access

Access to the development will be provided from a gated entrance off Reed Canal Road; a gated entrance to Clyde Morris Boulevard that is accessed through the commercial development at the south east corner of the Clyde Morris/Reed Canal intersection via an access easement; and a gated emergency access at Richel Drive. A new five foot (5') wide sidewalk will be constructed along Richel Drive for the entire length of the PUD property and throughout the development to connect to the new sidewalk and the existing sidewalk along Reed Canal Road.

Traffic

If the PUD rezoning is approved, the proposed site plan will be required to comply with the City's Concurrency Management requirements in the LDC. According to the traffic engineer for the proposed development, TEDS, Traffic Engineering Data Solutions, Inc., the proposed 310-unit multi-family development could generate ± 162 P.M. peak hour trips and $\pm 2,303$ daily trips.

According to the latest traffic counts for the area, there is roadway capacity for traffic that could be generated by the proposed development along the roadways adjacent to the development site (see Table 2). As with all development, the specific site development proposal for the property will be subject to concurrency regulations at the time of development requiring adequate transportation facilities to be provided or to mitigate the impacts.

Table 2. Roadway Capacity

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Percentage of Roadway Capacity Used
Reed Canal Rd. (Nova Rd-Clyde Morris Rd.)	E	13,640	7,050	6,590	51.69%
Clyde Morris Blvd. (N. City Limits to Madeline Ave.)	E	37,970	24,230	13,740	63.81%
Clyde Morris Blvd. (Madeline Ave. to Willow Run)	E	37,970	23,240	14,730	61.21%

Source: Volusia County 2017 Traffic Counts (most current available data)

Transit services are also available just west of the site, on Clyde Morris Boulevard, via Votran route 12, which provides service between the Pavilion at Port Orange shopping center and Beach Street (Daytona Beach).

Open Space

The proposed MDA and the LDC requires 60% open space and 65% is provided. The proposed MDA and the LDC requires 20% common open space and over 20% is provided. The proposed common open space includes a pet park, sidewalk around the pond, and a clubhouse and pool for recreation.

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscaping and tree preservation requirements of the City's LDC, including a 20' landscape buffer along Reed Canal Road and Richel Drive, the 15% tree preservation area, and the number of trees required (1/2,500 sq.ft.) for a multi-family development. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the LDC.

Potable Water and Sanitary Sewer

The proposed subdivision will be served by potable water and sanitary sewer. The developer will construct potable water and sanitary sewer lines in accordance with the utility plan for this LDC. Irrigation will be provided by a private well and/or stormwater.

Stormwater Management

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

Schools

The Volusia County School District determined that there is adequate school capacity for the estimated students anticipated to be generated by the proposed 310-unit multi-family development (Exhibit 3).

RECOMMENDATION

Staff recommends approval of the rezoning for the New Port Apartments PUD and the Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 18-20000006); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – School District Review Letter
- Exhibit 4 – New Port Apartments PUD Master Development Agreement and
Conceptual Development Plan

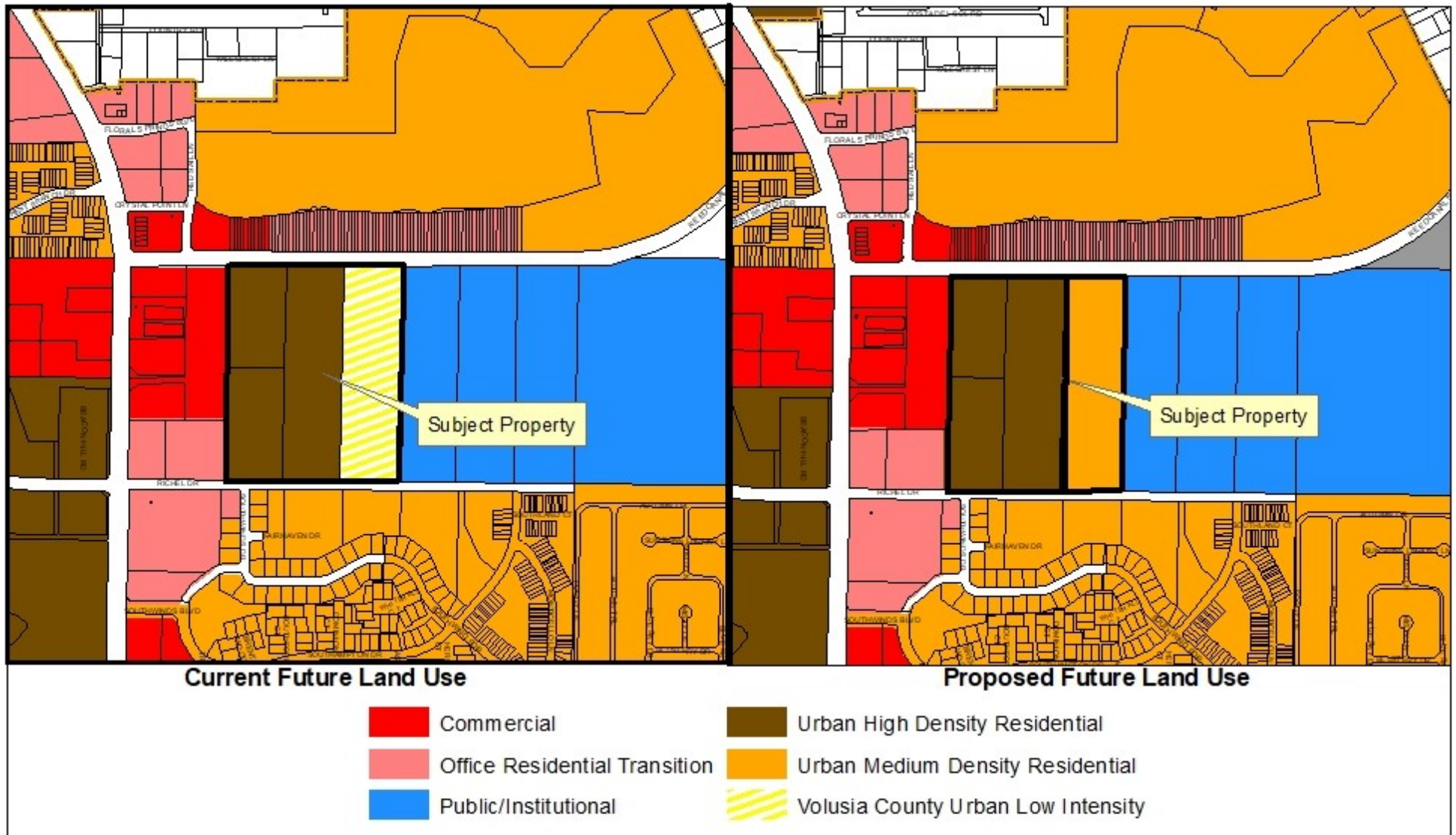
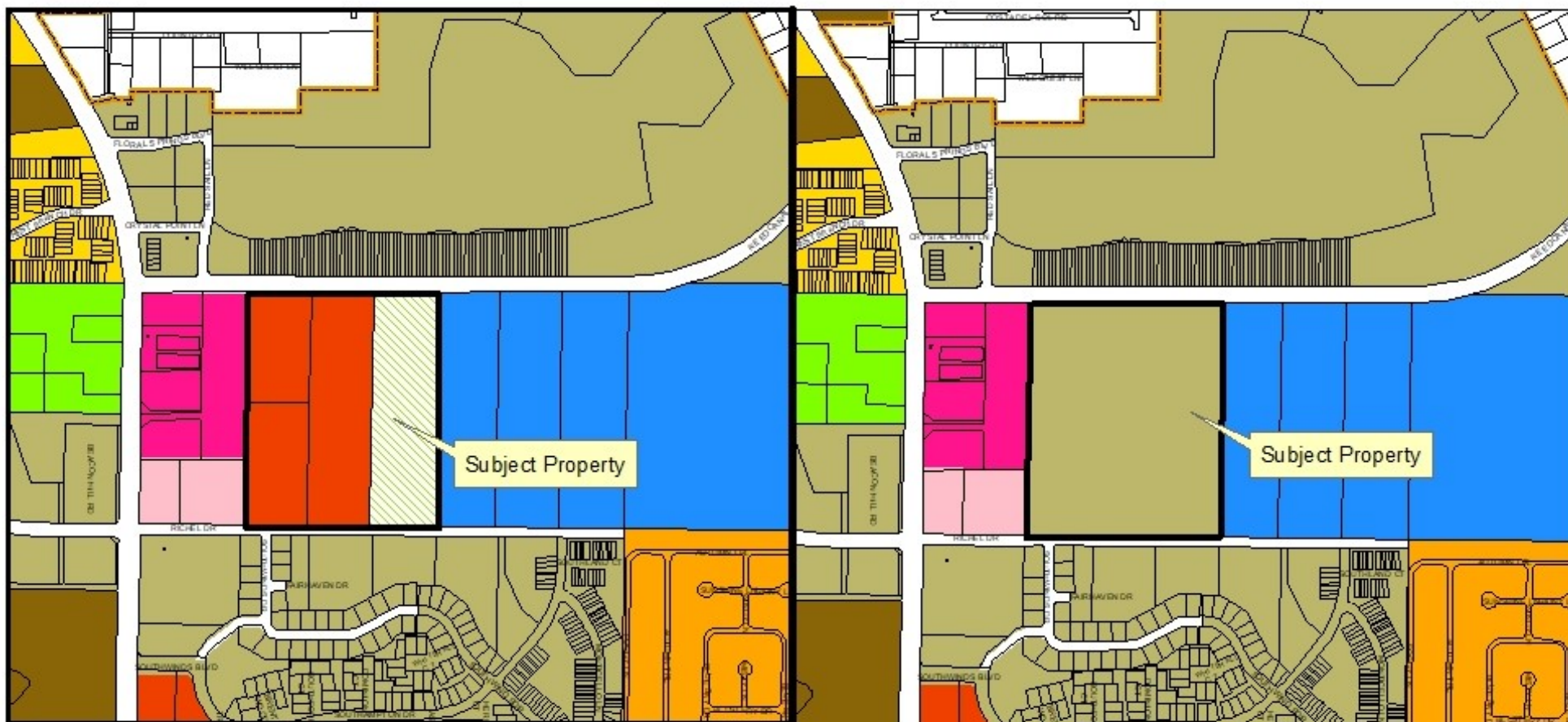


EXHIBIT 1

CASE NO. 18-65000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





Current Zoning

Proposed Zoning

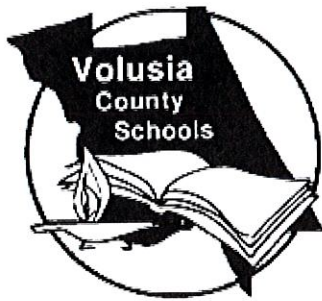


EXHIBIT 2

CASE NO. 18-65000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





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 3

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Dr. John Hill, Vice-Chairman
Mrs. Melody Johnson
Mr. Carl Persis
Mrs. Ida D. Wright

School Adequate Capacity Determination Finding of Adequate Capacity Letter

24 September 2018

Mr. Steve R. Buswell P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Ave.
Holly Hill, FL 32117

RE: New Port Apartments CPA and Land Use Change - City of Port Orange
School Capacity Case #18-09-11-001-A

Dear Mr. Buswell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed Land Use change and Comprehensive Plan Amendment associated with a total of +/- 29.7 acres of property located on Reed Canal Road adjacent to Atlantic High School within the City of Port Orange. The proposed changes would result in an increase in density of 40 multi-family dwelling units, from the currently allowed density of 285 to a maximum of 325 units, however the proposed PD is requesting a total of 310 units.

The district uses county wide Student Generation Rates (SGRs) of (.104) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate thirty-two (32) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.305	0	0
Multifamily Dwelling Unit	.104	310	32.2
	Total		32

New Port Apartments CPA and Land Use Change - City of Port Orange
24 September 2018

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	18/19 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Students projected
Sugarmill Elementary	670	108%	N	14
Silver Sands Middle	1221	105%	N	8
Atlantic HS	1351	98%	N	10

Long term plans for the area include a new elementary school on land currently owned by the school board. At the middle school level program changes and rezoning attendance boundaries can be used to balance enrollments; therefore, the school district has no objections to the proposed PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time. No Student Reservations have been made at this time.

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

If you should have additional questions please contact me at (386) 947-8786, extension 50810.

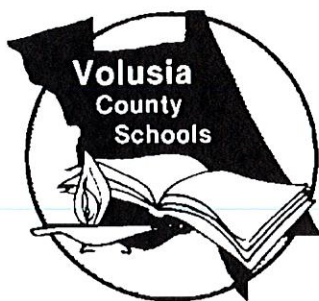
Sincerely,

Eric A. Kozielski 24 SEPT 2018

Eric A. Kozielski

Planning & GIS Specialist

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



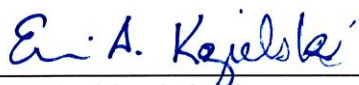
Finding of Adequate School Capacity **Volusia County School Board**

Project Information	
Project Name	New Port Apartments
VCSB Project #	#18-09-11-001-A
Jurisdiction Project#	
Parcel ID Numbers:	6306-01-00-0030; 6306-01-00-0031; 6306-01-00-0040; 6306-01-00-0050;
Project Location:	Reed Canal Road adjacent to Atlantic High School
Potential Residential Units:	310
Property Owner/Applicant:	Steve R. Buswell P.E., Parker Mynchenberg & Associates for POA Development LLC

Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.


Eric A. Kozielski,
Planning & GIS Specialist

24 SEPT 2018
Issue Date



**NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

REVISED

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **POA DEVELOPMENT LLC** a Florida Limited Liability Company ("Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "NEW PORT APARTMENTS", involves approximately ±29.7 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of POA Development LLC signatory to this MDA. A letter of authorization of ownership is attached to Developer's application materials. This MDA between City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The New Port Apartments PUD provides for an apartment residential development that offers for lease apartments, adding additional housing choices to the Port Orange community. It will be marketed to and targeted for a variety of demographic groups, including young professionals, active retirees, and "empty nesters" seeking to rent an apartment with less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the "Conceptual Plan"), attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of the clubhouse, accesses, apartment buildings, and other planned features or improvements to

the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property will be developed as a single, unified site. The Property shall be used for residential purposes and developed as a leased apartment residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 310 apartments for a maximum density of ±10.44 dwelling units per acre. When considered in light of other housing and community choices in the vicinity the New Port Apartments PUD will provide

for a compatible residential development that is consistent with surrounding land use pattern, while providing an additional option to the Port Orange community.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a sales office in the development, upon site plan and building permit approval. The sales office shall be for the purpose of leasing apartments within the New Port Apartments. Parking for the temporary activities allowed by this paragraph shall be in the parking spaces provided for the sales office/model home and shall be handicapped accessible.

C. Minimum Lot Area

The minimum lot area is 29.7 acres. A Unity of Title shall be recorded to combine existing lots prior to issuance of a Site Plan Development Order.

D. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred and ten (310) dwelling units or a gross project density of ±10.44 dwelling units per acre.

E. Open Space

The New Port Apartment PUD complies with the LDC requirement of a minimum of sixty percent (60%) of the total project area as open space.

F. Maximum Lot Coverage

- | | | |
|----|----------------------------------|-----|
| 1. | Maximum Building Lot Coverage: | 30% |
| 2. | Maximum Impervious Lot Coverage: | 40% |

G. Maximum Building Height

The maximum building height shall not exceed forty-five feet (45')

H. Dimensional Requirement

1. Minimum Building Setbacks (principal structure):

A. Clubhouse/Apartments

- | | | |
|----|-------------------------|---|
| 1. | Front (Reed Canal Road) | 30 ft. from adjacent right-of-way; |
| 2. | Rear (Richel Drive) | 20 ft. from the rear property line; and adjacent right-of-way |
| 3. | Side | 25 ft. or equal to or greater than the building height |
| 4. | Side Corner | Equal to front setback |

2. Special Setbacks

No accessory structures or pools shall be allowed in the required setback area. A fence or wall are permitted to be installed on the site perimeter, subject to compliance with the standards established by the LDC.

3. Minimum Lot Dimensions

- | | |
|---------------------------------|-----------------------|
| A. Lot Area: | 29.7 acres |
| B. Lot Width: | 150 ft. |
| C. Minimum Apartment Floor Area | 730 sf. per apartment |

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall be consistent with preliminary architectural plans as illustrated in “Exhibit C”. All colors, materials, signage, building orientation, and architectural styles shall be consistent with “Exhibit C.”

6. PHASING

Development of the Property will occur in one (1) phase.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

It is anticipated that Developer will extend water and sewer lines to serve the Property and the development authorized herein. If City desires to extend the water and sewer lines prior to Developer's need for installation of Developer's lines, Developer shall grant the necessary utility easements to City and City shall, at its sole cost, install and pay for such lines. Stormwater shall be retained and detained as generally depicted on the Conceptual Plan. Developer shall comply with City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance Land Development Code and City Standard Construction Details. . Reclaimed water is owned and maintained by Volusia County and is not considered available for use at the proposed site. The Property will be developed as a single, unified site without regard to platted lot lines; and, as such, Developer will not be required to construct stub-outs to property boundaries or unserved open space within the Property. Two potable water master meters will service the development. The water master meters will be located off Reed Canal Road and Richel Drive.

8. ROADS, SIDEWALKS, PARKING, AND CONNECTIVITY

Roads, drives, parking lots, and sidewalks within the New Port Apartments PUD shall be private. The development of the New Port Apartments PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to New Port Apartments is provided through three (3) access points

1. Gated Entrance: Reed Canal Road.
2. Gated Entrance: Access Easement to Clyde Morris Boulevard.
3. Emergency Access at Richel Drive.

Developer may be required to rebuild existing sidewalk on Reed Canal Road to meet ADA requirements and install a minimum five foot (5') wide sidewalk on Richel Drive for the entire length of the PUD and within the development, as shown on the concept plan "Exhibit B." All roads and sidewalks will be built to City standards. All improvements in Reed Canal Road right-of-way to be constructed to Volusia County standards.

Parking areas shall, be provided on site as permitted by the LDC, and be permitted throughout the project as illustrated on the Conceptual Plan.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded.

10. MAINTENANCE OF OPEN SPACE AND FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots and access driveways, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The owner/developer will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the owner/developer fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as City may deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty feet (20') along portions of Reed Canal Road and Richel Drive property boundaries and a width of twenty feet (20') along the east and west property boundary, as shown in the Conceptual Plan. Landscaping within the perimeter landscape buffers shall meet or exceed the minimum requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final site plans shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the twenty-foot (20') perimeter buffer installed as depicted in the Conceptual Plan. Installation of the twenty-foot (20') landscape buffer along Reed Canal Road and Richel Drive must be installed prior to approval of the first Certificate of Occupancy in the development. The landscape buffers shall be part of the open space. Maintenance and repair of the landscape buffers within said open space shall be the responsibility of the owner/developer. A perimeter fence or wall may be permitted within the landscape buffer.

12. FENCING ALONG EXISTING RIGHTS-OF-WAY

A six foot (6') high ornamental aluminum or PVC fence shall be constructed along the roadway landscape buffer of Reed Canal Road and Richel Drive to provide security for portion of

the New Port Apartments PUD, as shown on the Conceptual Plan. Construction of the six feet (6') high aluminum or PVC fence along Reed Canal Road and Richel Drive will be located outside the twelve-foot (12') Utility/Drainage/Access Easement. Maintenance and repair of the six feet (6') ornamental fences shall be the responsibility of the owner/developer.

13. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of City's LDC. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Plan.

14. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Development of the New Port Apartments PUD shall commence within three (3) years from the date of execution of this MDA. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

15. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

16. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan as referred to in Section 3 of this MDA, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this MDA shall be published by the City, at Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH THE LAWS

Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that Developer's successors in title will be bound by Developer's commitments made in this MDA.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this MDA.

18. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

19. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____
day of _____, 2018.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2
STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE,
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission Expires _____

DEVELOPER:

POA Development LLC

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, Nathan Collier as Manager of POA Development LLC. He is personally known to me OR has produced _____ as identification.

Notary Type, Print or Stamp Name
My commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 3 AND 4

LOTS 3 AND 4, BENNETT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIO 16 SOUTH, RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT 'A'

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

NEW PORT APARTMENTS

CONCEPTUAL DEVELOPMENT PLAN

PORT ORANGE, FLORIDA

VOLUSIA COUNTY, FLORIDA

RECEIVED
9-20-18

CITY OF PORT ORANGE
Community Development

REVISED

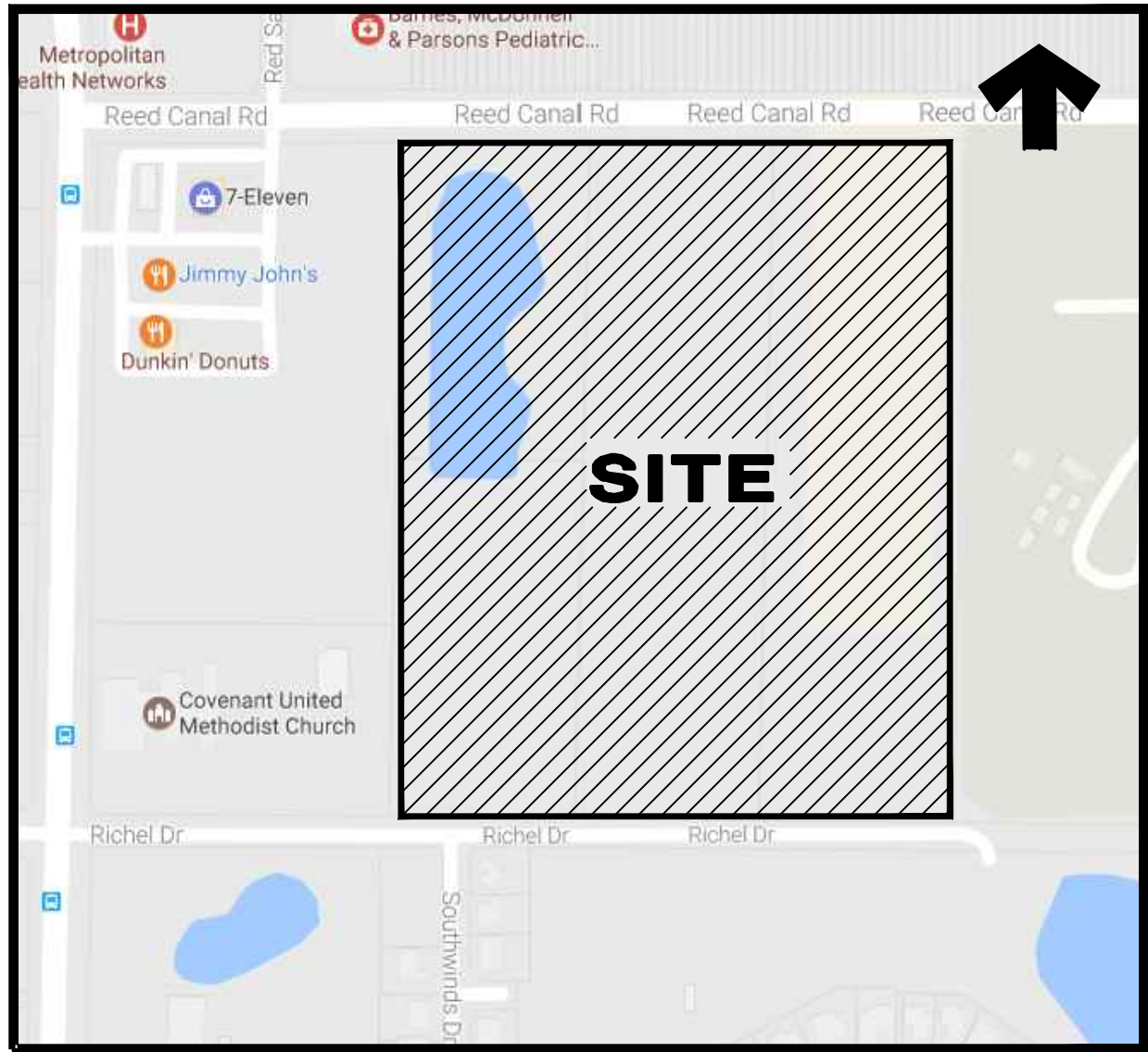
GENERAL NOTES

- BOUNDARY, TOPOGRAPHY, AND TREE LOCATION BASED ON SURVEY PREPARED BY SLIGER & ASSOCIATES INC., J.E. ZAPERT PLS #4046 DATED: 02-06-2018 (JOB NUMBER: 18-0093)
- CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
- WHERE EXISTING GRADES ARE SHOWN TO BE INCREASED BY FILL IN AREAS OF EXISTING UTILITIES, ALL VALVES AND BOXES, MANHOLES LIDS AND COVERS AND SIMILAR APPURTENANCES MUST BE ADJUSTED ACCORDINGLY TO MATCH THE FINISHED GRADE.
- POTABLE WATER MAINS LARGER THAN 4" DIA. AND GREATER ARE TO BE PVC DR-18 C-900. 2" POTABLE WATER SERVICES SHALL BE POLYETHYLENE TUBING (BLUE UNLESS OTHERWISE INDICATED). RECLAIMED WATER MAINS ARE TO BE PURPLE P.V.C. DR-18 C-900. 1-1/2" REUSE WATER SERVICES SHALL BE POLYETHYLENE TUBING (PURPLE).
- BENCHMARK REFERENCE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD29) PER MEASUREMENTS FROM BENCHMARK NO. 27, ELEVATION 24.33 AND BENCHMARK NO. 25, ELEVATION 26.03 AS ESTABLISHED AND PUBLISHED BY THE CITY OF PORT ORANGE.
- TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS LATEST VERSION UNLESS OTHERWISE SPECIFICALLY APPROVED.
- THE UTILITY COMPANIES WITH SERVICE IN THE AREA ARE LISTED BELOW:

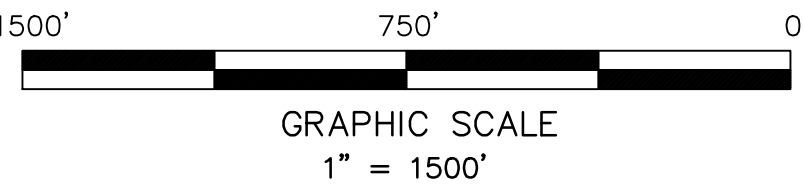
SPECTRUM	(386) 760-9941
TECO PEOPLE GAS INC.	(386) 671-2253
BELL SOUTH	(386) 252-7913
VOLUSIA COUNTY SIGNAL SHOP	(386) 239-6537
FPL FIBER NET LLC	(305) 522-3249
MCI TELECOMMUNICATIONS CORP.	(407) 870-7419
FDOT ITS/DASH - MIKE SMITH	(386) 943-5360
- ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
- ALL NON-PAVED AREAS SHALL BE PLANTED, GRASSED, OR MULCHED.
- STAKED TURBIDITY BARRIERS SHOWN ARE THE MINIMUM EROSION CONTROL FEATURES. OTHERS MAY BE NECESSARY DEPENDING ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION.
- PROJECT ADDRESS: 1401 REED CANAL ROAD, PORT ORANGE, FLORIDA 32127
- CONTRACTOR SHALL SCHEDULE A CITY REPRESENTATIVE TO BE PRESENT TO OBSERVE PIGGING OF WATER LINES.
- CONSTRUCTION SEQUENCING NOTES:
 - IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, & TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
 - PRIOR TO THE FILLING ON FUTURE ROADWAY & LOT AREAS, THE REMOVAL OF ANY VEGETATION & TOP SOIL MUST BE PERFORMED.
 - A SIGNED, SEALED, & DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
 - NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
 - ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED & PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
 - ALL FILLING IS TO BE PERFORMED IN ONE FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS & 95% FOR UNPAVED AREAS & FUTURE BUILDING PADS BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
 - TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
 - AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED & MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT AND SHALL HAVE A MAX. HEIGHT OF 6 FEET.
 - SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION & THE IMPACT TO NEIGHBORING COMMUNITIES.
 - UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SEEDING & MULCHING AND/OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
 - ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
 - ALL NON-PAVED AREA MUST BE PLANTED, GRASSED, OR MULCHED.
 - ALL PROPOSED UTILITIES ARE TO BE INSTALLED UNDERGROUND.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
 - ALL STORMWATER PIPING CONNECTION JOINTS MUST BE WRAPPED WITH FILTER FABRIC TO PROHIBIT THE SEEPAGE OF SEDIMENTS THROUGH THE JOINT. THE WRAP SHOULD BE A MINIMUM OF 36 INCHES IN WIDTH AND INSTALLED WITH AN OVERLAP OF AT LEAST 18 INCHES.
- FLOOD ZONE: "X", PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PANEL NUMBER 12127C0368H, DATED: FEBRUARY 19, 2014.
- ALL SIGNAGE TO BE APPROVED BY SEPARATE PERMIT.

SPECIFIC NOTES

- THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIALS PLACEMENT, OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT OF WAY IN ACCORDANCE WITH VOLUSIA COUNTY ORDINANCE ARTICLE 1, SECTION 94-1."
- THERE SHALL BE NO DELIVERIES, BLOCKAGES OR RESTRICTIONS OF ANY KIND WITHIN THE COUNTY MAINTAINED THROUGH LANES BETWEEN THE HOURS OF 6 AM TO 9 AM AND 4 PM TO 6 PM, UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER.
- ALL EXISTING SIDEWALKS WITHIN THE COUNTY RIGHT OF WAY SHALL REMAIN OPEN OR PROVISIONS OF A TEMPORARY WALKWAY SHALL BE PROVIDED IN ACCORDANCE WITH VERSION 2006 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX 660." MID BLOCK CLOSURE WITH TEMPORARY WALKWAY" UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER."



VICINITY MAP



APARTMENT BUILDING INFORMATION

8-TYPE I BUILDINGS @ 24 UNITS = 192
3-TYPE II BUILDINGS @ 24 UNITS = 72
1-TYPE III BUILDINGS @ 24 UNITS = 24
1-TYPE IV BUILDING @ 12 UNITS = 12
5-TYPE V BUILDINGS @ 2 UNITS = 10
TOTAL UNITS = 310

PARKING CALCULATION

PARKING REQUIRED:
2 SPACES/UNIT @ 310 UNITS = 620 SPACES

PARKING PROVIDED:
STANDARD = 595 SPACES
HANDICAPPED = 29 SPACES
TOTAL = 624 SPACES*

*(THIS INCLUDES 586 SPACES + 38 GARAGE BAYS)

BICYCLE PARKING REQUIRED = 10% OF THE REQUIRED CAR PARKING
BICYCLE PARKING REQUIRED = (0.10)(624) = 62 SPACES
BICYCLE PARKING PROVIDED: 20 @ 5-BIKE RACKS = 100 SPACES

LAND USE TABULATION

SITE AREA: 1,293,873 S.F. = 29.7 ACRES
DENSITY = 310 DU/29.7 AC. = 10.44 DU/AC.

F.A.R. CALCULATION

TOTAL SQ. FOOTAGE = 442,800
TOTAL SITE AREA = 1,293,873
F.A.R. = 442,800/1,293,873 = 0.3422

SITE COVERAGE CALCULATION

TOTAL SITE AREA = 1,293,873 S.F. = 29.7 ACRES
BUILDING AREA = 156,407 S.F. = 12% COVERAGE

IMPERVIOUS AREA

PARKING AREA = 257,800 S.F.
SIDEWALK/DRIVES = 47,035 S.F.
BUILDING = 156,407 S.F.

TOTAL IMPERVIOUS AREA = 452,201 S.F. = 35%
TOTAL LANDSCAPE AREA = 841,672 S.F. = 65%

VOLUSIA COUNTY USE PERMIT GENERAL NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION #00003910

GENERAL INFORMATION

OWNER/APPLICANT:

POA DEVELOPMENT, LLC
NATHAN COLLIER, MANAGING MEMBER
220 N. MAIN STREET
GAINESVILLE, FLORIDA 32601
(352)416-1413 CELL (352)339-1838
EMAIL: carl.cataudella@colliercompanies.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION #00003910
1729 RIDGEWOOD AVE.
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
J.E. ZAPERT, PLS #4046
321 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386)761-5385
E-MAIL: jzapert@sligerassociates.com

ARCHITECT:

FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
AMANDA FROELICHER, ASSOCIATE A.I.A.
PROJECT MANAGER
237 S. WESTMONTE DRIVE SUITE 220
ALAMOMNTE SPRINGS, FLORIDA 32714
(407)830-1400
E-MAIL: afroelicher@forumarchitecture.com

SITE INFORMATION

PROJECT NAME: NEW PORT APARTMENTS

TAX PARCEL NUMBERS: 6306-01-00-0030,
6306-01-00-0031, 6306-01-00-0040,
6306-01-00-0050

EXISTING ZONING:

CITY ZONING: PCD
COUNTY ZONING: A-2

PROPOSED ZONING:

CITY ZONING: PUD

EXISTING FUTURE LAND USE:

CITY:
URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

COUNTY:

URBAN LOW DENSITY = 9.91 AC.

PROPOSED FUTURE LAND USE:

CITY:

URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) = 19.79 AC.

URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) = 9.91 AC.

MAXIMUM DENSITY:

9.91 AC. @ 8 DU/AC = 79.28
19.7932 AC. @ 16 DU/AC = 316.69
396 MAX. = 13.33 DU/AC

PROPOSED DENSITY:

310 DU/29.7 AC. = 10.44 DU/AC.

TOTAL SITE AREA: 1,293,873 S.F. = 29.7 ACRES

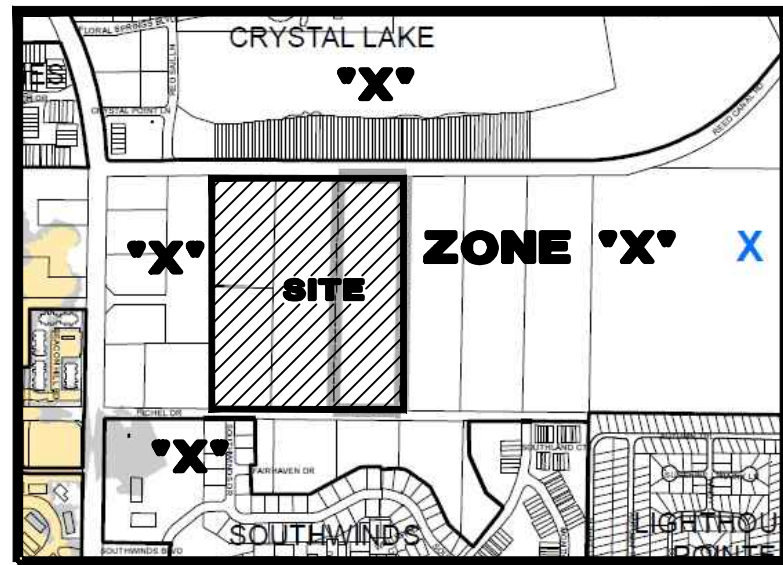
FEMA FLOOD ZONE: X

MINIMUM BUILDING SETBACK REQUIREMENTS

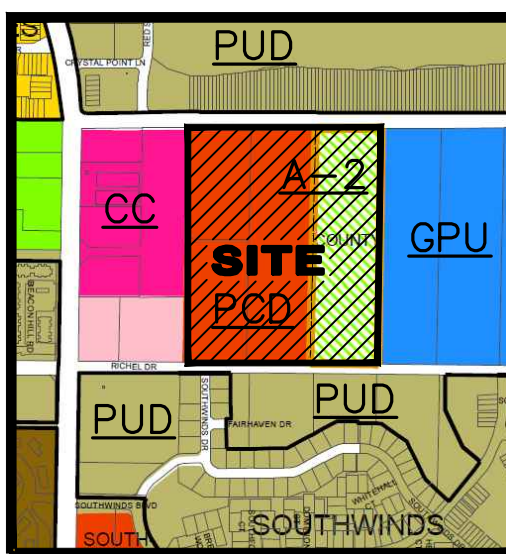
RICHEL DRIVE _____ 20 FT.
REED CANAL ROAD _____ 30 FT.
SIDE _____ 25 FT.*
REAR _____ 20 FT.
SIDE CORNER _____ 20 FT.
*25 FT. OR EQUAL TO OR GREATER THAN THE BUILDING HEIGHT.

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
4	Adakula fine sand, 0 to 8 percent slopes	13.9	45.2%
17	Daytona sand, 0 to 5 percent slopes	6.9	22.6%
42	Panola fine sand, 0 to 8 percent slopes	5.5	18.1%
47	Rls	2.9	9.3%
62	St. Lucie fine sand, 0 to 8 percent slopes	1.5	4.8%
Totals for Area of Interest		30.7	100.0%

SOILS MAP



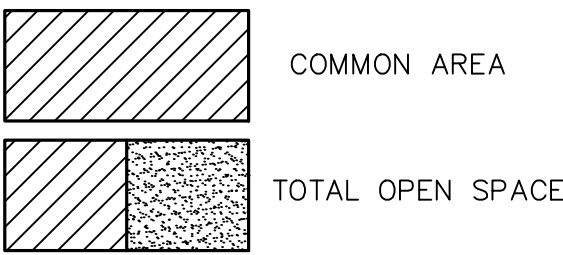
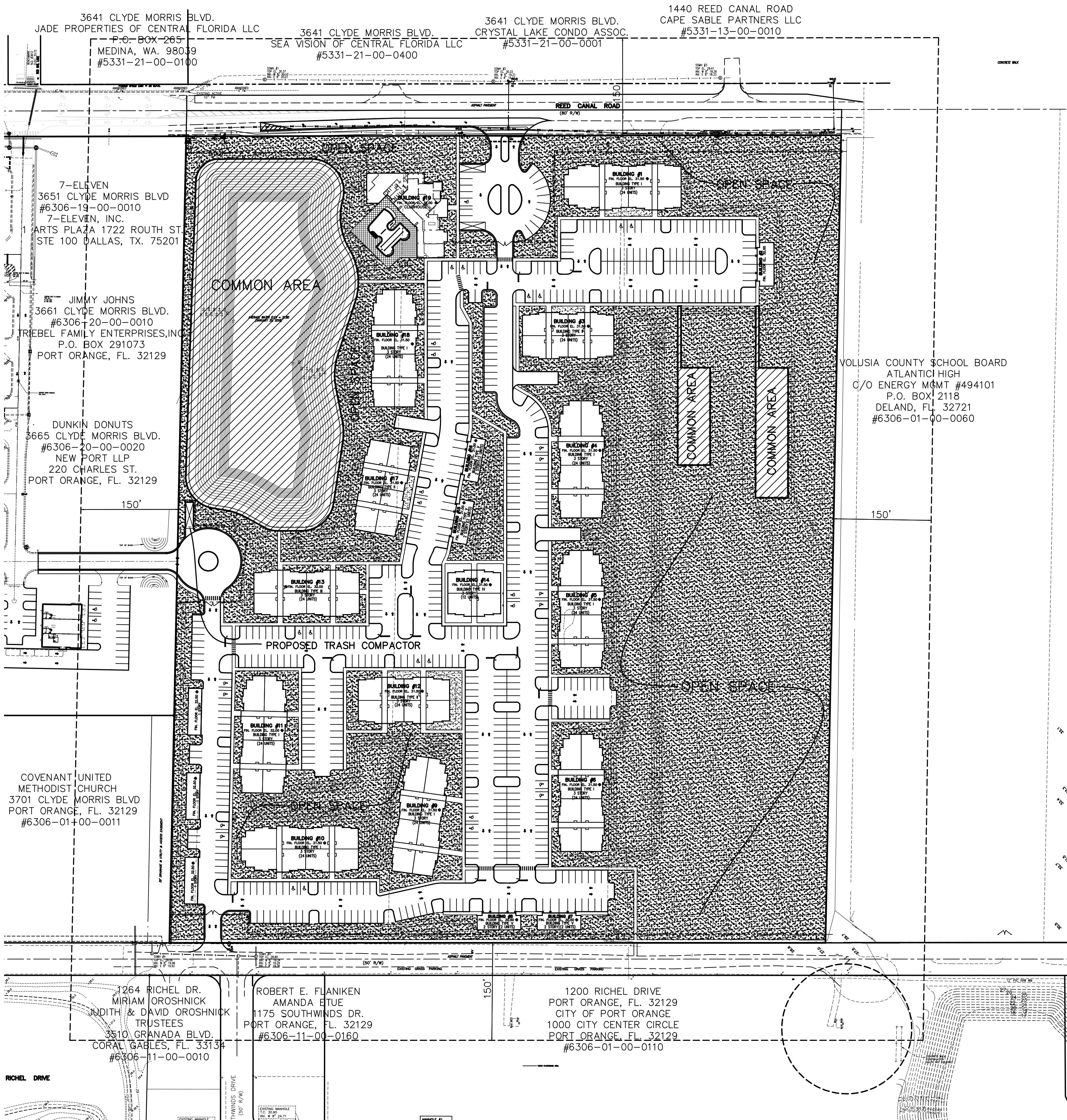
FLOOD MAP



ZONING MAP

NO.	DATE	DESCRIPTION	BY
REVISIONS			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO.	1734CS.DWG	DESIGNER:	P.MYNCHENBERG
DATE:	4/6/17	CADD TECH:	BVB
SCALE:	NONE	SHEET	1 OF 33
			SEAL

EXHIBIT B - COVERSHEET



OPEN SPACE CALCULATION:

TOTAL AREA = 29.7 ACRES
IMPERVIOUS AREA = 10.38 ACRES
OPEN SPACE = 19.32 ACRES
OPEN SPACE REQUIRED = 60%
= 17.82 ACRES
OPEN SPACE PROVIDED = 65%
= 19.32 ACRES

COMMON AREA/OPEN SPACE:

COMMON AREA/OPEN SPACE REQUIRED = 20% OF
THE TOTAL OPEN SPACE REQUIRED
COMMON AREA/OPEN SPACE REQUIRED = 17.82 X 20% = 3.564 ACRES
COMMON AREA/OPEN SPACE PROVIDED = 3.587 ACRES

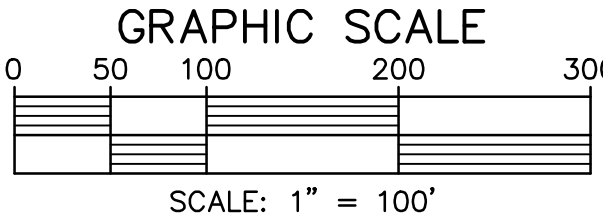
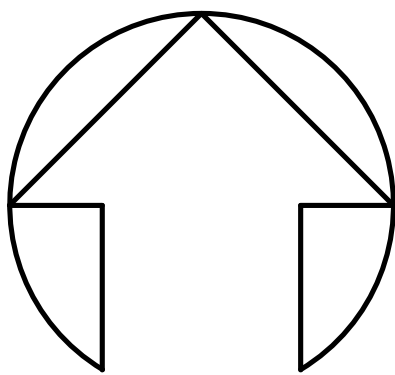
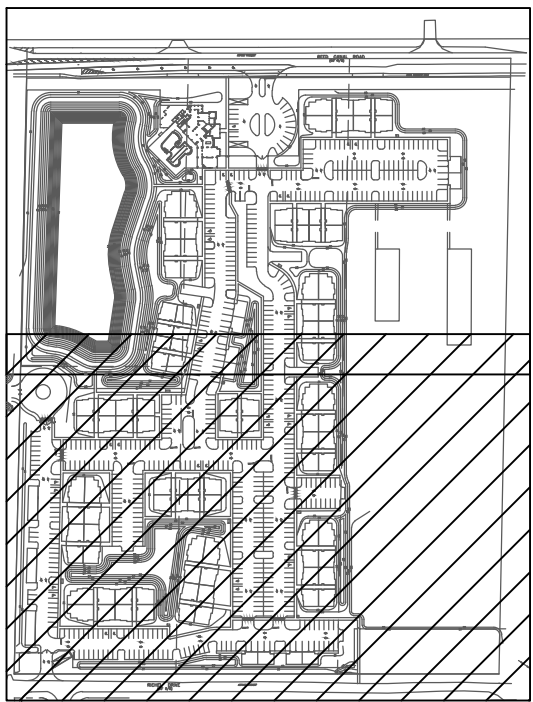
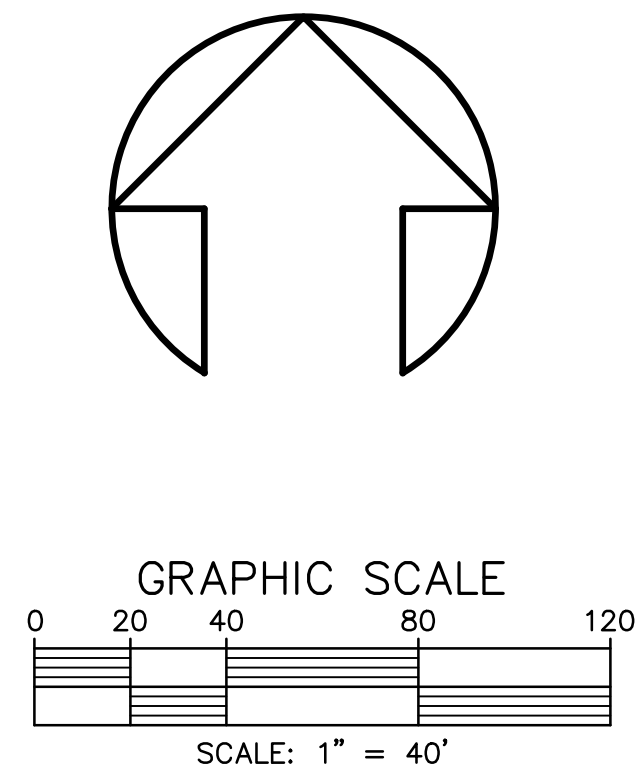
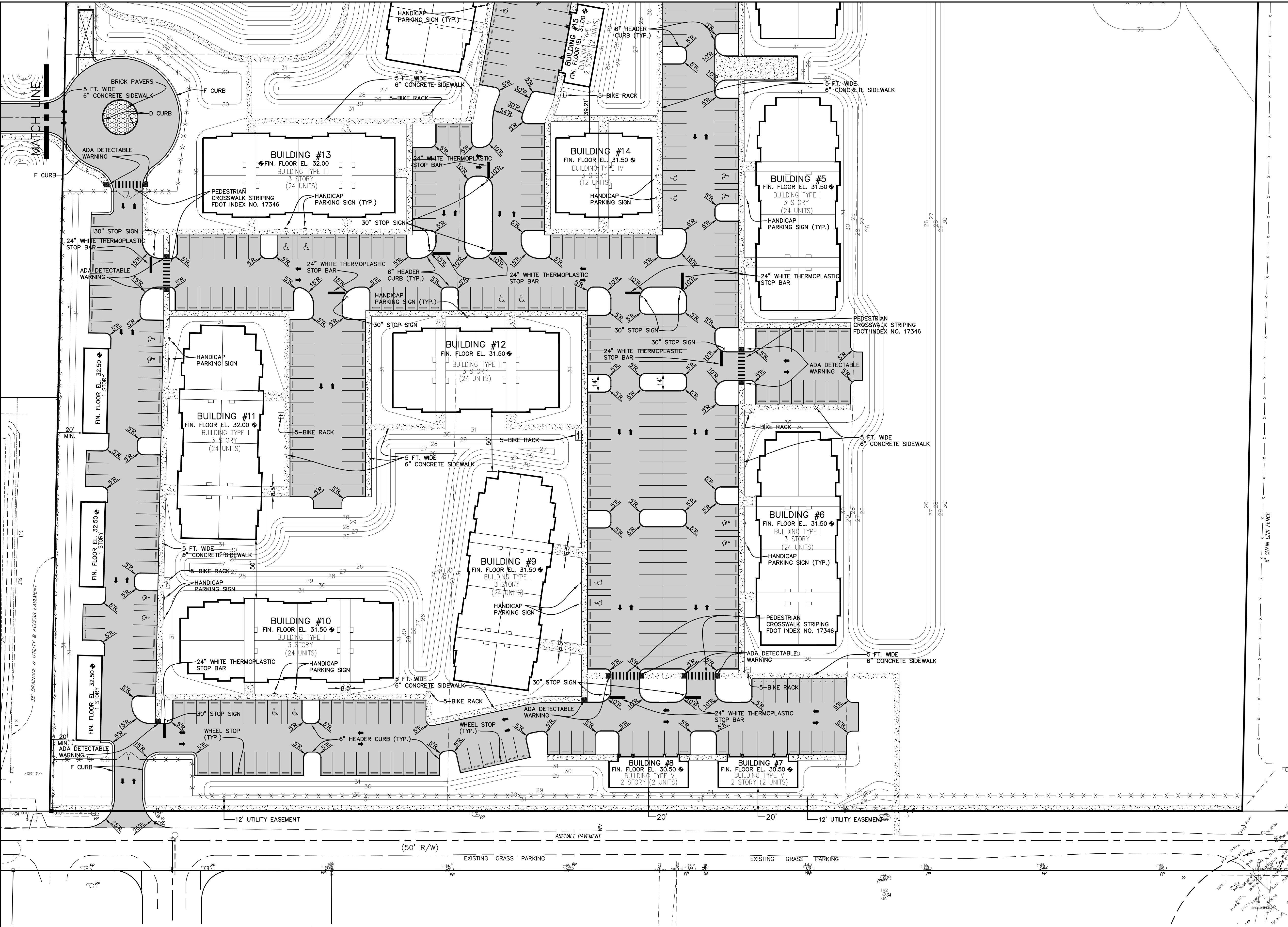


EXHIBIT B – OVERALL PLAN

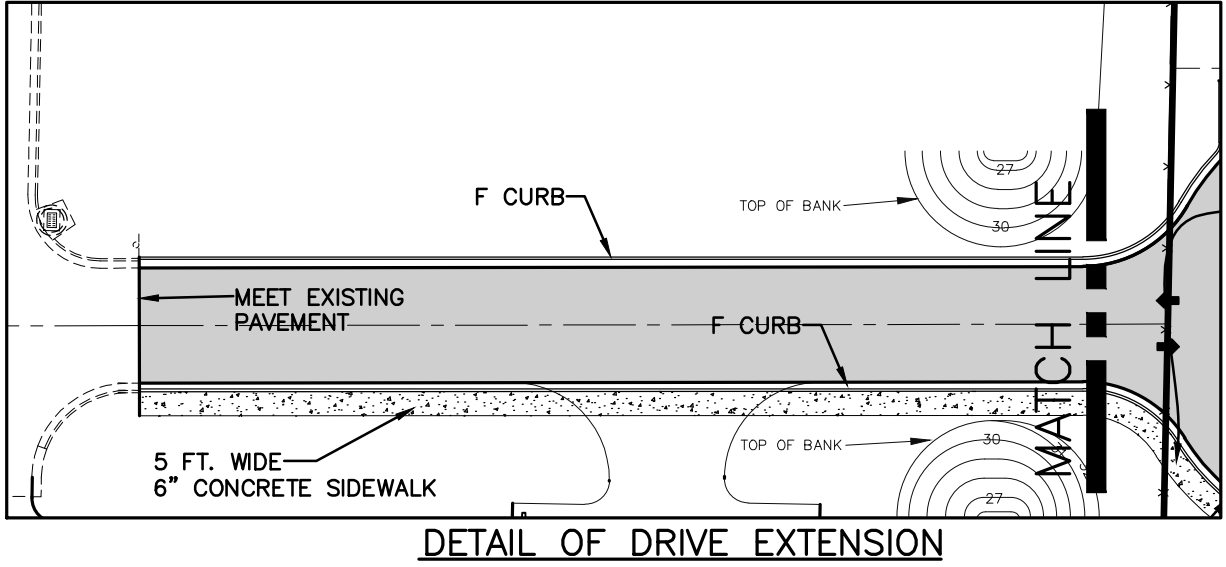
NO.		DATE	DESCRIPTION		BY
R E V I S I O N S					
PARKER MYNCHENBERG & ASSOCIATES, INC.					
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910					
CONCEPTUAL DEVELOPMENT PLAN					
NEW PORT APARTMENTS					
PORT ORANGE * FLORIDA			SEAL		
FILE NO. 1734SP.DWG		DESIGNER: P.MYNCHENBERG			
DATE: 4/6/17		CADD TECH: BVB			
SCALE: 1" = 100'		SHEET 5 OF 33			



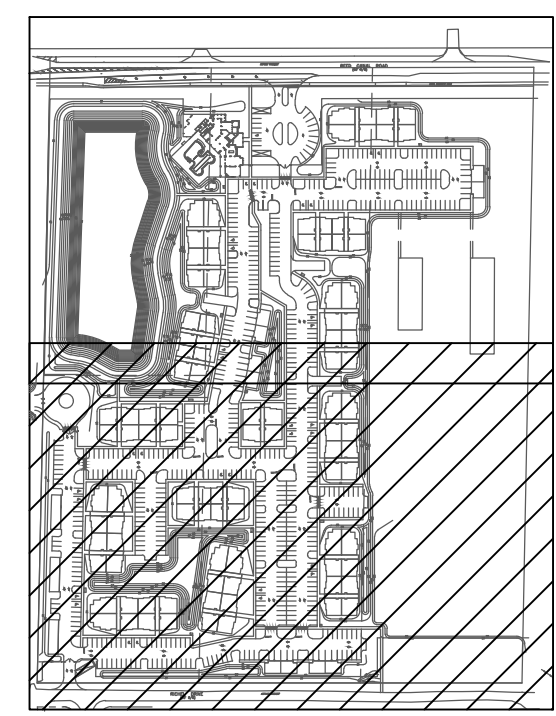
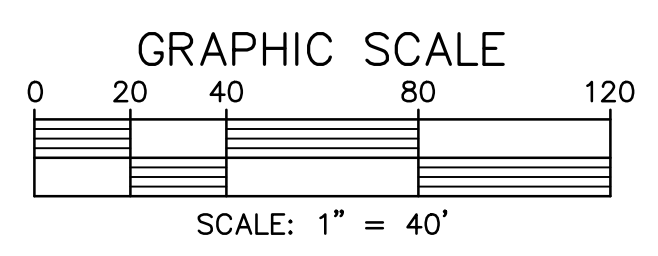
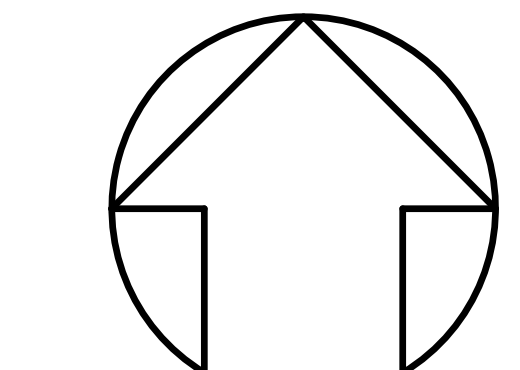
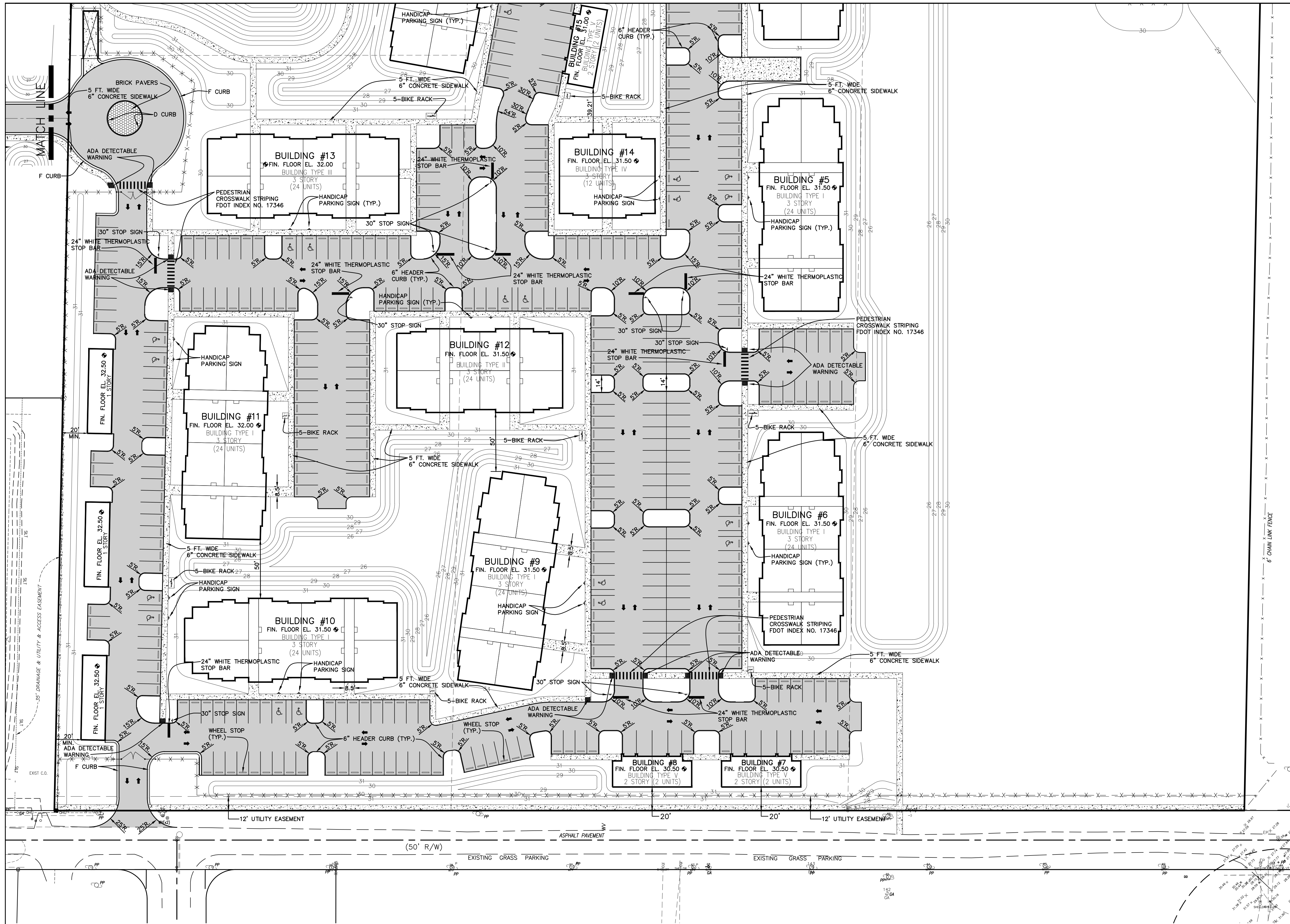
LEGEND	
	MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
	MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
	MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
	MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
	1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
	1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
	6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B – SITE PLAN



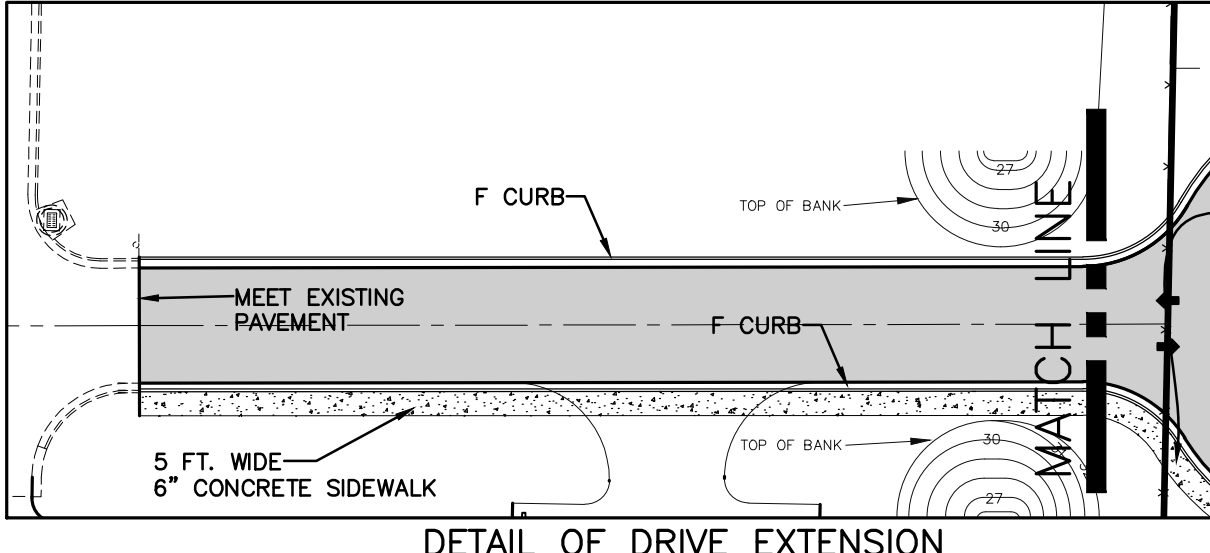
NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL



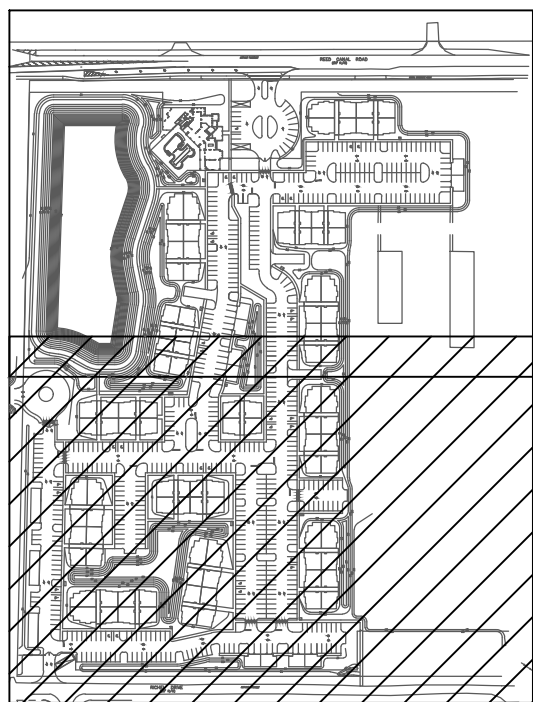
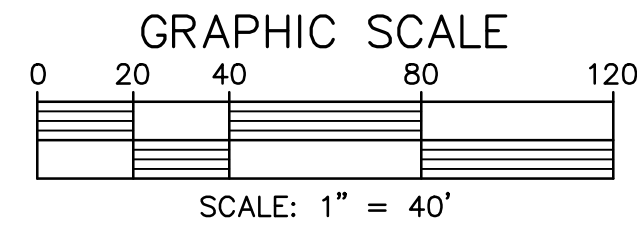
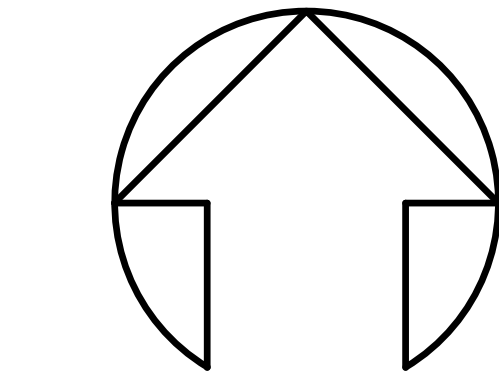
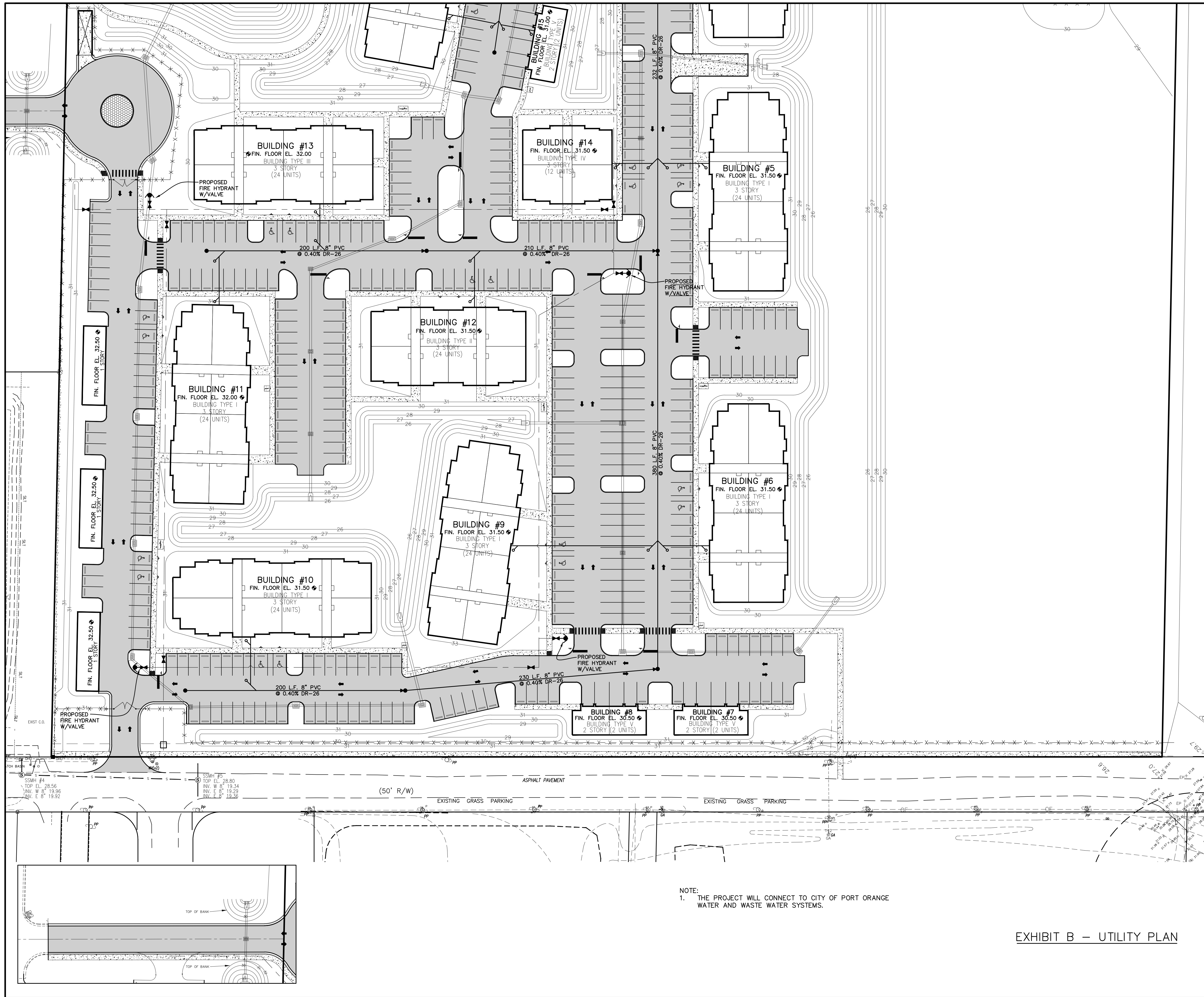
LEGEND	
	MINIMUM 1" OF SP-9.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS
	MINIMUM 2" OF SP-12.5 TL-C ASPHALT @ MAX. 30% RECYCLED MATERIALS
	MIN. 10" CRUSHED CONCRETE FINES COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 & CONSTRUCTED IN 2 LIFTS
	MIN. 12" STABILIZED SUBGRADE TO A 75 FBV/LBR 40 & COMPACTED TO A 98% MAX. DRY DENSITY PER AASHTO T-180 IN ONE LIFT
	1" OF SP-9.5 ASPHALT OVERLAY @ MAX. 20% RECYCLED MATERIALS
	1-1/2" SP-9.5 ASPHALTIC CONCRETE 6" LIMEROCK BASE (LBR 100) OR CRUSHED CONCRETE (LBR 140) 8" STABILIZED SUBBASE (LBR 40) OR FBV 75 P.S.I.
	6" CONCRETE 3,500 P.S.I. ON COMPACTED BASE COMPACTED TO 98% PER AASHTO T-180

NOTE:
1. THE DRIVEWAY APRON TO RICHEL DRIVE SHALL BE 6" THICK CONCRETE, 3,000 P.S.I. @ 28 DAYS MINIMUM, GRAY CONCRETE.

EXHIBIT B - SITE PLAN



NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
CONCEPTUAL DEVELOPMENT PLAN			
NEW PORT APARTMENTS			
PORT ORANGE * FLORIDA			
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 4/6/17		CADD TECH: BVB	
SCALE: 1" = 40'		SHEET 9 OF 33	
			SEAL



NOTE:
1. THE PROJECT WILL CONNECT TO CITY OF PORT ORANGE
WATER AND WASTE WATER SYSTEMS.

EXHIBIT B – UTILITY PLAN

NO.	DATE	DESCRIPTION		BY
R E V I S I O N S				
PARKER MYNCHENBERG & ASSOCIATES, INC.				
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS				
1729 RIDGEWOOD AVENUE		HOLLY HILL, FLORIDA		32117
(386) 677-6891		FAX (386) 677-2114		E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910				
CONCEPTUAL DEVELOPMENT PLAN				
NEW PORT APARTMENTS				
PORT ORANGE		* FLORIDA		
FILE NO. 1734SP4_BVB.DWG		DESIGNER: P.MYNCHENBERG		
DATE: 4/6/17		CADD TECH: BYB		
SCALE: 1" = 40'		SHEET 13 OF 33		SEAL

EXHIBIT "C"
ARCHITECTURAL ELEVATIONS



ARCHITECTURAL ELEVATIONS NEW PORT APARTMENTS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

EXHIBIT "C"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F21) Second Reading - Ordinance No. 2018-33 – 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement, Case No. 18-40000002

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-33, approving the 3rd Amendment to the Journey's End Planned Commercial Development Master Development Agreement.

SUMMARY: Planning Commission Action (11/15/18): Recommended Approval

The applicant, on behalf of the Journey's End Subdivision Property Owner's Association, is requesting to modify the Journey's End Planned Commercial Development Master Development Agreement, to replace the current 15-foot tall multi-tenant subdivision sign with 48 square-feet of sign area and three tenant panels, at the southwest corner of Journey's End Way and Taylor Road, with a 15-foot tall multi-tenant subdivision sign with 60 square-feet of sign area and five tenant panels. If approved, the proposed sign will be installed in the same location as the current sign. The appearance of the new sign will be similar as the existing sign.

When the original property owner prepared the Journey's End MDA and CDP in 2001, it created the framework for a 3-lot commercial subdivision, including specific requirements for a multi-tenant subdivision sign. In 2008, the MDA was revised to allow for two additional lots to be added to the Journey's End subdivision. The 2008 MDA amendment did provide a provision for additional tenant identification to the subdivision sign for the two new lots. According to the applicant, the additional 12 square feet and two additional tenant panels are for the two lots added to the Journey's End subdivision in 2008, that did not exist at the time the original Journey's End MDA was adopted.

The proposed sign would meet the 15-foot height requirement in the MDA and the design requirements in the LDC regarding materials, landscaping, the address number range on the sign, and setbacks and visual clearance angles. The only change from the current sign would be increased sign area (12 square-feet) and tenant panels (two panels).

See Staff Report for more information.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No.2018-33 with Exhibit	eXHIBIT 1 Third Amendment with SB revisions - accepted.pdf
2.	Staff Report	Staff Report.pdf

Robin FenwickCreated/Initiated - 11/27/2018

ORDINANCE NO. 2018-33

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE THIRD
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR THE JOURNEY'S END (f/k/a THE
PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN
(CDP); PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Third Amendment to the Master Development Agreement for the Journey's End (f/k/a The Peacock Way) Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Third Amendment"); and

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

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Third Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Third 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 Third Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Third 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 _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

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

EXHIBIT "1"

This Instrument Prepared by:
Record and Return to:
Chad A. Shimel, Esq.
CRAMER, PRICE de ARMAS, P.A.
1411 Edgewater Drive, Suite 200
Orlando, Florida 32804

File reference 17289

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE
JOURNEY'S END (f/k/a/ THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD)**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Port Orange Stow-a-Way, LLC, a Florida limited liability company whose address is 250 Tequesta Dr. Suite 202, Tequesta, FL 33469 and T&T Management, Inc., a Florida corporation whose address is 3075 SE St. Lucie Blvd., Stuart, FL 34997, and Toadstool Holdings, LLC, a Florida limited liability company whose address is 1452 N. US 1 Suite 103, Ormond Beach, FL 32174 and Port Orange SS Associates, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter the "Property Owners"); and Journey's End Subdivision Property Owners Association, Inc., a Florida corporation (hereinafter "POA").

WITNESSETH:

WHEREAS, the City and the original developer, P.D.M. Group, Inc. executed that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 2, 2000, and recorded November 17, 2000, in Official Records Book 4614, Page 746, et seq., (the "MDA") in the Public Records of Volusia County, Florida; and

WHEREAS, the City, Jai-Ambe, Inc. and Port Orange Stow-A—Way, LLC previously entered into a first amendment to the MDA entitled, "First Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "First Amendment") recorded in Official Records Book 6262, Page 503, Public Records, Volusia County, Florida; and

WHEREAS, the City, CenterState Bank of Florida, and T & T Management, Inc., previously entered into a second amendment to the MDA entitled, "Second Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Second Amendment") recorded in Official Records Book 7053, Page 4005, Public Records, Volusia County, Florida; and

WHEREAS, the City, Property Owners, and POA desire to further amend the MDA, First Amendment and Second Amendment by creating and agreeing to the "Third Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Third Amendment"); and

WHEREAS, Section 15 of the MDA permits the amendment of the Master Development Agreement provided such amendment is in writing, signed by the parties, and in accordance with specified conditions precedent with respect to two public meetings conducted by the City; and

WHEREAS, the City, Property Owners and POA wish to further amend the MDA, as previously amended by the First Amendment and Second Amendment, and in accordance with Section 15 of the MDA, to amend Section 12, subsection A. of said MDA.

NOW, THEREFORE, the City, Property Owners, and POA hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Master Development Agreement.

2. **Conflicts.** In the event there is a conflict between this Amendment and the Master Development Agreement, as previously amended, this Amendment shall control. Whenever possible, this Amendment and the Master Development Agreement, as previously amended, shall be construed as a single document.

3. **Amendment to Master Development Agreement.** Section 12, Subsection A. of the MDA is hereby deleted in its entirety and replaced with the following Section 12, Subsection A.:

A. Commercial subdivision identification sign- located at northeast corner of Lot, 60 square feet in area, including 5 tenant panels of 12 square feet each. Maximum height 15'. Landscaping requirements around base of sign shall be in accordance with Chapter 15 of the LDC.

4. **Joinder of Parties.** All Property Owners and the POA subject to the Master Development Agreement hereby consent to this Amendment as evidenced by their executed joinders below.

5. **Effective Date.** This Third Amendment shall be recorded in the Public Records, Volusia County, Florida and shall become effective upon recording.

6. **Continued Effect.** The MDA, as amended by the First Amendment and Second Amendment shall remain in full force and effect except with respect to those matters specifically amended in this Third Amendment.

[Signature on following pages.]

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

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by 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.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

DEVELOPER:

T&T Management Inc., a Florida corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: President and Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as President and Director of T&T Management Inc., a Florida corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Journey's End Subdivision Property Owner's
Association, Inc., a Florida not-for-profit corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as Director of Journey's End Subdivision Property Owners' Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Port Orange Stow A Way, LLC, a Florida limited liability company

Witness Name:_____

By: _____
Printed Name: Todd C. Marshall
As its: Manager

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Todd C. Marshall, as Manager of Port Orange Stow-A-Way, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

JOINED IN BY:

PORT ORANGE SS ASSOCIATES, LLC, a
Florida limited liability company

By: FLAGSHIP BV SELF STORAGE JV, LLC,
a Delaware limited liability company, its Sole
Member

By: FLAGSHIP STORAGE ASSOCIATES,
LLC, a Florida limited liability company, its
Operating Member

By: _____

Witness Name: _____

Theodore A. Bolin,
Sole Member and Manager

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Theodore A. Bolin, as the Sole Member and Manager of FLAGSHIP STORAGE ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company as the Operating Member of FLAGSHIP BV SELF STORAGE JV, LLC, a Delaware limited liability company, on behalf of the company as the Sole Member of PORT ORANGE SS ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

TOADSTOOL HOLDINGS, LLC, a Florida limited liability company

Witness Name:_____

By:_____
Printed Name: _____
As its: _____

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Toadstool Holdings, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____



STAFF REPORT

PCD Amendment / Journey's End PCD 3rd Amendment
CASE NO. 18-40000002

REQUEST:	Amend the Master Development Agreement (MDA) for the Journey's End Planned Commercial Development (PCD) to allow for two additional tenant panels on the multi-tenant subdivision sign.
OWNERS:	Port Orange Associates, LLC; Port Orange Stow A Way, LLC; T & T Management, Inc.; and Toadstool Holdings, LLC
APPLICANT:	Phillip Hollis, P.E., PMJS Development Solutions, LLC
LOCATION:	5790 Journey's End Way (Figure 1)
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King / (386) 506-5676
CITY COUNCIL DATE:	December 4, 2018

DISCUSSION

The proposed Third Amendment to the Master Development Agreement (MDA) for the Journey's End Planned Commercial Development (PCD) is to allow a multi-tenant subdivision sign with 60 square-feet of sign area and a maximum of five tenant panels at the southwest corner of Journey's End Way and Taylor Road (Figure 1).

Figure 1. Location Map



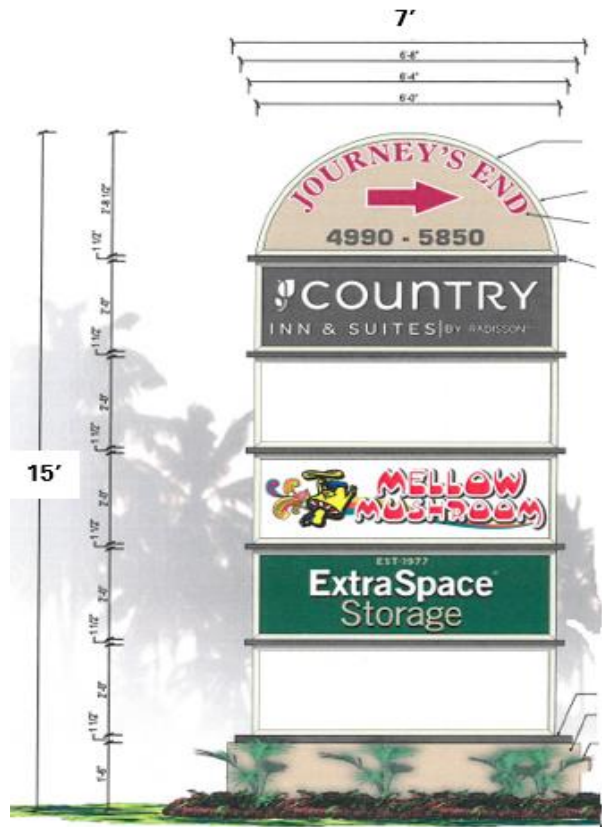
Location of Journey's End PCD with the location of existing commercial subdivision sign.

The applicant, on behalf of the Journey's End Subdivision Property Owner's Association, is proposing to replace the current 15-foot tall multi-tenant subdivision sign with 48 square-feet of sign area and three tenant panels, at the southwest corner of Journey's End Way and Taylor Road, with a 15-foot tall multi-tenant subdivision sign with 60 square-feet of sign area and five tenant panels (Figure 2). If approved, the proposed sign will be installed at the southwest corner of Journey's End Way and Taylor Road and in the same location as the current sign. The appearance of the new sign will be similar as the existing sign.

Figure 2. Existing & Proposed Sign



Journey's End existing sign



Journey's End proposed sign

The Land Development Code (LDC) allows for a commercial subdivision entry sign to identify the name of the subdivision (i.e. Journey's End Subdivision). The sign is allowed to have a maximum sign area of 48 square-feet and a maximum height of eight-foot. However, when a MDA is active for a subdivision, the requirements in that MDA are the governing regulations for the subdivision and they can be less restrictive than the LDC. When the Journey's End MDA was approved in 2001, specific requirements for a subdivision sign at the southwest corner of Journey's End Way and Taylor Road were established that deviated from the LDC and allowed for tenants to be identified on the subdivision sign.

When the original property owner prepared the Journey's End MDA and CDP in 2001, it created the framework for a 3-lot commercial subdivision, including specific requirements for a multi-tenant subdivision sign. The MDA allows a multi-tenant subdivision sign with 48 square feet of sign area for 3 tenant panels to advertise for the tenants located in the subdivision. In 2008, the approval of the 1st Amendment to the Journey's End PCD added property to the PCD and created the framework for two additional commercial lots that brought the total number of lots in the subdivision to five. There is now a developer for one of the two additional lots that is proposing to modify the requirements in the MDA to allow the multi-tenant subdivision sign to have space on the sign for each lot in the Journey's End Subdivision.

According to the applicant, the additional 12 square feet and two additional tenant panels are for the two lots recently added to the Journey's End subdivision, that did not exist at the time the original Journey's End MDA was adopted. The applicant states that no provision for additional tenant identification was made to the subdivision sign when the MDA was amended in 2008 to allow for the two new lots.

Table. 1 Sign Regulations

	Maximum Sign Area	Maximum # of Panels	Maximum Height
LDC Commercial Subdivision Sign Regulations	48 SF	0	8 FT*
Current Journey's End MDA Commercial Subdivision Sign Regulations	48 SF	3	15 FT
Proposed Journey's End MDA Commercial Subdivision Sign Regulations	60 SF	5	15 FT

*Two additional feet in height shall be allowed above the sign face for architectural embellishments consistent with the building or complex, up to a total maximum sign structure height of 10 feet.

The proposed sign would meet the 15-foot height requirement in the MDA and the design requirements in the LDC regarding materials, landscaping, the address number range on the sign, and setbacks and visual clearance angles. The only change from the current sign would be increased sign area (12 square-feet) and tenant panels (two panels).

There are no specific criteria in the LDC to be used as a basis for staff recommendations for the requested changes to the Master Development Agreement (MDA) for a Planned Commercial Development (PCD). Staff recommendations on zoning matters are generally based on considerations of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, Capital Improvements Plan, etc.). The proposed amendment will require Planning Commission and City Council direction on whether the specific request is acceptable.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The proposed amendment does not change the zoning, which has already been found to be consistent with the FLU designation for the PCD property.

RECOMMENDATION

Staff recommends approval of the 3rd Amendment to the Master Development Agreement for the Journey's End Planned Commercial Development, as it will not increase the overall height or width of the sign.

ATTACHMENTS

1. Exhibit A – 3rd Amendment to the Journey's End MDA

EXHIBIT A

This Instrument Prepared by:
Record and Return to:
Chad A. Shimel, Esq.
CRAMER, PRICE de ARMAS, P.A.
1411 Edgewater Drive, Suite 200
Orlando, Florida 32804

File reference 17289

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE
JOURNEY'S END (f/k/a/ THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT
(PCD)**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Port Orange Stow-a-Way, LLC, a Florida limited liability company whose address is 250 Tequesta Dr. Suite 202, Tequesta, FL 33469 and T&T Management, Inc., a Florida corporation whose address is 3075 SE St. Lucie Blvd., Stuart, FL 34997, and Toadstool Holdings, LLC, a Florida limited liability company whose address is 1452 N. US 1 Suite 103, Ormond Beach, FL 32174 and Port Orange SS Associates, LLC, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter the "Property Owners"); and Journey's End Subdivision Property Owners Association, Inc., a Florida corporation (hereinafter "POA").

WITNESSETH:

WHEREAS, the City and the original developer, P.D.M. Group, Inc. executed that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 2, 2000, and recorded November 17, 2000, in Official Records Book 4614, Page 746, et seq., (the "MDA") in the Public Records of Volusia County, Florida; and

WHEREAS, the City, Jai-Ambe, Inc. and Port Orange Stow-A—Way, LLC previously entered into a first amendment to the MDA entitled, "First Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "First Amendment") recorded in Official Records Book 6262, Page 503, Public Records, Volusia County, Florida; and

WHEREAS, the City, CenterState Bank of Florida, and T & T Management, Inc., previously entered into a second amendment to the MDA entitled, "Second Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Second Amendment") recorded in Official Records Book 7053, Page 4005, Public Records, Volusia County, Florida; and

WHEREAS, the City, Property Owners, and POA desire to further amend the MDA, First Amendment and Second Amendment by creating and agreeing to the "Third Amendment to the Master Development Agreement for the Journey's End (f/k/a/ Peacock Way) Planned Commercial Development (PCD)" (hereinafter "Third Amendment"); and

WHEREAS, Section 15 of the MDA permits the amendment of the Master Development Agreement provided such amendment is in writing, signed by the parties, and in accordance with specified conditions precedent with respect to two public meetings conducted by the City; and

WHEREAS, the City, Property Owners and POA wish to further amend the MDA, as previously amended by the First Amendment and Second Amendment, and in accordance with Section 15 of the MDA, to amend Section 12, subsection A. of said MDA.

NOW, THEREFORE, the City, Property Owners, and POA hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Master Development Agreement.

2. **Conflicts.** In the event there is a conflict between this Amendment and the Master Development Agreement, as previously amended, this Amendment shall control. Whenever possible, this Amendment and the Master Development Agreement, as previously amended, shall be construed as a single document.

3. **Amendment to Master Development Agreement.** Section 12, Subsection A. of the MDA is hereby deleted in its entirety and replaced with the following Section 12, Subsection A.:

A. Commercial subdivision identification sign- located at northeast corner of Lot, 60 square feet in area, including 5 tenant panels of 12 square feet each. Maximum height 15'. Landscaping requirements around base of sign shall be in accordance with Chapter 15 of the LDC.

4. **Joinder of Parties.** All Property Owners and the POA subject to the Master Development Agreement hereby consent to this Amendment as evidenced by their executed joinders below.

5. **Effective Date.** This Third Amendment shall be recorded in the Public Records, Volusia County, Florida and shall become effective upon recording.

6. **Continued Effect.** The MDA, as amended by the First Amendment and Second Amendment shall remain in full force and effect except with respect to those matters specifically amended in this Third Amendment.

[Signature on following pages.]

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

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by 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.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

DEVELOPER:

T&T Management Inc., a Florida corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: President and Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as President and Director of T&T Management Inc., a Florida corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Journey's End Subdivision Property Owner's
Association, Inc., a Florida not-for-profit corporation

Witness Name: _____

By: _____
Printed Name: Karl Thomas
As its: Director

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Karl Thomas, as Director of Journey's End Subdivision Property Owners' Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

Port Orange Stow A Way, LLC, a Florida limited liability company

Witness Name:_____

By: _____
Printed Name: Todd C. Marshall
As its: Manager

Witness Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Todd C. Marshall, as Manager of Port Orange Stow-A-Way, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

JOINED IN BY:

PORT ORANGE SS ASSOCIATES, LLC, a
Florida limited liability company

By: FLAGSHIP BV SELF STORAGE JV, LLC,
a Delaware limited liability company, its Sole
Member

By: FLAGSHIP STORAGE ASSOCIATES,
LLC, a Florida limited liability company, its
Operating Member

By: _____

Witness Name: _____

Theodore A. Bolin,
Sole Member and Manager

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Theodore A. Bolin, as the Sole Member and Manager of FLAGSHIP STORAGE ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company as the Operating Member of FLAGSHIP BV SELF STORAGE JV, LLC, a Delaware limited liability company, on behalf of the company as the Sole Member of PORT ORANGE SS ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____

TOADSTOOL HOLDINGS, LLC, a Florida limited liability company

Witness Name: _____

By: _____
Printed Name: _____
As its: _____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Toadstool Holdings, LLC, a Florida limited liability company. He/she is personally known to me or has produced identification and did take an oath.

NOTARY PUBLIC:

Notary Public, State of Florida
Name of Notary Public typed, printed, or
stamped here:

(NOTARIAL SEAL)
My commission expires: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F22) Second Reading – Ordinance No. 2018-34 - Amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-34, amending Chapter 2 of the Code of Ordinances pertaining to Code Enforcement Lien Reduction Program.

SUMMARY: The proposed amendment is to remove references to the “Community Development Director” and replace with “Code Enforcement Manager” in Section 2-226 of the Code of Ordinances pertaining to the Code Enforcement Lien Reduction Program. In early 2018, the Code Enforcement Division was moved from the Community Development Department to the Police Department. The proposed amendment will allow for the Code Enforcement Manager within the Police Department to have authority to approve or deny applications related to the Code Enforcement lien reduction program. As part of this amendment, there are no changes to the process or requirements associated with the Code Enforcement lien reduction program.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	12-4 Ord. No. 2018-34 Revising 2-226	Ordinance 2018-34.pdf
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Robin Fenwick

Created/Initiated - 11/30/2018

ORDINANCE NO. 2018-34

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2-
226 OF THE CODE OF ORDINANCES RELATED TO
CODE ENFORCMENT LIEN REDUCTION PROGRAM;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Code Enforcement has transitioned from Community Development to the Police Department; and

WHEREAS, City Council recognizes it is appropriate to remove the Community Development Director as the approving agent under Section 2-226; and

WHEREAS, authorizing the Code Enforcement Manager to issue approvals as required under Section 2-226 leads to better efficiency and allows appeals to the City Manager; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike through~~) type shall constitute deletions to the original text.

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

SECTION 1. Chapter 2, Article V, Division 3, Section 2-226 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 2-226. - Lien reduction program.

- (a) *Purpose.* This section shall be known as the Lien Reduction Program. This program is offered to provide eligible property owners with an opportunity to seek a reduction to code enforcement liens recorded against the owner's property in accordance with the procedure described herein.
- (b) *Applications.* Applications shall be made in writing on a form approved by the Code Enforcement Manager ~~community—development—director~~. Completed applications shall be submitted to the ~~community development director~~ Code Enforcement Manager, or his or her designee, together with a non-refundable application fee of \$100.00 by mail or hand-delivery to city hall.
- (c) *Eligibility.* In order to be eligible for a lien reduction, the applicant shall meet the following criteria:
- (1) The applicant owns the property that is the subject of the lien:
 - (2) All property located within the city and owned by the applicant is in compliance with the code and has no uncorrected violations: and
 - (3) The applicant does not have any outstanding debts owed to the city or taxes due to the county, except for the lien sought to be reduced.
- (d) *Exclusions and limitations.*
- (1) If the applicant owned the property which is the subject of the lien at the time the code enforcement lien sought to be reduced was imposed and meets the eligibility criteria, he or she may only participate in this program once. Any subsequent code enforcement liens imposed on the same property while owned by the same owner shall not be eligible for lien reduction under this program.
 - (2) Any lien reduction pursuant to this program shall be void in the event that an applicant who applies for and receives a lien reduction subsequently rents, leases, sells or otherwise transfers or conveys the property to the individual or entity that owned the property at the time the code enforcement lien was imposed if said transfer or conveyance takes place within a five year period from the date of lien reduction approval. Any voided lien reduction pursuant to this subsection shall result in a new lien being recorded by the city for the full lien amount prior to the reduction.
- (e) *Application approval.* The Code Enforcement Manager ~~community development director~~ shall have the authority to approve or deny applications consistent with this section.
- (f) *Lien reduction and payment.* An applicant who is determined eligible to receive a code enforcement lien reduction shall have 60 days to pay either 20 percent of the outstanding code enforcement lien amount or the city's actual abatement, administrative, and prosecutorial costs incurred during enforcement, whichever is greater. The city shall record a satisfaction of lien upon payment of the reduced lien amount within 60 days of the lien reduction

approval. If the reduced lien amount is not paid within 60 days from the date of approval, the lien amount will revert to the original lien amount and the application fee shall be forfeited.

- (g) *Judicially imposed sale.* Any proceeds received by the city through a foreclosure sale, tax deed sale, or other judicially imposed sale, shall be applied to the outstanding lien amount prior to any lien reduction application being processed. The remaining lien amount may then be reduced pursuant to the procedures set forth herein.
- (h) *Appeal.* Any individual or entity aggrieved by the decision of the Code Enforcement Manager ~~community development director~~ regarding an application for lien reduction may appeal the decision to the city manager in writing within ten days of the Code Enforcement Manager decision. A request to appeal shall contain at a minimum the name of the applicant, a copy of the original application, a copy of the City Enforcement Manager's ~~community development director's~~ decision, and the grounds for appeal. The decision of the city manager on appeal shall be final.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F23) First Reading - Ordinance No. 2018-35 - Annexation/All Aboard Storage - Taylor Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-35, to annex approximately ±3.8-acres, along with the adjacent Taylor Road right-of-way, into the City of Port Orange.

SUMMARY: The proposed annexation request is to annex ±3.8-acres along with a portion of the adjacent Taylor Road right-of-way into the city. The subject property is located on the south side of Taylor Road, across from Crane Lake Mobile Home Community and includes two parcels (parcels 6224-00-00-0051 and 6224-00-00-0080). If approved, the applicant intends to submit development application to change the Future Land Use and Zoning of the property to City designations with the intent of developing this parcel together with property to the north as self-storage facility.

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	ORD NO 2018-35 WITH EXHIBITS	ORD 2018-35 Annexation Taylor Road.pdf
2.	Staff Report	Annexation Staff Report_All Aboard Storage Taylor Rd.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 11/29/2018
Approved - 11/29/2018
Approved - 12/05/2018
Approved - 12/05/2018
Final Approval - 12/05/2018

ORDINANCE NO. 2018-35

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING THE
FOLLOWING PARCELS: 6224-00-00-0051 AND 6224-00-00-
0080, MADE UP OF APPROXIMATELY ±3.8 ACRES OF
PROPERTY ALONG WITH THE ADJACENT TAYLOR ROAD
RIGHT-OF-WAY; REPEALING CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

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

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and

redefined, including the annexed land described land described in **Exhibit “B”**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2017), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Section 7. This ordinance shall become effective as provided by general law.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

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

Exhibit A

Legal Description

PARCEL 6224-00-00-0051 (OFFICIAL RECORDS BOOK 7591, PAGE 4721):

A PART OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A REFERENCE POINT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, RUN N01°05'10"W, ALONG THE EAST LINE OF SAID SECTION 24, FOR A DISTANCE OF 1630.80 FEET TO THE NORTHEAST CORNER OF THE SOUTHERLY 325 FEET OF THE NORTHEAST ONE QUARTER (NE1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION SAID SECTION 24 AND THE POINT OF BEGINNING.
FROM THE POINT OF BEGINNING AND DEPARTING SAID EAST SECTION LINE, RUN N89°27'24"W, ALONG THE AFOREMENTIONED NORTH LINE, A DISTANCE OF 745.48 FEET TO THE EAST LINE OF THE PRESCRIPTIVE RIGHT OF WAY FOR TAYLOR ROAD, AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGE 46 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; THENCE, ALONG SAID LINE N32°45'15"E A DISTANCE OF 7.44 FEET; THENCE, CONTINUING ALONG SAID LINE, N38°27'31"E A DISTANCE OF 5.29 FEET; THENCE, DEPARTING SAID LINE, N87°14'45"E A DISTANCE OF 737.95 FEET; THENCE S01°07'11"E A DISTANCE OF 52.93 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 23,425 SQUARE FEET, OR 0.538 ACRES OF LAND, MORE OR LESS.

PARCEL 6224-00-00-0080 (OFFICIAL RECORDS BOOK 7511, PAGE 3259):

THE NORTHERLY 175 FEET OF THE SOUTHERLY 325 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AS LIES EASTERLY OF THE CENTERLINE OF A COUNTY ROAD KNOWN AS SAMSULA ROAD, VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A REFERENCE POINT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, RUN N01°07'11"W, ALONG THE EAST LINE OF SAID SECTION 24, FOR A DISTANCE OF 1455.73 FEET TO THE SOUTHEAST CORNER OF THE NORTHERLY 175 FEET OF THE SOUTHERLY 325 FEET OF THE NORTHEAST ONE QUARTER (NE1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION SAID SECTION 24 AND THE POINT OF BEGINNING; THENCE N89°27'24"W, ALONG THE SOUTH LINE OF SAID NORTHERLY 175 FEET, 889.07 FEET TO THE EAST LINE OF THE PRESCRIPTIVE RIGHT OF WAY FOR TAYLOR ROAD, AS RECORDED IN VOLUSIA COUNTY RIGHT OF WAY MAP BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE ALONG SAID EASTERLY PRESCRIPTIVE RIGHT OF WAY LINE N38°27'31"E, 30.58 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N44°48'00"E, 100.50 FEET; THENCE ALONG SAID RIGHT OF WAY LINE N32°45'15"E, 93.17 FEET; THENCE ALONG SAID RIGHT OF WAY LINE N32°45'15"E, 7.44 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, N38°27'31"E, 5.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N87°14'45"E, 737.95 FEET; THENCE S01°07'11"E, 228.00 FEET TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 3.799 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH

A PORTION OF TAYLOR ROAD, A PRESCRIPTION RIGHT OF WAY, AS SHOWN ON VOLUSIA COUNTY RIGHT OF WAY MAP AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHERLY 175 FEET OF THE SOUTHERLY 325 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST WITH THE EASTERLY RIGHT OF WAY LINE OF SAID TAYLOR ROAD PRESCRIPTIVE RIGHT OF WAY; THENCE WESTERLY ALONG THE WESTERLY PROJECTION OF SAID SOUTH LINE TO THE WESTERLY RIGHT OF WAY LINE OF SAID TAYLOR ROAD PRESCRIPTIVE RIGHT OF WAY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF PARCEL 6224-01-00-0010 AND BEING THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3619, PAGE 1288, SAID PUBLIC RECORDS; THENCE SOUTHERLY ALONG THE SOUTHERLY PROJECTION OF SAID EASTERLY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID TAYLOR ROAD PRESCRIPTIVE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHERLY LINE OF THAT PARCEL DEEDED TO THE COUNTY OF VOLUSIA AS DESCRIBED IN OFFICIAL RECORDS BOOK 7231, PAGE 833, SAID PUBLIC RECORDS; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF SAID PARCEL; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY RIGHT OF WAY LINE OF TAYLOR ROAD PRESCRIPTIVE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (LAST REVISED NOVEMBER 27, 2018)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3, TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY

AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT;

N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW ¼ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE

WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE,

FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET;

THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECONDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS

WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 456 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11

MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE

SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE 1V-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $57^{\circ}46'0''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE $S32^{\circ}26'10''W$, 549.45 FEET TO THE POINT OF BEGINNING; THENCE $S44^{\circ}33'09''E$, 663.77 FEET; THENCE $S89^{\circ}19'25''E$, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE $S00^{\circ}11'27''W$, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF $64^{\circ}42'14''$ AND A CHORD BEARING OF $S32^{\circ}07'42''E$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE $S00^{\circ}05'07''W$, PARALLEL WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 12; THENCE $N89^{\circ}57'22''W$, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF $43^{\circ}08'11''$ AND A CHORD BEARING OF $N26^{\circ}04'54''W$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE $N47^{\circ}38'59''W$, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'09''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE $N42^{\circ}21'10''E$; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF $09^{\circ}55'00''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE $N32^{\circ}26'10''E$, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER

BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF

SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW $\frac{1}{4}$ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12, SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING

DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4, OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1", AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF

SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST $\frac{1}{2}$, NE $\frac{1}{4}$, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED

S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE SOUTH 87°00'44" EAST ALONG THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE

33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 1477, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7318, Page: 1477)

The Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida.

AND FURTHER EXCEPTIONING FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7136, PAGE 3051, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R.Book: 7136, Page: 3051)

The West ½ of the following described property:

That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:

From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West, a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; Thence continue North 89° 17' 25" East a distance of 656.26 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 1° 11' 55" West a distance of 673.54 feet to the Point of Beginning. Together with an easement for ingress and egress to the above described property, said easement being described as follows: a 25 foot road easement in Section 24, Township 16 South, Range 32 East and Section 19, Township 16 South, Range 33 East, in Volusia County, Florida, described as follows: All land lying within 25 feet North, measured at right angles, from the following described line; beginning at the intersection of the Southeasterly line of Samsula (Taylor) Road, a 100 foot road as now occupied and recognized; with centerline of the Northeast ¼ of the Southeast ¼ of said Section 24, Township 16 South, Range 32 East; run thence North 89° 17' 25" East along said center line for a distance of 288.5 feet to a point in the Eastline of said Section 24; thence continue North 89° 17' 25" East and along the center line of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, a distance of 681.13 feet to a point; said point being the Easterly termination of this description.

Together with an easement for ingress and egress and utilities over the West 12.5 feet of the East ½ of the following described property: That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows: From a reference point, being the Southwest corner of said Section 19, run North 01° 06' 10" West a distance of 2027.64 feet to a point; thence run North 89° 17' 25" East a distance of 656.13 feet to the Point of Beginning; thence continue North 89° 17' 25" East a distance of 656.28 feet to a point; thence run South 01° 23' 45" West a distance of 673.98 feet to a point; thence run South 89° 20' 05" West a distance of 658.86 feet to a point; thence run North 01° 11' 55" West a distance of 673.54 feet to the Point of Beginning.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North

line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT

BEING LOCATED $N49^{\circ}40'40''E$, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE $N89^{\circ}01'30''E$, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: $N00^{\circ}59'20''W$, 220.07 FEET TO A CONCRETE MONUMENT; $N62^{\circ}26'20''E$, 300 FEET TO A CONCRETE MONUMENT; $N54^{\circ}33'00''E$, 690 FEET TO A CONCRETE MONUMENT; $N59^{\circ}56'40''E$, 320 FEET TO A CONCRETE MONUMENT; $N80^{\circ}57'00''E$, 285 FEET TO A CONCRETE MONUMENT; $N60^{\circ}28'30''E$, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $S00^{\circ}31'50''W$, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE N LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING; THENCE $S71^{\circ}20'15''E$ 178.75 FT.; THENCE $S02^{\circ}39'15''E$ 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 19-16-33; THENCE $S87^{\circ}20'45''W$ ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

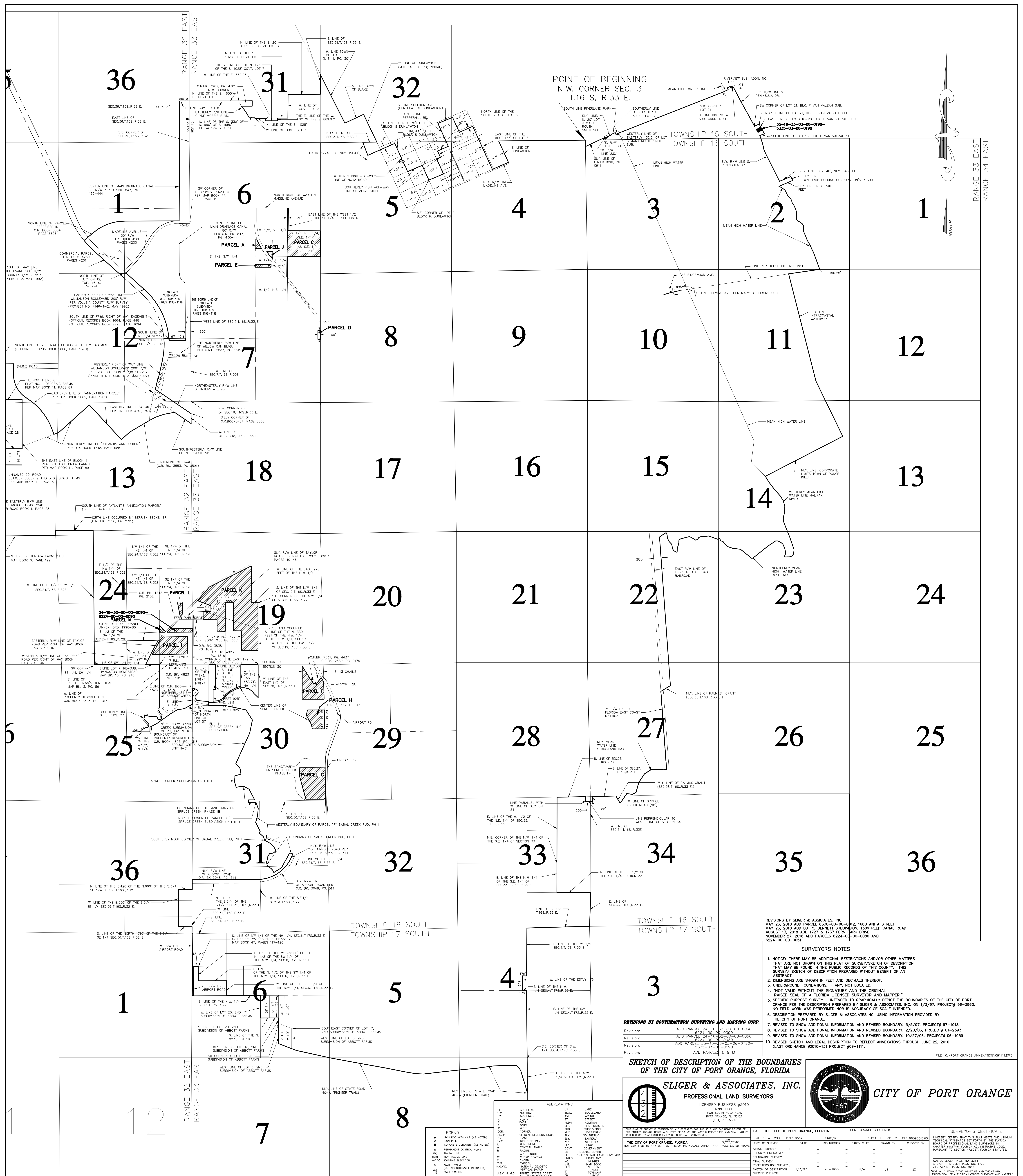
PARCEL B:

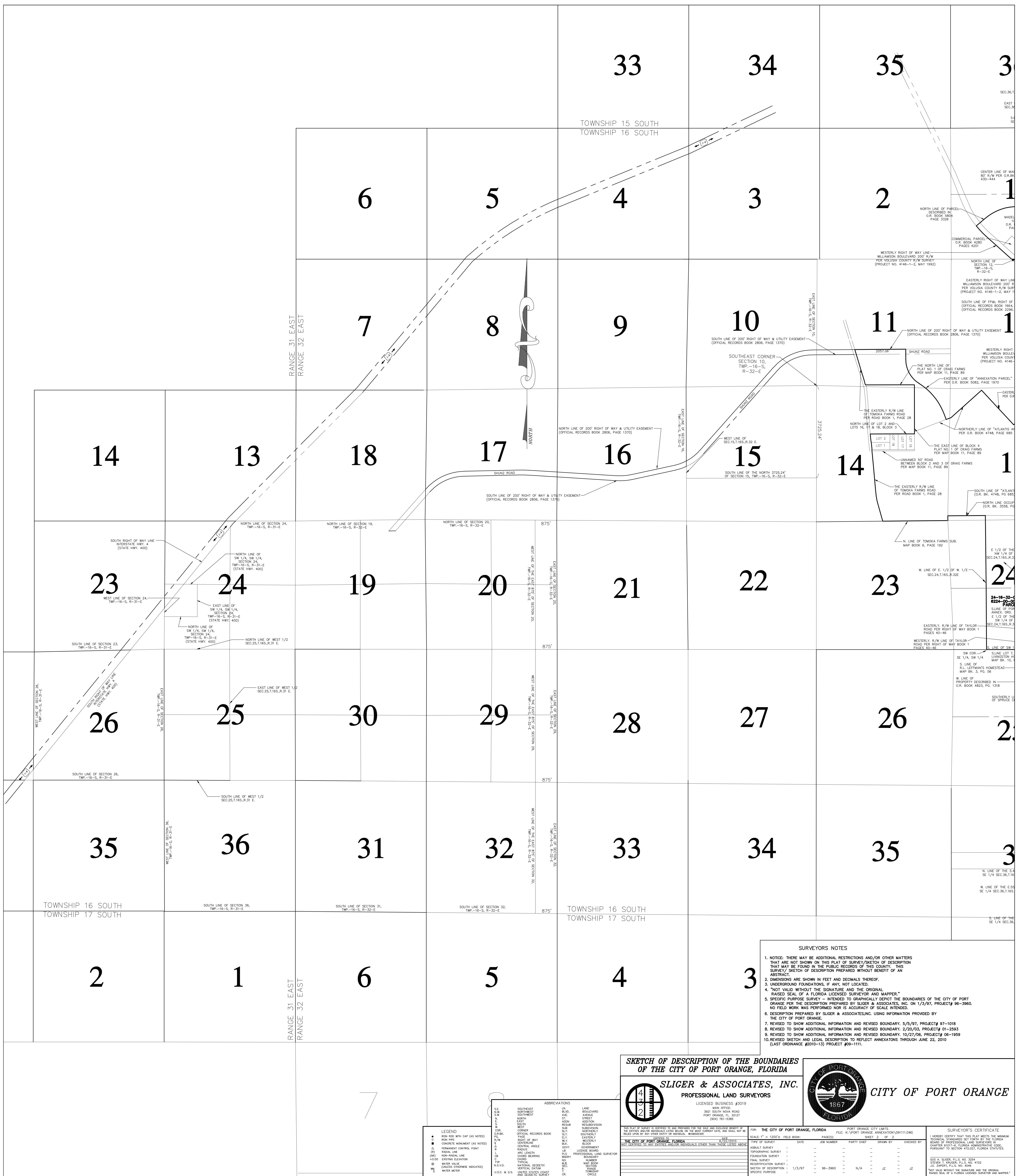
PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE NORTH LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.; THENCE $S71^{\circ}20'15''E$ 178.75 FT. TO THE POINT OF BEGINNING; THENCE CONTINUE $S71^{\circ}20'15''E$ 329.58 FT.; THENCE $S03^{\circ}49'18''E$ 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SEC. 19-16-33; THENCE $S87^{\circ}20'45''W$ ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET; THENCE $N02^{\circ}39'15''E$ 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS

A
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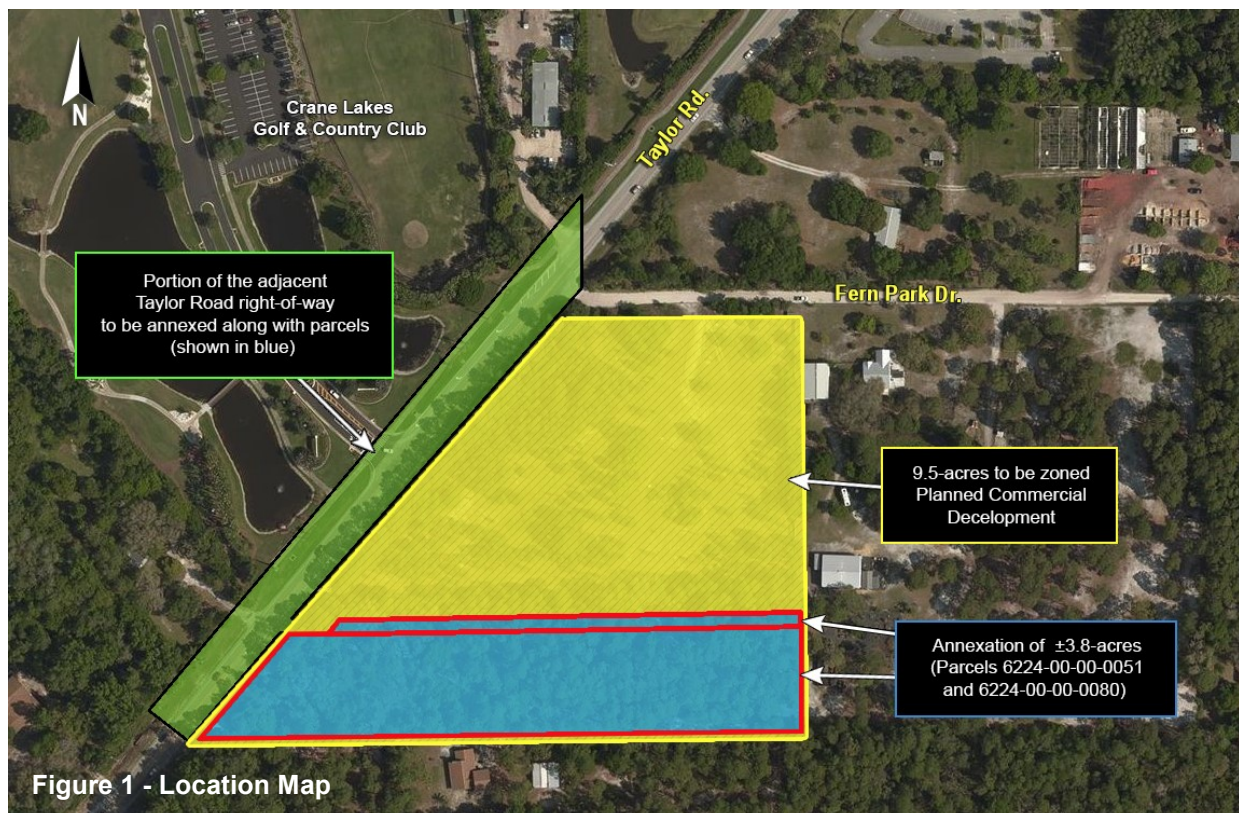
STAFF REPORT

ANNEXATION/All Aboard Storage Taylor Road
CASE NO. 18-10000004

REQUEST: Annex ± 3.8 acres of property into the City of Port Orange
LOCATION: South side of Taylor Road (Figure 1 - Location Map)
OWNER/APPLICANT: Crane Lakes Depot LLC
STAFF RECOMMENDATION: **Approval**
STAFF CONTACT: Penelope Cruz, Planning Manager (386) 506-5671
CITY COUNCIL DATE: December 18, 2018

PROPERTY OVERVIEW

The applicant is requesting to annex a ± 3.8 -acres (Parcels 6224-00-00-0051 and 6224-00-00-0080) along with a portion of the adjacent Taylor Road right-of-way into the City. If approved, the applicant intends to request the Future Land Use designation for the annexed parcels be changed from Volusia County *Urban Low Intensity* (ULI) to City of Port Orange *Office/Residential Transition* (ORT) and to rezone the annexed parcels along with the property to the north (9.5-acres overall) to Planned Commercial Development (PCD), to allow the development of a self-storage facility (All Aboard Storage).



STATE REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES

The subject parcels are currently vacant and front onto Taylor Road, which is an arterial road. The subject parcels are surrounded by vacant commercial land to the north, an unincorporated single-family parcel to the south, a residential parcel to the west (recently annexed property proposed to be developed as townhomes), and Crane Lakes Mobile Home Park to the east. The surrounding Future Land Use (FLU) and Zoning are shown on the attached maps (Exhibits A and B).

The County Future Land Use (FLU) and Zoning designations on the parcels will need to be changed to City of Port Orange. According to the applicant, the intent is to submit a FLU amendment to change the FLU designation for the 3.8-acres to *Office/Residential Transition (ORT)* and then combine the annexed parcels with an existing ± 5.7 -acre parcel already located within Port Orange to create a ± 9.5 -acre site and request the overall 9.5-acre site be zoned to City of Port Orange Planned Commercial Development (PCD). At the time of writing this report, the applicant has not officially submitted a FLU amendment or rezoning application for the subject parcels or the overall 9.5-acre property. Therefore, the density/intensity used to evaluate the annexation request represents what could be developed if the 3.8-acres had Port Orange FLU and Zoning designations similar to the current Volusia County designations.

However, as part of the annexation materials provided to City staff for their review, staff were made aware that if the annexation request is approved by the City Council, the applicant intends to submit development applications to request the FLU change for the 3.8-acres and to rezone the overall 9.5-acres to PCD, to develop a self-storage facility. City staff were asked to consider the applicants proposed development plan in their analysis and identify any possible service issues. Based on the responses received, no service issues were identified for either scenario; however, as typically completed with all FLU amendment and rezoning applications, all public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time the applications are submitted to verify adequate capacity to accommodate the development proposal.

IMPACT TO CITY SERVICES

A memo was sent to various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the 3.8-acres.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also

currently has available sewer capacity to accommodate the proposed development of the property. Reclaimed water is not available or planned for this area.

Solid Waste

Upon annexation, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC.

Transportation

There is no increase in the number of vehicular trips as a result of the 3.8-acres being annexed into the City of Port Orange. According to the latest traffic counts taken by Volusia County, capacity remains on the roadway segments adjacent to the subject property. However, any development of this property will be required to comply with the City's concurrency management standards. The City will require the submittal of a traffic study at the time a final site plan is submitted for this property, or for an overall project that includes the subject property, to fully assess the impacts of the development on the surrounding roadway network and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas.

Roadway Segment	Maintaining Agency	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Percentage of Roadway Capacity Used
Taylor Road (Williamson Blvd. to I-95)	Volusia County	C	47,560	41,380	87%
Taylor Road (Summer Trees Rd. to Williamson Blvd.)	Volusia County	C	37,970	15,530	41%
Taylor Road (Crane Lakes Blvd. to Summer Trees Rd.)	Volusia County	E	17,050	16,120	95%

Source: Volusia County 2017 Traffic Counts (most current available data)

The future development of the overall 9.5-acre site will require dedication of land to Volusia County for the ultimate 120-foot right-of-way for Taylor Road prior to approval of the site plan. The widening of Taylor Road is currently on the County's Unfunded Needs List, which means it is not in the 5-year Work Plan, but would likely get funded prior to projects on the Long Term Plan List (possibly within 10 -15 years).

Volusia County requested that a portion of Taylor Road adjacent to the subject parcels be annexed into the City as part of this annexation. This does not change the maintenance of the roadway as Volusia County will remain the maintaining agency for Taylor Road.

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

RECOMMENDATION

Based on the findings of this report, staff recommends approval of the request to annex approximately 3.8 acres (Parcels 6224-00-00-0051 and 6224-00-00-0080) along with a portion of the adjacent Taylor Road right-of-way, into the City of Port Orange.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use Map
- Exhibit B – Current and Proposed Zoning Map

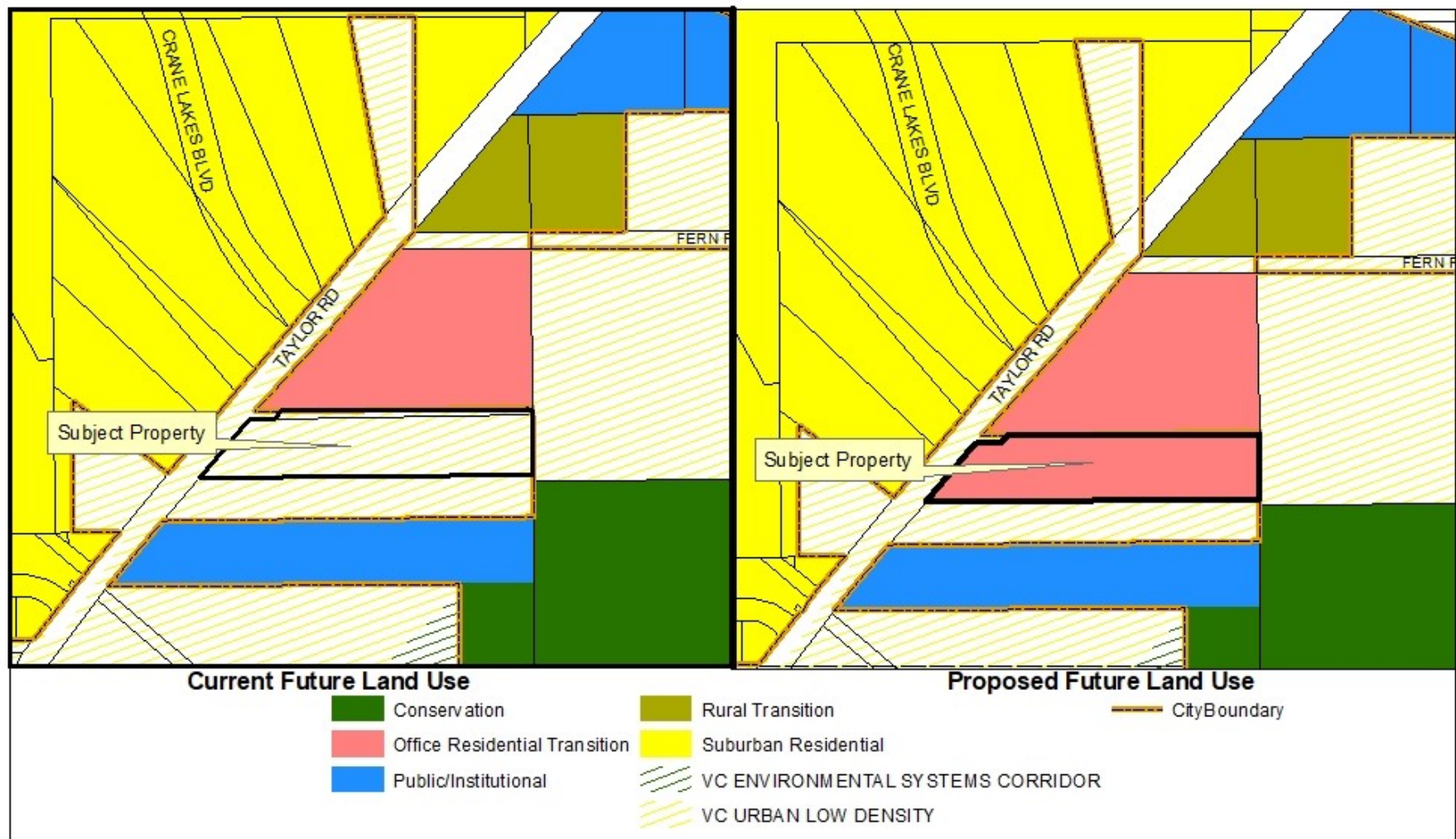


EXHIBIT A

CASE NO. 18-10000004

DEPARTMENT OF COMMUNITY DEVELOPMENT



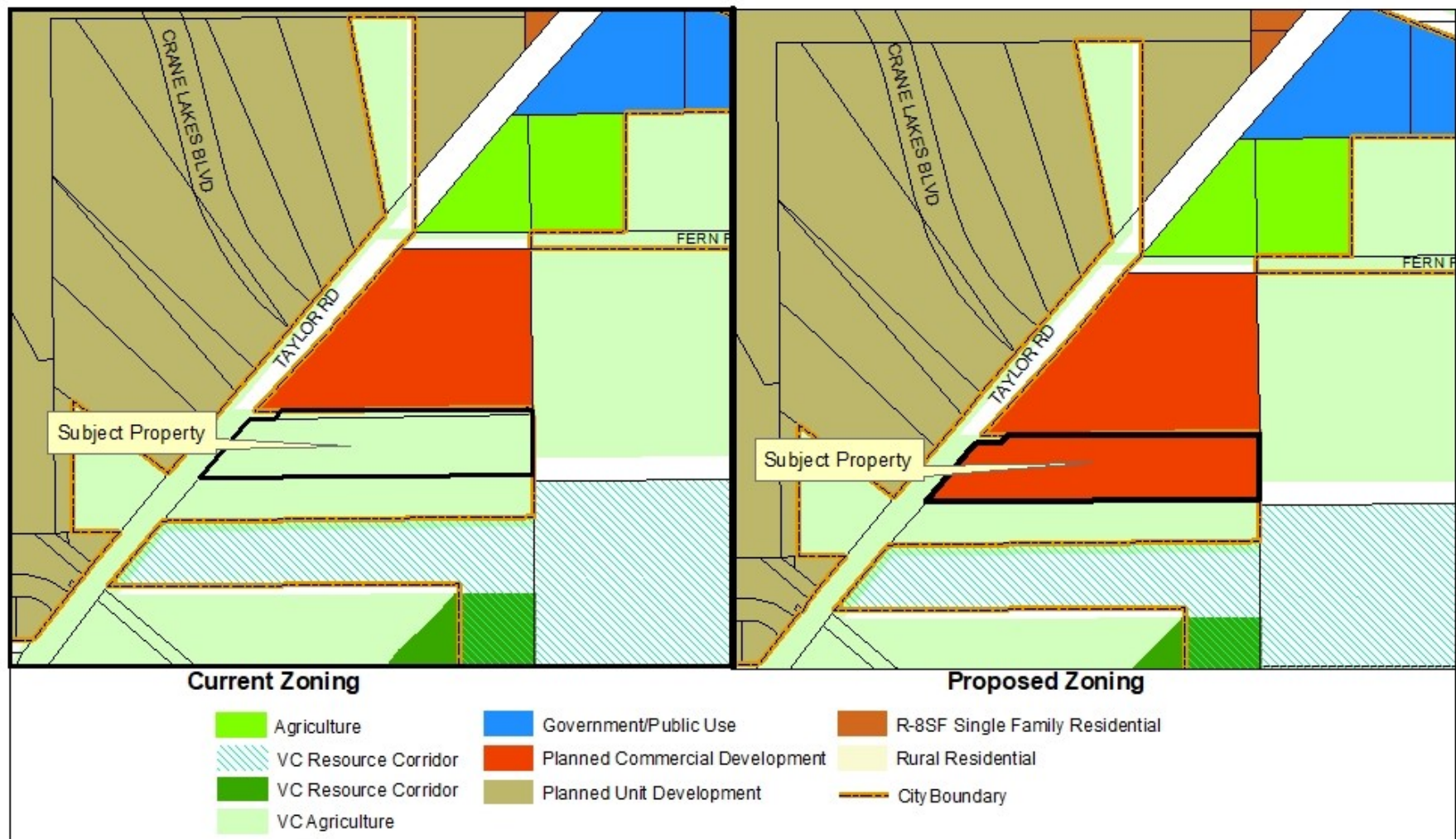


EXHIBIT B

CASE NO. 18-10000004

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F24) First Reading – Ordinance No. 2018-36 - 2018 Comprehensive Plan Capital Improvements Element (CIE) Annual Update (Case No. 18-27500001)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-36, amending the Capital Improvements Element of the City's Comprehensive Plan, in accordance with Florida Statutes.

SUMMARY: PLANNING COMMISSION ACTION 11/15/18: Recommended approval

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. On September 19, 2018, the City Council approved the Capital and Operating Budgets which included the CIP for FY 18/19 – 23/24 dated August 7, 2018 containing various projects to support the LOS for City public facilities (Resolution No. 18-38 and 18-39). The proposed amendments take these projects previously approved by Council with the CIP and adds them into the CIE. All of the required public facilities meet the City's adopted level of service standards.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY17/18 – 22/23) to the current year CIP (FY18/19 – 23/24) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2018-36	oRD nO. 2018-36.pdf
2.	Staff Report	2018 CIE Update_staff report.pdf

Penelope Cruz	Created/Initiated - 11/19/2018
Tim Burman	Approved - 11/27/2018
Shannon Balmer	Approved - 12/05/2018
Jake Johansson	Approved - 12/05/2018
Robin Fenwick	Final Approval - 12/05/2018

ORDINANCE NO. 2018-36

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
COMPREHENSIVE PLAN CAPITAL IMPROVEMENT
ELEMENT; PROVIDING FOR THE FY2019-2024 FIVE
YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND
SUPPORTING DATA; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES AND RESOLUTIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2018) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2018); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30 and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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

Exhibit A

Annual Update to the Capital Improvements Element

~~Strike through~~ indicates text is to be deleted; Underline
indicates text is to be added

Please Note: No changes after page 10-21

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT

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CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT1

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INVENTORY OF MAPS

FIGURE 10 – 1 CAPITAL IMPROVEMENT PROJECTS

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2018/19~~ 2018/19 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. The Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years ~~2018-2023~~ 2019-2024.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1
CAPITAL IMPROVEMENTS SCHEDULE

Project	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
WATER							
029408 Water System Replacement/ Upsizing	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
Water/Sewer Operating (401)	450,000	450,000	400,000	200,000	200,000	200,000	1,900,000
Water/Sewer R&R (403)	-	300,000	50,000	200,000	200,000	300,000	1,050,000
Water Impact Fee (405)	550,000	250,000	150,000	-	-	-	950,000
Total	1,000,000	1,000,000	600,000	400,000	400,000	500,000	3,900,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)							
029409 Water System Extensions/Upsizing	50,000	50,000	50,000	450,000	50,000	50,000	700,000
Water Impact Fee (405)	50,000	50,000	50,000	450,000	50,000	50,000	700,000
Total	50,000	50,000	50,000	450,000	50,000	50,000	700,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)							
039493 Water Treatment Plant R&R - Equipment	200,000	225,000	225,000	445,000	275,000	300,000	1,670,000
Water/Sewer R&R (403)	200,000	225,000	225,000	445,000	275,000	300,000	1,670,000
Total	200,000	225,000	225,000	445,000	275,000	300,000	1,670,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)							
039494 Water Treatment Plant-3 Million Gal Water Storage Tank	300,000	-	3,000,000	-	-	-	3,300,000
Sewer Impact Fee (405)	300,000	-	2,000,000	-	-	-	2,300,000
Future Grant/Bonds	-	-	1,000,000	-	-	-	1,000,000
Total	300,000	-	3,000,000	-	-	-	3,300,000
The water plant produces and distributes an average of 6 million gallons per day of drinking water. The plant has one water storage tank that holds 1 million gallons. The tank was constructed in 1983. There are three storage tanks located throughout the City to store a total of 4.5 million gallons of water. In order to ensure water can be produced and distributed continuously from the treatment plant, an additional storage tank needs to be constructed. It is recommended that a three million gallon tank be constructed on the property adjacent to the water plant. The City owns the property. The existing pumping equipment would be sufficient to distribute the water from the new tank. Since this is an expansion of service to our customers, water impact fee funds could be used (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)							
039495 Water Treatment Plant-Raw Water Main Replacement	300,000	3,000,000	-	-	-	-	3,300,000
Water/Sewer R&R (403)	300,000	3,000,000	-	-	-	-	3,300,000
Total	300,000	3,000,000	-	-	-	-	3,300,000
There is currently only one pipeline from the wellfield on Shuntz Road to the Garnsey Water Treatment Plant. This pipeline provides 80% of the well water into the treatment plant. The 30-inch diameter, 5 mile long prestressed concrete pipeline has been in service over 30 years. It is a specialty pipe that staff cannot repair in house. In fact, there are very few speciality firms that can repair this type of pipeline. Should the pipe fail, damages would be significant to the surrounding area and significantly impair the treatment plants ability to supply drinking water to the customers. This project would provide a secondary pipeline to the treatment plant to provide reliability on the system. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2)							
TOTAL - WATER	1,850,000	4,275,000	3,875,000	1,295,000	725,000	850,000	12,870,000
SANITARY SEWER							
049467 Sewer System Rehabilitation	750,000	750,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Water/Sewer Operating (401)	750,000	750,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Total	750,000	750,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)							
038964 Water Reclamation Facility R&R	350,000	885,000	900,000	925,000	950,000	500,000	4,510,000
Water/Sewer Operating (401)	200,000	-	-	-	-	-	200,000
Water/Sewer R&R (403)	150,000	885,000	900,000	925,000	950,000	500,000	4,310,000
Total	350,000	885,000	900,000	925,000	950,000	500,000	4,510,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)							

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
038972 Water Reuse Program	300,000	-	3,000,000	-	-	-	3,300,000
Sewer Impact Fee (405)	300,000	-	2,000,000	-	-	-	2,300,000
Future Grant/Bonds	-	-	1,000,000	-	-	-	1,000,000
Total	300,000	-	3,000,000	-	-	-	3,300,000
A three million gallon ground storage tank with pump station to provide additional reuse supply for irrigation and minimize discharge to the Halifax River. Location to be identified in utility master plan. Staff will apply for grant funding. Current grant funding from SFRWMD is 33% for shovel ready projects. (Consistent w/ Comp Plan: San. Swr, Objective 3)							
089409 Sewer System Expansion	300,000	3,300,000	3,000,000	3,000,000	-	-	9,600,000
Sewer Impact Fee (405)	300,000	2,200,000	2,000,000	2,000,000	-	-	6,500,000
Future Grant/Bonds	-	1,100,000	1,000,000	1,000,000	-	-	3,100,000
Total	300,000	3,300,000	3,000,000	3,000,000	-	-	9,600,000
Sewer system construction at locations that are currently on septic. The locations and the priorities will be determined by the Wide Trim study, scheduled for completion June 2017. (Consistent w/ Comp Plan: San. Swr., Policy 2.2 and 2.3)							
TOTAL - SANITARY SEWER	1,700,000	4,935,000	7,900,000	4,925,000	1,950,000	1,500,000	22,910,000
WATER & SANITARY SEWER							
038710 City Cost Participation	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Water Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Sewer Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Total	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)							
TOTAL - WATER & SAN. SEWER	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TRANSPORTATION							
430201 Road Program	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Capital Projects (301)	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Total	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)							
PNC007 Yorktowne Blvd Middle Segment	-	675,000	-	-	-	-	675,000
Prop. Fair Share /Other /Grant	-	675,000	-	-	-	-	675,000
Total	-	675,000	-	-	-	-	675,000
Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4-lane divided curb and gutter section designed to City standards. It is composed of 1600' of 4 lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
200905 Williamson Blvd. N. of Pavilion	-	-	-	220,000	261,000	2,200,000	2,681,000
Developer Fairshare Contr. (Planned)	-	-	-	220,000	261,000	2,200,000	2,681,000
Total	-	-	-	220,000	261,000	2,200,000	2,681,000
This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)							
200907 Coraci Blvd. Extension	-	-	-	-	257,000	2,150,000	2,407,000
Developer Fairshare Contr. (Planned)	-	-	-	-	257,000	2,150,000	2,407,000
Total	-	-	-	-	257,000	2,150,000	2,407,000
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the northwest corner of Crane Lakes to Forest Lakes subdivision within the existing undeveloped right-of-way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)							
201008 Yorktowne Blvd North Section (Nautica Lakes)	-	1,200,000	-	-	-	-	1,200,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	-	-	-	1,200,000
Total	-	1,200,000	-	-	-	-	1,200,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
This project is proposed as either a 2-lane or 4-lane divided curb and gutter road designed to major collector street standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Blvd. connection between Hidden Lakes Dr. and Willow Run Blvd. Completion of these sections would redirect traffic and relieve congestion at the I-95/Dunlawton Ave. intersection and Williamson Boulevard, south of Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
201015 Willow Run Boulevard Widening	-	200,000	1,125,000	-	-	-	1,325,000
Capital Projects (301)	-	200,000	-	-	-	-	200,000
TPO Funds	-	-	1,125,000	-	-	-	1,125,000
Total	-	200,000	1,125,000	-	-	-	1,325,000
A 1/4-mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)							
201647 WB Dunlawn Ave Right Turn Lane and City Cir	49,000	307,000	-	-	-	-	356,000
Capital Projects (301)	2,000	76,000	-	-	-	-	78,000
TPO Funds	47,000	231,000	-	-	-	-	278,000
Total	49,000	307,000	-	-	-	-	356,000
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201750 EB Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	75,000	425,000	-	-	-	-	500,000
Capital Projects (301)	8,000	87,000	-	-	-	-	95,000
TPO Funds	67,000	338,000	-	-	-	-	405,000
Total	75,000	425,000	-	-	-	-	500,000
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)							
201751 WB Dunlawton Ave Right Turn Lane at Nova Rd.	-	110,000	421,000	-	-	-	531,000
Capital Projects (301)	-	11,000	87,000	-	-	-	98,000
Gen.Capital Replacement(317)	-	-	-	-	-	-	-
TPO Funds	-	99,000	334,000	-	-	-	433,000
Total	-	110,000	421,000	-	-	-	531,000
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)							
201856 EB Herbert St. Left Turn Lane at Nova	18,000	100,000	660,000	-	-	-	778,000
Capital Projects (301)	-	10,000	120,000	-	-	-	130,000
TPO Funds	18,000	90,000	540,000	-	-	-	648,000
Total	18,000	100,000	660,000	-	-	-	778,000
The project consists of looking at options to modify the intersection of Nova Road and Herbert Street to improve movement through the intersection. The intersection experiences congestion throughout the day, most notably in the morning and late afternoon. Additional right-of-way is anticipated to be needed for any intersection improvements. • Option 1: Extend the stacking area for the existing left-turn lane on eastbound Herbert Street at Nova Road, realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 2: Modify eastbound Herbert Street at Nova Road to create a left-turn lane, right-turn lane, and a thru lane. Also, realigning the westbound Herbert Street travel lane and realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 3: Other modifications or design alternatives that the consultant, selected by the TPO to prepare the Feasibility Study, can recommend to improve movement through the intersection, specifically for vehicles turning onto Nova Road and Herbert Street. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
TOTAL TRANSPORTATION	942,000	3,817,000	3,006,000	1,020,000	1,318,000	5,150,000	15,253,000
DRAINAGE							
201439 Halifax River Outfall Replacement	-	471,000	471,000	471,000	300,000	-	1,713,000
Drainage Fund 412	-	471,000	471,000	471,000	300,000	-	1,713,000
Total	-	471,000	471,000	471,000	300,000	-	1,713,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
There are 14 stormwater discharge outfalls directly to the Halifax River throughout the City. Many of these outfalls are constructed of metal pipes that have corroded throughout the years due to the harsh salt water environment. These pipes need to be replaced with Reinforced Concrete Pipe; in addition, headwalls will need to be constructed or reconstructed to accommodate the reinforced concrete pipe and possibly upsized in the diameter of the pipe. Also, the storm water pipe networks associated with the outfalls are tidally influenced which allows river water to enter the networks and equalize to the tidal water level. This project presents an opportunity to install engineered tidal gates at all locations where flooding issues are caused by tidal surcharge and lack of stormwater capacity. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201441 Southwinds Stormwater Pond Outfall Retrofit - Phase I Design	-	-	45,000	-	-	-	45,000
Drainage Fund 412	-	-	45,000	-	-	-	45,000
Total	-	-	45,000	-	-	-	45,000
This project involves modification to the existing storm water ponds of the Southwinds neighborhood stormwater system. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201642 Howes Street Stormwater Improvements	-	1,065,000	-	-	-	-	1,065,000
Drainage Fund 412	-	724,000	-	-	-	-	724,000
Grant Funding - Unsecured	-	341,000	-	-	-	-	341,000
Total	-	1,065,000	-	-	-	-	1,065,000
Howes Street is located north of Commonwealth Boulevard and west of Ridgewood Avenue in the Allendale area of Port Orange. Howes Street experiences roadway flooding several times a year due to no drainage system to convey the stormwater runoff. Public Works has expended numerous efforts in traffic control and pumping due to the roadway flooding. The proposed solution to alleviate roadway flooding consist of constructing 25 storm inlets, +/-1,150 LF of exfiltration trenches, +/-1,610 LF of RCP pipe, and +/- 2,560 LF of curbs to collect stormwater runoff. Part of Orange Ave roadway will be re-built to eliminate low spots. The new stormwater system will be connected to the B-23 Canal at Howes Street and Westridge Avenue for discharge. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201647 Pipe Repair and Replacement	320,000	370,000	420,000	470,000	520,000	570,000	2,670,000
Drainage Fund 412	320,000	370,000	420,000	470,000	520,000	570,000	2,670,000
Total	320,000	370,000	420,000	470,000	520,000	570,000	2,670,000
R & R funding to Replace/repair deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipe or liners to improve storm water conveyance to reduce potential for flooding. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201865 Virginia Ave and Monroe St. Drainage Basin	1,777,000	-	-	-	-	-	1,777,000
Drainage Fund 412	383,000	-	-	-	-	-	383,000
Grants/Other	1,394,000	-	-	-	-	-	1,394,000
Total	1,777,000	-	-	-	-	-	1,777,000
This project will provide solutions to address the flooding between Virginia Ave and Monroe St which will include construction of stormwater pump stations with force mains, retention ponds, and additional conveyance enhancements including pipes and inlets. The construction of the retention ponds and pumps will require the acquisition and purchase of land and relocation of utilities where needed. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201409 Tumblebrook Dr. Stormwater Improvements	186,000	-	-	-	-	-	186,000
Drainage Fund 412	186,000	-	-	-	-	-	186,000
Total	186,000	-	-	-	-	-	186,000
Tumblebrook Drive is located in Sweetwater Hills and is home to residential properties of 0.25 acres. Presently, Public Works staff must mobilize a pump to an isolated pond which becomes inundated during storms. The pump is 12 years old and it is deployed minimum 6 times per year to a maximum of 20 times per year. Construction of drainage improvements, pipe, and drainage structures. The project will improve drainage and stormwater quality. Engineering and design are proposed to begin in early FY2019, with construction to follow immediately thereafter. Project cost estimates do not include utility relocations or easement acquisitions if needed. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201762 Viking Drive Stormwater Improvements Design	-	-	-	30,000	-	-	30,000
Drainage Fund 412	-	-	-	30,000	-	-	30,000
Total	-	-	-	30,000	-	-	30,000
Presently, Viking Drive does not have a stormwater system in place, and the localized depression area near 112 Viking Drive experiences standing water over the roadway during most rain events. This project consists of design and permitting stormwater improvements within Viking Drive area. Construction cost estimates to follow completion of the design. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201763 Charles Street Drainage Improvements	110,000	-	730,000	-	-	-	840,000
Drainage Fund 412	110,000	-	730,000	-	-	-	840,000
Total	110,000	-	730,000	-	-	-	840,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
Analysis, design, and construction for drainage between Herbert Street, Charles Street and Oceans Avenue drainage system to improve stormwater runoff conveyance, stormwater capacity, conveyances, and to reduce the potential for flooding. This will require removing the existing inadequate storm pipe between Herbert Street and Charles Street and replacing the pipe. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
TOTAL - DRAINAGE	2,393,000	1,906,000	1,666,000	971,000	820,000	570,000	8,326,000
TOTAL - CAPITAL IMPROVEMENTS	6,985,000	15,033,000	16,547,000	8,311,000	4,913,000	8,170,000	59,959,000

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
WATER							
029408 Water System Replacement/Upsizing	675,000	1,000,000	1,000,000	600,000	400,000	400,000	4,075,000
Water/Sewer-Operating (404)	-	450,000	450,000	400,000	200,000	200,000	1,700,000
Water/Sewer R&R (403)	300,000	300,000	300,000	50,000	200,000	200,000	1,350,000
Water Impact Fee (405)	375,000	250,000	250,000	150,000	-	-	1,025,000
Total	675,000	1,000,000	1,000,000	600,000	400,000	400,000	4,075,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)							
029409 Water System Extensions/Upsizing	50,000	50,000	50,000	50,000	450,000	50,000	700,000
Water Impact Fee (405)	50,000	50,000	50,000	50,000	450,000	50,000	700,000
Total	50,000	50,000	50,000	50,000	450,000	50,000	700,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)							
039493 Water Treatment Plant R&R—Equipment	150,000	200,000	225,000	420,000	250,000	275,000	1,520,000
Water/Sewer-Operating (404)	-	-	-	-	-	-	-
Water/Sewer R&R (403)	150,000	200,000	225,000	420,000	250,000	275,000	1,520,000
Total	150,000	200,000	225,000	420,000	250,000	275,000	1,520,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)							
TOTAL—WATER	875,000	1,250,000	1,275,000	1,070,000	1,100,000	725,000	6,295,000
SANITARY SEWER							
049467 Sewer System Rehabilitation	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Water/Sewer-Operating (404)	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Total	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,500,000
Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)							
038964 Water Reclamation Facility R&R	500,000	885,000	875,000	900,000	925,000	950,000	5,035,000
Water/Sewer-Operating (404)	50,000	-	-	-	-	-	50,000
Water/Sewer R&R (403)	450,000	885,000	875,000	900,000	925,000	950,000	4,985,000
Total	500,000	885,000	875,000	900,000	925,000	950,000	5,035,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr., Policy 1.6)							

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
201653 Riverwalk Utilities	-	225,000	-	-	-	-	225,000
Sewer Impact Fee (405)	-	225,000	-	-	-	-	225,000
Total	-	225,000	-	-	-	-	225,000
Utility improvements/replacements/upgrades along the east side of Ridgewood Avenue north of Oceans Avenue. Gravity sewer line and four manholes to eliminate a pump station and upsizing an existing 6" water line to 8" water line. To be constructed in conjunction with the Riverwalk 1B Phased Project. (Consistent w/ Comp Plan: FLU, Policy 5.2.1; Pot. Water, Policy 2.7; San Swr 4.2 and 4.3)							
089409 Sewer System Expansion	300,000	300,000	3,000,000	3,000,000	-	-	6,600,000
Sewer Impact Fee (405)	300,000	300,000	2,000,000	2,000,000	-	-	4,600,000
Future Grant/Bonds	-	-	1,000,000	1,000,000	-	-	2,000,000
Total	300,000	300,000	3,000,000	3,000,000	-	-	6,600,000
Sewer system construction at locations that are currently on septic. The locations and the priorities will be determined by the Wide Trim study, scheduled for completion June 2017. (Consistent w/ Comp Plan: San. Swr., Policy 2.2 and 2.3)							
TOTAL - SANITARY SEWER	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
WATER & SANITARY SEWER							
038710 City Cost Participation	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Water Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Sewer Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
-							
Total	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)							
TOTAL - WATER & SAN. SEWER	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TRANSPORTATION							
430201 Road Program	800,000	800,000	-	-	-	-	1,600,000
Capital Projects (301)	800,000	800,000	-	-	-	-	1,600,000
Total	800,000	800,000	-	-	-	-	1,600,000
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)							
Yorktowne Blvd Middle Segment	-	675,000	-	-	-	-	675,000
Prop. Fair Share / Other / Grant	-	675,000	-	-	-	-	675,000
Total	-	675,000	-	-	-	-	675,000
Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4-lane divided curb and gutter section designed to Volusia County standards. It is composed of 1600' of 4-lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
200905 Williamson Blvd. N. of Pavilion	-	-	-	220,000	261,000	2,200,000	2,681,000
Developer Fairshare Contr. (Planned)	-	-	-	220,000	261,000	2,200,000	2,681,000
Total	-	-	-	220,000	261,000	2,200,000	2,681,000
This project involves adding 2 lanes to the existing 2-lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1-acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)							

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
200907 Coraci Blvd. Extension	-	-	-	-	257,000	2,150,000	2,407,000
Developer Fairshare Contr. (Planned)	-	-	-	-	257,000	2,150,000	2,407,000
Total	-	-	-	-	257,000	2,150,000	2,407,000
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of-way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)							
201008 Yorktowne Blvd North Section (Nautica Lakes)	-	1,200,000	-	-	-	-	1,200,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	-	-	-	1,200,000
Total	-	1,200,000	-	-	-	-	1,200,000
This project is proposed as a 4-lane divided curb and gutter section designed to the Volusia County standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Boulevard connection between Hidden Lakes Drive and Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
201015 Willow Run Boulevard Widening	-	-	25,000	200,000	1,125,000	-	1,350,000
Capital Projects (301)	-	-	3,000	20,000	225,000	-	248,000
TPO Funds	-	-	22,000	180,000	900,000	-	1,102,000
Total	-	-	25,000	200,000	1,125,000	-	1,350,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13, and 2.14)							
201647 WB Dunlawton Ave Right Turn Lane and City Cir Pkwy	32,000	282,000	-	-	-	-	314,000
Capital Projects (301)	-	66,000	-	-	-	-	66,000
TPO Funds	32,000	216,000	-	-	-	-	248,000
Total	32,000	282,000	-	-	-	-	314,000
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201750 Eastbound Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	-	82,000	421,000	-	-	-	503,000
Capital Projects (301)	-	8,000	84,000	-	-	-	92,000
TPO Funds	-	74,000	337,000	-	-	-	411,000
Total	-	82,000	421,000	-	-	-	503,000
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
201751 WB Dunlawton Ave Right Turn Lane at Nova Rd.	-	260,000	70,000	394,000	-	-	724,000
Capital Projects (301)	-	-	7,000	79,000	-	-	86,000
General Capital Replacement (317)	-	260,000	-	-	-	-	260,000
TPO Funds	-	-	63,000	345,000	-	-	378,000
Total	-	260,000	70,000	394,000	-	-	724,000
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201856 Eastbound Herbert St. Left Turn Lane at Nova Rd.	15,000	50,000	330,000	-	-	-	395,000
Capital Projects (301)	2,000	5,000	60,000	-	-	-	67,000
TPO Funds	13,000	45,000	270,000	-	-	-	328,000
Total	15,000	50,000	330,000	-	-	-	395,000
This project consists of a proposal to construct an extension to the existing eastbound left turn lane on Herbert Street at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and Herbert Street eastbound through vehicles. Additional right-of-way is anticipated to be necessary for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound Herbert Street vehicles traveling through or turning left or right onto Nova Road. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201860 Madeline Ave Median and Turn Ln Project	15,000	60,000	344,000	-	-	-	419,000
Capital Projects (301)	2,000	6,000	74,000	-	-	-	82,000
TPO Funds	13,000	54,000	270,000	-	-	-	337,000
Total	15,000	60,000	344,000	-	-	-	419,000
This project consists of modifying the existing median in Madeline Avenue, west of Clyde Morris Boulevard and the eastbound Madeline Avenue left turn lane to improve traffic flow, reduce delays for turning vehicles, reduce maintenance cost, and improve intersection safety. Additional right-of-way is not anticipated for this project. The City submitted the project for TPO funding in Spring 2017. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
TOTAL--TRANSPORTATION	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
DRAINAGE							
201764 Yorktowne Blvd Sidewalk Drainage Improvements	120,000	-	-	-	-	-	120,000
Drainage Fund 412	120,000	-	-	-	-	-	120,000
Total	120,000	-	-	-	-	-	120,000
The sidewalks on Yorktowne Boulevard between Bourbon Street and Hidden Lakes Drive experience standing water over the sidewalks after most rain events due to the grade of the sidewalk being below the stormwater retention (swale) area of the City's right-of-way. The project would consist of analysis, design, and construct drainage improvements or to design and remove the existing sidewalk and change the existing grade to bring the construction of the new sidewalk above the grade of the retention (swale) area of the City's right-of-way. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201865 Virginia Ave and Monroe St. Drainage Basin	2,040,000	679,000	-	-	-	-	2,689,000
Drainage Fund 412	297,000	329,000	-	-	-	-	626,000
Grants/Other	1,743,000	350,000	-	-	-	-	2,063,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Total	2,040,000	679,000	-	-	-	-	2,689,000
This project will provide solutions to address the flooding between Virginia Ave and Monroe St which will include construction of stormwater pump stations with force mains, retention ponds, and additional conveyance enhancements including pipes and inlets. The construction of the retention ponds and pumps will require the acquisition and purchase of land and relocation of utilities where needed. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201866 Storm Water Master Plan Phase II	380,000	-	-	-	-	-	380,000
Drainage Fund 412	380,000	-	-	-	-	-	380,000
Total	380,000	-	-	-	-	-	380,000
The Stormwater Master plan update will identify corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan will help prioritize spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. The current estimated cost to update the Stormwater Master Plan is \$605,000.00. Phase 1 of the plan began in Fiscal Year 2016 at a cost of \$247,340.00. This phase only included the Eastern Basin and the vicinity of District I and IV. Phase 2 of the plan is anticipated to begin in Fiscal Year 2018 at a cost of \$380,00.00. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
TOTAL DRAINAGE	2,510,000	679,000	-	-	-	-	3,189,000
RECREATION							
201545 Riverwalk Park	100,000	1,500,000	-	-	-	-	1,600,000
General Capital Rplcmnt Fund (317)	100,000	-	-	-	-	-	100,000
Grants/Other	-	1,500,000	-	-	-	-	1,500,000
Total	100,000	1,500,000	-	-	-	-	1,600,000
The City Council and Town Center CRA have placed a priority on developing a public park at Riverwalk. This predominately passive public park area is envisioned to be a community open space that will enhance Port Orange's image as a waterfront community. (Consistent w/ Comp Plan: Recreation Future Facilities Table; Policy 1.5; Policy 5.4; Figure 6-1)							
TOTAL RECREATION	100,000	1,500,000	-	-	-	-	1,600,000
TOTAL CAPITAL IMPROVEMENTS							
TOTAL CAPITAL IMPROVEMENTS	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

Source: City of Port Orange, Department of Finance, Department of Community Development, 20172018

CAPITAL IMPROVEMENTS ELEMENT

TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavilion at Port Orange, LLC	Pavilion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$ 2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894
Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$ 935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
<u>D. R. Horton Refund</u>	<u>Port Orange Plantation Phase II</u>	<u>11/15/05</u>	<u>12/21/17</u>	<u>(9,969)</u>
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
<u>Villages of Royal Palm (Winston-James) Refund</u>	<u>Royal Palm PUD, Phase III</u>	<u>11/15/05</u>	<u>09/27/17</u>	<u>(8,015)</u>
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
<u>D. R. Horton Refund</u>	<u>Port Orange Plantation Phases III, IV, V</u>	<u>07/25/06</u>	<u>10/23/17</u>	<u>(9,702)</u>
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
<u>D. R. Horton Refund</u>	<u>Villas of P.O. Plantation Phases I, II</u>	<u>09/26/06</u>	<u>10/23/17</u>	<u>(9,137)</u>
Port Orange Properties, LLC	Port Orange Properties	11/13/07	11/16/07	5,813
Port Orange Properties, LLC (additional Payment)	Port Orange Properties	11/13/07	09/30/16	8,792
<u>Port Orange Properties, LLC (City Council Approved Write Off of Additional Payment)</u>	<u>Port Orange Properties</u>	<u>11/13/07</u>	<u>09/28/18</u>	<u>(8,792)</u>
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
Continental 217 Fund, LLC (additional payment)	Westport Square - Kohls	01/15/08	09/30/16	11,331
<u>Continental 217 Fund, LLC (City Council Approved Write Off of Additional Payment)</u>	<u>Westport Square - Kohls</u>	<u>01/15/08</u>	<u>09/28/18</u>	<u>(11,331)</u>
Total - Approved Contribution Amounts for Project 3				\$ 502,641 445,701
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Intervest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Edge Cove LLC	Westport Reserve Subdivision PH 2	08/16/16	08/19/16	3,784
Edge Cove LLC	Sanctuary at Westport PH 2A	06/21/16	06/23/16	14,665
<u>Westport Reserve LLC</u>	<u>Westport Reserve Subdivision-PH 3</u>	<u>12/12/17</u>	<u>12/18/17</u>	<u>14,819</u>
<u>Westport Reserve LLC</u>	<u>Westport Reserve Subdivision-PH 4</u>	<u>12/12/17</u>	<u>12/18/17</u>	<u>7,252</u>
<u>2017 Yorktown Port Orange LLC</u>	<u>Port Orange Gateway Center Lot 3A</u>	<u>03/20/18</u>	<u>03/26/18</u>	<u>11,036</u>
<u>Acorn Ministorage of Brevard</u>	<u>Acorn Mini-Storage</u>	<u>05/01/18</u>	<u>09/17/18</u>	<u>18,288</u>
<u>Z Development Services</u>	<u>Arby's Site Plan</u>	<u>08/21/18</u>	<u>08/28/18</u>	<u>3,784</u>
Total - Approved Contribution Amounts for Project 4				<u>\$1,996,697</u> <u>2,051,876</u>
Project 5: Devon / Taylor Road Signalization				
<u>Coventry Partners LLC</u>	<u>Kings Landing – PH 1</u>	<u>12/05/17</u>	<u>12/20/17</u>	<u>3,653</u>
Total - Approved Contribution Amounts for Project 5				<u>\$3,653</u>
Project 6: Yorktowne Boulevard Extension				
<u>Westport Reserve LLC</u>	<u>Westport Reserve Subdivision-PH 3</u>	<u>12/12/17</u>	<u>12/18/17</u>	<u>117,795</u>
<u>Westport Reserve LLC</u>	<u>Westport Reserve Subdivision-PH 4</u>	<u>12/12/17</u>	<u>12/18/17</u>	<u>77,363</u>
<u>2017 Yorktown Port Orange LLC</u>	<u>Port Orange Gateway Center Lot 3A</u>	<u>03/20/18</u>	<u>03/26/18</u>	<u>17,741</u>
<u>Acorn Ministorage of Brevard</u>	<u>Acorn Mini-Storage</u>	<u>05/01/18</u>	<u>09/17/18</u>	<u>16,968</u>
<u>Z Development Services</u>	<u>Arby's Site Plan</u>	<u>08/21/18</u>	<u>08/28/18</u>	<u>1,580</u>
Total - Approved Contribution Amounts for Project 6				<u>\$231,447</u>
Grand Total - All Projects				<u>\$5,553,337</u> <u>5,786,711</u>

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years.

Total contributions received through fair share agreements through 9/30/17 to 9/30/18. Total contributions include actual project costs for projects 1, 2, 3 and 4 which have been completed. Total contributions, on projects 3-5 and 56, include estimated project costs and contingency funding for potential cost overruns.

SOURCE: City of Port Orange, Department of Finance, Department of Community Development, 2017 to 2018

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
Water	1,850,000	4,275,000	3,875,000	1,295,000	725,000	850,000	12,870,000
Sanitary Sewer	1,700,000	4,935,000	7,900,000	4,925,000	1,950,000	1,500,000	22,910,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	2,393,000	1,906,000	1,666,000	971,000	820,000	570,000	8,326,000
Transportation	942,000	3,817,000	3,006,000	1,020,000	1,318,000	5,150,000	15,253,000
Total Capital Improvements	6,985,000	15,033,000	16,547,000	8,311,000	4,913,000	8,170,000	59,959,000

Facility Type	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Water	—875,000	—1,250,000	1,275,000	1,070,000	—1,100,000	—725,000	—6,295,000
Sanitary Sewer	—1,300,000	—2,410,000	4,875,000	4,900,000	—1,925,000	—1,950,000	—17,360,000
Water & Sewer	—100,000	—100,000	—100,000	—100,000	—100,000	—100,000	—600,000
Drainage	—2,510,000	—679,000	—	—	—	—	—3,189,000
Transportation	—862,000	—3,409,000	1,190,000	—814,000	—1,643,000	—4,350,000	—12,268,000
Recreation	—100,000	—1,500,000	—	—	—	—	—1,600,000
Total Capital Improvements	—5,747,000	—9,348,000	7,440,000	6,884,000	—4,768,000	—7,125,000	—41,312,000

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	Total
Capital Projects (301)	810,000	1,184,000	1,007,000	800,000	800,000	800,000	5,401,000
General Capital Rplcmnt Fund (317)	—	—	—	—	—	—	—
Water/Sewer Operating (401)	1,400,000	1,200,000	1,400,000	1,200,000	1,200,000	1,200,000	7,600,000
Water/Sewer R&R (403)	650,000	4,410,000	1,175,000	1,570,000	1,425,000	1,100,000	10,330,000
Water/Sewer Impact (405)	1,600,000	2,600,000	6,300,000	2,550,000	150,000	150,000	13,350,000
Drainage Construct/Operating (412)	999,000	1,565,000	1,666,000	971,000	820,000	570,000	6,591,000
Proportionate Fair Share / Other / Grant	1,394,000	2,116,000	3,000,000	1,000,000	—	—	7,510,000
TPO Funds	132,000	758,000	1,999,000	—	—	—	2,889,000
Developer Fairshare Contr. (Planned)	—	1,200,000	—	220,000	518,000	4,350,000	6,288,000
Total Committed and Planned Funds	6,985,000	15,033,000	16,547,000	8,311,000	4,913,000	8,170,000	59,959,000

Fund	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Capital Projects (301)	—804,000	885,000	—228,000	—99,000	—225,000	—	—2,241,000
General Capital Rplcmnt Fund (317)	—100,000	260,000	—	—	—	—	—360,000
Water/Sewer Operating (401)	—550,000	1,450,000	1,450,000	1,400,000	—1,200,000	—1,200,000	—7,250,000
Water/Sewer R&R (403)	—900,000	1,385,000	1,400,000	1,370,000	—1,375,000	—1,425,000	—7,855,000
Water/Sewer Impact (405)	—825,000	925,000	2,400,000	2,300,000	—550,000	—150,000	—7,150,000
Drainage Cnstr/Oprtnng (412)	—797,000	329,000	—	—	—	—	—1,126,000
Proportionate Fair Share/Other/Grant	—1,713,000	2,525,000	1,000,000	1,000,000	—	—	—6,238,000

CAPITAL IMPROVEMENTS ELEMENT

TPO Funds	—58,000	—389,000	—962,000	—495,000	—900,000	—	—2,804,000
Developer Fairshare Contr. (Planned)	—	1,200,000	-	220,000	—518,000	4,350,000	—6,288,000
Total Committed and Planned Funds	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, ~~2017~~2018

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
TPO TRANSPORTATION IMPROVEMENT PLAN*

*There are no concurrency-realted improvements in the ~~2017/18 — 2021/22~~2018/19 – 2022/23 TPO TIP.

SOURCE: TPO TIP FY ~~2017/18 — 2021/22~~2018/19 – 2022/23; City of Port Orange, Department of Community Development, ~~2017~~2018

Table 6 identifies public school facilities improvements included in the first five years of the ~~2016/17 — 2020/21~~2018/19 – 2022/23 Volusia County School District Work Program.

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Major Projects - New Construction					
<u>Chisholm Elm - Replacement</u>	<u>2,000,000</u>				
<u>Deltona Middle – Master Plan</u>			<u>50,000,000</u>		<u>3,000,000</u>
<u>George Marks Elm – Master Plan</u>	<u>2,000,000</u>	<u>21,000,000</u>		<u>2,000,000</u>	
<u>NSB Middle – Reno. and Additions</u>				<u>5,000,000</u>	<u>6,000,000</u>
<u>Osceola Elm – Master Plan</u>		<u>2,000,000</u>		<u>20,000,000</u>	<u>2,000,000</u>
<u>Tomoka Elm – Master Plan</u>				<u>2,000,000</u>	<u>25,000,000</u>
<u>Woodward Elm - Reno. and Additions</u>					<u>2,000,000</u>
Total New Construction	<u>4,000,000</u>	<u>23,000,000</u>	<u>50,000,000</u>	<u>29,000,000</u>	<u>38,000,000</u>
Projects at Existing Schools & Facilities					
<u>Atlantic HS – Upgrade HVAC Bldgs. 9 and 10</u>		<u>390,000</u>			
<u>Atlantic HS – Campus Wide Reroof</u>	<u>260,000</u>	<u>3,200,000</u>			
<u>Atlantic HS -New Digital Marquee</u>	<u>100,000</u>				
<u>Atlantic HS – Upgrade Fire Alarm and Intercom</u>	<u>1,000,000</u>				
<u>Brewster Center – Replace South Low Roof</u>	<u>65,000</u>				
<u>Brewster Center – Interior Renovations</u>				<u>3,000,000</u>	
<u>Campbell Middle – HVAC Unit Replacements</u>		<u>1,300,000</u>			
<u>Charter School – Capital Outlay from LCIF</u>		<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>2,000,000</u>
<u>Creekside Middle – Upgrade HVAC Bldgs 1, 3, 4, 6, 8 and 10</u>	<u>1,950,000</u>				

CAPITAL IMPROVEMENTS ELEMENT

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
<u>DeLand HS – Upgrade Auditorium Chiller Plant</u>	<u>600,000</u>				
<u>DeLand HS – Upgrade Lighting to LED Campus Wide</u>		<u>875,000</u>			
<u>DeLand HS – Replace Gym Floors</u>	<u>200,000</u>				
<u>DeLand HS – Upgrade Fire Alarm and Intercom</u>	<u>1,300,000</u>				
<u>Deland Warehouse - Leases</u>	<u>105,060</u>	<u>107,161</u>	<u>109,304</u>	<u>111,490</u>	
<u>Deltona HS – ADA Accessibility</u>		<u>2,000,000</u>			
<u>Deltona Transportation – Site Improvements</u>				<u>1,500,000</u>	
<u>Enterprise Elm - Renovations</u>					<u>6,000,000</u>
<u>Facilities Services – Upgrade Chiller Plant</u>		<u>750,000</u>			
<u>Freedom Elm – Renovate Parent Loop and Parking</u>			<u>400,000</u>		
<u>Galaxy Mid – Campus Wide Grounding</u>	<u>100,000</u>				
<u>Galaxy Mid – Upgrade Door Hardware</u>		<u>700,000</u>			
<u>Heritage Mid – Upgrade HVAC Bldgs 2, 3, 5, 6 and 9</u>	<u>1,800,000</u>				
<u>High Banks Learning Center – Renovate North Parking Lot</u>				<u>140,000</u>	
<u>Hinson Mid – Campus Wide HVAC</u>				<u>1,300,000</u>	
<u>Holly Hill School (K8) – Refinish Concrete Floors Bldg 12</u>	<u>160,000</u>				
<u>Holly Hill School (K8) – Replace Millwork Bldgs 1 -10</u>	<u>500,000</u>				
<u>Mainland HS – LED Lighting Upgrade Campus Wide</u>	<u>650,000</u>				
<u>New Smyrna Beach HS – Upgrade BAS Campus Wide</u>	<u>410,000</u>				
<u>New Smyrna Beach HS – Upgrade Auditorium Flooring and Seating</u>	<u>275,000</u>				
<u>Pathways Elm – Expand Driveway Exit Lanes</u>	<u>100,000</u>				
<u>Pine Ridge HS – Campus Wide Reroof</u>	<u>3,250,000</u>				
<u>Pine Ridge HS – Upgrade HVAC, Ceiling and Lighting Bldg 8</u>	<u>1,900,000</u>				
<u>Port Orange Elm – Repair Floor Joists, 2nd Floor</u>	<u>70,000</u>				
<u>Portables - Lease</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	
<u>Potables – Moves & Compliance</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	
<u>River Springs Mid – Elevated Walkway Repairs</u>	<u>100,000</u>				
<u>Riverview Learning Center – Moisture Intrusion Stucco Repairs</u>	<u>150,000</u>				
<u>R.J. Longstreet Elm – Metal Reroof Bldgs 3 -8</u>	<u>575,000</u>				
<u>R.J. Longstreet Elm – Extended Parent Pick-up Loop</u>	<u>400,000</u>				
<u>Seabreeze HS – Reroof Media Center</u>	<u>200,000</u>				
<u>Seabreeze HS – Replace Gym Floor</u>	<u>150,000</u>				
<u>Seabreeze HS – Upgrade Chiller Water Plant</u>	<u>1,990,000</u>	<u>1,990,000</u>			
<u>Spruce Creek Elm – Replace All Campus Windows</u>		<u>1,000,000</u>			
<u>Starke Elm – Reroof Media Center</u>	<u>150,000</u>				
<u>Starke Elm - Renovations</u>			<u>500,000</u>	<u>4,000,000</u>	
<u>Sunrise Elm – Campus Wide Reroof</u>		<u>1,200,000</u>			

CAPITAL IMPROVEMENTS ELEMENT

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
<u>Sunrise Elm - Replace Boiler and Piping</u>	<u>100,000</u>				
<u>Westside Elm – Reno. and Additions</u>		<u>2,000,000</u>			
<u>Various Schools – Infrastructure for Technology</u>	<u>700,000</u>	<u>700,000</u>	<u>700,000</u>	<u>700,000</u>	<u>700,000</u>
<u>Various Schools – Media Center Retrofits</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
<u>Various Schools – Minor Projects</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
<u>Various Schools – Facilities Review Projects</u>		<u>11,000,000</u>	<u>11,000,000</u>	<u>11,000,000</u>	<u>11,000,000</u>
<u>Various Schools - Security</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>
<u>Various Schools – HS Athletics</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>
<u>Total Major Projects at Existing Schools & Facilities</u>	<u>26,810,060</u>	<u>36,212,161</u>	<u>21,709,304</u>	<u>30,751,490</u>	<u>26,700,000</u>
<u>Facilities Management</u>					
<u>Facilities Mngment - Various Projects</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
<u>Technology</u>					
<u>Network, EDP& Communications Equipment</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>
<u>System Wide Equipment & Vehicles</u>					
<u>Various Schools & Dept Furn.& Equip.</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
<u>Buses</u>					
<u>Transp. Dept - Bus Replacement</u>	<u>2,690,872</u>	<u>2,463,773</u>	<u>2,463,773</u>	<u>2,185,200</u>	<u>2,185,200</u>
<u>PROJECT TOTALS</u>	<u>46,000,932</u>	<u>74,175,934</u>	<u>86,673,077</u>	<u>74,436,690</u>	<u>79,385,200</u>
<u>Transfers - To General Fund</u>	<u>8,245,831</u>	<u>6,554,431</u>	<u>4,554,431</u>	<u>4,604,458</u>	<u>3,637,895</u>
<u>Transfers - To Debt Service</u>	<u>24,677,338</u>	<u>24,678,188</u>	<u>24,676,013</u>	<u>24,672,188</u>	<u>24,676,525</u>
<u>Total Transfers</u>	<u>32,923,169</u>	<u>31,232,619</u>	<u>29,230,444</u>	<u>29,276,646</u>	<u>28,314,420</u>
<u>GRAND TOTAL</u>	<u>78,924,101</u>	<u>105,408,553</u>	<u>115,903,521</u>	<u>103,713,336</u>	<u>107,699,620</u>

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<u>Major Projects – New Construction</u>					
<u>Bonner Elm – Master Plan</u>		<u>10,000,000</u>	<u>1,000,000</u>		
<u>Chisholm Elm – Replacement</u>	<u>14,000,000</u>	<u>2,000,000</u>			
<u>Chisholm Elm – Additional Capacity</u>	<u>5,000,000</u>				
<u>Deltona Middle – Master Plan</u>	<u>2,000,000</u>		<u>50,000,000</u>	<u>3,000,000</u>	
<u>George Marks Elm – Master Plan</u>	<u>2,000,000</u>	<u>17,000,000</u>	<u>2,000,000</u>		
<u>George Marks Elm – Additional Cpety</u>		<u>3,000,000</u>			
<u>Pierson Elm – Replacement FF&E</u>	<u>2,000,000</u>				
<u>Read Pattillo K-8 – Replacement</u>				<u>2,000,000</u>	<u>19,000,000</u>
<u>Read Pattillo K-8 – Additional Cpety</u>					<u>6,000,000</u>
<u>Tomoka Elm – Master Plan</u>		<u>2,000,000</u>		<u>18,500,000</u>	<u>2,500,000</u>
<u>Tomoka Elm – Additional Capacity</u>				<u>1,500,000</u>	
<u>Total New Construction</u>	<u>25,000,000</u>	<u>34,000,000</u>	<u>53,000,000</u>	<u>25,000,000</u>	<u>27,500,000</u>
<u>Projects at Existing Schools & Facilities</u>					
<u>Atlantic HS – HVAC Units & Chiller Upgrade</u>	<u>1,800,000</u>				
<u>Brewster Center – Interior Renovations</u>				<u>3,000,000</u>	
<u>Charter School Capital Outlay from LCIF</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
<u>Creekside Mid – HVAC Bldgs 6,8,2,10</u>	<u>1,200,000</u>	<u>1,200,000</u>			
<u>DeLand Warehouse – Lease</u>	<u>103,000</u>	<u>105,060</u>	<u>107,161</u>	<u>109,304</u>	<u>111,490</u>
<u>DeLand HS – Upgrade Fire Alarm & Intercom</u>		<u>1,300,000</u>			
<u>DeLand Mid – HVAC, Ceiling Lighting</u>	<u>10,500,000</u>				
<u>Deltona HS – ADA Accessibility</u>			<u>2,000,000</u>		

CAPITAL IMPROVEMENTS ELEMENT

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Deltona Trans/Maint—Pavement Improvements				1,500,000	
Enterprise Elm—Renovations				1,000,000	5,000,000
Freedom Elm—Renovate Parent Loop/Parking			380,000		
Heritage Mid—HVAC	1,600,000	1,600,000	1,600,000	1,600,000	
High Banks Lrn Ctr—Renovate North Parking Lot			140,000		
Hinson Mid—Media HVAC & Bldg AC Units	1,300,000				
Indian River Elm—Replace Heat Pump & Piping	1,500,00				
Longstreet Elm—Renovate Admin & Media Center				1,000,000	5,000,000
New Smyrna Beh Mid—Renovations & Additions				1,000,000	10,000,000
Orange City Elm—Renovations & Additions		1,500,000	12,000,000	1,500,000	
Ortona Elm—Reno & Site Imprvmnts				1,000,000	4,000,000
Osceola Elm—Renovations			1,500,000	12,000,000	1,500,000
Pathways Elm—Campus Reroof	1,150,000				
Pine Ridge HS—Campus Reroof	260,000	3,000,000			
Pine Ridge HS—Chiller 3 & 4 & Bldg 2 HVAC	1,650,000				
Portables—Lease	100,000	100,000	100,000	100,000	100,000
Portables—Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Seabreeze HS—Chilled Water Plant	180,000	180,000	180,000		
Spruce Creek Elm—Replace all Campus Windows			1,000,000		
Spruce Creek HS—Master Plan	2,000,000		20,000,000		
Starke Elm—Renovations				500,000	4,000,000
Sunrise Elm—Reroof Campus	120,000	1,300,000			
Various Facilities—Facilities Review Projects	10,644,000	11,000,000	11,000,000	11,000,000	11,000,000
Various Schools—High School Athletics	1,640,000	1,470,000	1,510,000	1,565,000	1,565,000
Various Schools—Infrastructure for Technology	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Various Schools—Media Center Retrofits	500,000	500,000	500,000	500,000	500,000
Various Schools—Minor Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Various Schools—Security	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Westside Elm—Reno & Addition	13,000,000		1,500,000		
Westside Elm—Additional Capacity	2,000,000		500,000		
Woodward Elm—Reno & Addition		1,000,000		10,000,000	2,000,000
Total Major Projects at Existing Schools & Facilities	58,147,000	32,775,060	62,537,161	54,274,304	51,676,490
Facilities Management					
Facilities Mngment—Various Projects	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Technology					
ERP Software—Enterprise Resource Planning	7,000,000	966,563	966,563	966,563	966,563
Network EDP & Communications Equipment	4,876,000	9,000,000	9,000,000	9,000,000	9,000,000
New District Financial & Student Software Systems	4,000,000				
Total Technology	15,876,000	9,966,563	9,966,563	9,966,563	9,966,563
System-Wide Equipment & Vehicles					
Various Schools & Dept Furn. & Equip.	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Equipment & Vehicles	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Buses					

CAPITAL IMPROVEMENTS ELEMENT

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Transportation Dept—Bus Rplemnt	2,868,408	2,760,176	2,760,176	2,760,176	2,760,176
PROJECT TOTALS	105,391,408	83,001,799	131,763,900	95,501,043	95,403,229
Transfers					
Transfers—To General Fund	6,962,268	4,962,268	2,962,268	2,962,268	2,962,268
Transfers—To Debt Service	24,743,921	38,477,338	38,478,188	38,476,013	38,472,188
Total Transfers	31,706,189	43,439,606	41,440,456	41,438,281	41,434,456
GRAND TOTAL	137,097,597	126,441,405	173,204,356	136,939,324	136,837,685

Source: Volusia County School District, Work Program adopted September ~~26,2017~~9,2018

IMPLEMENTATION

5-YEAR SCHEDULE OF IMPROVEMENTS

The 5-Year Schedule of Improvements (Table 1) is the mechanism by which the City can effectively stage the timing, location (see Figure 10-1), projected cost, and revenue sources for the capital improvements derived from the other Comprehensive Plan Elements. This table lists only those capital projects that will be funded by the City of Port Orange as part of its annual Capital Improvement Program. Based upon the Inventory, Analysis, and Goals, Objectives, and Policies of this Element, the 5-Year Schedule of Improvements has been developed to document the financial feasibility of the City of Port Orange's *Comprehensive Plan*.

MONITORING AND EVALUATION

The role of monitoring and evaluation is vital to the effectiveness of any Comprehensive Plan and particularly for the Capital Improvements Element. As part of the annual budgeting process, the City evaluates the status of all scheduled capital improvements and the overall status of public facilities in relation to current and projected demand. This evaluation ensures that revisions to the budget, work programs, the Capital Improvements Program and this Comprehensive Plan may be made as necessary to provide facilities in a timely and financially feasible manner, consistent with adopted level-of-service standards. This review is coordinated by the Capital Improvements Project Manager. In addition, the issuance of development orders and development permits is monitored continuously to ensure consistency with this Plan.

The City's annual review includes the following considerations, which are also evaluated each year to determine their continued applicability:

- 1) Any corrections, updates, and modifications concerning costs; revenue sources; acceptance of facilities pursuant to dedications which are consistent with the element; or the date of construction of any facility listed in this Element,
- 2) The Capital Improvement Element's consistency with the other Elements and its support of the Future Land Use Element.
- 3) The City's ability to provide public facilities and services within the Urban Service Area in order to determine any need for boundary modification or adjustment.
- 4) The priority assignment of existing public facility deficiencies.
- 5) The City's progress in meeting those needs that are determined to be existing deficiencies.
- 6) The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority.
- 7) The City's effectiveness in maintaining the adopted LOS standards.
- 8) The City's effectiveness in reviewing the impacts of plans and programs of state agencies and water management districts that provide public facilities within the City's jurisdiction.
- 9) The effectiveness of impact fees, and mandatory dedications or fees in lieu of, for assessing new development a pro rata share of the improvement costs which they generate.

CAPITAL IMPROVEMENTS ELEMENT

- 10) The impacts of special districts and any regional facility and service provision upon the City's ability to maintain its adopted LOS standards.
- 11) The ratio of outstanding indebtedness to the property tax base.
- 12) Efforts made to secure grant or private funds, whenever available to finance the provision of capital improvements.
- 13) The transfer of any unexpended account balances.
- 14) The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment.
- 15) Capital improvements needed for the latter part of the planning period, for inclusion in the 5-Year Schedule of Improvements.

CONCURRENCY MANAGEMENT SYSTEM

OVERVIEW

The purpose of a Concurrency Management System is to provide the necessary regulatory mechanism for evaluating development orders to ensure that the level-of-service standards adopted as part of the *Comprehensive Plan* are maintained. The system consists of three primary components: 1) an inventory of existing public facilities for which concurrency is to be determined; 2) a concurrency assessment of each application for a final development order or permit; and 3) a schedule of improvements needed to correct any existing public facility deficiencies. Under this system, and according to the Florida State Legislature, no development orders may be issued which will cause a public facility to operate below its adopted level-of-service standard. However, development orders may be conditioned such that needed public facility improvements will be in place concurrent with the impacts of the proposed development.

In order to ensure that all public facilities included within this system are available concurrent with the impacts of development, concurrency will be determined during the final site plan or final subdivision plan approval process. All development orders and permits will specify any needed improvements and a schedule for their implementation. Thus, while some required improvements may not have to be completed until a certificate of occupancy is applied for, the requirements for the certificate of occupancy will have already been specified as a condition of approval of the original development order. If a development proposal can not meet the test for concurrency, then it may not proceed under any circumstances and no development orders or permits may be issued. Likewise, if a development fails to meet a condition of approval once it has commenced, then no additional development orders, permits, or certificates of occupancy may be issued.

APPLICABILITY

Prior to the granting of a development order, all applications for a final site plan or final subdivision plan shall be reviewed for concurrency consistent with the provisions and requirements of this system. Development orders may be issued only upon a finding by the City that the public facilities addressed under the Concurrency Management System will be available concurrent with the impacts of the development.

All applicants for development permits shall be required to provide all information deemed necessary by the City so that the impacts of the proposed development may be accurately assessed.

The City's land development regulations specifically list the application requirements for development permits that reflect the informational needs for the determination of concurrency, and application forms have been developed accordingly.

DEPARTMENT OF COMMUNITY DEVELOPMENT

The City's Department of Community Development is responsible for the four primary tasks which are described below. The Director of Community Development may delegate all or a part of these functions to the employees within this Department. The four tasks are: 1) maintaining an inventory of existing public facilities and capacities or deficiencies; 2) determining concurrency of proposed development which does not require City Council approval; 3) providing advisory concurrency assessments and recommending conditions of approval to the City Council for those applications for development orders which require City Council approval; and 4) reporting the status of all public facilities covered under this system to the City's Capital Improvement Facilities Project Manager and recommending a schedule of improvements for those public facilities found to have existing deficiencies.

CAPACITY AND LEVEL-OF-SERVICE INVENTORY

The Department of Community Development collects, and makes available to the public, information on certain facilities as described below in Table 7. The information has been available since November 1, 1990 and is updated annually thereafter. The provisions and requirements of the Concurrency Management System apply only to those facilities listed in Table 7.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
PUBLIC FACILITIES CAPACITIES AND LEVEL-OF-SERVICE INVENTORY
FOR CONCURRENCY MANAGEMENT

The following inventories shall be maintained by the Department of Community Development to be used for the concurrency assessment of new development.

TRANSPORTATION

Design capacity of different roadway types and bikeways.

The existing level of service measurement.

Analysis of specific facilities.

The service degradation on those facilities classified as backlogged, based on the methodology described in the Transportation Element of this Plan.

The adopted level of service standards for all roadway types and desired level of service standard for bikeways.

The existing capacities or deficiencies of the transportation system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the transportation system in the current fiscal year by the City, Volusia County, the Florida Department of Transportation, or other public agency and the impact of such improvements on the existing capacities or deficiencies.

SANITARY SEWER

The design capacity of the wastewater treatment facilities.

The existing level-of-service standards measured by the average number of gallons per day unit based on the average flows experienced at the treatment plant and the total number of equivalent residential units within the service area.

The adopted level-of-service standard for average daily flows per equivalent residential unit.

The existing deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

POTABLE WATER

Permitted groundwater withdrawal capacity as per the City's Consumptive Use Permit.

The design capacity of potable water treatment facilities.

The existing level of service measured by the average number of gallons per day per unit based on the average flows experienced and the total number of equivalent residential units within the service area.

The existing potable water storage capabilities of the water system.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
(Continued)

POTABLE WATER (Continued)

The existing minimum water pressure.

The adopted level-of-service standards for the potable water facility components.

The existing capacities or deficiencies of the system.

The capacities reserved for approved but unbuilt development.

The improvements to be made to the facility in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the facility in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

SOLID WASTE DISPOSAL

The design capacity of solid waste disposal facilities.

The existing level of service measured by the number of units served per route.

The adopted level-of-service standard for solid waste.

The capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the system in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the system in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

STORMWATER DRAINAGE

The existing level of service measured by storm event.

The adopted level-of-service standard for stormwater drainage quantity and quality.

RECREATION AND OPEN SPACE

The existing acreage of parkland and the existing number of recreation facilities in the Recreation and Open Space Element of this Plan.

The existing level of service measured by the number of acres of parkland available per 1,000 residents of the City based on an inventory of parklands in the City and the population of the City.

The existing level of service for recreation facilities measured by the adopted standard based on an inventory of the facilities in the City and the population of the City.

The adopted level-of-service standards for parkland acreage and individual recreation facilities in the Recreation and Open Space Element of this Plan.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 7
(Continued)

RECREATION AND OPEN SPACE (Continued)

The existing capacities reserved for approved but unbuilt development.

The projected capacities or deficiencies due to approved but unbuilt development.

The improvements to be made to the recreation facilities in the current fiscal year by any approved developments pursuant to previous development orders and the impact of such improvements on the existing capacities or deficiencies.

The improvements to be made to the recreation facilities in the current fiscal year by the City and the impact of such improvements on the existing capacities or deficiencies.

PUBLIC SCHOOL FACILITIES*

The existing level-of-service for each School Concurrency Service Area.

The adopted level-of-service standard for each School Concurrency Service Area.

The existing and projected deficiencies of the system.

The number of approved residential units and their projected students that have received school concurrency certificates, but whose units are not constructed.

The projected capacities and level-of-service due to approved but unbuilt residential development.

The improvements to be made by any approved developments pursuant to Capacity Enhancement Agreements and/or Mitigation Agreements and the projected impact of such improvements on school capacities and the adopted level-of-service.

*The Public School Facilities inventories are maintained by the School Board of Volusia County.

Source: City of Port Orange, 2009

CONCURRENCY ASSESSMENT

The Department of Community Development is responsible for determining concurrency for all applications of development orders for final site plans and/or applications of development orders for final site plans and/or final subdivision plans. When reviewing applications for such development orders, the Department performs a Concurrency Assessment to ensure that public facilities are available concurrent with the impacts of the proposed development. To conduct the assessment, the inventory presented in Table 7 is used as a base for the establishment of existing conditions. The capacity of existing public facilities to service new development shall then be determined by using the general rules presented in Table 8 and the facility-specific rules presented in Table 9. Finally, a determination of concurrency is made. Such determination may include conditions of approval which are deemed necessary for concurrency to be ensured.

The Department of Community Development provides recommendations to the Planning Commission and City Council concerning those development order applications which require Planning Commission and City Council approval. The comments and recommendations provided by the Department include, but are not limited to:

1. the ability of existing facilities to accommodate the proposed development at the adopted level-of-service standards;
2. any existing facility deficiencies that will need to be corrected prior to the completion of the proposed development;
3. the facility(s) improvements or additions that will be needed to accommodate the impacts of the proposed development at the adopted level(s)-of-service standard(s);
4. the date such facility(s) improvements or additions will need to be completed to be concurrent with the impacts on such facility(s) created by the proposed development; and
5. a recommendation of approval or denial with any applicable conditions for the timing and location of needed improvements.

Prior to the issuance of a development order for a proposed new development, the City Council and/or the Department of Community Development determines:

1. the impacts created by the proposed development;
2. whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted level;
3. those facility(s) improvements or additions that are required to ensure the finding of concurrency; and
4. the entity responsible for the design and installation of all required facility(s) improvements or additions.
5. whether the development will have to participate in a Concurrency and Fair Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance.

The adopted level-of-service standards are the minimum acceptable standards with which all proposed new development shall comply. The Concurrency Management System does not preclude the Planning Commission or the City Council from imposing other conditions of approval, including improvements and additions to the facilities covered under this system beyond the minimums necessary to achieve concurrency.

FACILITIES REPORTING

Annually, the Department of Community Development reports to the City Council the information required in Table 7. The report includes the degree of any deficiencies and a summary of the impacts the deficiencies will have on the approval of development orders. The Department of Community Development then recommends a schedule of improvements necessary to prevent a moratorium or a reduction in the approval of development orders.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 8
GENERAL RULES FOR CONCURRENCY ASSESSMENT

EXISTING DEFICIENCIES

No development may be approved which will impact any facility which is currently deficient unless the facility is required to be improved in the current fiscal year pursuant to a previous development order or permit, except within the Transportation Concurrency Exception Area. Any needed improvements shall be completed prior to the projected impacts of the proposed development as required by Table 7. Developments within the Town Center TCEA shall be required to provide funding contributions or mobility improvements commensurate with anticipated level of impact to the overall transportation system and shall be credited for any mobility improvements or programs deemed acceptable by the City as a means of offsetting such mobility impacts.

APPROVED IMPACTS

The impacts of new development shall be assessed against the existing conditions as described in Table 7 and the projected impacts from approved but unbuilt development. These two items together shall be considered the existing conditions for all public facilities for the impact assessment of all proposed development.

PHASING

Development that is proposed to be phased may also phase the improvement of facilities provided the concurrency requirements for each facility as described in Table 7 are met.

TIME SPECIFIC APPROVAL

All development approvals shall have a time period specified in the development order or permit in which development must commence. The time period may involve two or more phases but the timing of each phase shall be specified in the development order or permit.

Any required improvements shall also require a time period for construction and completion. Should development or facilities improvements fail to begin or be completed in accordance with the development order or site construction permit, all outstanding approvals of the development shall expire. Amendments to time schedules shall be permitted but must be approved consistent with the procedures established in the Land Development Code.

ADDITIONAL INFORMATION

The Department of Community Development may require additional information from applicants or other City Departments in order for an accurate assessment to be conducted. Such additional informational requests shall be reasonable and be provided in writing to the applicant or appropriate Department.

Should the Department of Community Development require a special study (such as traffic counts on a road that is not regularly monitored), the applicant shall provide such information. Review and approval of proposed development may be postponed for a reasonable time period in order that more information may be gathered on a facility. Proposed development may be denied approval, for failure of the applicant to provide adequate information on the projected impacts created by the development.

Source: City of Port Orange, 2009

CAPITAL IMPROVEMENTS ELEMENT

TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION

Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the TownCenter TCEA to develop, monitor, and adjust mobility strategies.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.

SANITARY SEWER

The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.

POTABLE WATER

The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water.

Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 9
(Continued)

SOLID WASTE

The City's Land Development Code provides solid waste generation standards based on land use types. Commercial and industrial developments which are potential hazardous waste generators shall provide a description and estimate of tonnage of solid waste to be generated. The applicant will be responsible for coordinating with Volusia County for disposal of such waste. The City will then obtain written approval from Volusia County that the proposed development's hazardous waste generation can be accommodated at the County's landfill.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place.

STORMWATER DRAINAGE

All development shall prepare a drainage plan based on the Stormwater Management regulations which incorporate the level-of-service design storm. Such plans shall be approved by the City's Storm Drainage Engineer prior to the approval of the development.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of that portion of the development receiving the building permit shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of a Certificate of Occupancy.

RECREATION

The City's Land Development Code provides recreation standards for residential uses. Commercial and industrial developments shall not be assessed as having an impact on recreational facilities. However, the City reserves the right to require the provision of recreational facilities a part of Planned Commercial Developments.

Prior to the issuance of a building permit, all facility improvements necessary to accommodate the impacts of the entire development shall be approved and a schedule established for their implementation such that all improvements shall be completed prior to the issuance of the last Certificate of Occupancy.

PUBLIC SCHOOLS

The Interlocal Agreement for Public School Facilities Planning, the Public School Facilities Element, and the City's Land Development Code provides district-wide level-of-service standards for all school types and establishes Concurrency Service Areas for each school type.

The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school, consistent with the adopted level-of-service. Prior to the issuance of the Final Development Order for a residential development or a development with a residential component, facility capacity necessary to accommodate the impacts of that portion of the development receiving a Development Order shall be in place or planned for construction within the first three years of the adopted five-year School District Capital Improvement Program. If the necessary facility capacity will not be in place or under construction within three years of the time of the development approval, the developer has the option to enter into negotiations for a Mitigation Agreement and development approval will be subject to the execution of the Mitigation Agreement.

Source: City of Port Orange, 2009

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: CAPITAL IMPROVEMENTS

THE CITY SHALL UNDERTAKE NECESSARY ACTIONS TO ECONOMICALLY AND EFFICIENTLY PROVIDE NEEDED PUBLIC FACILITIES AND SERVICES TO ALL RESIDENTS WITHIN ITS JURISDICTION IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, MAXIMIZES THE USE OF EXISTING FACILITIES, AND PROMOTES ORDERLY COMPACT URBAN GROWTH.

Objective 1.1: Capital improvements will be provided to correct existing deficiencies, to accommodate anticipated future growth, and to replace outdated and obsolete facilities, as indicated in the Schedule of Improvements of this Element.

Policy 1.1.1: The City shall include all projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan and determined to be of relatively large scale in cost (\$25,000 or greater) as Capital Improvement Projects to be included in the Schedule of Improvements of this Element;

Policy 1.1.2: The City shall, for accounting purposes, also include into this Element Debt Service and Operating expenditures.

Policy 1.1.3: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the City's annual Capital Improvement Program which are designed to correct existing deficiencies as listed in the various other Elements of this Plan.

Policy 1.1.4: The City will continue its current program providing for renewal and replacement of capital facilities as outlined in the various Elements of this Plan.

Policy 1.1.5: The Capital Improvements Coordinating Committee, composed of senior staff from operating departments and Finance, shall evaluate and rank on an annual basis in order of priority the projects proposed to be included in the Schedule of Improvements.

Policy 1.1.6: Proposed City capital improvement projects shall be evaluated and ranked in order of priority according to the following criteria:

- A. Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of those facilities already in place.
- B. Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas lacking full service, or promotes in-fill development.
- C. Whether the project represents a logical extension of facilities and services and is coordinated with the plans of state agencies that provide facilities within

- the City.
- D. Whether the project implements the policies of this Comprehensive Plan as they pertain to the concurrency requirements or mobility strategies in support of the City's Town Center TCEA.
 - E. Whether the project is financially feasible.

Policy 1.1.7: The potential for reducing Vehicle Miles Traveled (VMTs) and green house gas (GHG) emissions should be considered in all location and investment decisions for public facilities.

Objective 1.2: Future development will bear a proportionate cost of facility improvements or mobility strategies necessitated by the development in order to maintain the adopted level-of-service standards or to maintain mobility within the City's Town Center Transportation Concurrency Exception Area (TCEA).

Policy 1.2.1: The City will continue to collect impact fees from development projects to pay for the provision of public facilities and services required by those projects.

Policy 1.2.2: The City shall consider the use of other impact fees to fund TCEA mobility strategies.

Policy 1.2.3: All new development shall be required to donate or reserve their fair share of right-of-way adjacent to major roadways prior to the issuance of a final development order.

Policy 1.2.4: All new development shall be required to pay its proportionate fair share toward transportation LOS and mobility improvements necessary to provide capacity for its impacts.

Objective 1.3: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 1.3.1: In providing capital improvements, the City shall limit the maximum ratio of outstanding indebtedness to no greater than 15% of the property tax base.

Policy 1.3.2: The City shall continue to adopt a Capital Improvement Program and an Operating Budget on a yearly basis as part of this budgeting process for implementation of the Goals, Objectives, and Policies set forth in this Comprehensive Plan.

Policy 1.3.3: The City shall continue to apply for and secure grants or private funds whenever available to finance the provision of capital improvements and other City improvement projects.

Policy 1.3.4: Prior to the issuance of Certificates of Occupancy, the City will provide for all public facilities needed to service development for which Development Orders were previously issued.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.

Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue and secure funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- Florida Department of Economic Opportunity (DEO)
- Florida Department of Transportation (FDOT)
- Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Parking credits
- Gas tax

Objective 1.4: The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and the availability of necessary public facilities to support such development at the time needed.

The Transportation Concurrency Exception Area provides concurrency exceptions for the issuance of development orders and permits for infill development and redevelopment based upon the multimodal transportation policies and strategies for mobility included in this Plan.

Policy 1.4.1: The City shall use the following Level-of-Service (LOS) standards in reviewing the impacts of new development and redevelopment upon public facility provision, except for the Roadways within the Transportation Concurrency Exception Area as described in the Transportation Mobility Element:

Sanitary Sewer --

Capacity: 160 gallons per equivalent residential unit per day. 1/10 gallon per square foot per day of commercial, industrial, or institutional development

Solid Waste --

Capacity: 3.21 pounds per capita per day; up to 1,350 residential units per curbside collection vehicle; 10 lbs/1,000 square feet of non-residential development

Potable Water --

Per Capita Consumption: 180 gallons per day per equivalent residential unit. 1/10 gallon per square foot per day of commercial, industrial, or institutional development; not to exceed CUP capacity for groundwater withdrawals

System Minimum Pressure during fire flow: 20 psi

Storage Provided: 50% of daily flow

Well Capacity: Meet or exceed CUP capacity for groundwater withdrawals

Normal Operating Pressure: 60-70 psi

Water Plant Capacity: Adequate for peak day. Three year lead time for planned expansion.

High Service Pumping: Peak hour with largest pump out of service. Expansion concurrent with treatment capacity.

Water Quality: Meet State and Federal Drinking Water Standards.

Drainage --

Quantity: 25-year, 24-hour storm event; per Drainage Sub-Element.

Quality: Reduction of pollutants to a level compatible with State Standards.

Transportation --

LOS C for FIHS and SIS roads

LOS E for City and County-maintained arterials and collectors

LOS D for Williamson Boulevard (*Spruce Creek* to Airport Road)
LOS D for State maintained non SIS or FIHS roadways, and
designated hurricane evacuation routes

Desired LOS D for bikeways

Recreation Standards for Facilities --

Parkland	7 acres / 1,000 persons
Ball Field	1 field / 5,000 persons
Basketball Court	1 court / 4,000 persons
Multipurpose Field	1 field / 3,500 persons
Tennis Court	1 court / 4,000 persons
Neighborhood Center	1 facility / 15,000 persons

Policy 1.4.2: Prior to the approval of an application for a final subdivision or development plan, the City will review the proposed application to ensure that public facilities and services needed to support the development are available concurrent with the impacts of such development based on the Concurrency Management System as set forth in the Capital Improvements Element (Tables 7, 8, and 9) and as provided in Goals 1 and 2 of the Transportation Mobility Element.

Policy 1.4.3: Provisions in the Comprehensive Plan that ensure public facilities and services standards will be met to satisfy the Concurrency requirement are listed below.

- A. The necessary facilities and services are in place or under construction at the time a development permit is issued; or
- B. A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur. For required roadway facilities, the construction commencement and completion date and source of funds for the necessary facility shall be adopted in the Capital Improvements Schedule; or
- C. The necessary facilities and services are guaranteed in an enforceable development agreement. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or
- D. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within three years of the development approval; or
- E. The necessary facilities and services are guaranteed in an enforceable development agreement which required the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit; or
- F. The necessary facilities and services are guaranteed in an adopted CIP but are not funded for construction within the first three years, and the development has entered into a Fair-Share Agreement to pay its proportionate fair share toward the required facilities.

For potable water, sewer, solid waste, and drainage facilities, at a minimum, one of

provisions A-C must be met to satisfy the concurrency requirement. For parks and recreation and transportation facilities, any one of the provisions A-E must be met to satisfy the concurrency requirement. It should be noted, however, that concurrency for transportation facilities, as per provisions C and E, is predicated only upon development agreements which are subject to Chapter 163.3220 (Florida Local Government Development Agreement Act) or Chapter 380 (Land and Water Management), Florida Statutes. Pursuant to 163.3180 F.S., the portion of the City designated as a Transportation Concurrency Exception Area (TCEA) is not subject to State-mandated transportation concurrency requirements. In accordance with this statute, the City has developed mobility strategies which must be met for development to occur, in the TCEA. As development occurs, mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources. These must be guaranteed using any one of options above.

Policy 1.4.4: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- A. Be consistent with the Public Facilities Element and the Coastal Management Element and not contribute to a condition of public hazard.
- B. Be consistent with the Transportation Mobility Element; Public Facilities Element; and Recreation and Open Space Element and not intensify any existing public facility capacity deficits not envisioned within this plan.
- C. Generate public facility demands that may be accommodated by planned capacity increases.
- D. Conform with future land uses as shown on the future land use map, and Urban Service Areas as described in the Public Facilities Element of this Plan.
- E. Accommodate public facility demands based upon level-of-service standards by provision of facilities by the developer or by the City consistent with this element.
- F. Be consistent with state and regional agencies' and water management district's facilities plans.

Policy 1.4.5: The City shall include projects within the City's Five-Year Capital Improvements Program and the Capital Improvements Element to fund mobility and implement strategies to support the Town Center Transportation Concurrency Exception Area (TCEA). The identified projects will be prioritized consistent with the Transportation Mobility Element.

Policy 1.4.6: The City will work annually through the TPO's Transportation Improvement Program (TIP) with FDOT, the TPO and Volusia County to promote the inclusion of projects in their plans, programs and development regulations that maintain mobility within or that would benefit the TCEA in terms of mobility; and to identify joint funding strategies, including special assessment and developer contributions, that would allow for the acceleration of long range improvements for inclusion with the TIP or the City's 5-year Capital Improvements Schedule, as appropriate.

Policy 1.4.7: Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

GOAL 2: PUBLIC SCHOOL FACILITIES

PROVIDE FOR A FINANCIALLY FEASIBLE PUBLIC SCHOOL FACILITIES PROGRAM.

Objective 2.1: The City of Port Orange shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard. This level of service standard shall be consistent with the level of service standard adopted in the interlocal agreement entered into by the School Board and the local governments within Volusia County.

Policy 2.1.1: The level-of-service standard adopted by the City of Port Orange is the same as adopted by all local governments within Volusia County and by the School Board and shall be applied district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

Elementary Schools: 115% of permanent FISH capacity for the concurrency service area

K- 8 Schools: 115% of permanent FISH capacity for the concurrency service area.

Middle Schools: 115% of permanent FISH capacity for the concurrency service area

High Schools: 120% of permanent FISH capacity for the concurrency service area

Special Purpose Schools: 100% of permanent FISH capacity

Objective 2.2: The City of Port Orange shall cooperate with the School Board to ensure existing deficiencies and future needs are addressed consistent with adopted level of service standards for public schools.

Policy 2.2.1: By December 1 of each year, the City of Port Orange shall adopt as part of its Capital Improvement Element the Volusia County School District five year work program approved in September of each year as part of the School

District budget, including planned facilities and funding sources to ensure a financially feasible capital improvements program and to ensure the level of service standards will be achieved by the end of the five-year period.

Policy 2.2.3: The City of Port Orange shall coordinate with the School Board and adopt development requirements to ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.

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STAFF REPORT

CASE NO. 18-27500001

Comprehensive Plan Capital Improvements Element -
2018 Annual Update

REQUEST:	Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (November 15, 2018)
CITY COUNCIL:	December 18, 2018

INTRODUCTION:

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted in concept by City Council on August 7, 2018, by Resolution No. 18-22. It was formally adopted as part of the FY19 Operating and Capital Budgets on September 19, 2018 by Resolution No. 18-38 and 18-39 respectively. The CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY17/18 – 22/23) to the current year CIP (FY18/19 – 23/24) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

PURPOSE:

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

¹ Ch. 163.3177(3) F.S.

DISCUSSION:

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY 2018/19 – 2023/24 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program (Exhibit A, Tables 5 and 6).

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit A). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual Concurrency Management Report (CMR). The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2018 CMR identified that all public facilities and services subject to concurrency are at sufficient levels based on adopted Level-of-Service (LOS). The CMR also identified improvements that are planned or programmed to ensure that the City continues to maintain the adopted LOS.

RECOMMENDATION:

Staff recommends **approval** of the adoption of the 2018 CIE Annual Update.

ATTACHMENT:

Exhibit A – Annual Update to the CIE (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (F25) 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. 18-50000003

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Final Plat & Plans for the King's Landing Subdivision, Phase I - Case No. 18-50000003.

SUMMARY: Planning Commission Action (10/25/18): Recommended Approval

The applicant requests to modify the previously approved Subdivision Plat and Plans for the King's Landing Subdivision. The applicant's current proposal is to subdivide the +/- 82.2-acre property into separate phases. The initial phase (Phase 1) includes 24 single-family lots (23-one-acre lots and 1 - 20,000 square-foot lot), along with tracts for tree preservation, stormwater retention, future residential development, and open space. Any future phases to develop additional single-family lots will be separately evaluated at the time development applications for the future phases are submitted for review. 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 23 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). The one (1) - 20,000 square-foot lot is proposed to be developed along the north property boundary, east of the 1-acre lots of the subject property where the Future Land Use designation is Suburban Residential (2-4 units/acre) and the zoning designation is R-20 Single-Family Residential (R-20SF).

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Staff Report & Exhibit A	Staff Report.pdf
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2.	Exhibit B - Plat Kings Landing	Plat Kings Landing 11-2-18.pdf
3.	Exhibit C - Civil Plans Kings Landing	Civil Plans Kings Landing 11-2-18.pdf

Melanie Schmotzer	Created/Initiated - 11/29/2018
Tim Burman	Approved - 11/29/2018
Shannon Balmer	Approved - 12/05/2018
Jake Johansson	Approved - 12/06/2018
Robin Fenwick	Final Approval - 12/06/2018



STAFF REPORT

SUBDIVISION PLAT & PLANS /KING'S LANDING – Phase 1 CASE NO. 18-50000003

REQUEST:	Approval of the King's Landing Subdivision Plat and Plans (Phase 1)
LOCATION:	East side of Hensel Road, between East Hensel Hill Drive and Hills Boulevard (See Figure 1)
OWNER/APPLICANT:	Coventry Partners, LLC
PLANNING COMMISSION RECOMMENDATION:	APPROVAL
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
CITY COUNCIL DATE:	December 18, 2018

DISCUSSION

The applicant requests to modify the previously approved Subdivision Plat and Plans for the King's Landing Subdivision. The applicant's current proposal is to subdivide the +/- 82.2-acre property into separate phases. The initial phase (Phase 1) includes 24 single-family lots (23 one-acre lots and 1 - 20,000 square-foot lot), along with tracts for tree preservation, stormwater retention, future residential development, and open space. Any future phases to develop additional single-family lots will be separately evaluated at the time development applications for the future phases are submitted for review.

Figure 1: Location Map



Figure 1: King's Landing 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 23 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).
- The one (1) - 20,000 square-foot lot is proposed to be developed along the north property boundary, east of the 1-acre lots of the subject property where the Future Land Use designation is *Suburban Residential* (2-4 units/acre) and the zoning designation is R-20 Single-Family Residential (R-20SF).

Figure 2: Current Zoning Map and Proposed Subdivision Layout

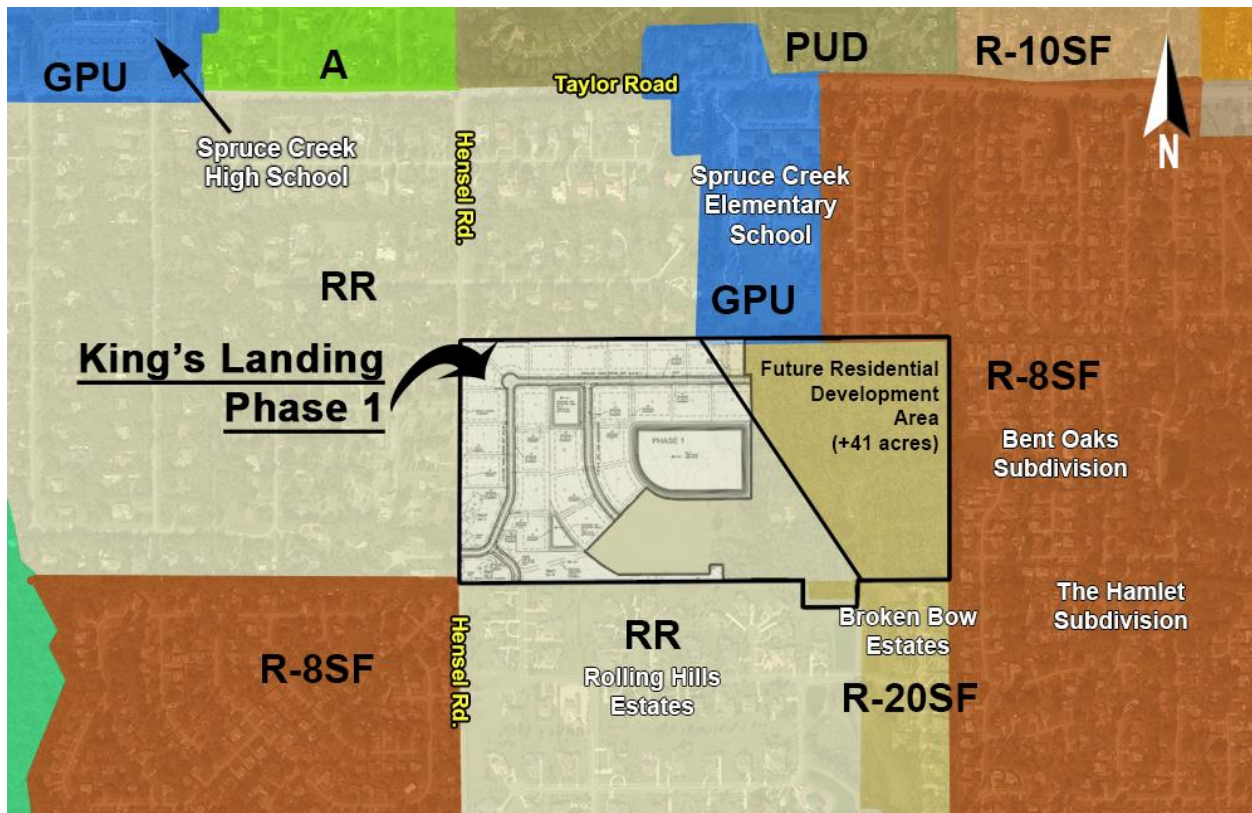


Figure 2: Current Zoning Map and Proposed Subdivision Layout

Figure 3: Current Future Land Use Map and Proposed Subdivision Layout

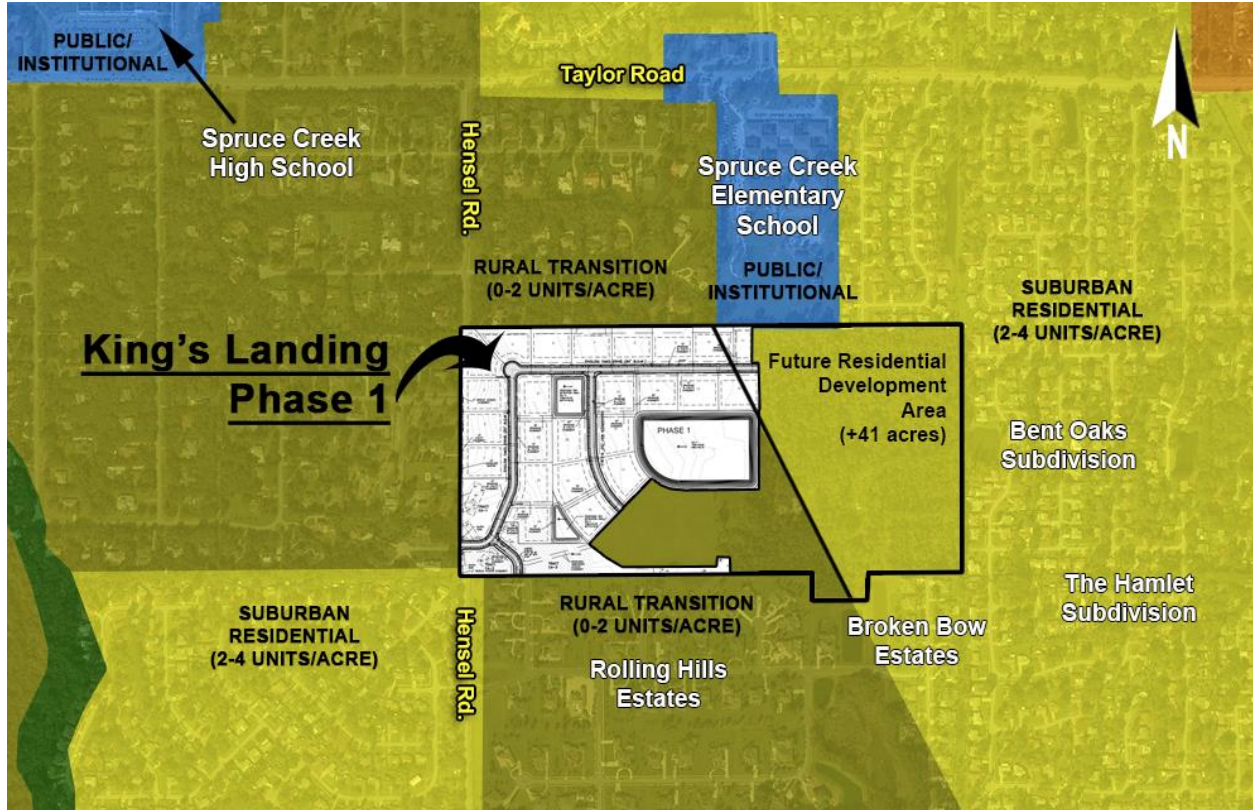


Figure 3: Current Future Land Use Map and Proposed Subdivision Layout

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 (Exhibit A). The plat and subdivision plans (Exhibit B and C) have been designed according to the requirements of the City's LDC and the dimensional standards outlined in the RR and R-20SF zoning districts of the LDC (Table 1).

Table 1: Developmental Standards for the RR Zoning District

LOT DEVELOPMENT STANDARDS	RR ZONING DISTRICT	R-20SF ZONING DISTRICT
Minimum lot size	1 acre or 43,560 SF	20,000 SF
Minimum lot width (ft.)	100'	100'
Front setback (ft.)	40'	30'
Side setback (ft.)	15'	10'
Rear setback (ft.)	30'	25'
Maximum building coverage	20%	30%
Minimum open space	60%	60%
Maximum building height (ft.)	35'	35'
Minimum floor area (SF)	1,400 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 and Highgarden Way. English Oaks Drive is proposed to be extended and connect to the English Oaks Drive in Bent Oaks Subdivision and Highgarden Way is proposed to be extended and connect to Broken Bow Lane in the Broken Bow 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 Highgarden Way) within the subdivision;
- Stormwater drainage infrastructure;
- Sidewalks and streetlights along Rocko Road, English Oaks Drive, and Highgarden Way;
- 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 24 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 24 single-family lots will have on the public facilities and services.

Table 2: Infrastructure Impact Assessment for 24 Single-Family Lots

DEVELOPMENT VARIABLE	IMPACTS
Population ¹	54
P.M./Daily Peak Hour Trips ²	18/24/228 trips
Sanitary Sewer (gallons per day) ³	3,840 gallons
Potable Water (gallons per day) ⁴	4,320 gallons
Solid Waste (lbs. Per day) ⁵	173.3 lbs.
Stormwater Drainage ⁶	See Note
Recreation & Open Space ⁷ • Parkland • Ball Fields • Basketball Courts • Multipurpose Courts • Tennis Courts • Neighborhood Centers	0.38 acres 0.011 acres 0.014 acres 0.015 acres 0.014 acres 0.003 acres

Notes:

1. **Population:** 2.25 persons per household (per 2010 Census)
2. **Transportation:** 0.77 AM peak hour trips per unit; 1.02 PM peak hour trips per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 10th Edition
3. **Sanitary Sewer:** 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. **Potable Water:** 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. **Solid Waste:** 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. **Stormwater Drainage:** LOS standard = 25 year, 24-hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. **Rec. & Open Space:**
 - 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 24 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 24 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. 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 24 single-family lots on the +/- 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 into Rose Bay. The proposed drainage system for Phase 1 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 Rose Bay.

Figure 4: Stormwater Drainage

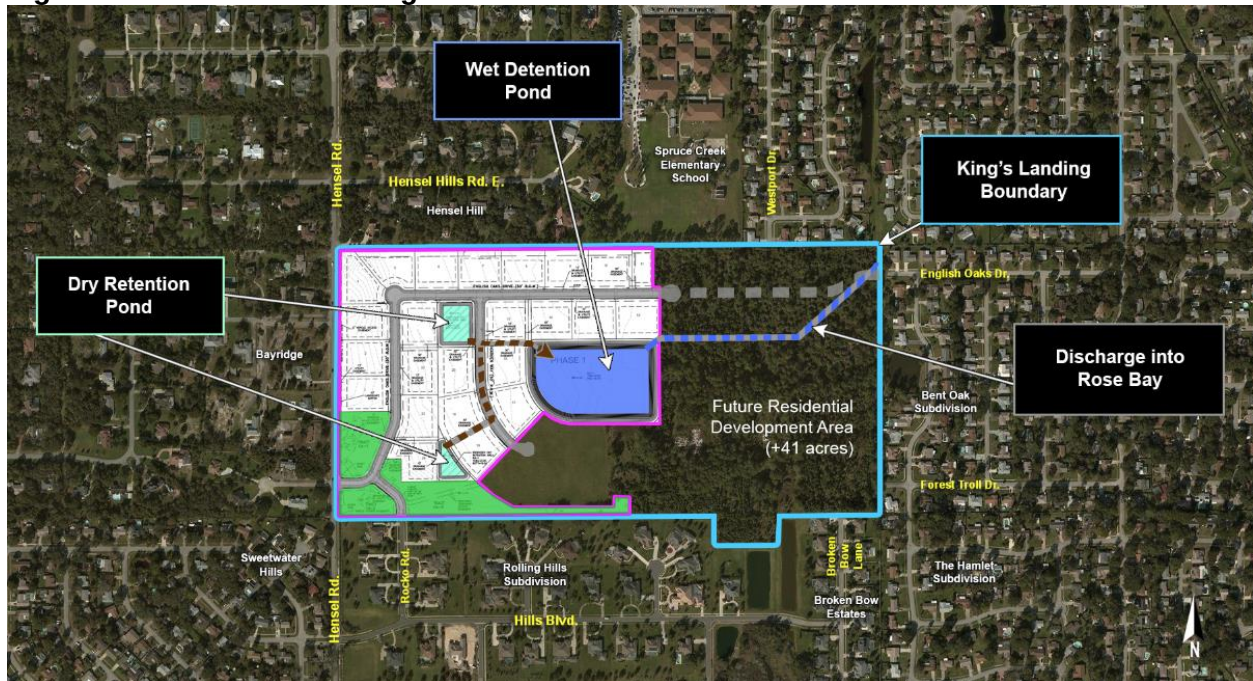


Figure 4: Stormwater Drainage

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 2017 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the anticipated 54 people from the proposed 24 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.

Transportation

According to the King's Landing Traffic Impact Analysis (TIA) prepared by Lassiter Transportation Group, Inc., the 24 single-family homes are expected to generate 18 AM peak-hour trips, 24 PM peak-hour trips, and 228 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 24 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 23-one-acre lots 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 1 - 20,000 square-foot lot is proposed to be developed on the north side of the property, east of the 1-acre lots where the Future Land Use designation is *Suburban Residential* (2-4 units/acre). Specifically, the Comprehensive Plan states that the *Suburban Residential* category includes residential development on lots one quarter-acre in size. The residential development is limited to no more than four units per acre.

The development of the proposed 24 single-family lots is consistent with the intent of the FLU designations and permitted uses in the RR and R-20SF zoning districts. Based on the current subdivision (phase 1), conceptual plans for the future phases proposed by the applicant, and development applications and reports the applicant anticipates the overall 82.2 acres to be developed with a total of 69 lots and a density of 1.19 residential units per acre.

RECOMMENDATION

Staff recommends approval of the final plat and plans for Phase 1 of the King's Landing Subdivision.

ATTACHMENTS

1. Exhibit A – Tree Preservation Chart
2. Exhibit B - Subdivision Plat
3. Exhibit C - Subdivision Plans

EXHIBIT A

Exhibit A - Tree Preservation Chart

15% Tree Preservation Area

Total Site Area	Required 15% Tree Preservation Area	Tree Preservation Area Provided
82.2 Acres	12.3 Acres	12.5 Acres

Specimen Tree Calculations

Total Site Area	82.2 Acres
# of Specimen Trees	52 Specimen Trees
Specimen Trees Per Acre	0.63 Specimen Trees/Acre
Percentage of Specimen Trees to Remain [LDC, Ch 9, Sec 16]	80%
Specimen Trees to Remain in Common Area	42 Specimen Trees

Minimum Tree Coverage Requirement - 1 Tree/2,500 SF

Total Site Area	82.2
Required # of New or Existing Trees (1/2,500 SF)	1432 Trees
Trees Provided (New and Existing) as Part of Subdivision Plan	1661 New* or Existing Trees
Existing Trees in 15% Tree Preservation Area to Remain	769 Existing Trees

*** Includes trees to be planted on residential lots prior to issuance of a Certificate of Occupancy**

Tree Mitigation

Not Required with this Subdivision

RECEIVED
11-2-18
CITY OF PORT ORANGE
Community Development
REVISED

KING'S LANDING - PHASE I

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:

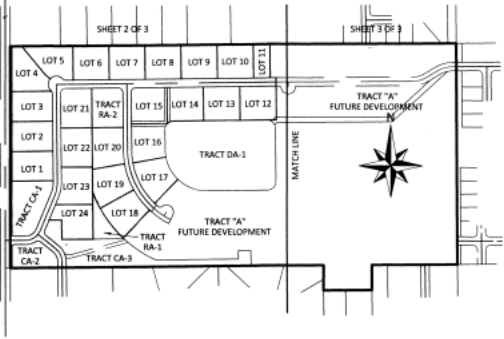
BEGIN AT THE NORTHWEST CORNER OF LOT 27, ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N00°00'52"E ALONG THE EAST RIGHT-OF-WAY LINE OF HENSEL ROAD A DISTANCE OF 1,324.97 FEET TO THE SOUTHWEST CORNER OF THE LANDS 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, RAIN TREE SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGE 190, PUBLIC RECORDS OF VOLUSIA 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 LOT 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 5,582,585 SQUARE FEET OR 82.245 ACRES MORE OR LESS.

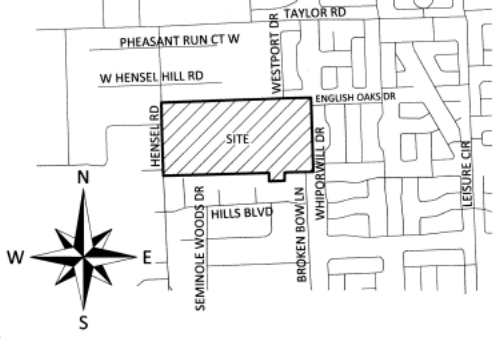
GENERAL NOTES

- GENERAL NOTES
1. MONUMENTATION
 - - DENOTES A PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH A BRASS 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.
 2. (R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
 3. (NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
 4. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 5. 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.
 6. BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.
 7. 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=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 8. 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.
 9. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, MAINTENANCE AND EMERGENCY SERVICES, GRANTED HEREON.
 10. 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.
 11. 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.
 12. TREE CONSERVATION EASEMENTS AS DERIVED ON THIS PLAT ARE 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 NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOD, 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.
 13. BUILDING REQUIREMENTS:
 - LOTS ZONED RR (RURAL RESIDENTIAL), LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - MINIMUM LOT AREA: 1 ACRE
 - MINIMUM LOT WIDTH: 100.00 FEET
 - MAXIMUM BUILDING COVERAGE: 20%
 - MINIMUM OPEN SPACE: 70%
 - SETBACKS
 - FRONT: 40 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - SIDE: 15 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - REAR: 30 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - LOT ZONED R-20SF (SINGLE FAMILY RESIDENTIAL), LOT 11
 - MINIMUM LOT AREA: 20,000 SQUARE FEET
 - MINIMUM LOT WIDTH: 100.00 FEET
 - MAXIMUM BUILDING COVERAGE: 30%
 - MINIMUM OPEN SPACE: 60%
 - SETBACKS
 - FRONT: 30 FEET FOR LOT 11
 - SIDE: 10 FEET FOR LOT 11
 - REAR: 25 FEET FOR LOT 11
 14. 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.
 15. 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 LIEN 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 COMPLES 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.
 16. 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.
 17. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS.
 18. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____, THROUGH _____ 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.
 19. TRACT CA-1, CA-2, AND 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 TREE 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.
 20. TRACTS RA-1, RA-2 AND DA-1 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.
 21. THERE IS A 12.00 FOOT STANDARD UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS ADJACENT TO ROAD RIGHTS-OF-WAY.

KEYMAP (NOT TO SCALE)



VICINITY MAP (NOT TO SCALE)



LEGEND

- | | | |
|---|----------------------------------|--|
| ADUGE - ACCESS, DRAINAGE, UTILITY, GOVERNMENT AND EMERGENCY SERVICES EASEMENT | LB - LICENSED BUSINESS | PRC - POINT OF REVERSE CURVATURE |
| CCR - CERTIFIED CORNER RECORD | LINE - LANDSCAPE BUFFER EASEMENT | PRM - PERMANENT REFERENCE MONUMENT |
| CM - CENTERLINE SYMBOL | N&D - NAIL & DISK | PSM - PROFESSIONAL SURVEYOR AND MAPPER |
| DE - DRAINAGE ESMIT | (NR) - NON-RADIAL | PT - POINT OF TANGENCY |
| DMAE - DRAINAGE, MAINTENANCE AND ACCESS EASEMENT | NT - NON-TANGENT | R - RADIUS |
| DUME - DRAINAGE, UTILITY AND MAINTENANCE EASEMENT | NTS - NOT TO SCALE | (R) - RADIAL |
| ESMT - EASEMENT | ORB - OFFICIAL RECORDS BOOK | R/W - RIGHT-OF-WAY |
| FND - FOUND | PC - PLAT BOOK | SF - SQUARE FEET |
| | PG - POINT OF CURVATURE | (T) - TOTAL |
| | PI - POINT OF INTERSECTION | TCE - TREE CONSERVATION ESMIT |
| | POB - POINT OF BEGINNING | VAC - VEHICLE ACCESS CONTROL |
| | POL - POINT ON LINE | |



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 - PHASE I 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 RIGHTS-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 TREE CONSERVATION, DRAINAGE, MAINTENANCE AND UTILITY 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, RA-1, RA-2 AND DA-1, ARE GRANTED FOR THE PURPOSES DESCRIBED IN GENERAL NOTES TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. FOR THE BENEFIT OF ALL OWNERS OF RECORDED, SUCCESSORS AND ASSIGNS, OF THE LAND SHOWN AND DESCRIBED HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET BY HAND ON THIS _____ DAY OF _____, A.D., 2018.

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 VOLUSIA

THIS IS TO CERTIFY, THAT ON THIS _____ DAY OF _____, A.D. 2018, 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

PRINTED NAME

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 PART I, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M. / P.M.

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

FILE NO. _____

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 PART I, 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 PART I, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177 PART I, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

Dated: 10/24/18 Signed: Ronald K. Smith, PSM 5797
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

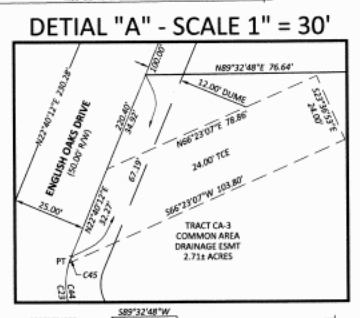
PLANNING COMMISSION CERTIFICATE OF APPROVAL

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

KING'S LANDING - PHASE I

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
 - (M) - DENOTES A PERMANENT REFERENCE MONUMENT, A 4" X 4" CONCRETE MONUMENT WITH BRASS DISC MARKED "PM 18 4475", UNLESS OTHERWISE NOTED.
 - (C) - DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A BRASS DISC MARKED "PM 18 4475", UNLESS OTHERWISE NOTED.
 - (F) - DENOTES A FOUND SECTION CORNER WITH A CERTIFIED CORNER RECORD MARKED AS SHOWN.
 - (R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
 - (N) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
 - (D) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
 2. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 3. ACCURACY
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:30,000.
 - 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 1983/12-3 2011/12-3 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 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.
 7. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, MAINTENANCE AND GOVERNMENT AND EMERGENCY SERVICES, 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 DEFINED ON THIS PLAT ARE FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO THE 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 NEAT, MAINTAINED 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.
 11. BUILDING REQUIREMENTS
 - LOT 1 ZONED RS (RESIDENTIAL SINGLE-FAMILY) LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - MINIMUM LOT AREA: 1 ACRE
 - MINIMUM LOT WIDTH: 100.00 FEET
 - MINIMUM BUILDING COVERAGE: 20%
 - MINIMUM OPEN SPACE: 10%
 - SETBACKS
 - FRONT: 40 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - SIDE: 25 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 - REAR: 30 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
 12. LOT 1 ZONED R-200 (SINGLE-FAMILY RESIDENTIAL) LOT 11
 - MINIMUM LOT AREA: 20,000 SQUARE FEET
 - MINIMUM LOT WIDTH: 100.00 FEET
 - MINIMUM BUILDING COVERAGE: 20%
 - MINIMUM OPEN SPACE: 10%
 - SETBACKS
 - FRONT: 30 FEET FOR LOT 11
 - SIDE: 25 FEET FOR LOT 11
 - REAR: 25 FEET FOR LOT 11
 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 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 THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES AND, SHALL HAVE THE RIGHT TO LIEBEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DETERMINED BY THE 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 STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLETES WITH SECTION 402.02, F.A.C. AND APPROVED BY THE SAINT JOHN RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 15. 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, DISCHARGE WATER AS DEEMED 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 _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 18. TRACT CA-1, CA-2, AND CA-3, DESCRIBED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND IS SUBJECT TO THE TREE 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.
 19. TRACTS CA-1, CA-2 AND CA-3 WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA AND STORMWATER DRAINAGE.
 20. THERE IS A 12.00 FOOT STANDARD UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS ADJACENT TO ROAD RIGHTS-OF-WAY.

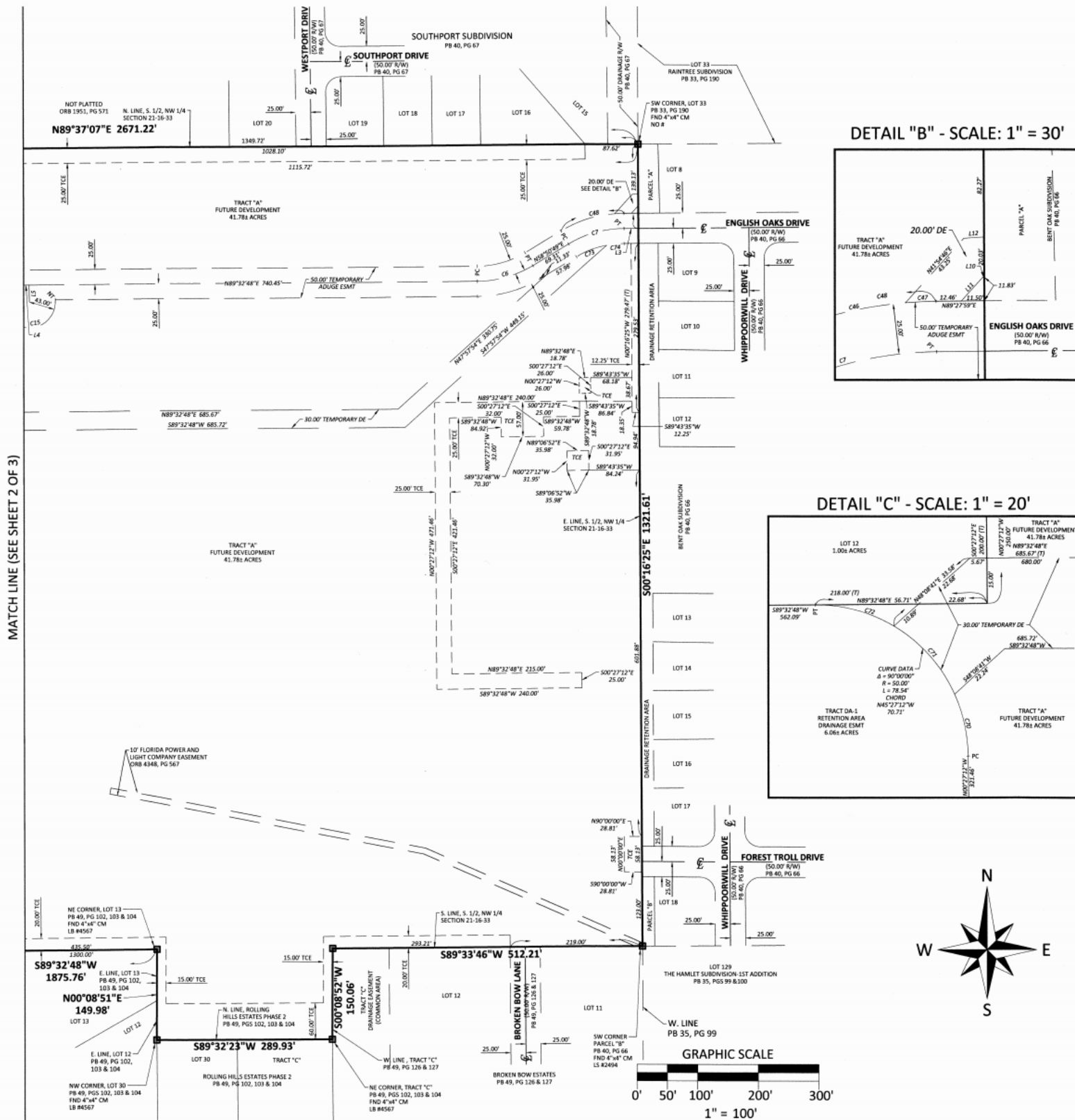
LEGEND	
ADJG	ACCESS, DRAINAGE, UTILITY, GOVERNMENT AND EMERGENCY SERVICES EASEMENT
CCR	CERTIFIED CORNER RECORD
CE	CENTRUM
CM	CONCRETE MONUMENT
DE	DELTA / CENTRAL ANGLE
DMAE	DRAINAGE MAINTENANCE AND ACCESS EASEMENT
DUME	DRAINAGE, UTILITY AND MAINTENANCE EASEMENT
ESMT	EASEMENT
FND	FOUND
FL	FACE LENGTH
LB	LICENSED BUSINESS
LINE	LANDSCAPE BUFFER EASEMENT
MB	MAIL & DATA
NR	NON-RADIAL
NTS	NOT TO SCALE
OWN	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
POL	POINT OF BEGINNING
PR	POINT OF REVERSE
PT	POINT OF TANGENCY
R	RADIUS
RS	RIGHT-OF-WAY
SF	SQUARE FEET
TCE	TOTAL
TCE	TREE CONSERVATION ESMT
VAC	VEHICLE ACCESS CONTROL

CURVE CHART									
NO.	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING	CHORD DISTANCE	NO.	CENTRAL ANGLE	RADIUS
C1	10°00'00"	10.00	10.00	10.00	10.00	10.00	C11	10°00'00"	10.00
C2	20°00'00"	20.00	20.00	20.00	20.00	20.00	C12	20°00'00"	20.00
C3	30°00'00"	30.00	30.00	30.00	30.00	30.00	C13	30°00'00"	30.00
C4	40°00'00"	40.00	40.00	40.00	40.00	40.00	C14	40°00'00"	40.00
C5	50°00'00"	50.00	50.00	50.00	50.00	50.00	C15	50°00'00"	50.00
C6	60°00'00"	60.00	60.00	60.00	60.00	60.00	C16	60°00'00"	60.00
C7	70°00'00"	70.00	70.00	70.00	70.00	70.00	C17	70°00'00"	70.00
C8	80°00'00"	80.00	80.00	80.00	80.00	80.00	C18	80°00'00"	80.00
C9	90°00'00"	90.00	90.00	90.00	90.00	90.00	C19	90°00'00"	90.00
C10	100°00'00"	100.00	100.00	100.00	100.00	100.00	C20	100°00'00"	100.00

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2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
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PHONE: (407) 894-6314
SHEET 2 OF 3

KING'S LANDING - PHASE I

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 4475" UNLESS OTHERWISE NOTED.
b. DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A BRASS DISC MARKED "PM 18 4475" UNLESS OTHERWISE NOTED.
c. DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
d. DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
e. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. ACCURACY
THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:30,000.
THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 3. BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.
 4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT ON METERS ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.371212-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION 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.
 6. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, MAINTENANCE AND GOVERNMENT AND EMERGENCY SERVICES GRANTED HEREON.
 7. 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.
 8. 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, OR OTHER PUBLIC UTILITY.
 9. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT ARE FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO THE 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 NEAT, 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.
 10. BUILDING REQUIREMENTS
LOTS ZONED R1 (RURAL RESIDENTIAL), LOTS 1 THROUGH 10 AND 12 THROUGH 24
MINIMUM LOT WIDTH: 100.00 FEET
MINIMUM BUILDING COVERAGE: 20%
MINIMUM OPEN SPACE: 70%
SETBACKS
FRONT: 40 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
SIDE: 15 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
REAR: 30 FEET FOR LOTS 1 THROUGH 10 AND 12 THROUGH 24
LOT ZONED R-20SF (SINGLE FAMILY RESIDENTIAL), LOT 11
MINIMUM LOT WIDTH: 100.00 FEET
MINIMUM BUILDING COVERAGE: 30%
MINIMUM OPEN SPACE: 60%
SETBACKS
FRONT: 30 FEET FOR LOT 11
SIDE: 10 FEET FOR LOT 11
REAR: 25 FEET FOR LOT 11
 11. 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.
 12. 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 SYSTEM, 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 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 SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM SHALL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400.42(2), F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 13. 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.
 14. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS.
 15. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN THE OFFICIAL RECORDS BOOK _____ PAGE _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ASSOCIATION, INC. ARE RECORDED IN THE OFFICIAL RECORDS BOOK _____ PAGE _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 16. TRACT "A", CA-1, CA-2, AND 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 TREE CONSERVATION EASEMENTS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN THE OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 17. TRACTS "A", "B", "C", AND "D" 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.
 18. THERE IS A 12.00 FOOT STANDARD UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS ADJACENT TO ROAD RIGHTS-OF-WAY.

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
ADJ	ADJACENT	PC	POINT OF CURVATURE
CC	CERTIFIED CORNER RECORD	PG	PAGE
CM	CONCRETE MONUMENT	PI	POINT OF INTERSECTION
CS	CENTRAL SYMBOL	POB	POINT OF BEGINNING
DA	DELTA / CENTRAL ANGLE	POL	POINT ON LINE
DR	DRAINAGE MAINTENANCE AND ACCESS EASEMENT	PRM	PERMANENT REFERENCE MONUMENT
DS	DRAINAGE, UTILITY AND MAINTENANCE EASEMENT	PSM	PROFESSIONAL SURVEYOR AND MAPPER
ESMT	EASEMENT	PT	POINT OF TANGENCY
FB	FOLDING	R	RADIUS
LB	LANDSCAPE BUFFER EASEMENT	RI	RADIUS
NA	NAIL & DISC	R/W	RIGHT-OF-WAY
NB	NON-BRASS	SF	SQUARE FEET
NT	NOT TANGENT	T	TOTAL
NVS	NOT TO SCALE	TCE	TREE CONSERVATION EASEMENT
ORB	OFFICIAL RECORDS BOOK	VAC	VEHICLE ACCESS CONTROL

ACCURIGHT

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SHEET 3 OF 3

KING'S LANDING – PHASE 1

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

CITY PROJECT ID: 18-50000003

DEVELOPMENT ORDER MODIFICATION TO SUBDIVISION PLAT AND PLANS TO CASE NO.: 16-50000004

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

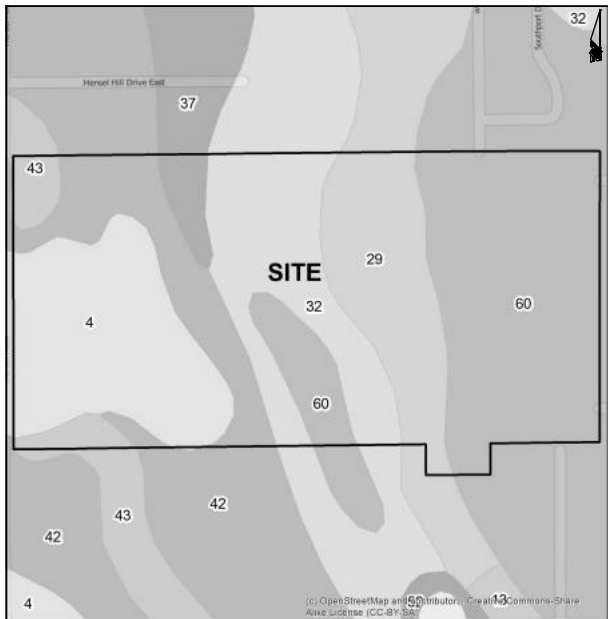
SURVEYOR:

ACCURIGHT SURVEYS
2012 E. ROBINSON ST.
ORLANDO, FL 32803
(407) 894-6314
(407) 894-3777 (FAX)



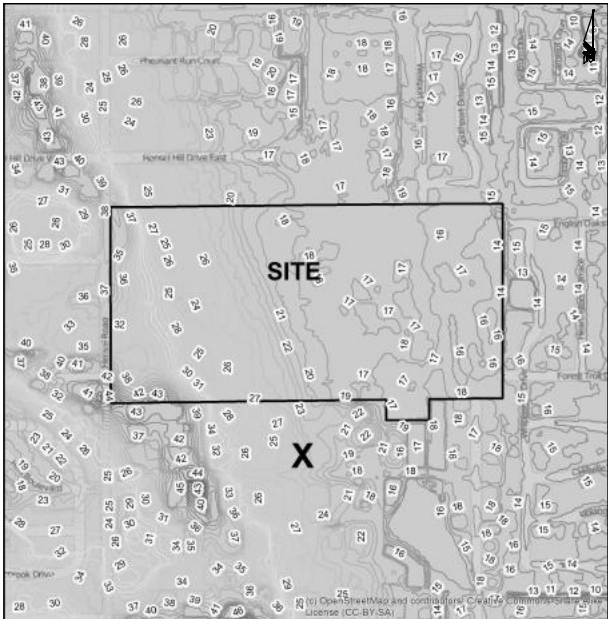
ORMOND BEACH
300 INTERCHANGE BLVD
ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505

EDGEWATER
2012 E. ROBINSON ST.
ORLANDO, FL 32803
(407) 894-6314 FAX (407) 894-3777



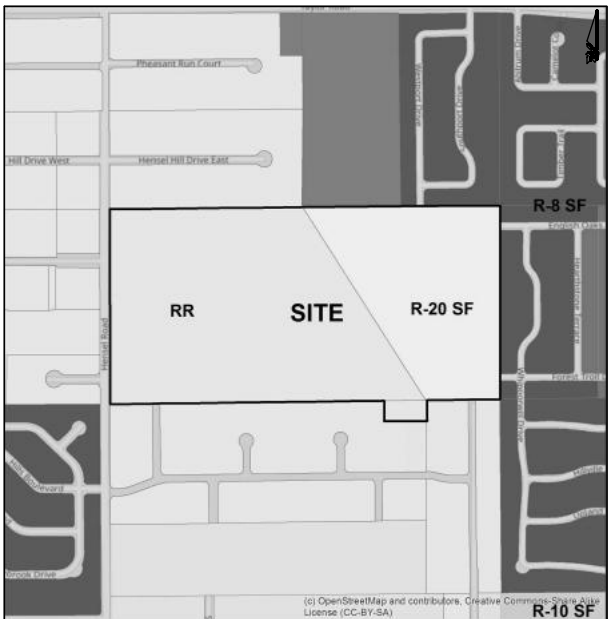
SOILS MAP

SOIL MAP NUMBER	SOIL NAME	HYDROLOGIC GROUP
4	ASTATU A FINE SAND	A
13	CASSIA FINE SAND	C
26	IMMOKALEE FINE SAND	A/D
32	MYAKKA FINE SAND	A/D
37	ORSHO HIND SAND, 0 TO 6% SLOPES	A
42	ORSHO HIND SAND, 6 TO 8% SLOPES	A
43	ORSHO HIND SAND, 8 TO 17% SLOPES	A
57	ORSHO HIND SAND	A/D
60	SHIRAZA FINE SAND	A/D



FLOOD ZONE & LIDAR MAP

FLOOD MAP NUMBER: 2127C0307H
EFFECTIVE ON 02/19/2011



ZONING MAP

EXISTING ZONING: RR/R-20 SF
ADOPTED FUTURE LAND USE: RURAL, TRANSITIONAL (0-2 UNITS/ACRE)
SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE)
PROPOSED ZONING: RR/R-20SF



VICINITY MAP

LEGAL DESCRIPTION

PART 1: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 30 FEET FOR HENSEL ROAD.

AND

PART 2: A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SPAINHOLE WOODS, PHASE 1 AS RECORDED IN MAP BOOK 41, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE NORTH 100 DEGREES 21 MINUTES 45 SECONDS EAST, THENCE BEARING BASIS OF THE DESCRIPTION ALONG THE WEST BOUNDARY OF THE WHOLE LOT SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 35, PAGE 95 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1322.26 FEET, THENCE DEPART SAID LINE, RUN NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 512.01 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 280.11 FEET, THENCE SOUTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 130.00 FEET, THENCE SOUTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 290.14 FEET, THENCE NORTH 01 DEGREE 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 50.00 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 12, PAGES 102, 103 AND 104, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THE NORTH 70 DEGREES 22 MINUTES 10 SECONDS EAST, RIGHT OF WAY OF HENSEL ROAD, A DISTANCE OF 1,374.97 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 PORTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, THENCE BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 2,671.22 FEET TO THE SOUTH 1/2 CORNER OF LOT 35, ROLLING HILLS ESTATES, AS RECORDED IN PLAT BOOK 35, PAGE 95, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A PORTION OF THE LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21, THENCE BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 1,321.61 FEET TO THE SOUTH 1/2 CORNER OF PARCEL "B", 32ND C&S SUBDIVISION, AS RECORDED IN PLAT BOOK 43, PAGE 58, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A PORTION OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21, THENCE BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST 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 BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 150.26 FEET TO THE NORTHWEST 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 BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 49.98 FEET TO THE NORTHWEST CORNER OF LOT 13, SAID ROLLING HILLS ESTATES PHASE 2, SAID POINT BEING A PORTION OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, THENCE BEARING NORTH 80 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 1,375.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,567,585 SQUARE FEET OR 80.245 ACRES MORE OR LESS.

SITE DATA TABLE

PROGRAM DATA	AREA
TOTAL AREA	82,215 ACRES
R/W AREA - PHASE 1	1,008 ACRES
LOT AREA - PHASE 1	28,503 ACRES
STORMWATER AREA - PHASE 1	7,556 ACRES
NATURAL PRESERVATION AREA	12,51 ACRES*
NUMBER OF LOTS PROPOSED - PHASE 1	24 LOTS
PARCEL NUMBERS:	5321-00-00-0071 5321-00-00-0072
SETBACKS:	FRONT - 43 FT SIDE - 15 FT REAR - 30 FT
R-20SF ZONING: LOT 1*	FRONT - 33 FT SIDE - 13 FT REAR - 25 FT

* AREA INCLUDES TREE PRESERVATION AREA ALSO INCLUDED IN LOT AREA

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-C23	PLAN & PROFILE
C24-C29	CONSTRUCTION DETAILS
C30-C33	BUILDERS GRADING PLAN
TP1-TP7	TREE PROTECTION PLANS
LA1-LA3	LANDSCAPE PLAN & DETAILS
1R1-1R2	IRRIGATION PLAN & DETAILS



KING'S LANDING PHASE 1 FINAL ENGINEERING PLANS COVER SHEET

PROJECT NO.	15002A
ISSUE DATE	08/05/18
DRAWN BY: JLM	
CHECKED BY: RMC	
DESIGNED BY: RMC	
SCALE: AS SHOWN	
SHEET C1 OF 33	

POTABLE WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITY DEPARTMENT (HDS) 500-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE [NOT INCLUDING HOLIDAYS OR WEEKENDS] PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.

2. EXISTING MAINS SHALL BE PROVIDED TO KEEP CONFORMANCE WITH A MINIMUM OF 60 INCHES BELOW WATER MAINING LEVEL.

3. EXISTING MAINS SHALL BE LINED TO A JOINT IN CONNECTION WITH ALL UNSUITABLE MATERIAL (SAND, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.

4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL SPECIFIED TO THE CITY WITH A MINIMUM COMPACTION OF 90% PER 4 INCH LAYERS, AND IN ALL CASES, TO THE 100% DENSITY OF THE MATERIAL TO BE LINED.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH CONSTRUCTION TESTS BE PROVIDED AT POINTS 5 FEET ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM OF 100 FEET EVERY 100 FEET.

6. 3" METALLIZED PIPE LOCATION TAPS SHALL BE LOCATED BETWEEN 35" AND 24" BELOW FINISH GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPS SHALL BE LOCATED OUTSIDE ROW LINE, PIPE W/VE.

7. ALL WATER SERVICE (INDOORS) SHALL BE MARKED WITH A 2" X 4" LOWER PRESSURE TAPPING DEVICE EXTENDING 4 FEET BELOW GRADE, WITH A MINIMUM OF 12" OF EXPOSED PIPE. THE ORIGINAL AS-BUILT DRAWING SHALL BE LOCATED AT THE TIME OF FINAL INSPECTION OF CONSTRUCTION IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, LATER THEY HAVE BEEN INSPECTED AND VERIFIED TO LOCATE PROPERTY.

8. ALL WATER MAINS (TIE) AND UNDERGALLS SHALL BE INSTALLED ON 4 INCH DEPTH OF 100% DENSITY.

9. ALL WATER VALVES SHALL BE ADJUSTED TO INGRESS DRAINAGE AND THE CAPS PAINTED TO MAKE THEM PLAINLY VISIBLE.

10. THE CITY'S ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OWNED BY PUBLIC UTILITIES PERSONNEL, AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.

11. IF ANY OPERATIONS SHALL BE CONDUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE, THE PRIMARY INSULANT POINT SHOULD BE NEAR THE STREET.

12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR ABOVE OF THE CURB.

13. ALL WATER MAINS SHALL BE 60" AND/OR ABOVE GRADE FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4 FEET) FROM FINISH GRADE TO THE TOP OF THE PRIMARY INSULANT POINT (SHOULD BE NEAR THE STREET).

14. THE CITY SHALL BE IN THE BEST INTEREST OF THE CITY.

15. WATER MAINS SHALL BE 8" OR 10" PVC OR 8" OR 10" DUCT OF "BLACK" OR 12" DUCT OF "BLACK" 500 STANDARD OR 12" DUCT OF "BLACK" 500 STANDARD APPROVED BY THE CITY.

16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY INSTALLED AND ACCEPT THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) FOR THE CITY'S USE.

17. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE, THE CONTRACTOR SHALL BE REQUIRED TO LUPON RECLAIMED WATER TO THE CONTRACTOR'S RESPONSIBILITY TO LUPON RECLAIMED WATER TO THE POTABLE WATER LUPON TO THE RECLAIMED WATER LUPON FOR UTILIZATION IN HIS PRESSURE TEST.

18. ALL POTABLE WATER MAINS SHALL HAVE A THRESHOLD RESISTANT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) STANDARDS. IN SUCH CASE THAT PVC PIPE IS SPECIFIED, THE

FILE NAME
W2.DOC

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

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POTABLE WATER CONSTRUCTION NOTES (CONT'D)

AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM TYPE SANITARY SEWER.

BELOW OR RECLAMATED, 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 VACUUM, OR PRESSURE TYPE, SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART B OF CHAPTER 42-610-6 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 LAD AT LEAST 50 INCHES ABOVE THE TOP OF THE SEWER.

BELOW OR RECLAMATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM TYPE SANITARY SEWER OR SEWER LINDER SHALL BE LAID TO THE OUTSIDE OF THE WATER MAIN, AT AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. HOWEVER, IT IS PREFERABLE TO LAID THE WATER MAIN ABOVE THE OTHER PIPELINE.

BELOW OR RECLAMATED, 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 TO THE OUTSIDE OF THE WATER MAIN AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAID THE WATER MAIN ABOVE THE OTHER PIPELINE.

AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS ARE 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 SEWER, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART B OF CHAPTER 42-610-6 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 B OF CHAPTER 42-610-6 A.C.

46. WATER MAINS SHALL BE 4" OR 6" OR 8" (4" OR 6" OR 8" SLOPE/100' OR 0.1 P.S.F. PRESSURE) 550 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

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RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)		FILE NAME RW2.DOC
DATE: 22. WITH RESPECT TO THE IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO EXISTING CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO CONSUMERS. 23. ALL WORK PERFORMED UNDER RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE COMPLETED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY. 24. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MEASUREMENT FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS). 25. ALL 8" O.D. PVC RECLAIMED WATER MAINS SHALL BE S.D.R. 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DAP PIPE TO WHICH IT IS ATTACHED. 26. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT FRYING, DEFORMATION, OR ANY DEFORMATION. 27. RECLAIMED WATER PRODUCTS MAY BE REQUIRED BY THE CITY. ALL RECLAIMED INGREDIENTS SHALL BE PAINTED PURPLE. 28. NO USED, OR USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY MAINS OR/OR PROJECTS WITHIN THE CITY'S SERVICE AREA. 29. IN AREAS WHERE RECLAIMED WATER IS AVAILABLE, RECLAIMED WATER SHALL BE UTILIZED IN THE PRESSURE TREATMENT OF NEW RECLAIMED WATER LINES. 30. RECLAIMED WATER MAINS SHALL BE P.V.C. ABOVE CLASS C-900 OR C-405, CL 190 (COLOR PANTONE PMS 100) OR DEPRESSION CLASS 500, STANDARD CEMENT LINER UNLESS APPROVED OTHERWISE BY THE CITY.	STANDARD CONSTRUCTION DETAIL RECLAIMED WATER CONSTRUCTION NOTES	DETAIL REF. RW-2

REV 12/08

SANITARY SEWER DESIGN NOTES

1. ALL GRAVITY SANITARY SEWER MAINS SHALL BE 8" BOMBED STEEL PIPE, COMMERCIAL USE LATERALS WITH 1/2" THICK WALLS. CONNECTIONS SHALL BE GREASEY JOINT, OR LANTIER, ALL URGENT PAVED RESIDENTIAL SERVICE LATERALS SHALL BE 4" - 6" SLOPED SERVICES.
2. ALL GRAVITY SANITARY SOWER LINES SHALL BE CAST IRON PIPE, 8" OR 10" DIA. IN PLACES WHERE MINIMUM COVER OF 4' CANNOT BE MAINTAINED. RAINWATER, PAVEMENT AND/OR GREEN GRASS JOINTS OR CONCRETE ENGAGEMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSLAYS SHALL ALSO FOLLOW THE CITY'S CONSTRUCTION REQUIREMENT FOR THESE STANDARDS AND/OR REGULATORY REQUIREMENTS.
3. MINIMUM GRAVITY SANITARY SEWER SIZES ARE AS FOLLOWS:

18" FPIE 0.4 D
16" FPIE 0.36 D
12" FPIE 0.2 D
4. MAXIMUM DEPTH OF SANITARY MAINS SHALL BE 25.0'. MAXIMUM DEPTH OF LIFT STATION RIG WELLS SHALL BE 20.0'.
5. GRAVITY SANITARY SOWER SIZES SHALL BE INSTALLED WHEREVER POSSIBLE UNDER PAVED AREAS WITH PUBLIC RIGHTS OF WAY. SIZES SHALL BE PROVIDED WHEREVER UNPAVED AREAS, OWNED LINES ARE CONNECTED OUTSIDE OF A PUBLIC RIGHT OF WAY.
6. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID-FOR BY THE CONTRACTOR/DEVELOPER.
7. ALL FORCE COLLECTION SANITARY SEWER MAINS SHALL BE PRECAST WITH MINIMUM INSIDE DIAMETER OF 4 FEET.
8. STANDARD MAINS SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 150 FEET.
9. ALL GRAVITY SANITARY SEWER LINES, NEW OR EXISTING, SHALL BE CONNECTED DIRECTLY TO MAINS, AND MUST BE CONNECTED TO MAINS BY MAIN LINES OR BY ANY CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
10. FOR FORCE MAINS ONLY, SINGLE FOUR INCH REINFORCED SERVICE LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR LOT AND LOCATION ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE MAINS SHALL BE EXTENDED TO THE LOT CENTER LINE AND SHALL BE 4" DIA. RIGID AND PLUMB. RAINWATER LINES SHALL BE LOCATED, BURIED, SHALL MATCH SIZES SHALL BE UNDER 10' MAX. NO GATED CLOSURE ARE PERMITTED ON LATERALS.
11. ALL EXISTING SANITARY SEWER MAINS, SITES, SIZES, FITTINGS, JOINTS, MAIN SERVICES, AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
12. SANITARY SEWER LIFT STATIONS AND FORCE MAINS, SIZE, MATERIAL, AND DESIGN SHALL BE APPROVED BY THE CITY. LIFT STATIONS SHALL BE CONSTRUCTED WITH A MINIMUM RIGID WELL INTERIOR DIAMETER 6' 6". FORCE MAINS SHALL BE A MINIMUM 6" RIGID CHAMFER.
13. IT SHALL BE THE RESPONSIBILITY OF THE ENGINEER TO PREPARE AND SUBMIT FLOODING CALCULATIONS TO THE CITY TO DETERMINE THE WELL AND MAINS AS DETERMINED NECESSARY BY CITY.
14. ALL SANITARY SEWER RIGID MAINS SHALL ONLY BE USED UNDER SPECIAL CONDITIONS AS APPROVED BY THE CITY. DEEPS, 18" TO 24" DIA. SHALL NOT BE ALLOWED.
15. ALL SANITARY SEWER MAINS, INCLUDING FITTINGS, SHALL BE DRIP WITH PROVED PVC AND C-900, AND/OR EXCOT "SANDWICH" PRESSURE FITTINGS, PRESSURE CLAS 150 OR C-900.

STANDARD CONSTRUCTION DETAIL

SANITARY SEWER DESIGN NOTES



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SANITARY SEWER DESIGN NOTES CONT'D

27. INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED FLOOR WITH VENT AT LEAST 36" ABOVE THE SURGING MANHOLE ALTERNATIVELY, THE SEWER MAIN SHALL BE ENCASED WITH CONCRETE OR ENCASED IN A WATER TIGHT CHANNEL, OR UPGRADDED TO PRESSURE RATED DVC PIPE. (SEE TYPICAL A-300 OR C-300 SPECIFICATIONS AND PRESSURE TESTED AT 200PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING.
28. CONCRETE CAST IN CONCRETE MID FOR PRECAST STRUCTURES SHOULD BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
29. MATERIAL TO CONTAIN "FRESHETS" OR APPROVED EQUIVAL, TO PREVENT BURNING.
30. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 - A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
 - B. MANHOLE RIM AND INVERT ELEVATIONS
 - C. UTILITY CROSSINGS WITH VERTICAL SERVICE
 - D. SURVEY PROPOSED OR EXISTING UTILITY
 - E. EXISTING GROUND PROFILE
 - F. MATCHLINE
 - G. VENTURY MAP
31. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS

**STANDARD CONSTRUCTION DETAIL
SANITARY SEWER DESIGN NOTES**

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SANITARY SEWER CONSTRUCTION NOTES CONTD

SITE PERSONNEL WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR SEWERAGE TREATMENT PLANT (AS APPROPRIATE) AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING A FULL-SCALE UTILITY PROJECT THE MAINS AND FLOW TO THE COMMUNITY MEET OR PRESERVE TREATMENT (SUBJECT TO AVAILABILITY).

26. THE CONVEYOR SHALL BE REQUIRED TO USE ALL FORCE MAINS IN EXCESS OF 8" IN DIAMETER AND PRIMARY TRANSDUCER MAINS LOCATED ON COLLECTOR AND ARTIFICAL DRAINAGE, LANDFILLS AND OTHER FORCE MAINS POINTS SHALL BE IDENTIFIED BY THE CITY ENGINEER. THE CITY ENGINEER WILL BE NOTIFIED BY A PORTABLE REPORT REPRESENTATIVE OF CITY INSPECTION.
- 27. IN SPECIAL CASES, THE CITY ENGINEER MAY REQUEST THAT THE CONTRACTOR BE PERMITTED, IN SPECIAL CASES WHERE A POINT REQUIRES TO AN OPEN 24" PIPE SLOVER MAIN IS REQUIRED, THE PROPER ROAD WAY AROUND THE SAME SHALL AS A 24" X 24" OVERSIZED DRAINAGE ROW COUPLES ON AN APPROVED LOCAL ROAD BY ALLIGATOR, OR SPECIAL APPROVAL OF THE CITY ENGINEER.
- 28. ALL IN-LINE SANITARY SEWER DRAINAGE MAINS SHALL BE REQUIRED NEAR DRAINAGE (CROSS OR C-15) VALVES, REACTION BASINS AND/OR SLEEVES TO BE MONITORED.
- 29. ALL TAPPING OF PRESSURE MAINS AND CORING OF ROADWAYS SHALL BE PERFORMED BY THE CITY AND BELETTED ACCORDING WITH THE ACCEPTED PRACTICES, SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 WEEKS NOTICE TO THE CITY ENGINEER. THE CITY ENGINEER, THE CITY INSPECTOR SHALL SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONVEYOR SHALL BE SUBJECT TO COMMENCING OF DESIGN AND/OR CONSTRUCTION ON THE APPROPRIATE DAY ESTABLISHED BY THE CITY, WITH RESPECT TO THE NEW CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REEVALUATE CONDITIONS TO BE PROVIDED FOR THE PERIODS OF LOW FLOW (MIGHT BE 400 GPD) AND IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CONDITIONS.
- 30. ALL WORK PERFORMED ON SANITARY SEWER MAINS OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSIDERED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GEOTECHNICAL CONTRACTOR, WHO HAS LICENSED BY THE CITY ENGINEER.
- 31. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CONSTRUCTED AND ACCEPTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CITY PROPERTY AND LOSS OF THE SYSTEM.
- 32. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DETERMINE THE LOCATION OF ALL FORCE MAINS MEASURED FROM THE BACK OF CURB OR EDGE OF PAVEMENT, IF NO CURB OR EDGE.
- 33. ALL HOT PIPE INSTALLED FOR SERVICE FORCE MAINS SHALL BE 3" X 3" WITH HOT COPPER HANG TRACER, WITH ALL HOT LINES UNDER THE CITY ENGINEER'S SUPERVISION. THE CONTRACTOR SHALL MATCH THE EXISTING DURATION OF THE PIPE TO WHICH IT IS ATTACHED.
- 34. ALL 3" X 3" PIPE SHALL BE REQUIRED TO BE WRAPPED IN WRAP AS TO PREVENT WELDING, DEFLECTION, OR DEFORMATION, ANY PIPE EXPOSED TO BE MEASURED IN ANY WAY FOR ANY REASON SHALL BE REQUIRED TO BE WRAPPED IN WRAP. THE CONTRACTOR SHALL BE REQUIRED TO BE WRAPPED IN WRAP AS TO PREVENT WELDING, DEFLECTION, OR DEFORMATION, ANY PIPE EXPOSED TO BE MEASURED IN ANY WAY FOR ANY REASON SHALL BE REQUIRED TO BE WRAPPED IN WRAP.
- 35. WHERE POTENTIAL WATER AND SANITARY SEWER MAINS CROSS WITH LESS THAN 18 INCHES OF VERTICAL CLEARANCE, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A 18" X 18" OVERLAP MAINS WITH CONCRETE OR ENCASED IN A WATER TIGHT CURB OR, FOR PRESSURE MAINS, PIPE JOINTS THE JOINTING (CROSS OR CROSS) SHALL BE FOR A MINIMUM LENGTH OF 10' FEET, CENTER TO CENTER.

STANDARD CONSTRUCTION DETAIL

SANITARY SEWER CONSTRUCTION NOTES

FILE NAME
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SANITARY SEWER CONSTRUCTION NOTES CONT'D

POINT OF CROSSING, A MINIMUM HORIZONTAL SEPARATION OF (10) FEET FROM TO EDGE BETWEEN POTABLE WATER MAIN AND SEWER MAINS SHALL BE MAINTAINED WHATEVER AS POSSIBLE. WHEN THE 30-FOOT HORIZONTAL SEPARATION CANNOT BE MAINTAINED THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHALE AT LEAST 18" ABOVE THE SEWERAGE MAIN. ALTERNATIVELY, THE SEWER MAIN SHALL BE ENCASED WITH CONCRETE OR ENCASED IN A WATER TIGHT CARRIER PIPE, OR ENCASED TO PREVENT LEAKS PVC, HDPE, (SMALLER APPROX. 36" OR 48" O.D. SPECIFICATIONS AND PRESSURE, TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS. PRIOR TO BACKFILLING.

7. CEMENT LINER IN CONCRETE MAIN FOR PRECAST STRUCTURES WILL BE TYPE A-ACI RESISTANT AND SUFFICE RESISTANT CONCRETE.

8. MORTAR TO CONTAIN "PENETRANT" AND PROTECTED AGAINST TO PREVENT BRICKWORK.

9. CONNECTIONS: SAGS, PRECAST STRUCTURES, MANHOLES, WALLS AND BASES AS REQUIRED TO PREVENT FLOODING BASED ON HIGH GROUND WATER TABLE. ESTIMATORS ARE DETERMINING USING ACCEPTED FORMULAS. SAGS TO BE APPROVED AND APPROVED BY PUBLIC UTILITIES DEPT.

10. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION AND THE TWO (2) COATS FORMULATED BY THE DESIGN ENGINEER TO THE CITY.

11. NO-ROB HOLES ON HOMEOWNERS WILL BE ACCEPTED.

12. ALL SANITARY SEWER MANHOLES SHALL HAVE ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF WHITE/GRAY OIL-BASED OR BLACK OIL-BASED PAINT WITH A TOTAL OF 12 MILS. FINISHES OR BLACK COAT EXTERIOR WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2) COATS OF BLACK OVER BLACK PAINT. EXTERIOR PAINTING WITH A TOTAL OF 16 MILS AND ONE (1) COAT OF BLACK COAT EXTERIOR WITH A TOTAL OF 16 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT RAINBOW. RAINBOW TOUCH UP ALL KNOTS AND AT MANHOLE NECK.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER CONSTRUCTION NOTES

SEE NAME
SEE DATE

DETAIL REF.

S-2

REV. 12/17W



Know what's below.
Call before you dig.

TRACT SUMMARY TABLE

TRACT NO.	AREA (AC)	TRACT OWNERSHIP	MAINTENANCE RESPONSIBILITY
ROW	4.008	CITY OF PORT ORANGE	CITY OF PORT ORANGE
CA-1	0.730	HOA	HOA
CA-2	0.886	HOA	HOA
CA-3	7.707	HOA	HOA
RA-1	0.496	HOA	HOA
RA-2	0.000	HOA	HOA
DA-1	6.060	HOA	HOA

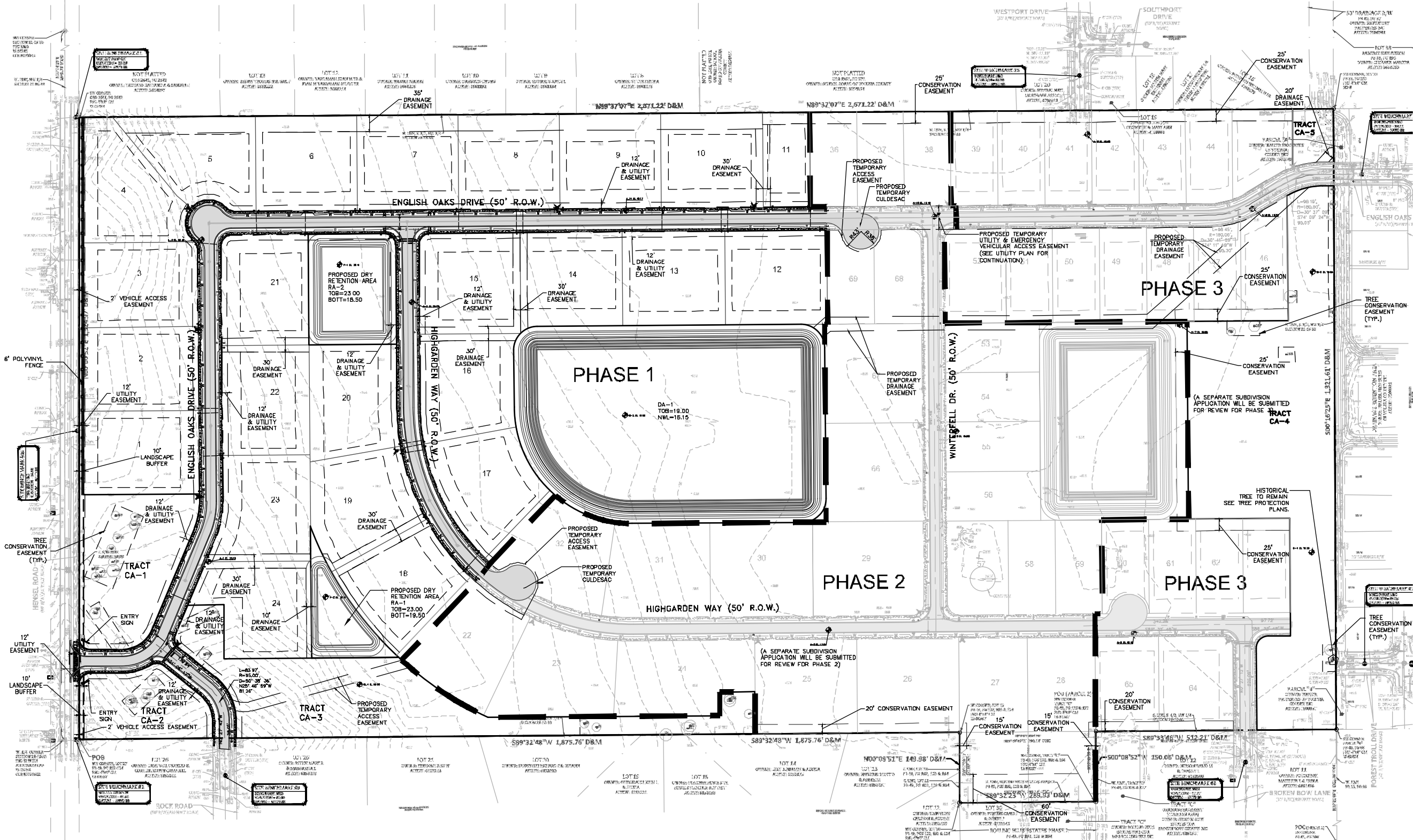
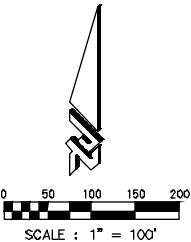
SITE DATA TABLE

PROGRAM DATA	AREA
TOTAL AREA	82.245 ACRES
RAW AREA - PHASE 1	4.008 ACRES
LOT AREA - PHASE 1	23.503 ACRES
SUBDIVISION AREA - PHASE 1	7.806 ACRES
NATURAL PRESERVATION AREA	12.51 ACRES
NUMBER OF LOTS PROPOSED - PHASE 1	24 LOTS
PARCEL NUMBER	632-00-00-0011
	632-00-00-0074

* AREA INCLUDES TREE PRESERVATION AREA
ALSO INCLUDED IN LOT AREA

LEGEND

- PROPERTY BOUNDARY
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LOT NUMBER
- PROPOSED SETBACK
- SPECIMEN TREE TO REMAIN



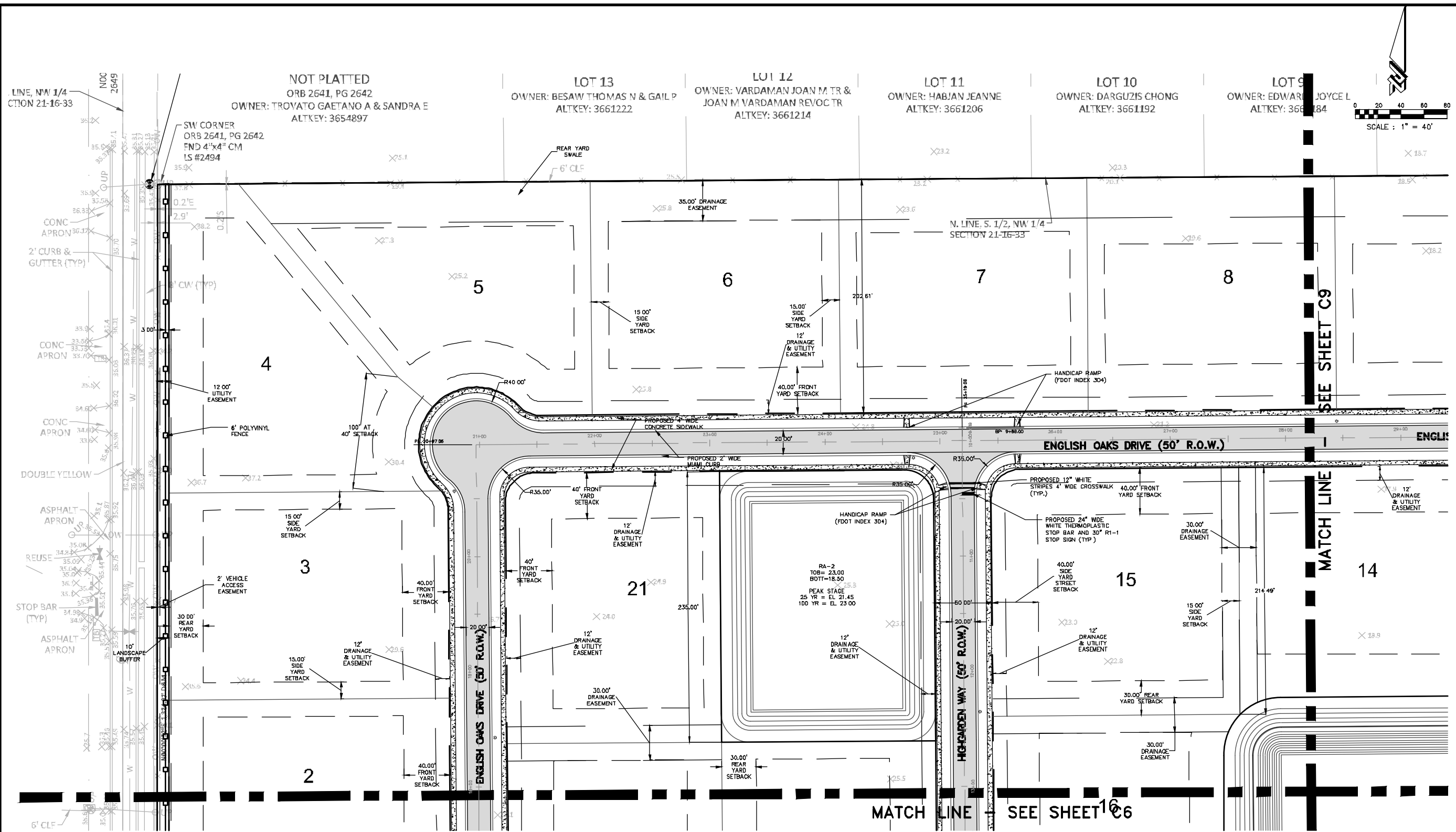
KING'S LANDING

PHASE 1

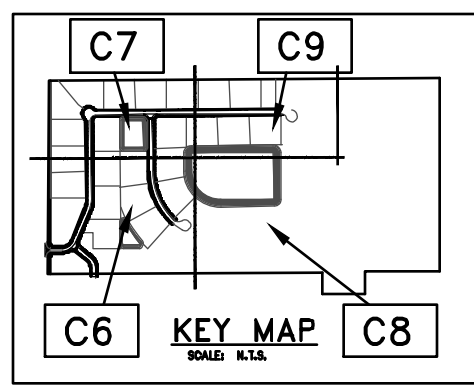
FINAL ENGINEERING PLANS

OVERALL DEVELOPMENT PLAN

PROJECT NO: 15002X
ISSUE DATE: 03/04/16
DESIGNED BY: JSM
DRAWN BY: TM
CHECKED BY: RMB
APPROVED BY: 5082X-00P.D.A.O
X-04P-S 15002X-04S.D.W.G
X-04P-S 15002X-04S.D.W.G



- LEGEND**
- PROPERTY BOUNDARY
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - 15 PROPOSED LOT NUMBER
 - PROPOSED SETBACK
 - 24.5 SPECIMEN TREE TO REMAIN
 - PROPOSED FOOT CROSSWALK
 - PROPOSED 12" WIDE WHITE STOP BAR
 - PROPOSED 30" R-1 STOP SIGN
 - PROPOSED STREET LIGHT



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE
PLAINFIELD, NEW JERSEY
WWW.ZEVCOHEN.COM

ORDON BEACH & ASSOCIATES, INC.
300 N. MAIN STREET, SUITE 200
NEWARK, NJ 07102
TEL: 973-243-1111 FAX: 973-243-1112

EDGEWATER & ASSOCIATES, INC.
1000 ROUTE 100, SUITE 100
NEWARK, NJ 07102
TEL: 973-243-1111 FAX: 973-243-1112

KING'S LANDING PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN

CITY OF ORANGE, N.J.

PROJECT NO: 15092X
ISSUE DATE: 08/01/16
DESIGNED BY: JSM/MS
DRAWN BY: TM
CHECKED BY: RMB
APPROVED BY: JSM/MS
SCALE: 1/8"=1'-0"
SHEET C7 OF 33

[illegible]

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PROPERTY BOUNDARY

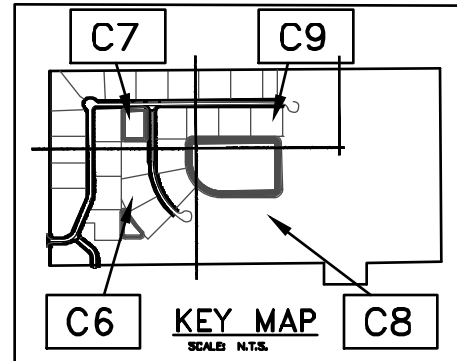
PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE SIDEWALK
15

PROPOSED SETBACK

SPECIMEN TREE TO REMAIN

PROPOSED FOOT CROSSWALK
PROPOSED 2' WIDE WHITE STOP BAR
PROPOSED 30' R-1 STOP SIGN
PROPOSED STREET LIGHT



ORMOND BEACH
3001 N. EUGENIE BLVD., STE. C
ORLANDO, FL 32814, F. 531-7438; 877-244-5 FAX (304) 677-2106

EDGEWATER
10801 137TH AVE. NW
FARGO, ND 58103, F. 32132
800-880-1877; 701-784-0021 FAX (701) 787-2506

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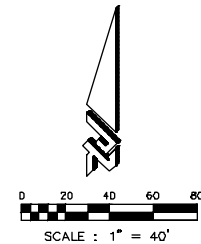
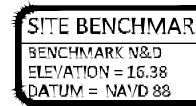
**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN**

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PROJECT NO: 15092X
ISSUE DATE: 28/04/8
DESIGNED BY: JLMG
DRAWN BY: CM
CHECKED BY: JLMG
TRAINING ID: 15092X-04S-P,D,WG
XREFS 15092X-04S,DWG
XREFS 15092X-04S-V,DWG
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NO. VALUABLE EDITIONS
PAPER, BOOK, P., NO. 6750

SCHAF 17-40

SHEET C8 OF 33



IEP 45-C
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ORMOND BEACH
3001N ENGINEER BLVD., STE. C
ORMOND BEACH, FL 32174
386/677-2462 FAX 386/677-2106

EDGEWATER
1040 ALPARK ROAD
F706FWAT-R, F 32132
28605 072-7680 FAX 78605 077-2586

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[illegible][illegible]

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
GEOMETRY, STRIPING & SIGNAGE PLAN**

PROJECT NO: 15002X

ISSUE DATE: 28-05-18

DESIGNED BY: J3/MG

D-RAT ED BY: CM

CHILDED BY: RMH

132A\MINI111 - 15082X-S.P.DWG
X3115 15082X-PAS.DWG

XREFS 15012X 2L RV.DW

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

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1. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

10. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

1. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

NO VALIDITY

1. *Journal of the American Medical Association*, 2000; 283: 2689-2696.

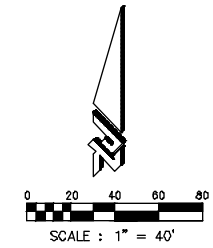
10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

50A F 1"-40"

SHEET C9

MATCH LINE - SEE SHEET C11



ORMOND BEACH
3001N BURGESS BLVD., STE. C
ORLANDO, FL 32814
(386) 377-2462 FAX (386) 677-2006

EDGEWATER
1040 1ST N. K. RD. 2A
FARGO, ND 58102
(701) 377-2462 FAX (701) 377-2006

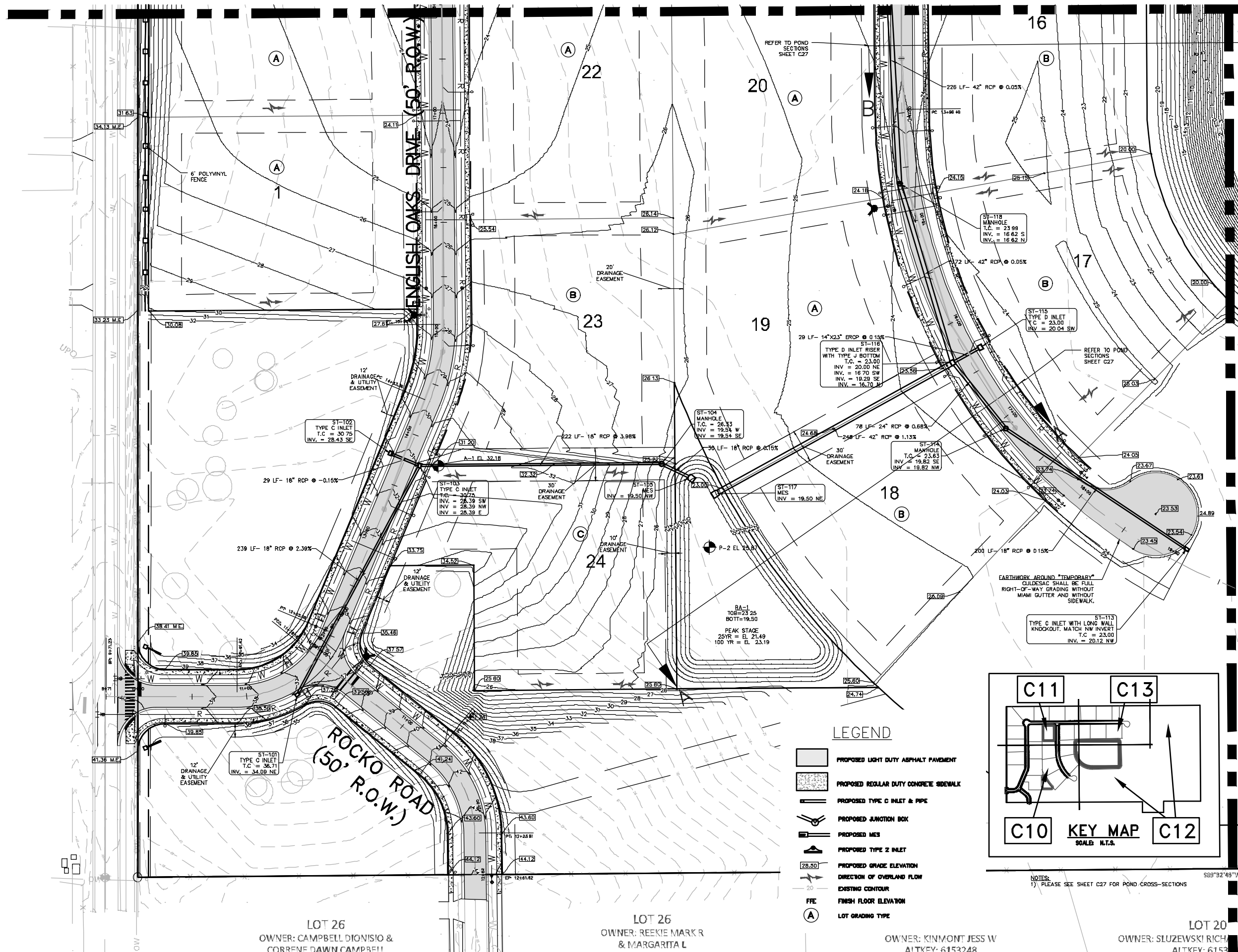
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**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
FOR PAVING, GRADING & DRAINAGE PLANS**

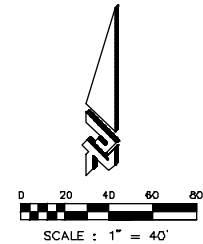
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CHECKED BY:	RMF
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XREF:	15092X-CL-RV.DWG

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SHEET C10 OF 33



LOT 9
OWNER: EDWARD
ALTKEY: 366



ORMOND BEACH
3001 ATLANTIC AVE. #12, C
ORMOND BEACH, FL 32057
(304) 677-2463 FAX (304) 677-2405

EDGEWATER
1640 14TH AVE. #213
FARMVAT = R, C 3132
(786) 677-2452 FAX (786) 677-2396

[illegible]

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN**

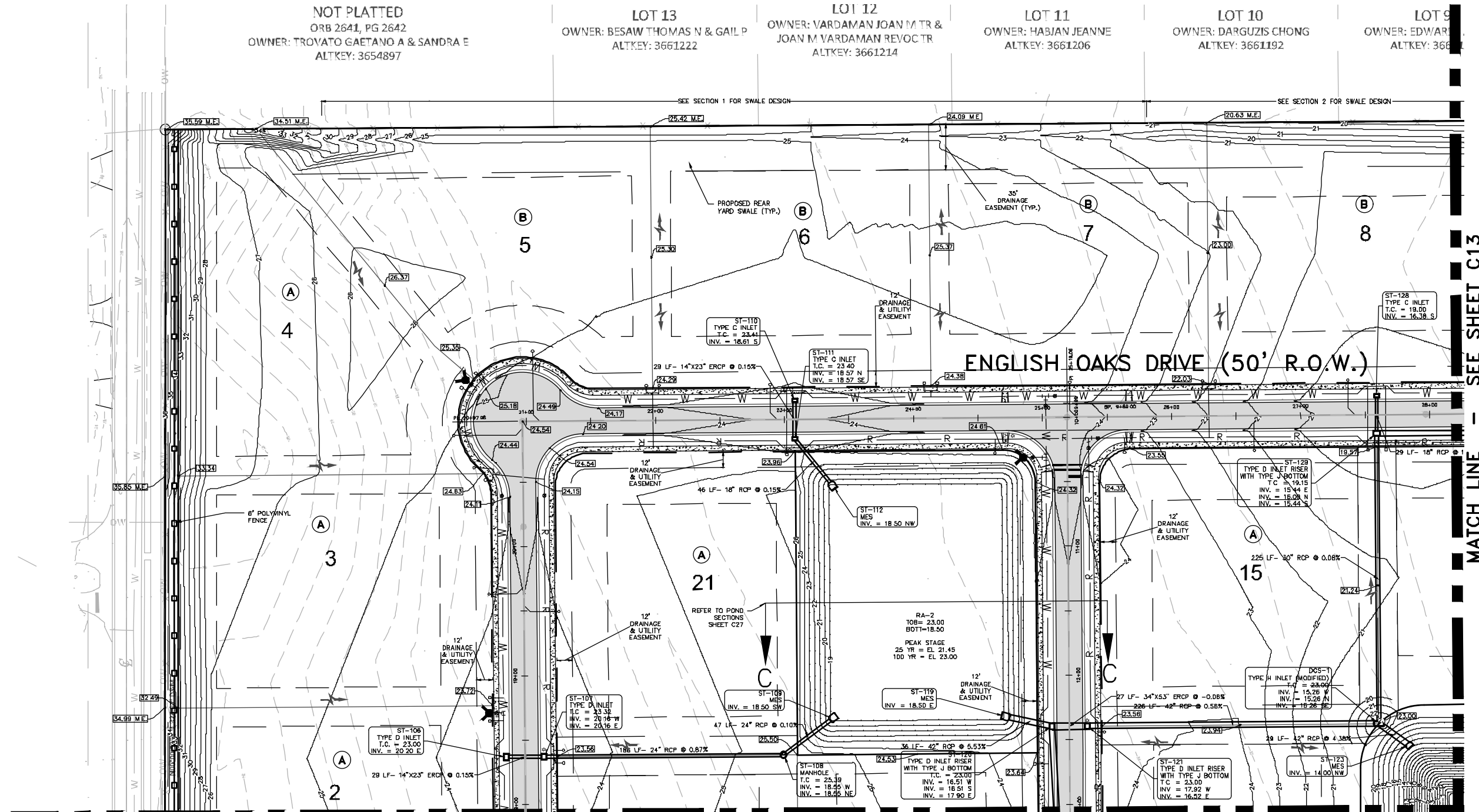
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APPROVED BY:	RMP
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XREFS:	15092X-DAS.DWG
	XREFS 15092X-CL-W.DWG

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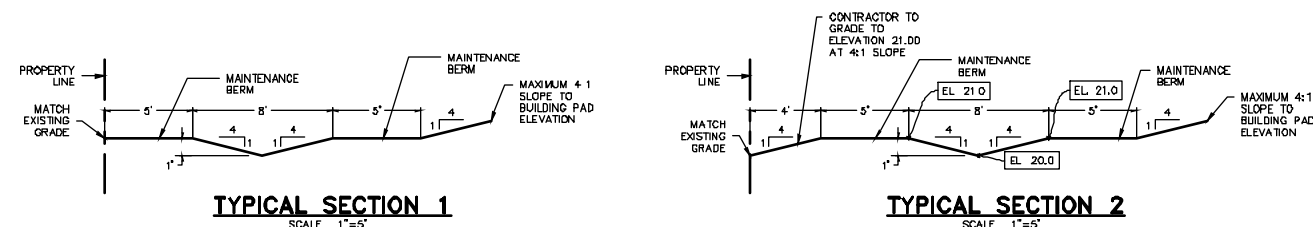
SCA F 1"-40'

SHEET C11 of 33

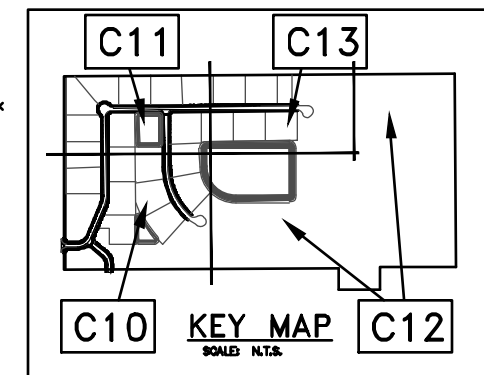


MATCH LINE - SEE SHEET C10

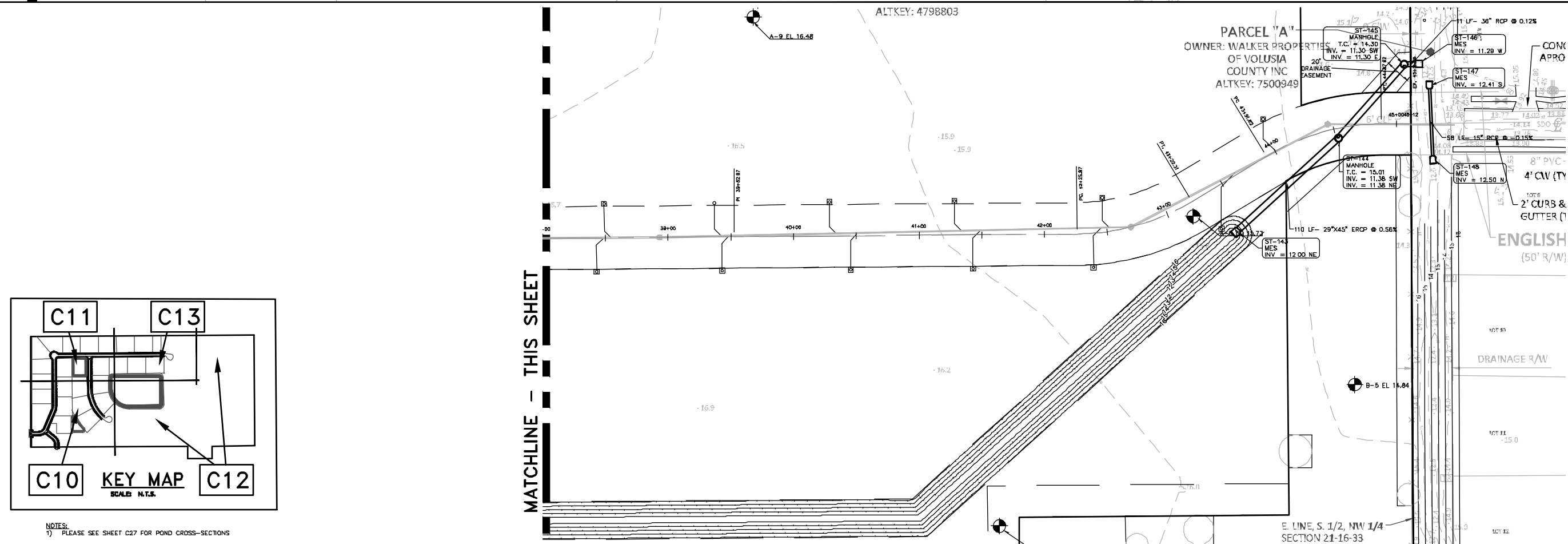
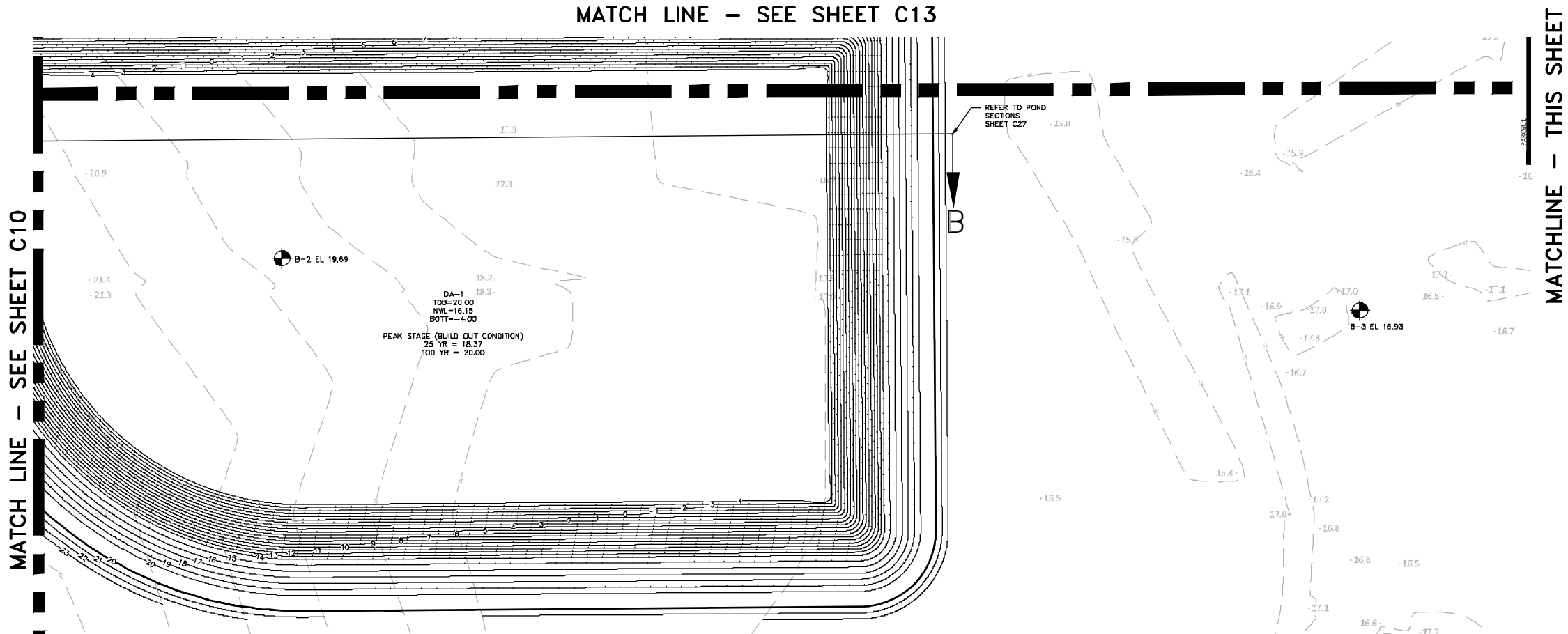
LEGEND



- | | |
|---|--------------------------------------|
|  | PROPOSED LIGHT DUTY ASPHALT PAVEMENT |
|  | PROPOSED REGULAR DUTY CONCRETE SLAB |
|  | PROPOSED TYPE C INLET & PIPE |
|  | PROPOSED JUNCTION BOX |
|  | PROPOSED M&S |
|  | PROPOSED TYPE 2 INLET |
|  | PROPOSED GRADE ELEVATION |
|  | DIRECTION OF OVERLAND FLOW |
|  | EXISTING CONTOUR |
|  | FINISH FLOOR ELEVATION |
|  | LOT GRADING TYPE |



NOTES:
1) PLEASE SEE SHEET C27 FOR POND CROSS-SECTIONS



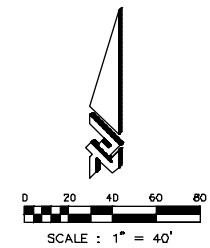
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS & ARCHITECTS
10000 W. US HWY 1, SUITE 200
DADE COUNTY, FL 33148
TEL: (305) 774-2443 FAX: (305) 774-2444
WWW.ZEVCOHEN.COM

ORMOND BEACH
300 N. MILITARY BLVD., SUITE 200
ORMOND BEACH, FL 32174
TEL: (386) 674-2443 FAX: (386) 674-2444

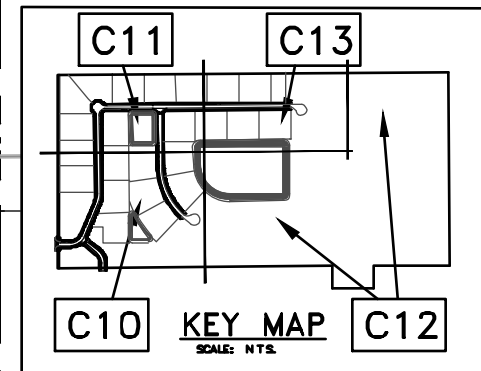
EDGEWATER
10000 W. US HWY 1, SUITE 200
DADE COUNTY, FL 33148
TEL: (305) 774-2443 FAX: (305) 774-2444

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN**

PROJECT NO: 150424
ISSUE DATE: 03/04/16
DESIGNED BY: JSM/MS
DRAWN BY: JSM
CHECKED BY: JSM
APPROVED BY: JSM
SCALE: 1"=40'
SHEET C12 OF 33



	PROPOSED LIGHT DUTY ASPHALT PAVEMENT
	PROPOSED REGULAR DUTY CONCRETE SIDEWALK
	PROPOSED TYPE C INLET & PIPE
	PROPOSED JUNCTION BOX
	PROPOSED MANS
	PROPOSED TYPE 2 INLET
	PROPOSED GRADE ELEVATION
	DIRECTION OF OVERLAND FLOW
	DUSTING CONTOUR
	FINISH FLOOR ELEVATION
	LOT GRADING TYPE



NOTES
1) PLEASE SEE SHEET C27 FOR POND CROSS-SECTIONS.

KING'S LANDING

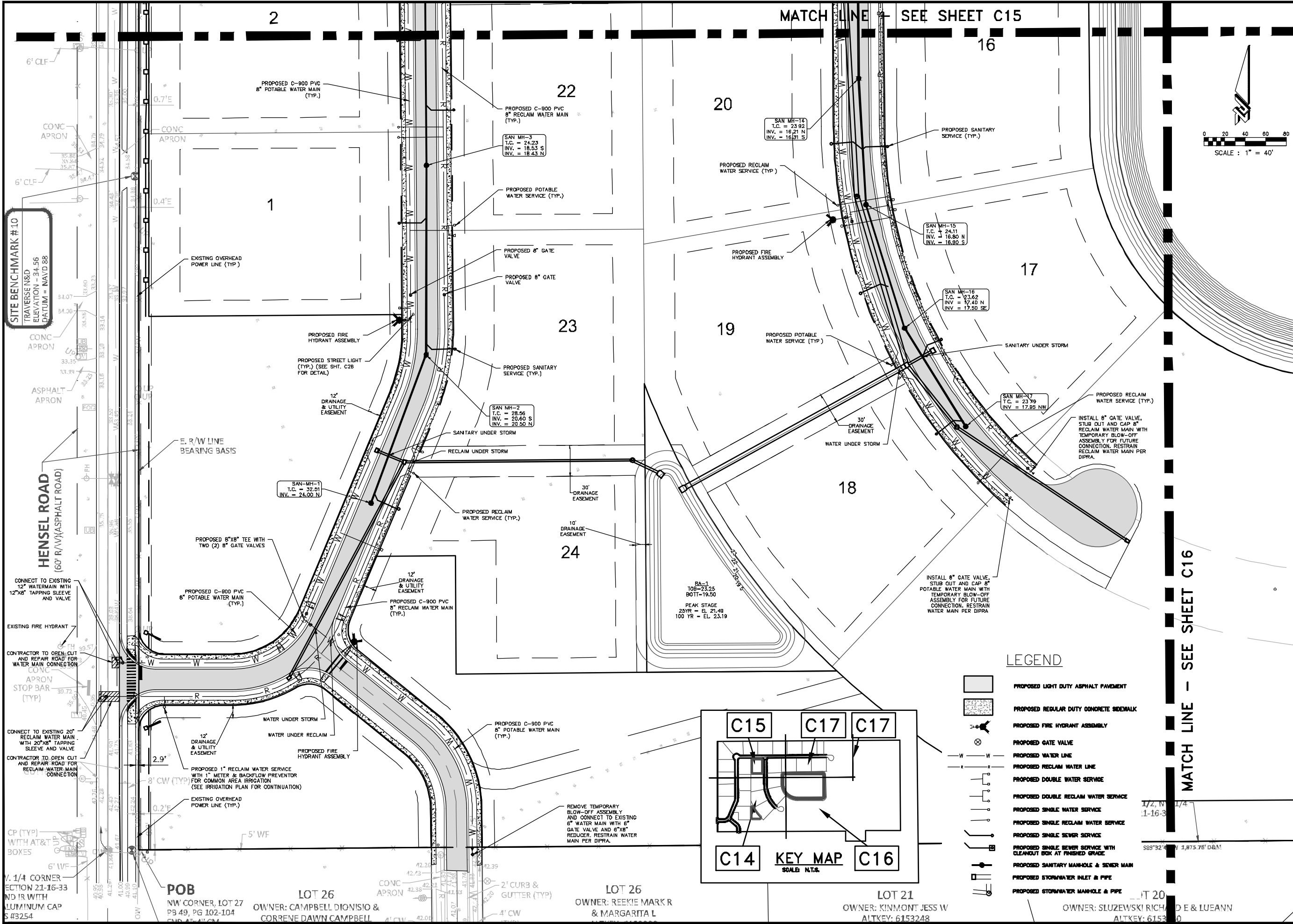
PHASE 1 FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CHITRAL SINGH

PROJECT NO:	15092X
ISSUE DATE:	05/05/18
DESIGNED BY:	JJ/MG
CHECKED BY:	CM
APPROVED BY:	MM
ISSUANCE TO:	15092X-PC-DWG
DATE:	15092X-04S-DWG
REF:	15092X-04L-V-DWG

3CA F 1"-40'

SHEET C13 OF 33



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS & ARCHITECTS
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.733.1111 FAX: 303.733.1112
WWW.ZEVCOHEN.COM

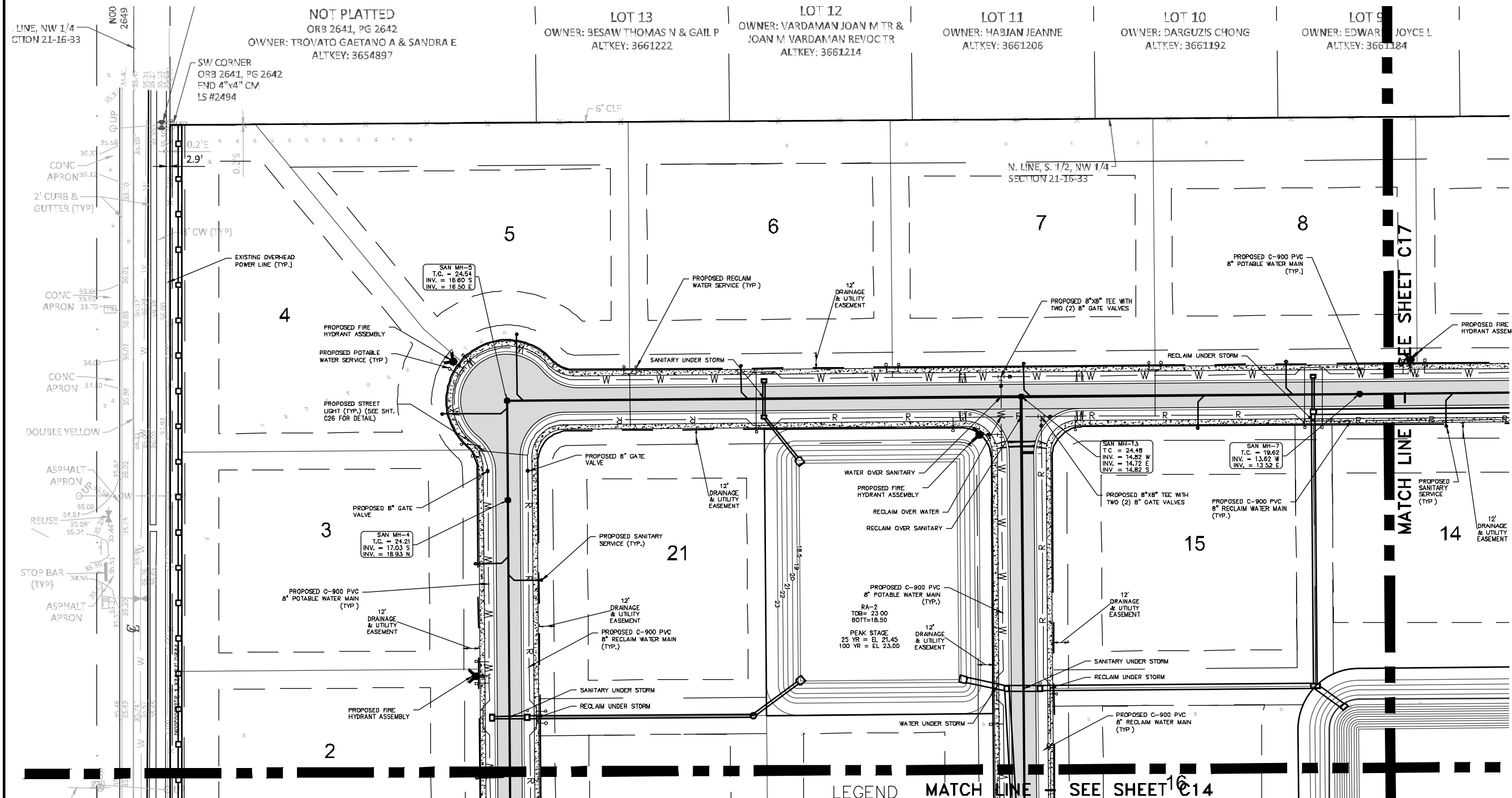
ORMOND BEACH
300 N. MILITARY BLVD., SUITE 100
ORLANDO, FL 32804
TEL: 407.242.2424 FAX: 407.242.2425

EDGEWATER
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.733.1111 FAX: 303.733.1112

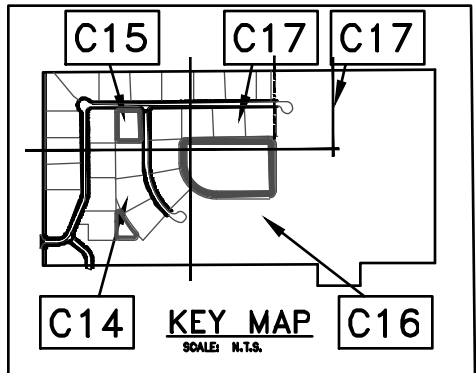
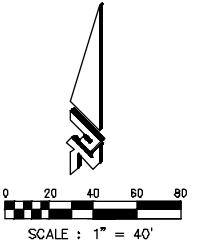
**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
UTILITY PLAN**

CITY OF COCO COUNTY, FL

PROJECT NO: 15002X
ISSUE DATE: 03/04/16
DESIGNED BY: JSM/MS
DRAWN BY: JSM
CHECKED BY: JSM
DATE: 03/04/16
SCALE: 1"=40'
SHEET C14 OF 33



- LEGEND**
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
 - PROPOSED REGULAR DUTY CONCRETE SIDEWALK
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED GATE VALVE
 - PROPOSED WATER LINE
 - PROPOSED RECLAIM WATER LINE
 - PROPOSED DOUBLE WATER SERVICE
 - PROPOSED DOUBLE RECLAIM WATER SERVICE
 - PROPOSED SINGLE WATER SERVICE
 - PROPOSED SINGLE RECLAIM WATER SERVICE
 - PROPOSED SINGLE SEWER SERVICE
 - PROPOSED SINGLE SEWER SERVICE WITH CLEANOUT BOX AT FINISHED GRADE
 - PROPOSED SANITARY MANHOLE & SEWER MAIN
 - PROPOSED STORMWATER INLET & PIPE
 - PROPOSED STORMWATER MANHOLE & PIPE



ORMOND BEACH
300 N. MILITARY BLVD., SUITE 100
ORLANDO, FL 32804
TEL: (407) 243-1111 FAX: (407) 243-1112
WWW.ZEVCOHEN.COM

EDGEWATER
10000 N. W. 11TH AVE., SUITE 100
FORT LAUDERDALE, FL 33304
TEL: (954) 776-2443 FAX: (954) 776-2444

**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
UTILITY PLAN**

PROJECT NO:	15002X
ISSUE DATE:	08/01/16
DESIGNED BY:	JSM/MS
DRAWN BY:	DM
CHECKED BY:	DM
IN CHARGE:	DM
DATE:	08/01/16
SCALE:	N.T.S.
SHEET:	C15 of 33

MATCH LINE - SEE SHEET C17

MATCH LINE - SEE SHEET C14

LOT 14
OWNER: EKEY BENJAMIN & JESSICA

LOT 13

LOT 20
SKIRICH, D E & LUEANN
FY: 6153

NE CORNER, LOT 13
PB 49, PG 102, 103 &
FND 4"x4" CM
LB #4567

5' WF

0'4'7'08"W
0.00' DESC

0.2'E

0.4'N

S89°32'48"W 1,875.76' D&M

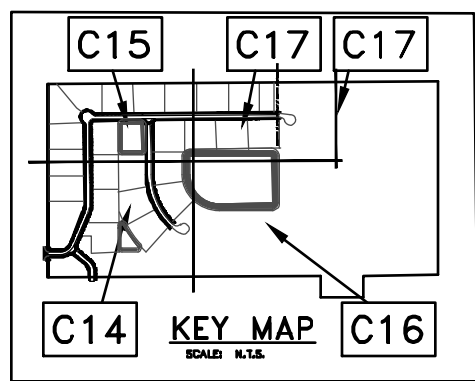
S89°32'48"W 1,875.76' D&M

0'0'08'51"E 149.98' D&M

E. LINE, LOT 13



- | | |
|---|--|
|  | PROPOSED LIGHT DUTY ASPHALT PAVEMENT |
|  | PROPOSED REGULAR DUTY CONCRETE SIDEWALK |
|  | PROPOSED FIRE HYDRANT ASSEMBLY |
|  | PROPOSED GATE VALVE |
|  | PROPOSED WATER LINE |
|  | PROPOSED RECLAIM WATER LINE |
|  | PROPOSED DOUBLE WATER SERVICE |
|  | PROPOSED DOUBLE RECLAIM WATER SERVICE |
|  | PROPOSED SINGLE WATER SERVICE |
|  | PROPOSED SINGLE RECLAIM WATER SERVICE |
|  | PROPOSED SINGLE SEWER SERVICE |
|  | PROPOSED SINGLE SEWER SERVICE WITH
CLEANOUT BOX AT FINISHED GRADE |
|  | PROPOSED SANITARY MANHOLE & SEWER MAIN |
|  | PROPOSED STORMWATER INLET & PIPE |
|  | PROPOSED STORMWATER MANHOLE & PIPE |



MATCH LINE - SEE SHEET C14

S. 1/2, N. 1/4
 J21-16-3
 S89°32'14" W, 1,875.76' D&M
 .OT 20
 SKI RICHARD E & LUEANN
 EY: 6152 10

LOT 14
OWNER: EKEY BENJAMIN & JESSICA

LOT 13

E. LINE, LOT 13 —

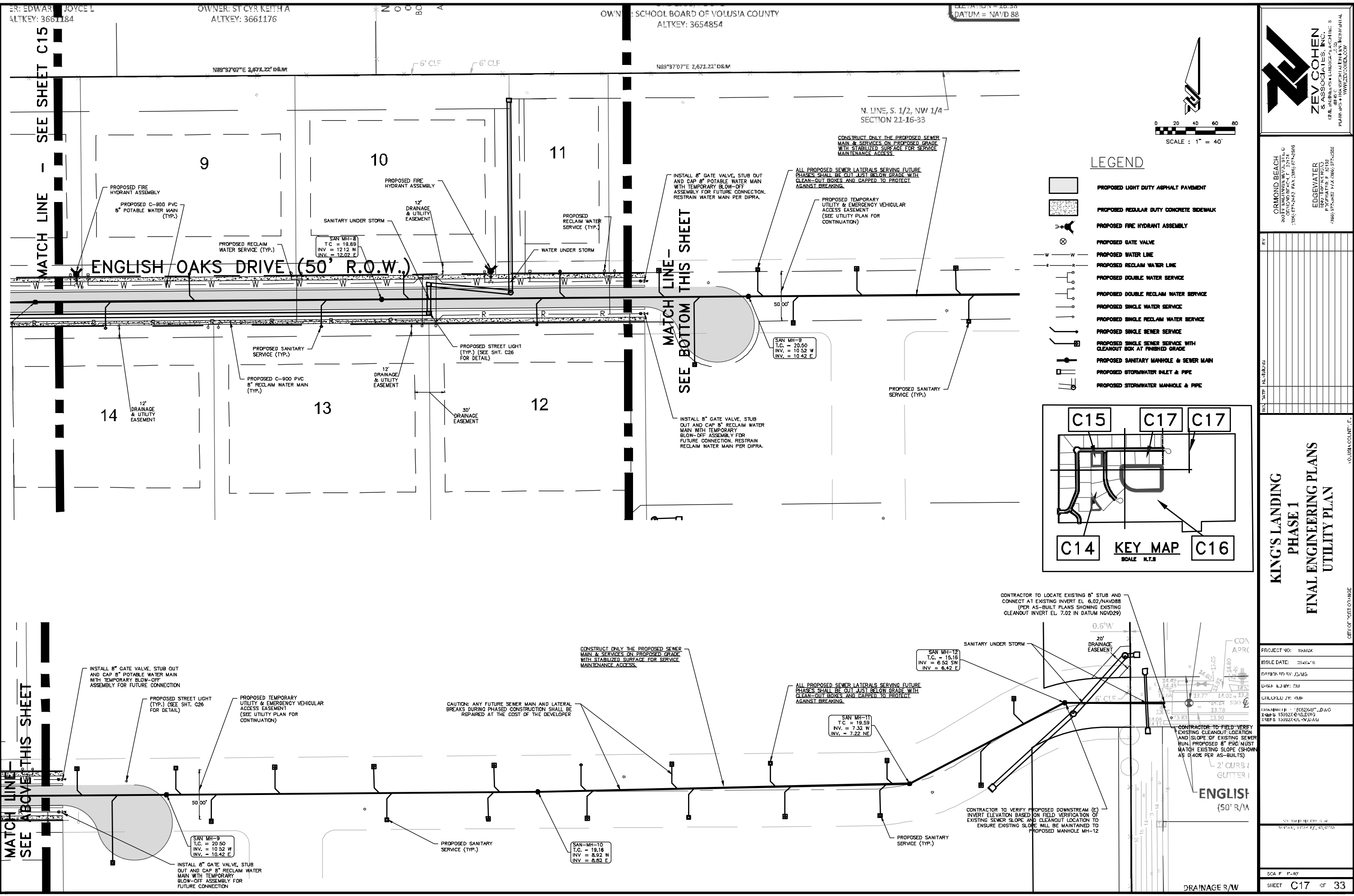
NE CORNER, LOT 13
P3 49, PG 102, 103 &
FND 4"x4" CM
LB #4567

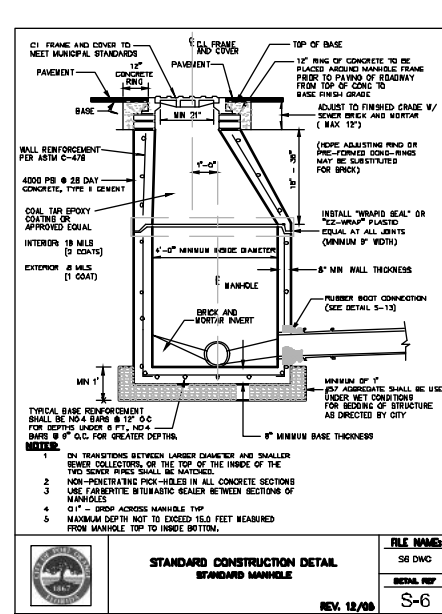
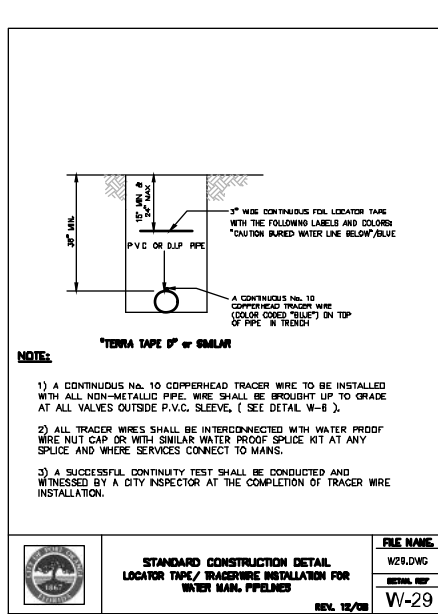
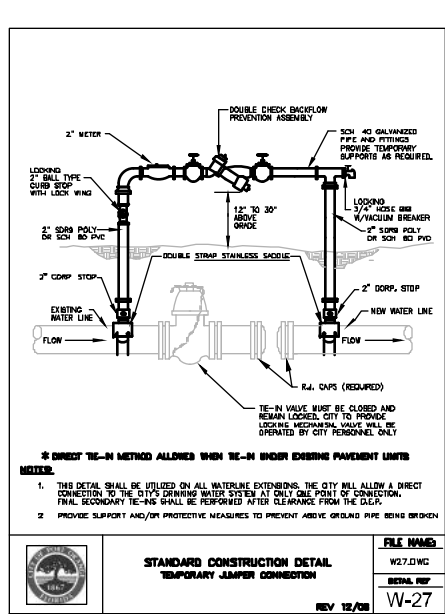
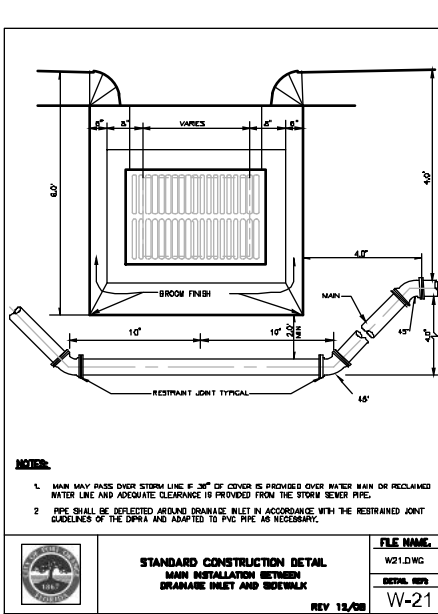
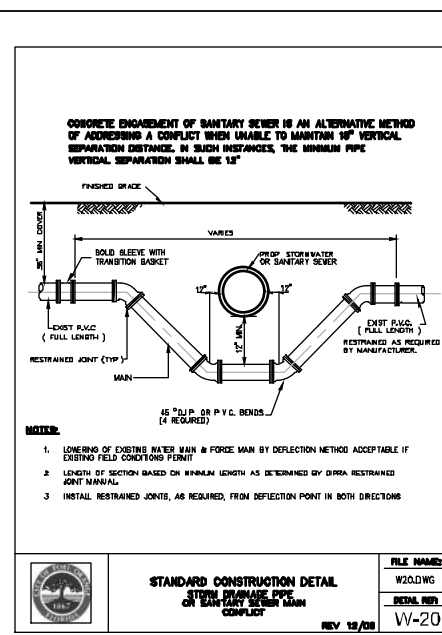
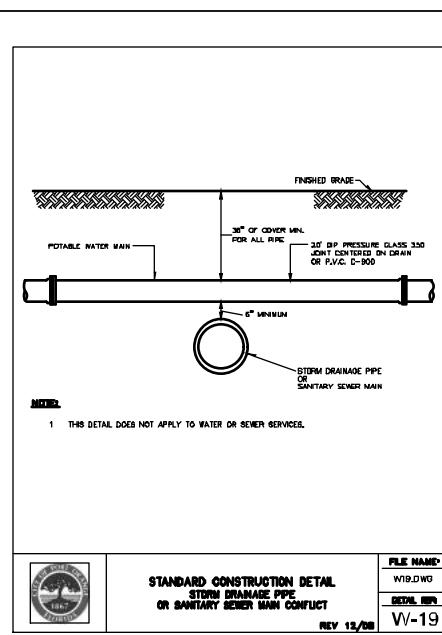
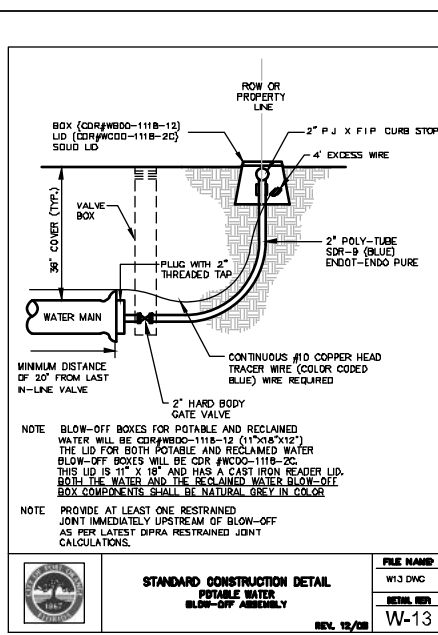
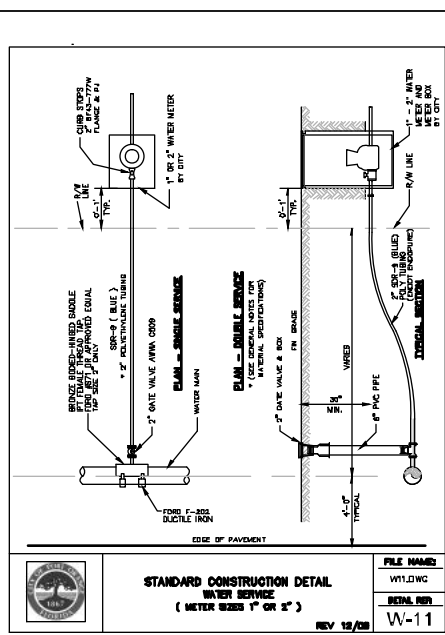
0.2' E

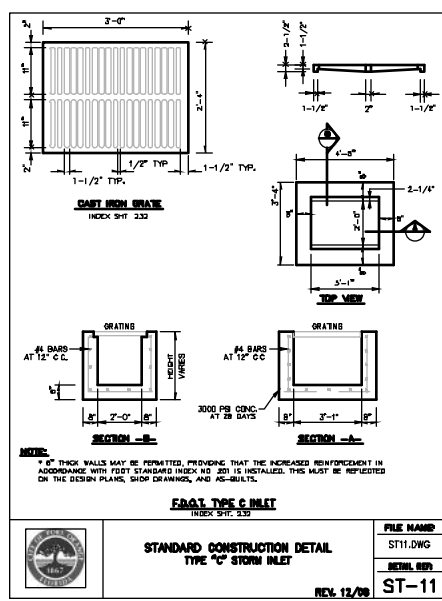
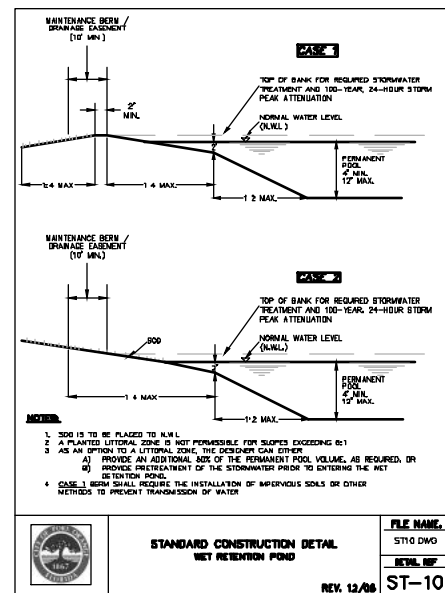
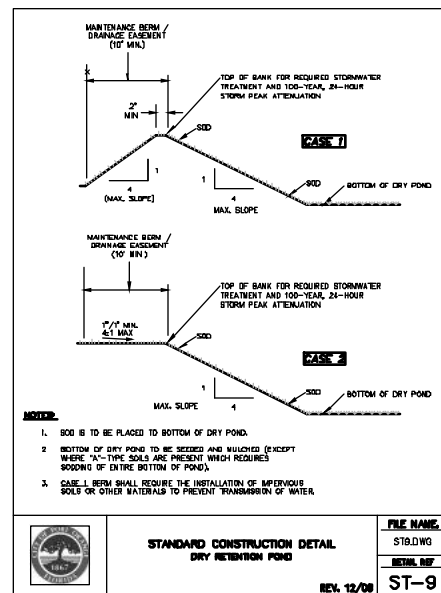
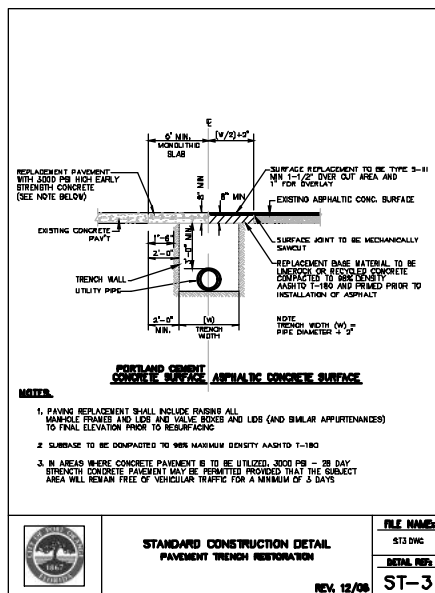
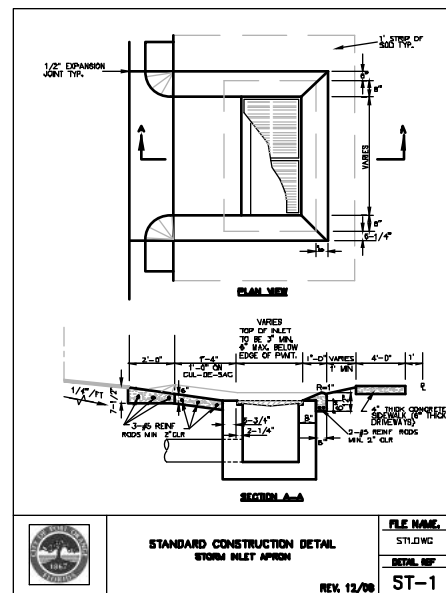
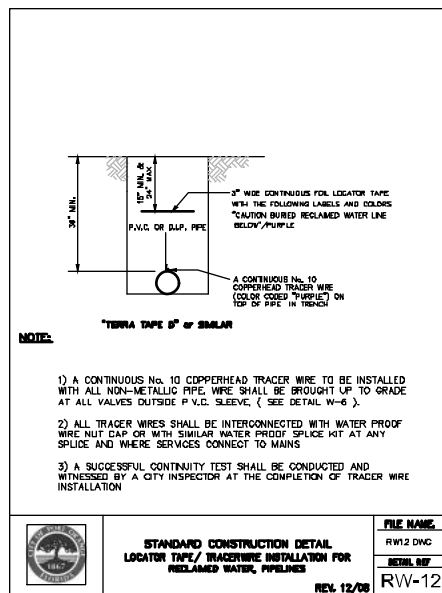
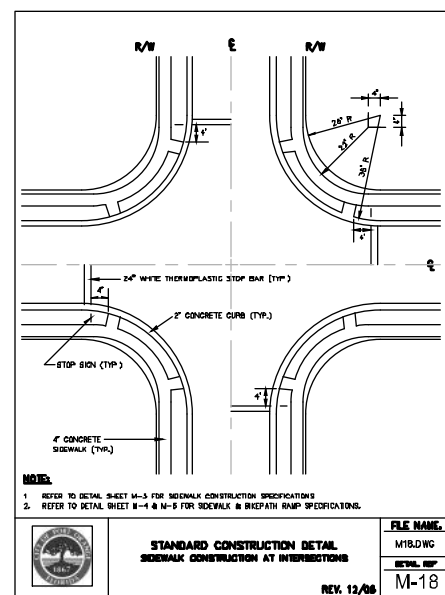
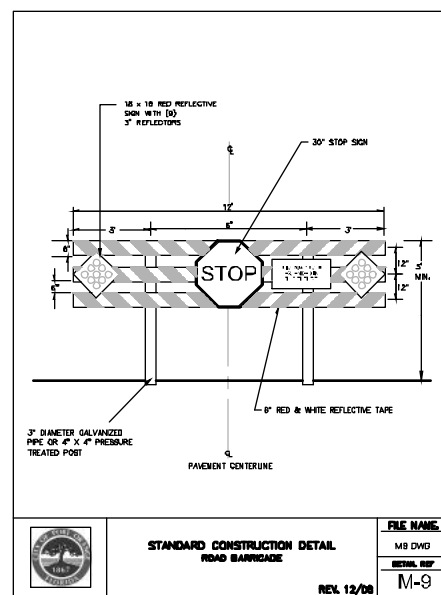
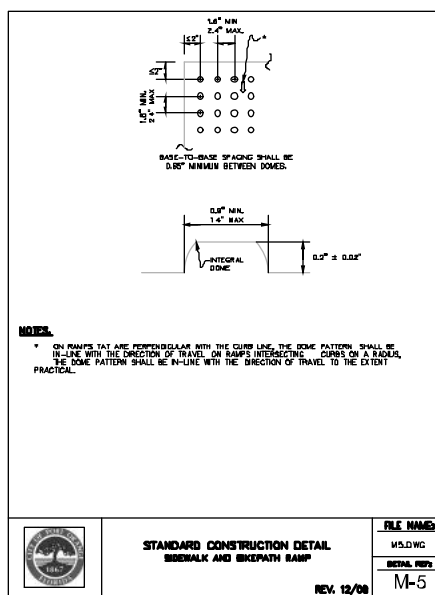
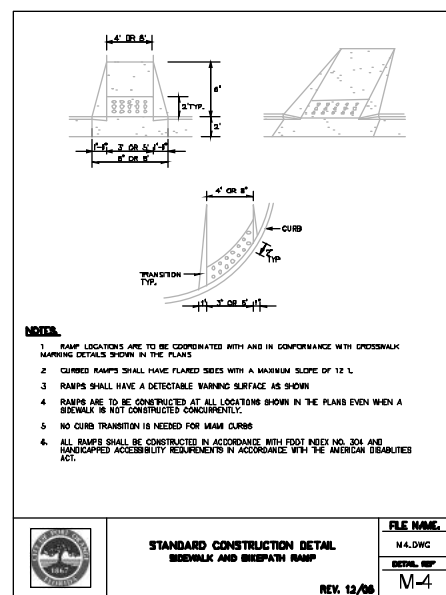
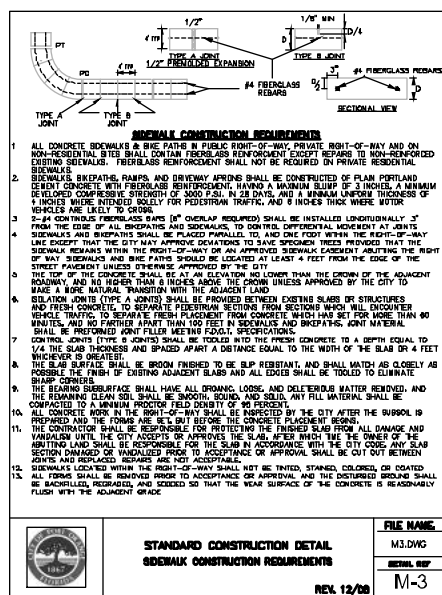
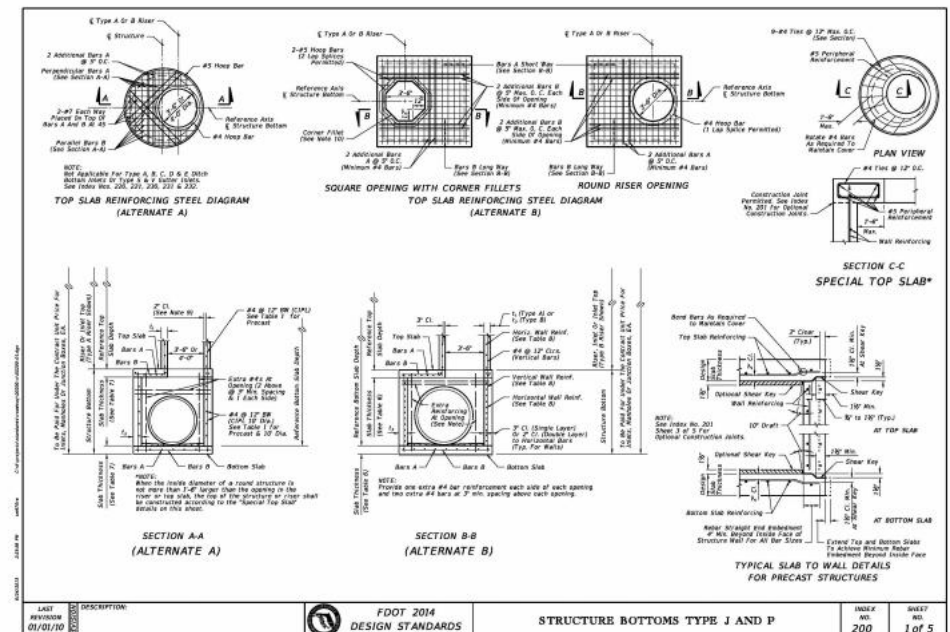
5' WF

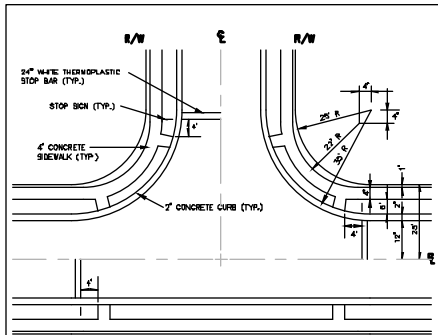
0'4.708"W
0.00' DESC

[illegible]





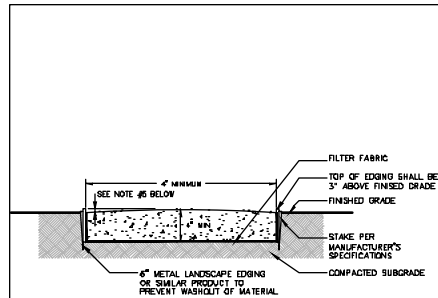
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- NOTE:**
1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
 2. REFER TO DETAIL SHEET R-4 & R-5 FOR SIDEWALK & BROADWAY PLANT SPECIFICATIONS.

STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS

FILE NAME: M19.DWG
REVISION: M-19
REV. 12/08



- NOTE:**
1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
A. COMPACTED CRUSHED CONCRETE
B. COMPACTED CRUSHED SHELL
 2. CONCRETE AND ASPHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
 3. MULCH SHALL NOT BE USED AS A STABILIZED WALKWAY MATERIAL.
 4. THE FINAL GRADE OF THE WALKWAY SHALL BE GRADED WITH A MAXIMUM 2% CROSS-SLOPE AWAY FROM THE CENTERLINE OF THE PATH.
 5. METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKING PATH.

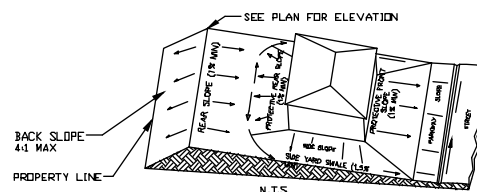
STANDARD CONSTRUCTION DETAIL
STABILIZED WALKING PATH

FILE NAME: M22.DWG
REVISION: M-22
REV. 12/08

DEEP SEPARATION NOTES

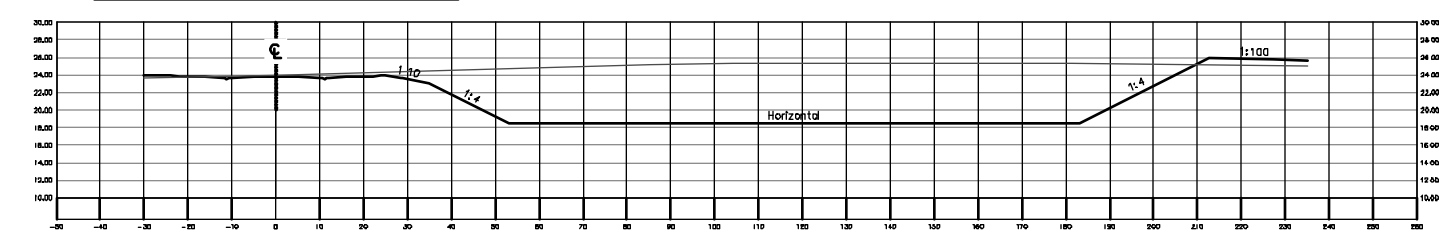
NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II 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 TWELVE INCHES, ABOVE OR AT LEAST TWELVE 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 TWELVE 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 II 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 II OF CHAPTER 62-610, F.A.C.

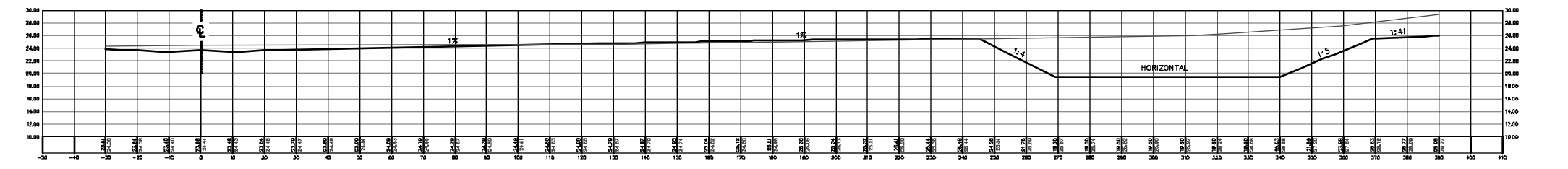


NOTE: TYPE A LOT SHOWN. SEE PLAN FOR LOT TYPE.

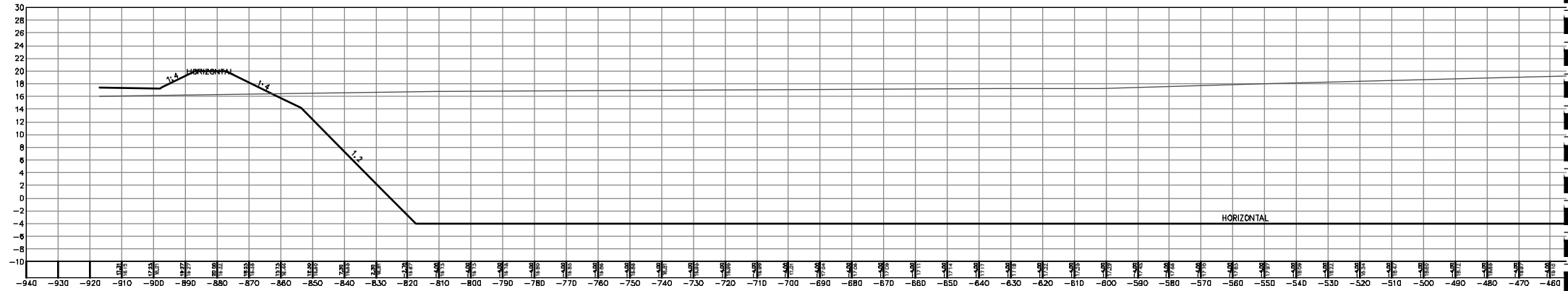
TYPICAL LOT BACK SLOPE DETAIL



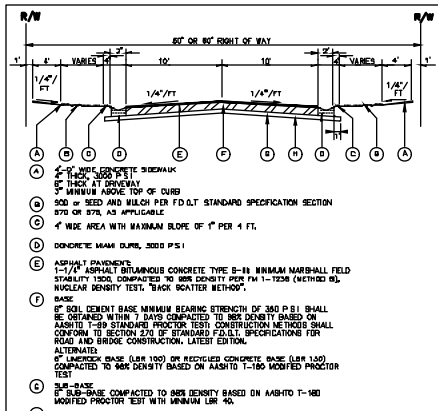
SECTION C-C TIIRU RA-2 SCALE: HORIZ: 1"=20' VERT: 1"=10'



SECTION A-A TIIRU RA-1 SCALE: HORIZ: 1"=20' VERT: 1"=10'



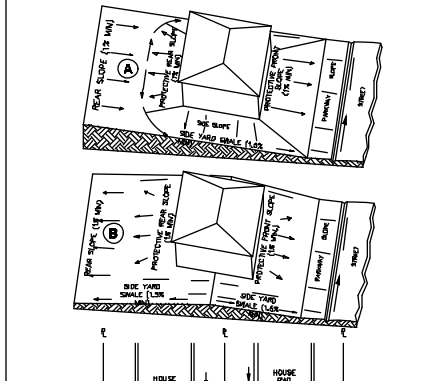
SECTION B-B TIIRU DA-1 SCALE: HORIZ: 1"=20' VERT: 1"=10'



- NOTE:**
1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
 2. 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 ESTUARY/VENTION AREA.
 3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
 4. SIDE YARD SHALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

STANDARD CONSTRUCTION DETAIL
RESIDENTIAL GRADING

FILE NAME: M23.DWG
REVISION: M-23
REV. 12/08



- NOTE:**
1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
 2. 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 ESTUARY/VENTION AREA.
 3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
 4. SIDE YARD SHALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

STANDARD CONSTRUCTION DETAIL
RESIDENTIAL GRADING

FILE NAME: M23.DWG
REVISION: M-23
REV. 12/08

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS
10000 W. UNIVERSITY BLVD., SUITE 100
FORT MYERS, FL 33907
TEL: 888.888.8888 FAX: 888.888.8888
WWW.ZEVCOHEN.COM

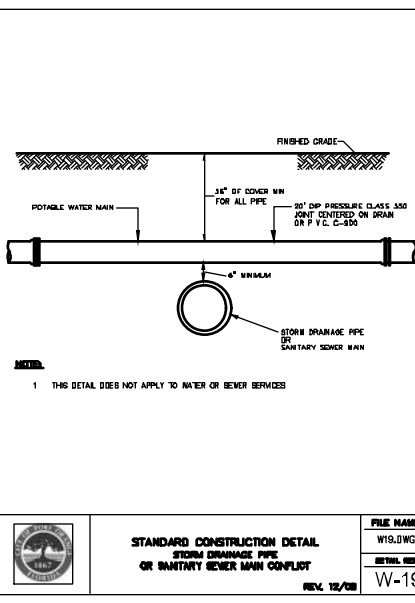
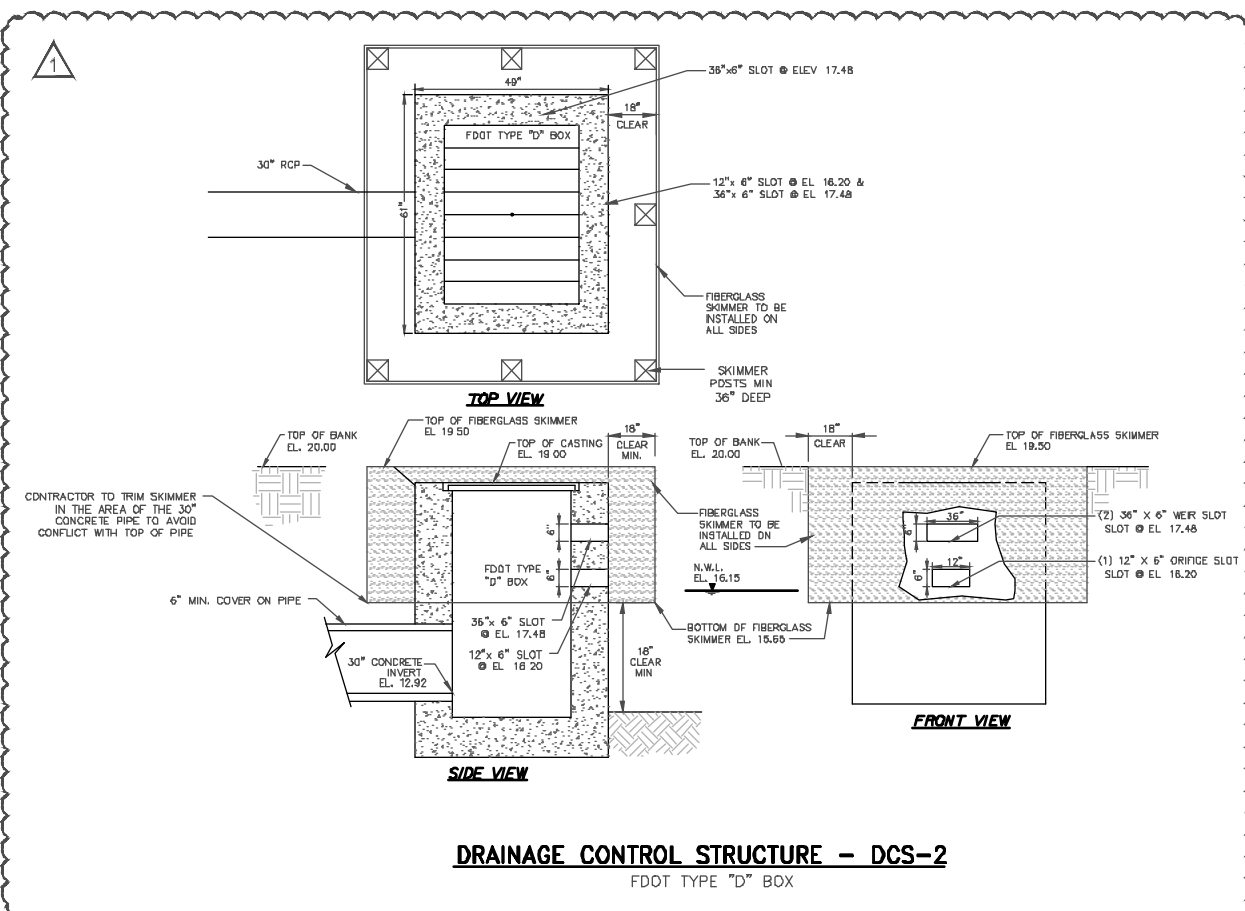
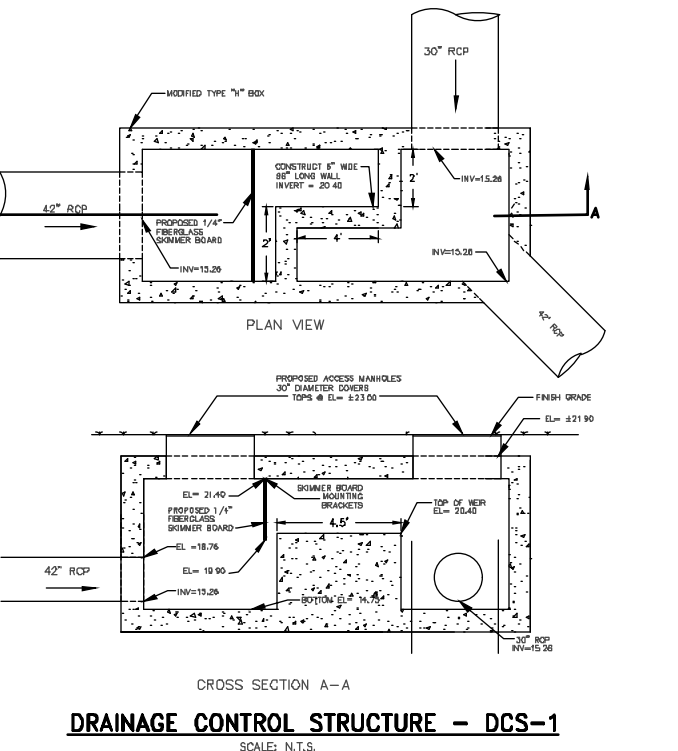
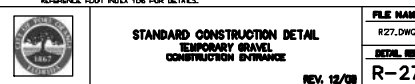
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10000 W. UNIVERSITY BLVD., SUITE 100
FORT MYERS, FL 33907
TEL: 888.888.8888 FAX: 888.888.8888
WWW.ZEVCOHEN.COM

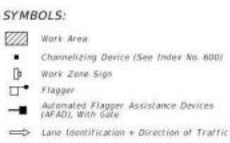
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5	12/08	ISSUED FOR PERMIT
6	12/08	ISSUED FOR PERMIT
7	12/08	ISSUED FOR PERMIT
8	12/08	ISSUED FOR PERMIT
9	12/08	ISSUED FOR PERMIT
10	12/08	ISSUED FOR PERMIT

KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS
& POND SECTIONS

PROJECT NO: 15002K
ISSUE DATE: 08/04/18
DESIGNED BY: JLM/MS
CHECKED BY: JLM/MS
DRAWN BY: JLM/MS
SCALE: AS SHOWN
SHEET: 33 OF 33

		FILE NAME R6.DWG	
STANDARD CONSTRUCTION DETAIL ROADWAY GEOMETRY		DETAIL NO. R-6	
		REV 12/08	





1. Special Conditions may be required in accordance with these notes and the following sheets.
2. If the Work Area encroaches on the Centerline, use the Layout 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.

3. Temporary Raised Rumble Strips:
- Use when both of the following conditions are met concurrently:
 - Existing Posted Speed is 50 mph or greater;
 - Work duration is greater than 60 minutes.
 - Use a consistent 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.

4. Additional one-way control may be provided by the following means:
 - a. Flag-carrying vehicle;
 - b. Official vehicle;
 - c. Pilot vehicles;
 - d. 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.

5. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.

6. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

7. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft.

8. **Railroad Crossings:**
a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Chart 3.

- b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

9. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
- a. Work operations are 60 minutes or less.
 - b. Speed limit is 45 mph or less.
 - c. There are no sight obstructions to vehicles approaching the work.

- d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
- e. Volume and complexity of the roadway has been considered.
- f. If a railroad crossing is present, vehicles will not queue across rail tracks.

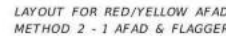
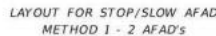
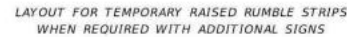
10. See Index 600 for general TCZ requirements and additional information.

- II. Automated Flagging Assistance Devices (AFADs) may be used in accordance with the Notes on Sheet 3.

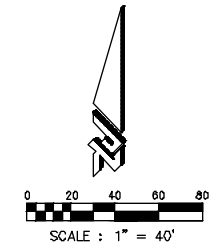
- 2013年10月15日 星期二 10:10:10

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT,
WORKERS OR THEIR ACTIVITIES
ENCROACH THE AREA BETWEEN
THE CENTERLINE AND A LINE 2'
OUTSIDE THE EDGE OF TRAVEL WAY



MATCH LINE - SEE SHEET C31



ORMOND BEACH
3007N ECHINUS BLVD., STE. C
ORMOND BEACH, FL 32174
(386) 677-2462 FAX (386) 677-2505

EDGEWATER
1849 13TH AVE. NW
FARGO, ND 58103
(701) 281-6400 FAX (701) 281-2556

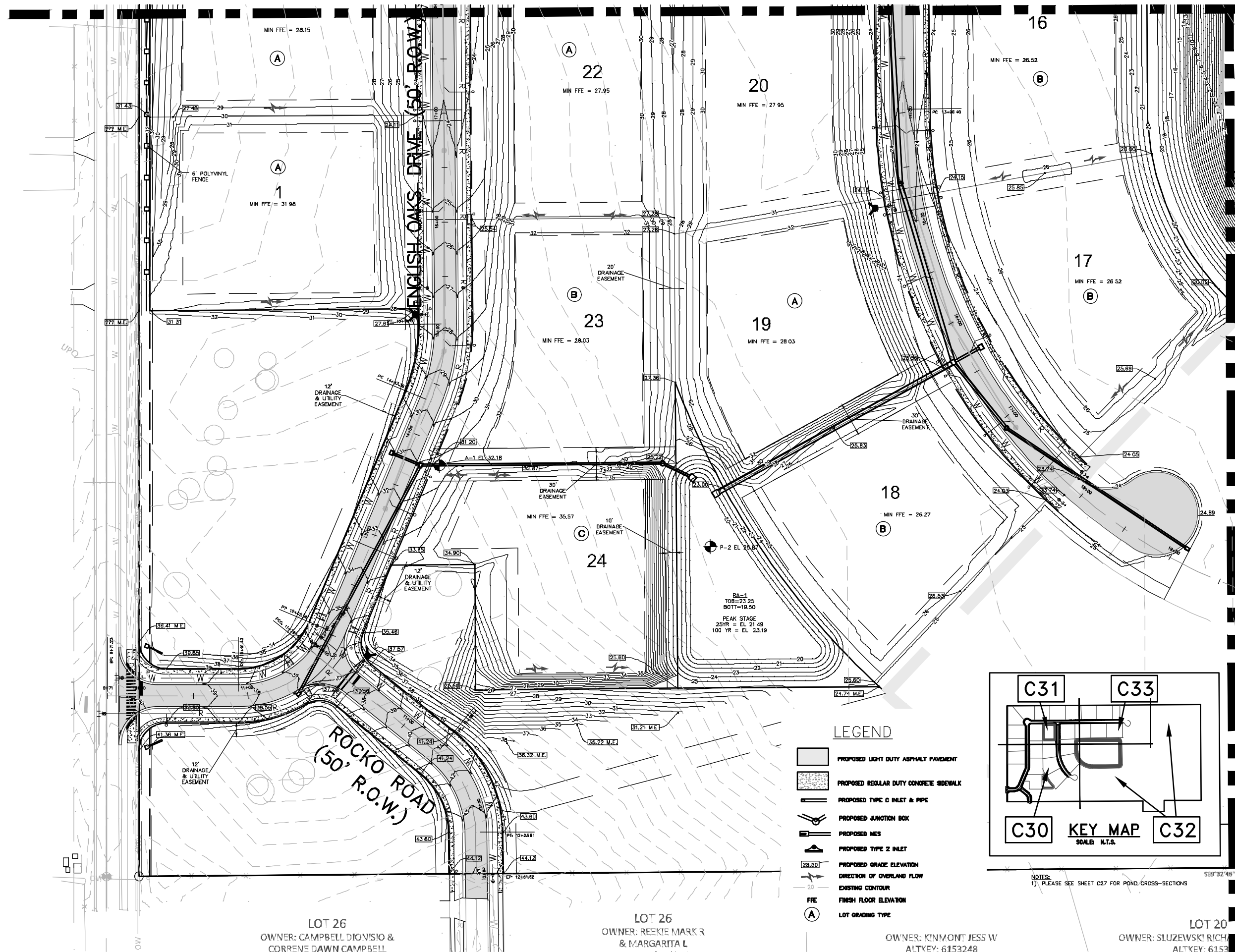
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**KING'S LANDING
PHASE 1
FINAL ENGINEERING PLANS
BUILDERS GRADING PLAN**

PROJECT NO:	15092X
ISSUE DATE:	2005-11-18
DRAWN BY:	JDM/G
CHECKED BY:	TI
APPROVED BY:	RMF
DESCRIPTION:	15092X-PCB.DWG
DATE:	15092X-PCB.DWG
REF:	15092X-CL-RV.DWG

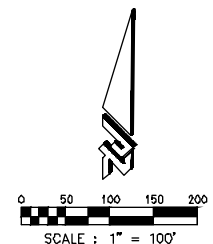
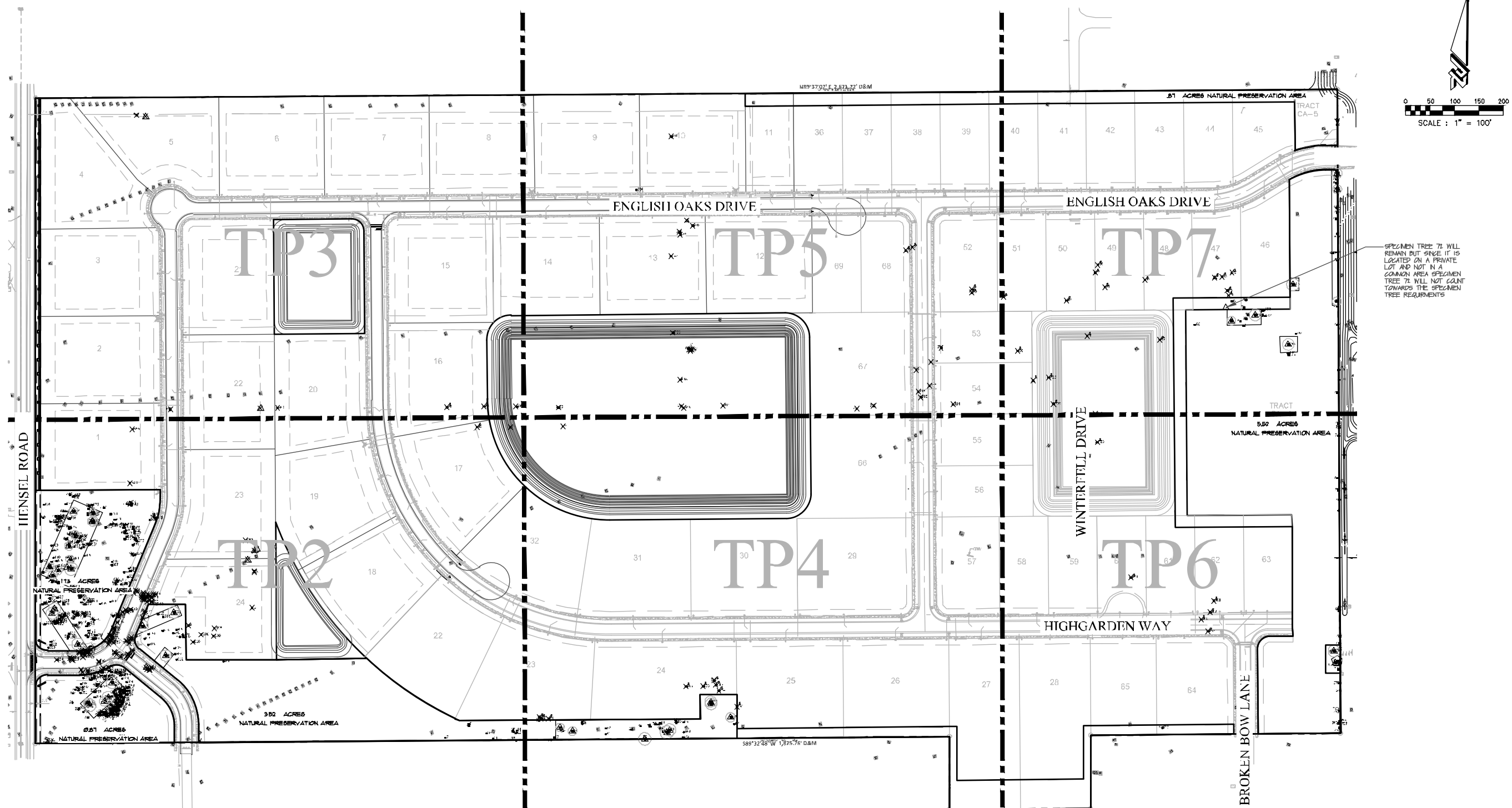
NO VALIDATION
JULIANA BARON 25, NO. 07660

SHEET C30 OF 33



MATCH LINE - SEE SHEET C32

LOT 20
EWSKI RICH
LTKEY: 6153



SPECIMEN TREE 72 WILL REMAIN BUT SINCE IT IS LOCATED ON A PRIVATE LOT AND NOT IN A COMMON AREA SPECIMEN TREE 72 WILL NOT COUNT TOWARDS THE SPECIMEN TREE REQUIREMENTS

TREE LEGEND:

[illegible]

LEGEND	
	EXISTING TREE TO BE REMOVED
	EXISTING SPECIMEN TREE TO BE REMOVED
	EXISTING HISTORIC TREE
	EXISTING SPECIMEN TREE
	PENOTES ROOT ZONE PROTECTION AREA REQUIRED
	PENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
	PENOTES EXISTING TREE
NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN	

*REMOVALS NOTED FOR SPECIMEN AND HISTORIC TREES ONLY. SEE PLAN FOR ADDITIONAL REMOVAL.



**ZEV COHEN
& ASSOCIATES, INC.**
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(1976)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL

ORMOND BEACH
300 IN. LUGS / INCL. 2 VOL. 6 L. 5
COLUMB. 8" BACH IN 33-7/
(360) 877-4282 FAX (360) 877-2636

ST. AUGUSTINE
2227 A1A AVE., STE. A102 OFFICE 4
S1.1, AUSTIN, TX 78701
(801) 748-1510 FAX (366) 876-2595

EDGEWATER
1214 AIRPASH ROAD
-DODGE 68 IN 32-32
COLUMB. 8" BACH IN 33-7/
(360) 877-4282 FAX (360) 877-2636

[illegible]

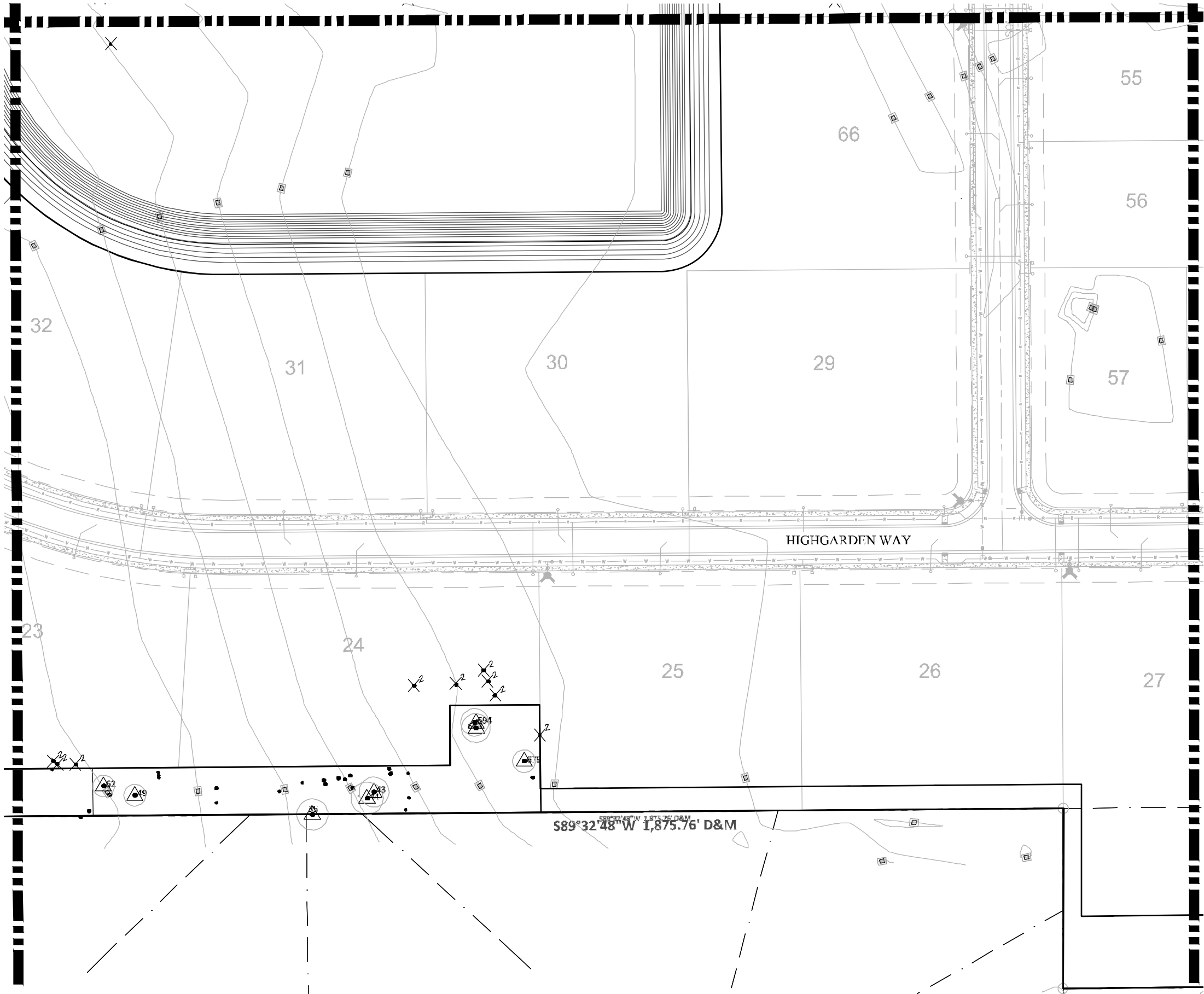
**KINGS LANDING
FINAL ENGINEERING PLANS
REE PROTECTION PLAN & DETAILS**

[illegible]

MATCH LINE - SEE SHEET TP5

MATCH LINE - SEE SHEET TP2

MATCH LINE - SEE SHEET TP6



LEGEND

EXISTING TREE TO BE REMOVED

EXISTING SPECIMEN TREE TO BE REMOVED

EXISTING HISTORIC TREE

EXISTING SPECIMEN TREE

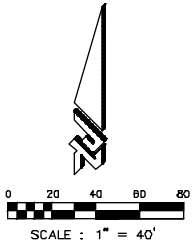
PENOTES ROOT ZONE PROTECTION AREA REQUIRED

PENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

PENOTES EXISTING TREE

NOTE:

SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DIM.



KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 14062X
ISSUED: 12/4/18
DESIGNED BY: JCS
DRAFTED BY: JFS
CHECKED BY: NR
DRAWING FILE: 10082X.TP
XREF: 10082X/COMP/TPS.RVT
JFS

PROJECT NO: 14062X
SHEET NO: 0-1509
SCALE: 1" = 40'
SHEET: TP4 0- 7

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

ORMOND BEACH
000 WILLIAM AVE., SUITE 100
(386) 677-2489 FAX (386) 677-2636
JCS
ST. AUGUSTINE
6077 81 AUGUSTINE BL. LL 30009
(888) 677-2489 FAX (386) 677-2636
EDGEWATER
1820 AIRWAY ROAD
EDGEWATER, FL 32117
(386) 677-2489 FAX (386) 677-2636

ZEV COHEN
& ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
10007 FIVECHURCH RD.

MATCH LINE - SEE SHEET TP4

MATCH LINE - SEE SHEET TP1

LEGEND



EXISTING TREE TO BE REMOVED



EXISTING SPECIMEN TREE TO BE REMOVED



EXISTING HISTORIC TREE



EXISTING SPECIMEN TREE



DEFINES ROOT ZONE PROTECTION AREA REQUIRED



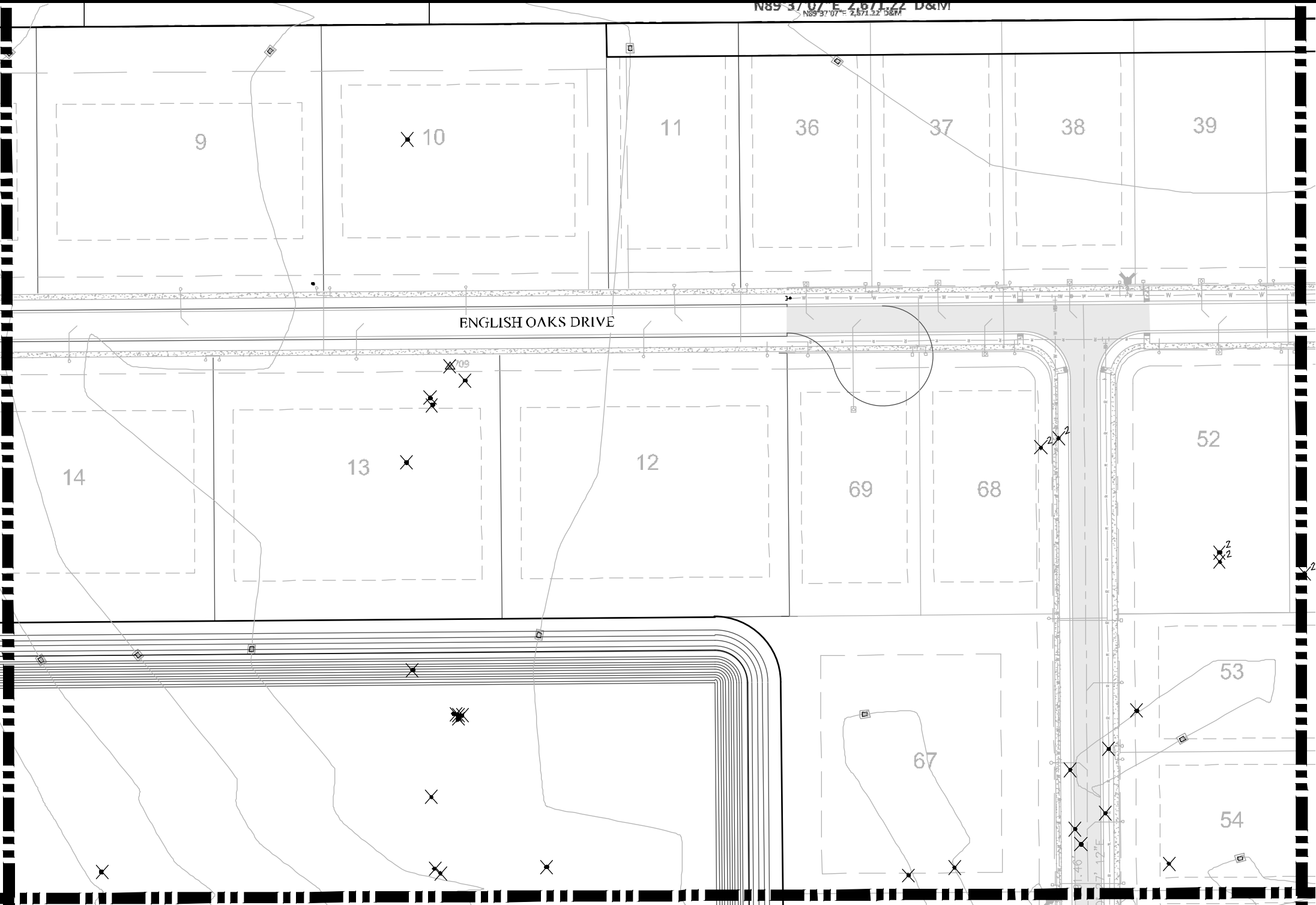
DEFINES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN



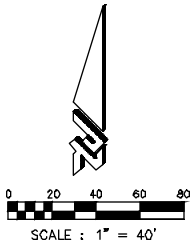
DEFINES EXISTING TREE

NOTE:

SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.



MATCH LINE - SEE SHEET TP4



ORMOND BEACH
900 KINGS LANDING, SUITE 100
(386) 677-5489 FAX (386) 677-5686
ST. AUGUSTINE
6077 ST. AUGUSTINE BLVD., SUITE 4
(386) 677-5489 FAX (386) 677-5686
EDGEWATER
1000 W. 10TH AVE., SUITE 200
(386) 677-5489 FAX (386) 677-5686

NO.	DATE	REVISION
1	12/21/17	REVISED: PLAT CITY COMMONS, SHELBY COUNTY, TN
2	12/21/17	REVISED: PLAT CITY COMMONS, SHELBY COUNTY, TN
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19	12/21/17	REVISED: PLAT CITY COMMONS, SHELBY COUNTY, TN
20	12/21/17	REVISED: PLAT CITY COMMONS, SHELBY COUNTY, TN

FOR REVIEW ONLY NOT FOR CONSTRUCTION

KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

VOLUME COUNTY: FLORENCE

CITY OF PORT ORANGE

PROJECT NO: 10000000
ISSUED: 12/21/17
DESIGNED BY: JCS
DRAWN BY: JCS
CHECKED BY: SR
DESIGNING FIRM: 10000000
PROJECT: 10000000

MATCH LINE - SEE SHEET TP4

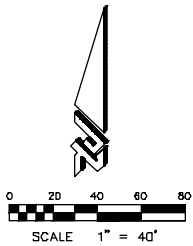
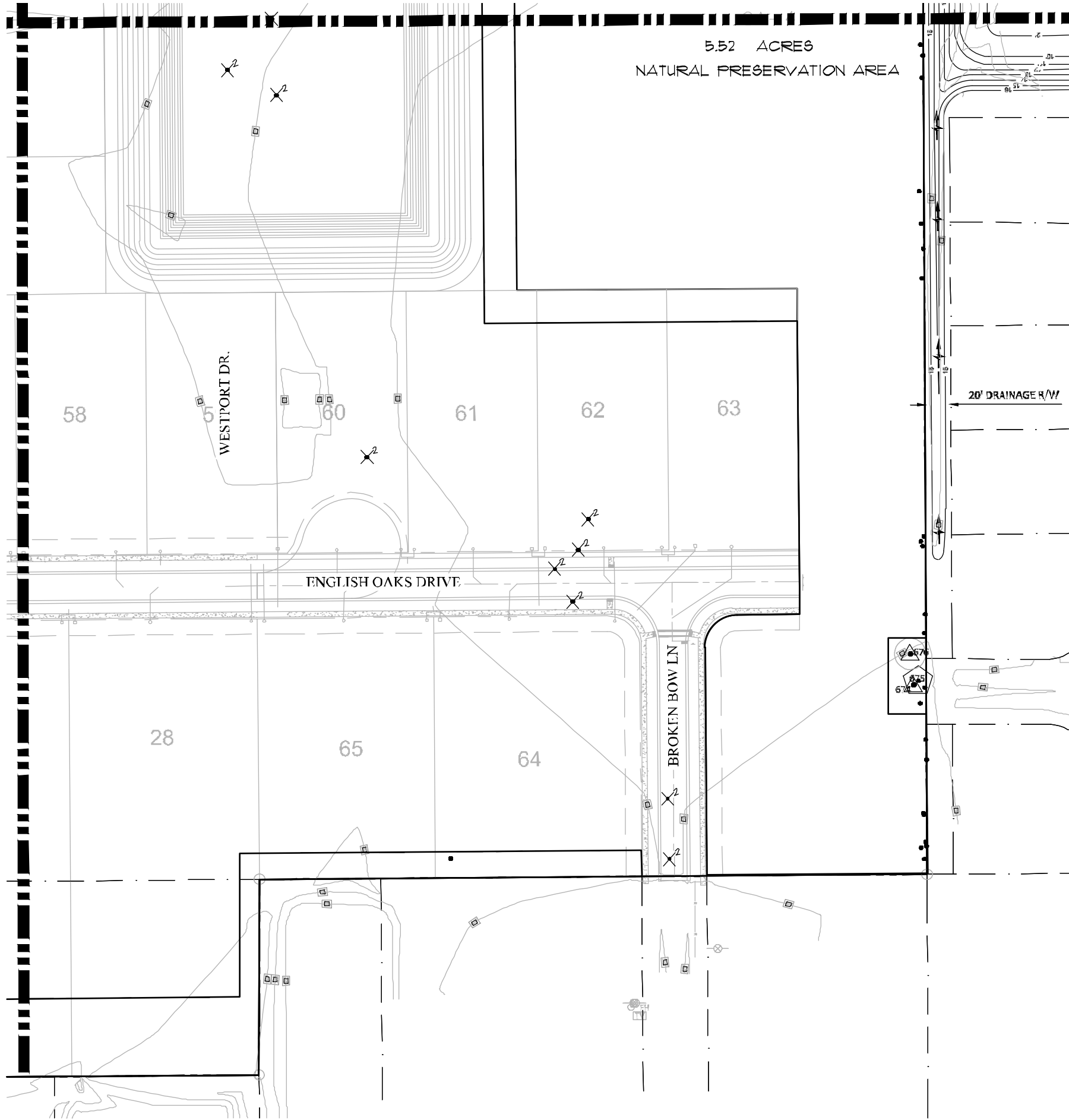
MATCH LINE - SEE SHEET TP7

5.52 ACRES
NATURAL PRESERVATION AREA

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- 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 DBH.



KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 14062X
ISSUED: 12/4/18
DESIGNED BY: JCS
DRAFTED BY: JFS
CHECKED BY: NR
DRAWING FILE: 10082X-TP
XREF: 10082X-00-DETAILS.RVT
JFS

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

TP6 0- 7

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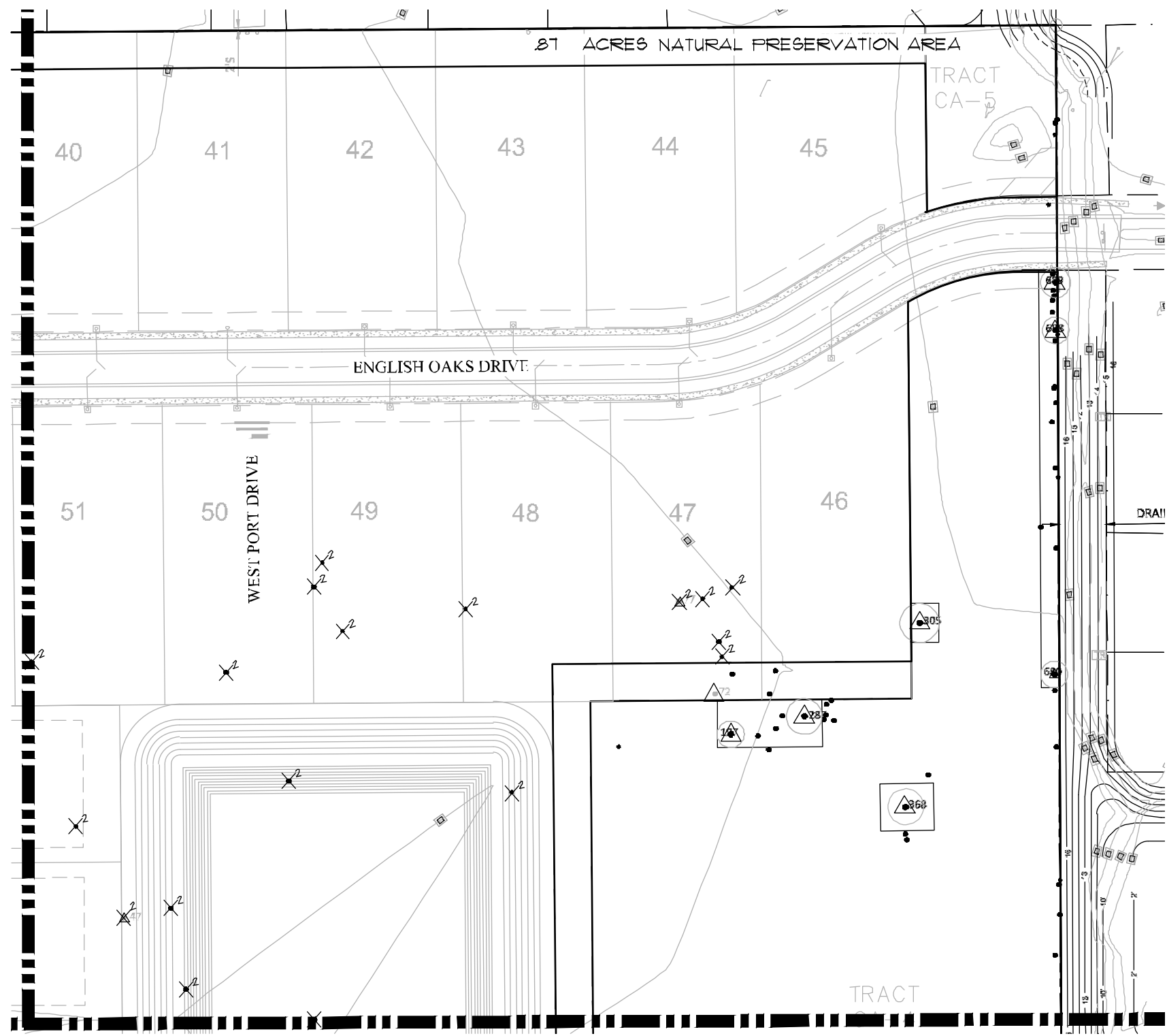
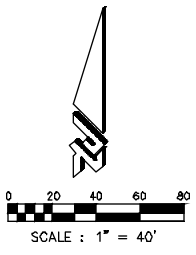
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MATCH LINE - SEE SHEET TP5

MATCH LINE - SEE SHEET TP6



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- 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 DPH.

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NO.	DATE	REVISION
1	12/21/17	ISSUED FOR CITY COMMISSIONERS REVIEW
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KINGS LANDING
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

PROJECT NO: 10007

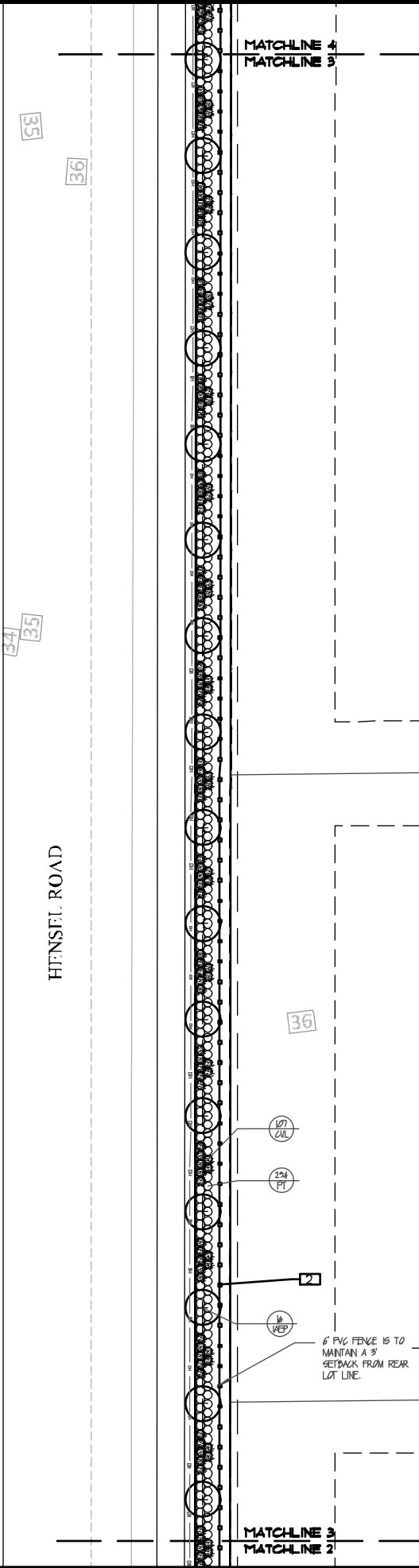
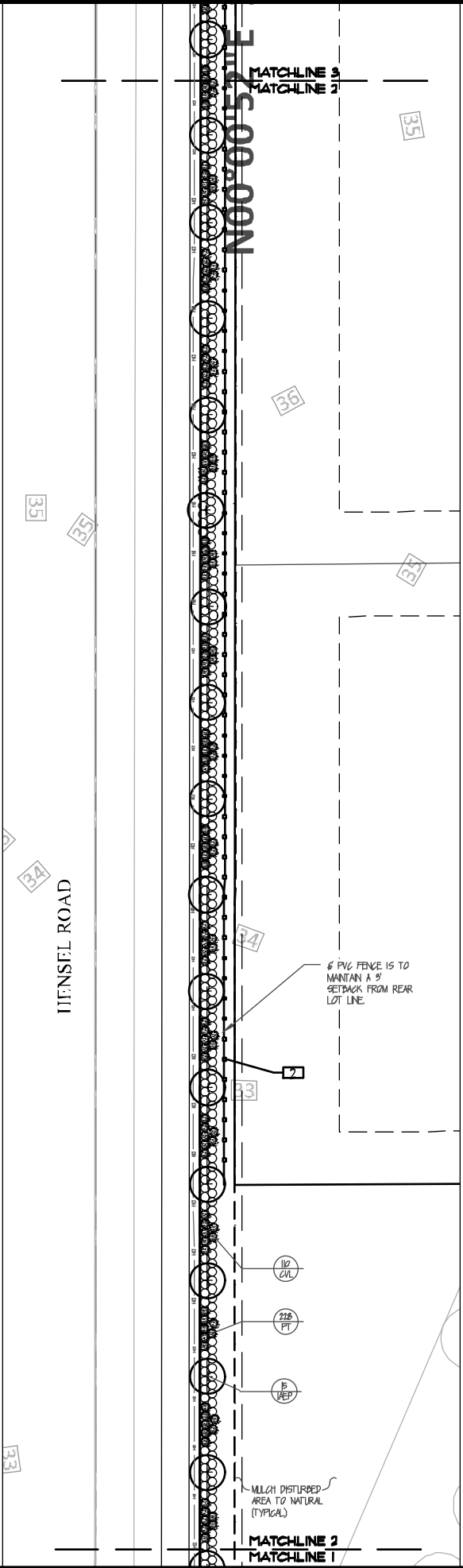
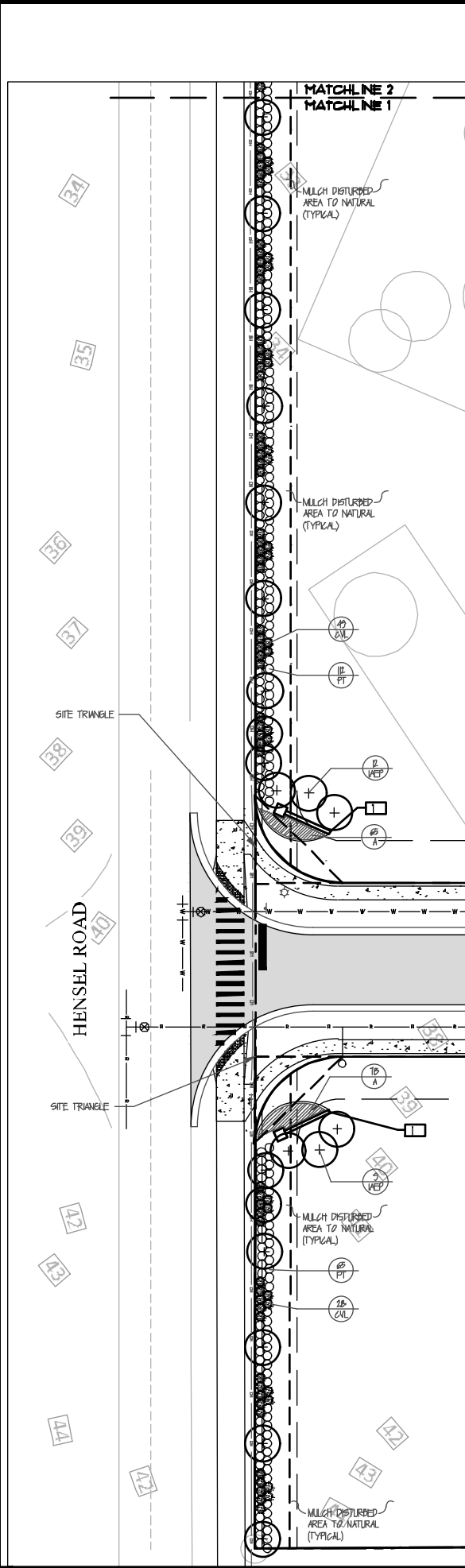
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DESIGNED BY: JCS

DRAWN BY: JCS

CHECKED BY: NR

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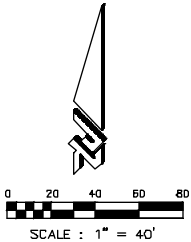
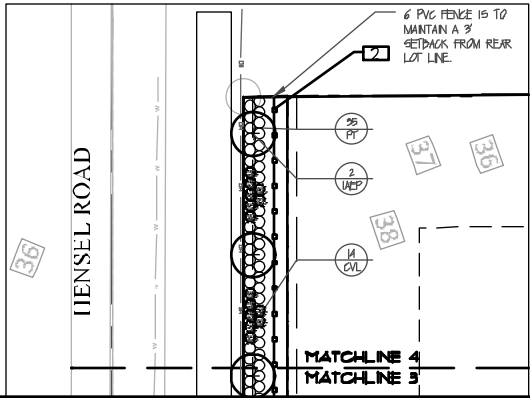


HARDSCAPE LEGEND	
SITE AMENITIES / HARDSCAPE ELEMENTS	
	ENTRY SIGN SEE DETAIL 1, LA3
	6' POLYVINYL FENCE SEE DETAIL 1, LA2

LANDSCAPE BUFFER REQUIREMENTS			
WEST	HENSEL ROAD (223' LF)	REQUIRED	PROVIDED
MINIMUM WIDTH		10'	10'
1 SHADE TREES PER 100 LF		-	-
1 UNDERSTORY TREES PER 100 LF		10%	50%
30 SHRUBS PER 100 LF		20%	30%

* UNDERSTORY TREES HAVE BEEN SUBSTITUTED FOR SHADE TREES DUE TO OVERHEAD POWER LINES.

PLANT SCHEDULE			
SYMB.	QUAN.	SCIENTIFIC NAME	COMMON NAME
TREES			
IAEP	54	ILEX ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY
			30 GAL, 2 1/2" CAL, 10' HT.
SHRUBS, GROUNDCOVERS, AND VINES			
A	100	ANNUALS	SEASONAL
CUL	500	CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLE BRUSH
PT	500	PITTOSPORUM TOBIANA	PITTOSPORUM
			4" POTS, 12" OC.
			3 GAL, 24" HT. X 25" SPRD, 30" OC.
			9 GAL, 18" HT. X 18" SPRD, FULL, 30" OC.



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KING'S LANDING
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

PROJECT NO: 15012X
ISSUED: 07/17/16
DESIGNED BY: SB
CHECKED BY: SB
DRAWING FILE: 20160416
DATE: 07/17/16

SCALE: 1" = 40'
SHEET: LA1 OF 3

LANDSCAPE SPECIFICATIONS

1. **FLORIDA:** ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SEE 901.FOR INFO.
2. **EXISTING PLANTS:** IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTING SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. **MULCH:** ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" FINE DARK MULCH, GRADE "B" OR BETTER. ALL TREES NOT IN BEDS SHALL HAVE A 3" DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3" DIAMETER MULCH RING.
4. **SOD:** SOD SHALL BE ARGENTINE BANIA UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL SOD SHALL BE ROLLED, CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS UPON INSTALLATION AND FOR THE DURATION OF THE 30 DAY MAINTENANCE PERIOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. **QUANTITIES:** IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. **UNFORESEEN CONFLICTS:** CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. **SUBSTITUTIONS:** NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
8. **CONTAINERS:** IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. **PLANTING SOIL:** CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME, ROCK, CONCRETE AND OTHER PELLETICULOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A PH RANGE BETWEEN 5.0 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. **TOPSOIL:** TOPSOIL MATERIAL, IF REQUIRED, SHALL BE FREE FROM ALL HARD GLOBS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS PLANTS, SOD, INSECTS, OR OTHER UNDESIRABLE PLANTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH AND SHALL BE CERTIFIED AS STERILE.
11. **WEEDS:** IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 30 DAY MAINTENANCE PERIOD.
12. **GRADING:** UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE DUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 3" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. **STAKING:** ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR BUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
14. **BED LINES:** CURVILINEAR LANDSCAPE BEDS ARE TO BE EDED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. **FERTILIZERS:** OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GRASS/COVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 1 SQ. FT. OF PLANTING AREA.
16. **DRAINAGE:** THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. **SPECIFICATIONS:** THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO SELECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. **NATURAL AREAS:** NATURAL VEGETATION PRESERVATION AREAS SHALL BE CLEANED UP INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5 FEET.
19. **WILDLIFE NOTIFICATION:** UNLESS NOTIFIED BY THE CLIENT OR CONTRACTOR, IN WRITING, LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS. UPON NOTIFICATION OF PEST ANIMAL DAMAGE, PROPER PLANT SUBSTITUTIONS SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.
20. **TURNOVER:** CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND REINSPECTED AS SCHEDULED.
21. **MAINTENANCE:** CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 30 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOVING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. **WARRANTY:** CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. **CALL BEFORE YOU DIG:** CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 5' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.

IRRIGATION NOTES

1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.

HARDSCAPE NOTES

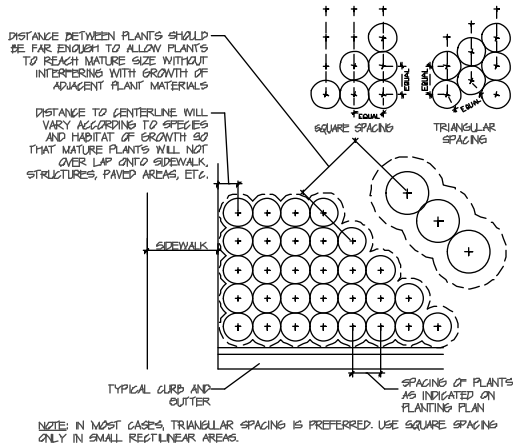
1. **DIMENSIONS:** ALL LAYOUT DIMENSIONS ARE TO EDGE OF PAVEMENTS UNLESS OTHERWISE NOTED.
2. **LAYOUT:** ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE.
3. **CONCRETE:** REFER TO CIVIL DRAWINGS FOR CONCRETE DESIGN SPECIFICATIONS AS WELL AS GRADING AND DRAINAGE INFORMATION.
4. **ACCESSIBILITY:** ALL CONSTRUCTION SHALL CONFORM WITH THE REQUIREMENTS FOR HANDICAP ACCESSIBILITY AS OUTLINED UNDER THE AMERICANS WITH DISABILITIES ACT GUIDELINES (ADAMS).
5. **STAKING AND LAYOUT:** THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT BOTH VERTICAL AND HORIZONTAL AND TO INSURE PROPER POSITIONING PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING IF ANY DISCREPANCIES ARE FOUND AND NOT PROCEED WITH THE WORK UNTIL DIRECTED.
6. **EXISTING IMPROVEMENTS:** THE CONTRACTOR SHALL REPAIR OR REPLACE TO AN EQUAL TO OR BETTER CONDITION ANY EXISTING IMPROVEMENTS LOCATED OUTSIDE OF THE LIMITS OF WORK THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
7. **EXISTING UTILITIES:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.
8. **CONSTRUCTION JOINTS:** CALK ALL JOINTS BEFORE PAINTING.
9. **PAINT:** COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR SELECTED BY OWNER OR OWNERS REPRESENTATIVE SHALL BE APPLIED AND APPROVED BY SAME PRIOR TO THE INSTALLATION OF SIGNAGE LETTERS.
10. **TRASH:** ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
11. **INTENT:** THESE DRAWINGS ARE FOR DESIGN INTENT ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.
12. **SHOP DRAWINGS:** THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS TO THE OWNER THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

FASTENER NOTES

1. BOLTS SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATION A307 (HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS), TYPE 1, AND HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION A-193 (ZINC COATING HOT DIP ON IRON AND STEEL HARDWARE). BOLTS SHALL BE SPACED EQUALLY AND SHALL NOT BE CLOSER THAN 4 BOLT DIAMETERS FROM THE EDGE OF THE LUMBER.
2. FASTENERS GALVANIZED TO MEET ASTM A 193 CLASS D ARE ACCEPTABLE FOR USE WITH TREATED LUMBER. STAINLESS STEEL FASTENERS ARE ALSO ACCEPTABLE.

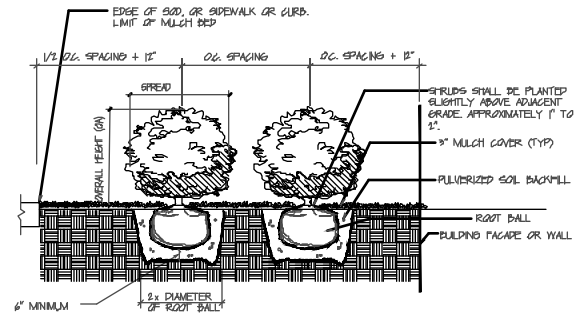
ALUMINUM NOTES

1. ALL ALUMINUM MEMBERS ARE TO BE PAINTED WITH AN ELECTROSTATIC POWDER COAT. COLOR AS INDICATED ON THESE PLANS.



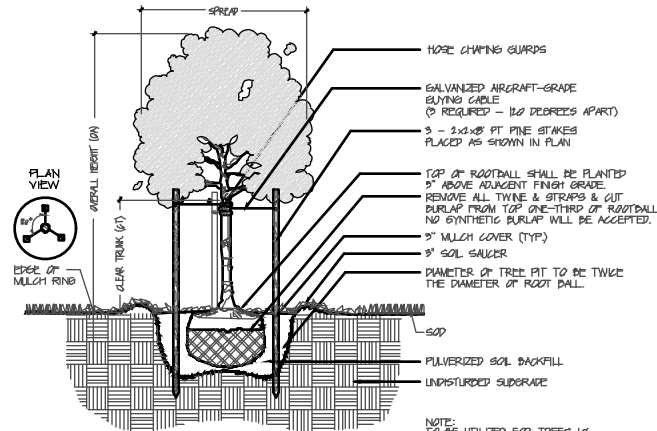
2. PLANT SPACING DETAIL

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3. SHRUB PLANTING DETAIL

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4. SMALL TREE PLANTING DETAIL

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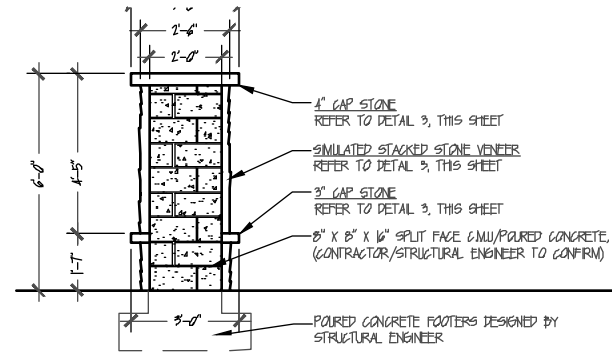
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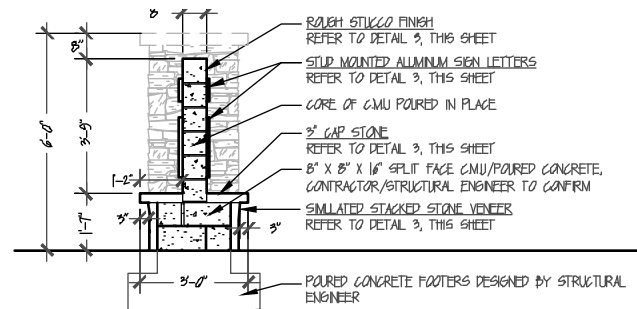
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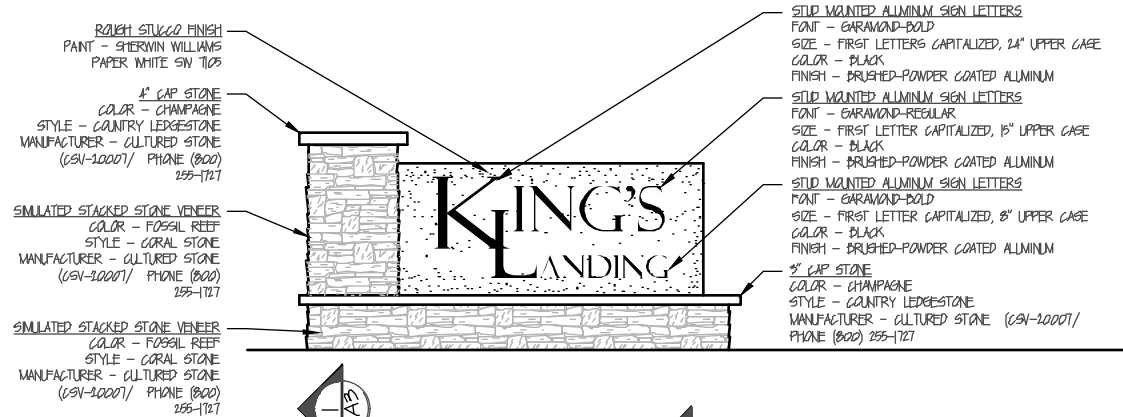
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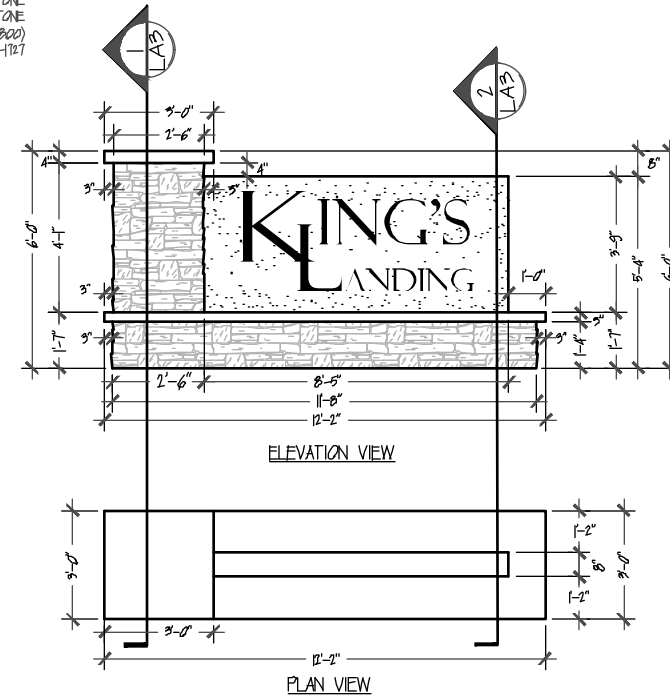
① ENTRANCE FEATURE SECTION
* CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CH16 OF THE FLORIDA BUILDING CODE.
SCALE: N.T.S.



② ENTRANCE FEATURE SECTION
* CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CH16 OF THE FLORIDA BUILDING CODE.
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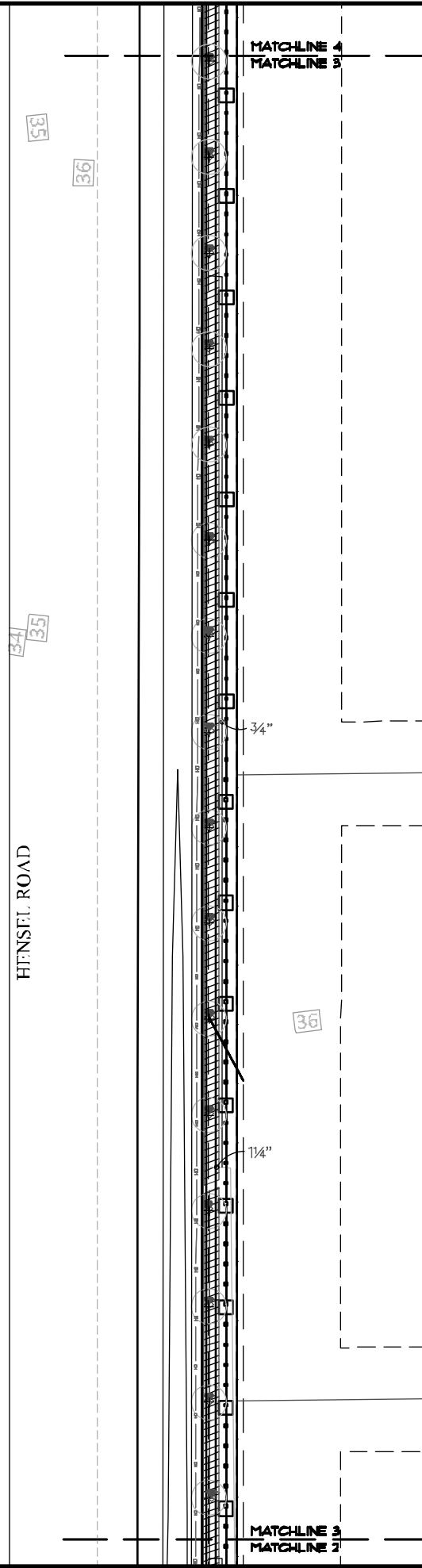
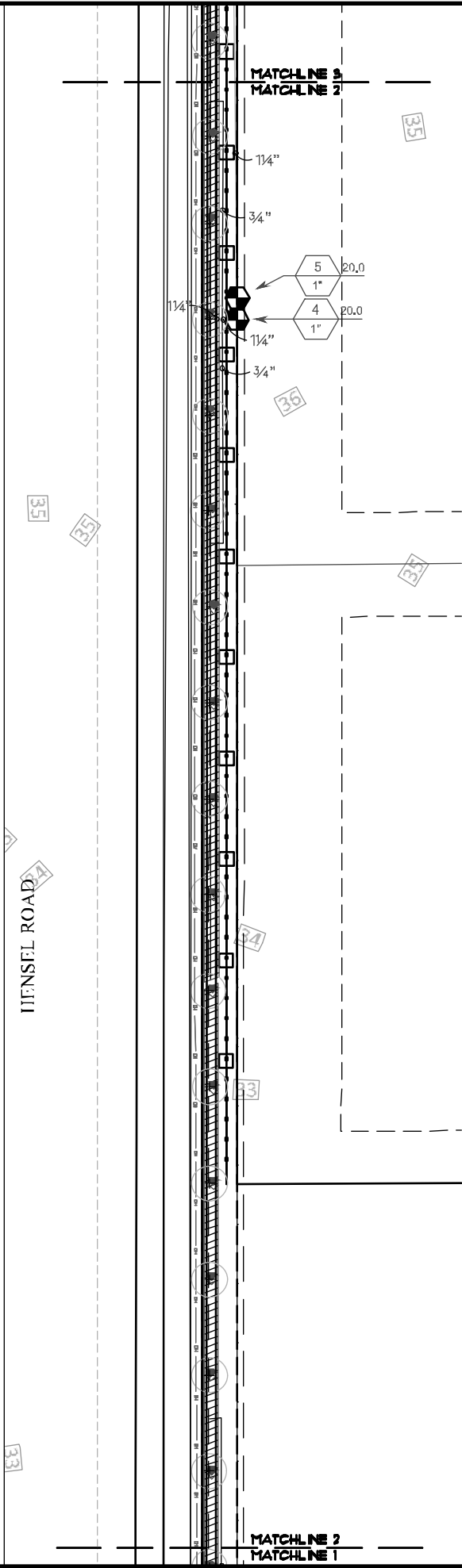
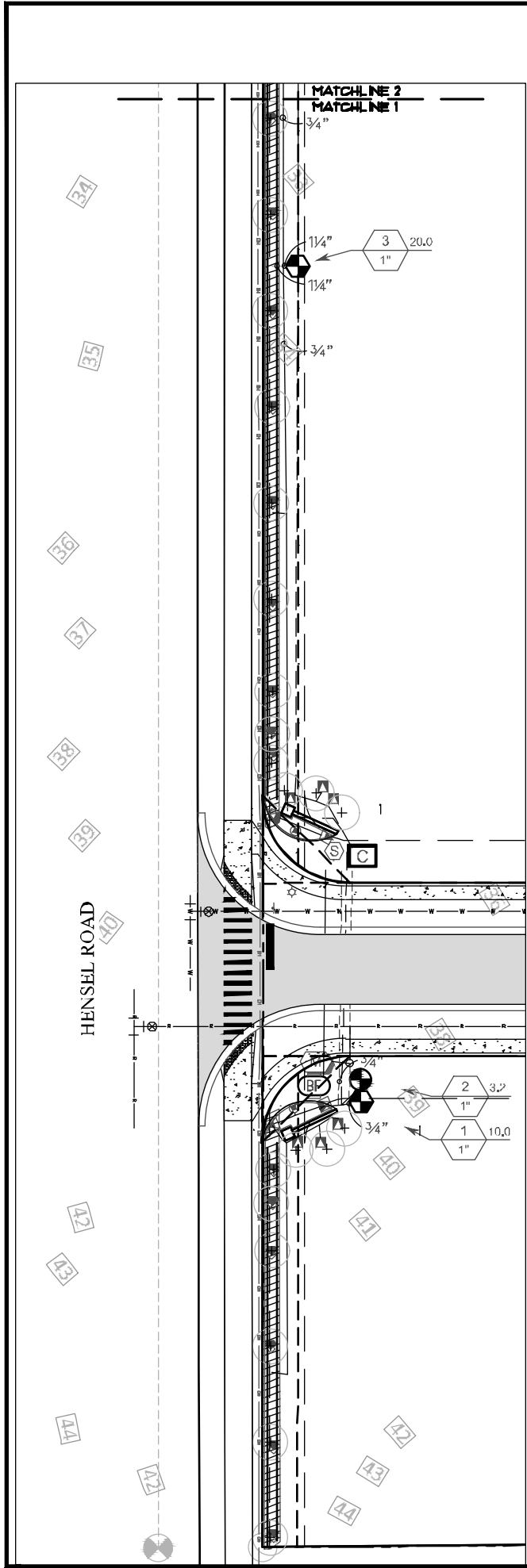


③ ENTRANCE FEATURE DETAIL
* CONTRACTOR TO ENSURE THAT WALL BE CONSTRUCTED TO COMPLY WITH THE MINIMUM WIND LOADS PER CH16 OF THE FLORIDA BUILDING CODE.
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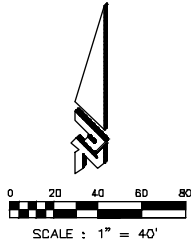
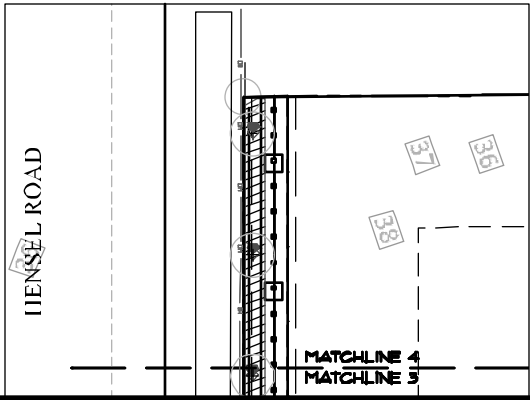
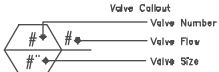
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CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

NO.	DATE	BY	DESCRIPTION
1	01/15/2024	SB	FOR REVIEW ONLY NOT FOR CONSTRUCTION



IRRIGATION SCHEDULE

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KING'S LANDING FINAL ENGINEERING PLANS IRRIGATION PLAN & DETAILS

PROJECT NO: 1002X
ISSUED: 07/16
DESIGNED BY: SB
CHECKED BY: SB
DRAWING FILE: 1002X
DATE: 07/16

SCALE: 1" = 40'
SHEET: IR1 OF 2

CITY OF PORTLAND
VOLUME COUNTY: FLORENCE

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

ORMOND BEACH
900 WILSON AVENUE, SUITE 100
(888) 677-5487 FAX (888) 677-5488
ST. AUGUSTINE
8077 81st AVENUE, SUITE 100
(888) 677-5487 FAX (888) 677-5488
EDGEWATER
8077 81st AVENUE, SUITE 100
(888) 677-5487 FAX (888) 677-5488

ZEV COHEN
& ASSOCIATES, INC.
CONSULTING ENGINEERS
PLANNING • TRANSPORTATION • ENVIRONMENTAL



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/18/2018

Consent item: No

SUBJECT: (G26) Award of Bid #18-20 - Enterprise Resource Planning (ERP) Software to Workday and Implementation Services to Collaborative Solutions

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve award of Bid #18-20 for two contracts as follows:(1) Enterprise Resource Planning (ERP) Software and Consulting Services with Workday in an amount to be determined and (2) Implementation Services with Collaborative Solutions in an amount to be determined.

SUMMARY: The City of Port Orange currently uses Central Square (Formerly HTE) for its finance and human resources software needs. This technology has been in place for almost 30 years and the company is moving towards end of life for this product.

Understanding that this was an eventuality and that the product was not providing for the needs of the City as it used to, the organization has been moving towards purchasing another system for the past couple of years.

On April 2, 2018, the City released RFP 18-20 for Enterprise Resource Planning software and implementation services. Eight proposals were received on May 7, 2018. Through a rigorous process, the selection committee narrowed the proposals to the final recommendation, which was Workday software to be implemented by Collaborative Solutions.

On November 7, 2018, staff requested permission to negotiate with the top ranked vendors and Council agreed. Based on those negotiations, the City is attempting to purchase the following modules from Workday:

- Human Capital Management
- Cloud Connect for Benefits
- Payroll for United States
- Time Tracking
- Projects
- Inventory
- Procurement
- Core Financials
- Grants Management
- Recruiting
- Expenses
- Learning, and

-
- Media Cloud for Employee Training

A description of these modules is attached to this agenda item.

Staff continues to work with Workday and Collaborative Solutions toward an agreed upon contract. Once the scope and amount are determined, Staff will provide that information to Council. It is anticipated to be completed prior to the meeting.

Project No.: ZMI054 Funding Account No.: 505-1000-519-63-97

Presenter:

ATTACHMENTS:

1.	RFP_18-20_(ERP)	RFP_18-20_(ERP).pdf
2.	RFP 18-20 ADD1	RFP 18-20 ADD1.pdf
3.	RFP 18-20 ADD2	RFP 18-20 ADD2.pdf
4.	RFP 18-20 TAB	RFP 18-20 TAB.pdf
5.	Workday Module Descriptions	Workday Module Descriptions.pdf

Jane Davis	Created/Initiated - 08/28/2018
Alan Rosen	Approved - 12/06/2018
James Tillman	Approved - 12/06/2018
Lori Bockelman	Approved - 12/06/2018
Margaret Roberts	Approved - 12/06/2018
Alan Rosen	Approved - 12/06/2018
Jake Johansson	Approved - 12/07/2018
Robin Fenwick	Final Approval - 12/07/2018

Request for Proposal (RFP)

Enterprise Resource Planning (ERP) Software and Implementation Services

for the



City of Port Orange, FL

Release Date	April 2, 2018
Pre-Proposal Conference (in-person and phone)	April 16, 2018
Due Date	May 7, 2018

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Legal Notice to Proposers

RFP#18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE

Notice is hereby given that the City of Port Orange is soliciting Proposals for **RFP #18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE**. Bids 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 May 7, 2018** 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-Bid Conference and site visit for the project at **10:00 A.M.** (local time) on **April 16, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference shall sign in. The representative of each Proposer shall be an authorized employee of the Bidder and shall sign in accordingly. Proposers are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-proposal meeting.

DESCRIPTION: *Through this RFP, the City of Port Orange, FL (the City) desires to purchase or otherwise acquire rights to use an enterprise resource planning system (ERP) for the City's financial, budgeting, purchasing, payroll, and human resource needs that meets the requirements identified in this RFP. In addition, the City requires proposals for professional services necessary to implement the system and train City staff on the new software. Vendors offering hosted services or software as a service system are encouraged to propose, but hosting services are not required.*

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 Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on RFP #18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE" in the subject line. Last day for questions will be **April 23, 2018 at 5:00 P.M.**

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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Proposals shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **April 2, 2018**

[Remainder of this page left intentionally blank]

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 BID • DO NOT OPEN

SEALED BID NO.

RFP #18-20

BID TITLE:

**RFP #18-20 ENTERPRISE RESOURCE PLANNING (ERP)
SOFTWARE AND IMPLEMENTATION SERVICES FOR THE
CITY OF PORT ORANGE**

DUE DATE/TIME:

May 7, 2018 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **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.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **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
8. **Bidder or Proposer** is a person, firm, or entity that 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. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **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.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **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.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **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.
24. **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.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **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.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **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.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **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.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **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.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **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 Vendor to perform the resultant Contract.
41. **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.
42. **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.
43. **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.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be

- called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor shall execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **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.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **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.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors shall acknowledge all addenda by circling the quantity of addenda received on the "Vendor 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 Vendor 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. Vendors may 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. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to

add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor 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, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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.

6. **ASSIGNMENT**

The successful Vendor 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 Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor 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 shall 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 Vendor 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 shall 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 shall 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 the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence shall be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **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 Vendors; 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 s1324a(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.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors 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**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email 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 Vendor 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 Vendor'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 Vendor'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 Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

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 order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. 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.

18. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

19. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors shall disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

20. **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.

21. **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.

22. **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 Vendor. 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.

23. **CONTRACT RENEWALS**

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

24. **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)

25. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

27. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided shall 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

28. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor 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 Vendor for a period of 36 months from the date of default.

29. **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 shall 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 Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time shall 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 Response. 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, Vendor 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 Competitive Solicitation 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.

30. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors shall disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors shall disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

31. **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.

32. **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.

33. **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. After the second ranking the two highest ranked firms shall participate in the Discovery Session. Then, by consensus a final ranking is determined. A contract is completed pursuant to the negotiations between the selection committee and the first ranked 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. After a contract is negotiated, the negotiated contract shall be presented to the City Council by the using department head for the award of the contract.

34. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor shall indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, 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 Vendor 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.

35. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the 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 term of contract.

36. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

37. **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.

38. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

39. **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.

40. **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.

41. **GOVERNING LAW**

Vendors 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 shall 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.

42. **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.*

43. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

44. **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.

45. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City as described in the contract terms and conditions described in this RFP.

46. **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 Vendor 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 Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

47. **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 Vendor 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.

48. **INSURANCE**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

49. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

50. **INSURANCE REQUIREMENTS**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor 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:	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$2,000,000 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 Body Injury: \$200,000 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 shall be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Cyber Liability	Coverage- \$2,000,000 minimum \$2,000,000	

51. **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 Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors shall state any payment discount in the space provided on the bid form for construction services.

52. **IRREVOCABILITY OF RESPONSES**

Each Vendor 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 Vendor.

53. **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.

54. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor 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.

55. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor 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.

56. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit 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.

57. **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) 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.

- (b) 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.

58. **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.

59. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

60. **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.

61. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

62. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

63. **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.

64. **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.

65. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

66. **PATENTS/COPYRIGHTS**

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

67. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required 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 Non-

Mandatory. If it is Mandatory only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

68. **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 shall be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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 Vendor 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.

69. **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.

70. **PRICING**

The Vendor 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 shall 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, the Vendor 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.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

71. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

72. **PROPRIETARY 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 shall 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 Vendor 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.

73. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

74. **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.

75. **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 shall 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.

76. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors 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 or relating to negotiations. In other words, neither Vendors, 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 shall 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 Vendors, but the new law limits public attendance to portions of such meetings.

77. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. Any special information concerning delivery shall 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 shall 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.

78. **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 shall be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

79. **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.

80. **RECORDS/AUDIT**

The Vendor 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.

81. **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.)

82. **REQUEST FOR ADDITIONAL INFORMATION**

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

83. **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.

84. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

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

85. **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.

86. **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 Vendors shall become the property of the City when received.

87. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

88. **SAMPLES**

Samples, when requested, shall 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 the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

89. **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.

90. **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.

91. **SIGNATURE REQUIRED**

All Responses shall 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 shall be original - no rubber stamp, photocopy, etc.

92. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

93. **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.

94. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections shall be initialed by the Vendor 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: David Battaglia Purchasing Agent, 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 shall 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 Vendor 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 Vendor.

95. **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 Vendor 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 shall provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor 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 shall 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.

96. **SUBCONTRACTING**

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

97. **SUPPLEMENTAL MATERIALS**

Vendors 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 shall be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid shall also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

98. **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.

99. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

100. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 Vendor 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 Vendor.

101. **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.

102. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the 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. The Vendor 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.

103. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

104. **USE OF SOLICITATION FORMS**

The Vendor 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 shall 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 Vendor's Acknowledgement Form contained in each Solicitation.

105. **VARIANCES**

For purposes of Response evaluation, Vendors shall indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

106. **VENDOR'S PRODUCT OR SERVICES**

The Vendor'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 Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor 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 Vendor.
- c. In furnishing the service or product to the City, the Vendor 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.

107. **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 Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

108. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

Section A: RFP Introduction

A.1 Purpose of the RFP

Through this RFP, the City of Port Orange, FL (the City) desires to purchase or otherwise acquire rights to use an enterprise resource planning system (ERP) for the City's financial, budgeting, purchasing, payroll, and human resource needs that meets the requirements identified in this RFP. In addition, the City requires proposals for professional services necessary to implement the system and train City staff on the new software. Vendors offering hosted services or software as a service systems are encouraged to propose, but hosting services are not required.

Proposers may submit multiple-vendor proposals, however, if doing so, the bidder shall clearly describe the roles and responsibilities of each vendor, both as related to implementation activities and to post-implementation support.

A.2 Project Background

The City's primary financial system is SunGard Public Sector's (now Superior) NaviLine solution. The City implemented NaviLine in 2011/2012 and has been with HTE/Sungard for approximately 25-30 years and like many other public-sector organizations, the system has been customized to meet the needs of the organization. Functionally, NaviLine is used by the City for general ledger/accounting and financial reporting, purchasing, accounts payable, budget control, project tracking, asset tracking, inventory, accounts receivable, treasury, human resources, benefits, payroll, utility billing, and community development. The City utilizes Executime for time entry and scheduling. However, some departments use a manual process for timekeeping. Executime is interfaced into Naviline for payroll.

The City currently uses NeoGov for applicant tracking and employee hiring functions. NeoGov is currently meeting the needs to the City, but the City is interested in an integrated solution to meet all of the City's needs. The City will utilize the evaluation process to determine if the City replaces NeoGov.

NaviLine has served the City for many years, however, the City is experiencing limitations to the functionality of the software. As a result, the City's business processes rely on manual, and often redundant workarounds to meet increasingly complex financial processing needs. Therefore, the City is interested in exploring the advancements and features found in financial systems on the market today.

The City engaged the Government Finance Officers Association (GFOA) for consulting services to assess financial-related processes and identify future state process improvements and requirements, and to assist with planning and readiness activities related to ERP acquisition and implementation. As a part of the process review and readiness activities, the City identified process specific teams (process improvement teams / PIT) that are dedicated to reviewing, documenting, and developing future and improved business processes. These teams have been tasked to review existing policies and procedures, and where appropriate, recommend changes in advance of the implementation.

The City has identified the following goals and project successes for the implementation:

- Elimination of manual and paper-based record keeping
- Utilize system for grant and project tracking and management
- Improved chart of accounts to allow improved financial reporting and management
- Integration with NeoGov (if remaining), WorkBright, and other applications listed in Attachment 13.
- Improved customer (internal, external) service with self-service capabilities (vendor, employee, customer bill payments)

The project has established executive sponsorship and a governance structure, project charter, and project goals that will guide decision making throughout the project. The project has also collaborated with cross-organizational management and end-users and expects that this project will result in an enterprise financial system that meets its needs and greatly reduces the number of offline tools and spreadsheets in use today.

The below table provides City statistics.

Background Statistics	
Calendar Year (City)	January 1 begin date/end date is Dec 31)
Fiscal Year	October 1 (<=correct begin date / end date is Sept 30)

City Population (estimated)	59,625
Adopted Budget (FY18)	\$108 million
W-2's Issued	535
Approximate Number of Current Regular FT Employees (CY18)	442
Part-time (CY18)	36
Temporary, Seasonal, (CY18)	21

The number of users currently accessing each primary application (s) is as follows (user counts include transaction entry and report-only users, and includes users who access one or more of the applications):

Application	Approx. User Count
Naviline/Green Screen	150
NeoGov	94

A.3 Overall Project Scope

The City anticipates the ERP will be used to support its accounting, purchasing, budgeting, time and attendance, human resources and payroll needs. The City plans to start the ERP implementation project planning December 2018 (immediately after contract approval).

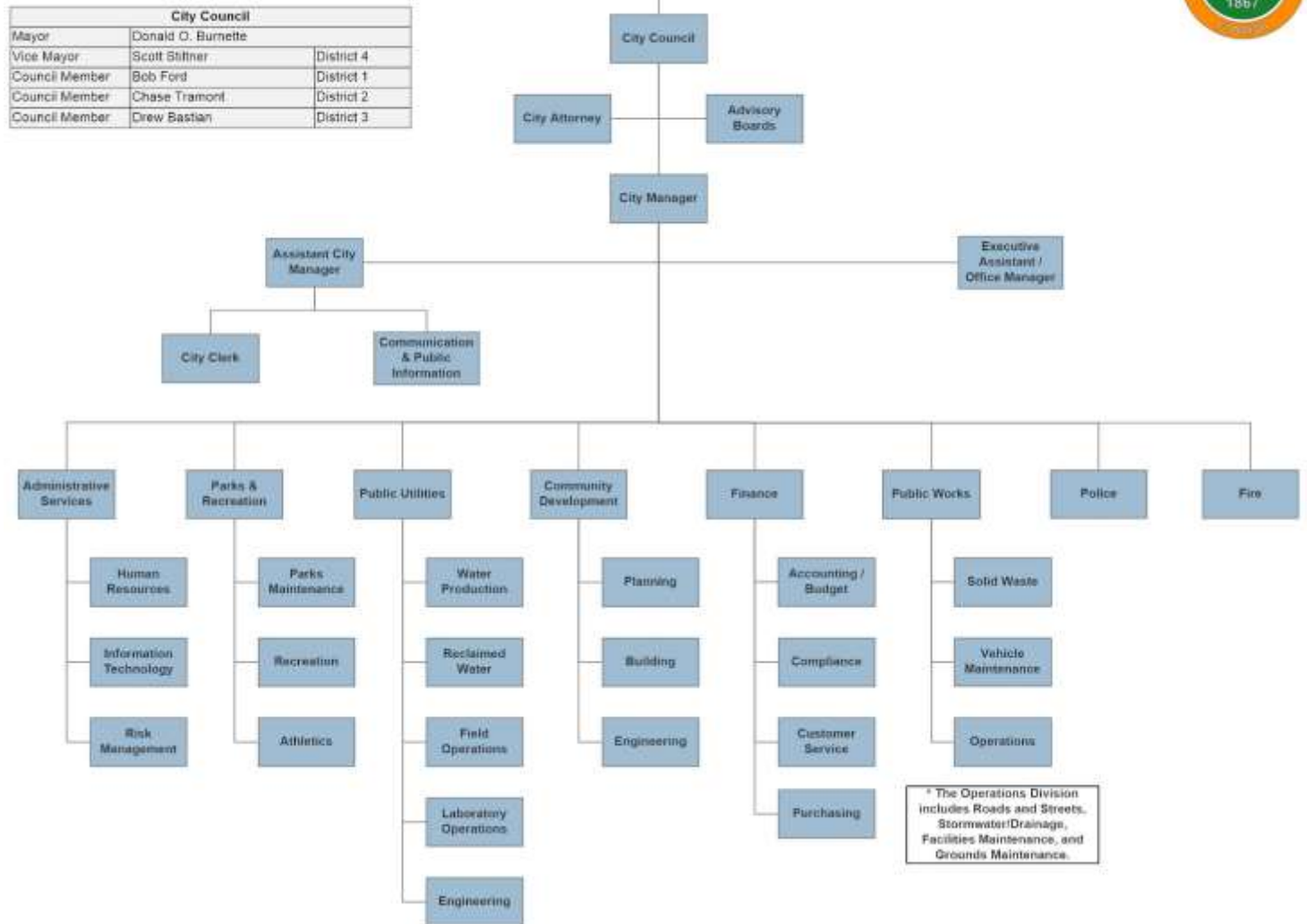
A.3.1 Functional Process Scope. See below tables for functional scope.

Functions	Process/Activity
1. General Ledger & Financial Reporting	• Chart of Accounts • General Ledger • Costing and Project Accounting • Financial Reporting
2. Project and Grant Financial Management	• Financial Management and Reporting
3. Procure to Pay	• Vendor file • Purchase Requisitions • Purchase Orders • Bid and Quotes • Contracts • P-Cards • Change Orders • Inventory Management • Self-Service
4. Accounts Payable	• Invoice processing • Payment process

	• Internal ‘charge-backs’
5. Budgeting	• Planning and Forecasting Operational Budget • Capital Budget Preparation • Project / Grant Budget Preparation • Budget Adjustments / Amendments • Enterprise Budget Preparation • Personnel Budgeting
6. Accounts Receivable & Collections	• Billing • Accounts Receivable • Customer File • Aging/Dunning • Cash Receipts • Cashiering
7. Capital Asset Financial Management	• Asset Acquisition • Asset Tracking • Asset Disposal • Asset Valuation and Reporting • Inventory
8. Human Resources	• Position Control • Personnel Actions • New Hire • Discipline • Grievances • Self-Service • Personnel Evaluations • Tracking of Employee Training
9. Payroll	• Time Entry • Scheduling • Deductions • Garnishments • Leave Management • Self-Service • Processing • Retro-Pay

A.3.2 The organizational scope for the project will include all City departments and operations. See City organization chart.

**City of Port Orange
Organizational Chart
Updated: 1-10-2018**



A.3.3 Process Improvements. City staff participated in numerous current and future state process mapping sessions as input to this RFP. During the sessions, process improvements were identified and subsequently discussed with the project's Steering Committee. Following is a sampling of the significant changes anticipated as a result of this project:

- **All Functions**
 - Use system workflow vs. email and paper
 - Decentralized direct entry and more automated integration
 - Reduce redundant and shadow financial processing/tracking
 - Use system to query and report financial data
- **Procurement through Payment**

- Vendor and contract management
- Use of electronic payment vs. paper checks
- Improve purchase card processing, including transaction detail accessibility
- Vendor self-service
- Enhance multi-year purchase/carry-over efficiencies
- Real-time departmental access to budget and actual data
- **Accounts Receivable & Collections**
 - Enhance customer management and online Payments/collections capabilities
 - Enable internal and external (customer) self-service
- **Capital Asset Management**
 - Automate integration with acquisition and disposition transaction applications
- **General Ledger**
 - Improve budget alignment and integration to improve financial, project and grant management
 - Financial reporting
- **Budgeting**
 - Incorporate program and project budgeting
 - Implement department planning & budgeting tools, integrated/included with enterprise budgeting
 - Improve alignment between budgeting and actuals for financial management
 - Improve transfer, carry-over and multi-year approaches
 - Incorporate personnel budgeting
- **Human Resources**
 - Incorporate self-service for improved customer service
 - Incorporate and improve position control
 - Improve and centralize employee file information
 - Track and manage employee performance evaluations, discipline and grievance
- **Payroll**
 - Improve leave management, including leave requests
 - Track and calculate overtime to FLSA regulations
 - Utilize system for time entry and scheduling

A.3.4 Transaction Count Sampling. The number of users currently accessing each application is as follows (user counts include transaction entry and report-only users, and includes users who access one or more of the applications):

	Metric	2017 estimated
1	Number of users (Naviline)	150
2	Number of vendors (Includes onetime vendors)	5,786 active vendors
3	Number of 1099s	1099 Misc – 54 1099 Interest – 2
4	Number of Transfers/ACHs Processed for Procure to Pay (want to use new system for this)	0
5	Manual Wire Transfers	510
6	Number of Checks Processed all bank accounts	6,498
7	Purchase Orders Processed (2017)	1,232
8	Processed RFPs/BIDs/RFQs	39
9	Invoices Processed	6,051

Implementation Deliverables. To ensure quality throughout the implementation, the City's project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor, in collaboration with City staff designated by the City project manager, and will be formally presented to the City for review and acceptance sign off. Deliverables will have corresponding Deliverable Expectation Documents (DED) that describe the acceptance criteria the City will use to approve and accept implementation deliverables. For projects with multiple phases, the City expects each phase to contain each deliverable.

- 1. Project Management Plan and Project Schedule** – Project Management Plan will include Charter, Communication Plan, and Risk Management Plan components. Project Schedule will detail tasks for the entire project that includes: task description, resource names, start and due dates, and predecessors/successors. Tasks on the project schedule will include implementation activity, deadlines, milestones, sign-offs, review periods, and deliverables.
- 2. Application Design Document(s)** – Work product that identifies both the business process decisions as well as application set-up and configuration decisions for each in scope business process and system feature. System design documentation will be organized by business process and contain recommendations, City decisions, and detailed process and system documentation.
- 3. Test Approach, Scenarios and Scripts** – Test approach will describe the types and objectives of proposed quality assurance tests, as well as the method for tracking test results and resolving testing issues. Scenarios and scripts will be based on the functional requirements and application design document(s). The approach shall outline the process to resolve testing issues. The City will not accept tested deliverables and results until the city has determined that the deliverable has been tested and passed.
- 4. Training and Documentation** – Complete documentation on how to use the configured system, as well as documentation on how to maintain and enhance the configuration. Vendors shall propose services to train staff on configuration maintenance and on how to use the software and operate within new business processes.
- 5. Cutover Plan** - Complete set of activities required for Go-Live.

A.3.5 Project Staffing. The City understands that appropriate staffing is important to this project's success and is committed to engaging the right resources. The following table describes resources

that the City expects to be available for the project and estimate allocation.

Vendor proposals shall provide information and recommendations regarding City staff roles, skills and allocations, based on prior implementation experiences and the City's requirements, transaction sizing and other relevant staffing criteria.

City Staff Role	Estimated Implementation Allocation
Project Sponsors and Executive Sponsor	5-10% per sponsor / member
Project Manager	100%
Finance Functional Leads: 6 HR Functional Leads: 2 IT Functional Leads: 2 Payroll Functional Leads: 1 Purchasing Functional Leads: 1 Total Functional Leads: 12	50% (varies by functional area)
Department Subject Matter Experts	15-25% per staff (varies by functional area)
Technology Lead (1)	50%

A.3.6 Project Organization. The City has identified the following roles and expects to manage and support the project using the structure defined below.

- These roles represent the assessment and RFP phase.
- Project Manager, Functional Lead, SME and Technical staff roles will evolve for implementation with responsibilities designated for design, testing, training, documentation, etc.

Role	Responsibilities
Project Sponsor	• Sets and adopts a common vision. • Defines project goals. • Champions the project to major stakeholders and approval bodies. • Approves changes to project budget.
Steering Committee	• Adopts Vision. Acts as change agents if necessary. • Provides general oversight of the project • Provides advisory and consultative direction for the project when requested by the project manager. • Approves any changes to project scope.

Role	Responsibilities
Project Manager	• Responsible for the project charter, project plan and project control processes. • Operates within the terms of the charter and is responsible for coordinating efforts of the projects teams and for planning, organizing and controlling the development of project deliverables. • Coordinates the day to day activities of the project teams and timelines. • Responsible for managing consultant contract and review and acceptance of deliverables. • Responsible for the detailed planning of a project. • Review and approve all work product/deliverables. • Resolves issues, reviews deliverables, and communicates project status to the Steering Committee. • Determines the priority of work assignments and changes. • Manage scope, resources, deliverables and overall project for the City. • Dedicates staff and resources. • Plan and facilitate regularly scheduled meetings.
Functional Leads	• Work with project team to achieve project deliverables on schedule and within budget. • Participate in RFP development and solution evaluation process • Provide process and functional subject matter expertise • Document operational processes and procedures • Alert Project Manager to any issues or concerns regarding the project • Alert Project Manager to any issues or concerns regarding the project scope, schedule, resources, deliverables
Department Team Members / SMEs	• Work with project team to achieve project deliverables on schedule and within budget. • Participate in RFP development and solution evaluation process • Provide Dept. / Office subject matter expertise – process, usage, requirements • Document department's operational processes and procedures as needed • Help communicate project information, as provided by Project Manager, to Dept. / Office staff • Alert Project Manager to any issues or concerns regarding the project • Work with project team to achieve project deliverables on schedule including requirements, RFP, solution evaluation, and solution recommendation

A.3.7 Proposed Number of Users. End-users will include staff from all organizational units who will perform functions spanning application administration, transaction entry, transaction approval, transaction question, operational reporting and management reporting. Reference the Functional Requirements for a description of access authorization desired. The following user counts are estimated. Proposals shall include services to complete implementation and any appropriate training services to prepare all City staff for using the system.

Type of User	Estimated User Count	Estimated Power User Count
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Directors / Executives	9	7
Finance Office	33	33
Purchasing/AP	20	5
Payroll	26	3
Reports Only	100	20
Technical / Application Administration	3	2

A.3.8 Current Number of Users. The number of users currently accessing each application is as follows (user counts include transaction entry and report-only users, and includes users who access one or more of the applications):

Type of User	Estimated User Count	Estimated Power User Count
Directors / Executives	9	7
Finance Office	26	26
Purchasing/AP	20	5
Payroll	26	3
Reports Only	100	20
Technical / Application Administration	3	2

A.3.9 Current Applications. The following applications are used by the organization for financial functions or represent applications that may generate a material volume of financial transactions. Information about their replacement is provided for the proposer's convenience. The City intends to discuss the future use and integration of applications during software demonstrations and contract negotiations.

Functionality	Application	In Scope for Replacement
General Ledger, Procurement, A/P, A/R, Budget Control, Asset Tracking, HR, Payroll	Naviline	Yes
Community Development (i.e., building permits, business tax, planning/engineering, and code enforcement)	Naviline	No
Utility Billing	Naviline	No
NeoGov	Applicant Tracking	Yes, if possible
WorkBright	Employee Onboarding	Yes, if possible
IAPro	Police system to track discipline, training, drug testing, etc.	Yes
Benefits	Plan Source	Yes, If Possible

Functionality	Application	In Scope for Replacement
Online Payments & Billing	Various 3 rd parties	No (mostly interfaces)
Time and Attendance	ExecuTime	Yes, if possible
Business Training Library	BizLibrary	No
Work Order	Lucity	No
RTA	Work order system used at fleet	No
RecPro	Park and Rec system. Collects registration payments	No

A.4 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by the City, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of the City shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant with the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.

A.5 Conditions

- A.5.1** This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control unless the Agreement expressly provides otherwise.

A.6 City's Rights Reserved

- A.6.1** The City reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award.
- A.6.2** The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
- A.6.3** The City reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to remove or add functionality (i.e., modules and components) until the final contract signing.
- A.6.4** The City reserves the right to revise the RFP prior to the date that proposals are due. All registered proposers will be notified of revisions to the RFP.
- A.6.5** This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.
- A.6.6** The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation

or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP

A.7 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP shall be in writing by email to the address listed in section A.10 of this RFP. Communication by telephone or in person will not be accepted. Attempts by, or on behalf of, a prospective or existing vendor to make telephone or personal contact with any other City employee regarding this RFP, may lead to the elimination of that vendor from further consideration.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Port Orange with regard to the acceptance of a proposal may lead to the elimination of that vendor from further consideration.

A.8 Register as a Proposer

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

A.9 Pre-Proposal Conference

A pre-proposal vendor conference will be held by phone on April 16th, 2018 at 10:00 AM (EST). Attendance at the pre-proposal conference is not mandatory. Proposers intending to participate in the pre-proposal conference by phone shall request call-in information when registering.

A.10 Inquiries and Requests for Clarification

- A.10.1** In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the following contact. Questions over the phone will not be accepted:

Contact: David Battaglia
Title: Purchasing Agent
Email: dbattaglia@port-orange.org
Phone: 386-506-5704

- A.10.2** All questions concerning the RFP shall reference the RFP page number, and section heading. Questions will be answered and posted to the City's website in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified by email.

A.11 Procurement Schedule

The expected procurement schedule is listed below. The City reserves the right to change the procurement schedule. If changes are made, proposers will be notified by the City in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on the City's website.

Procurement Schedule	
04/02/2018	RFP released
04/16/2018	Pre-proposal conference – 10:00 AM (EST)
04/23/2018	Last day to accept questions and requests for clarification on the RFP - by 4:00 PM (EST)
04/30/2018	Final Addendum Posting by 5:00 PM
05/07/2018	Proposals due – 2:30 PM (EST)
06/07/2018	Vendors selected for software demonstrations and interviews are notified
07/17 – 07/19 07/24 – 07/26 07/31 – 08/02	Software Demonstrations
09/04 – 09/05	Onsite Discovery
Sept-Nov 2018	Complete contract negotiations and Statement of Work (SOW)
Dec 2018	Contract Award to City Council

A.12 Evaluation Criteria

The City selection committee will review all proposals received as part of a documented evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate (based on ranking) a certain number of proposers to compete in the next level. Proposers not previously elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for the City's current and future needs based on the information available and the City's best efforts of determination.

A.12.1 Evaluation Steps

- 1) Proposal Opening: Proposal submittals shall be received and opened by David Battaglia, Purchasing Agent.
- 2) Compliance: A preliminary evaluation by the City shall determine whether each received proposal is complete and compliant with the all instructions and/or submittal requirements in the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be deemed non-responsive and excluded from further consideration. Proposals that are compliant are advanced to the written evaluation stage.
- 3) Written Evaluation: The City selection committee will evaluate Proposer's written proposals according to the criteria outlined in this section (A12). Up to three of the highest ranked proposals will advance to the Software Demonstration/Interview Stage.

- 4) Software Demonstrations and Interviews. The City expects to elevate up to three (3) proposers for proposer demonstrations. Proposer presentations shall include software demonstrations, implementation presentations and interviews (held on-site at the City's offices) and shall cover all functional areas proposed in the vendor's proposal. The city selection committee shall evaluate the proposers, ask questions and rank the two (2) highest proposers. The city selection committee reserves the right to have city staff members attend the proposer presentations and to consider comments and questions generated by any city staff member at the end of each session of the presentations. Only the city selection committee members will ask questions to the proposers. The city highly recommends that the key members of the vendor's implementation staff proposed for this project be present and available for questions at the demonstration and lead presentations.
 - The City will attempt to be flexible in scheduling demonstrations. However, to avoid unnecessary delays, the City expects that proposers will be available for software demonstrations during the days identified on the schedule in section (A11). Proposers that cannot demonstrate their software during the dates prescribed by the City may be eliminated. The agenda and software demonstration scripts will be distributed to vendors that have been elevated for software demonstrations in advance of the demonstrations (two weeks prior).
- 5) Discovery. After software demonstrations and interview, the City expects to elevate up to two (2) vendors to the Discovery sessions. Proposer presentations for the discovery sessions will consist of an additional on-site meeting with vendors to focus on implementation specifics such as implementation approach, proposed timeline, key resources, interfaces, etc.
 - Each elevated vendor will receive a Request for Clarification (RFC) letter that will ask vendors to clarify any parts of the initial proposal. In addition, the RFC letter will identify a schedule for the on-site Discovery session.
 - It is a requirement of the City that all key vendor project team members (project manager, project leads) will be available and participate for the on-site Discovery sessions.
 - Vendors not previously elevated initially to demonstrations or discovery may be elevated at a later date.
- 6) Negotiations. Upon satisfactory completion of the Discovery process, the City will select a finalist Proposer to enter into contract negotiations. If third-party software is involved, the City may elect to negotiate with the third-party software vendor first. The primary Proposer will be expected to assist with these negotiations. After a contract is negotiated, The final contract award recommendation will be made to the City Council.
- 7) Contract Award. The contract for this RFP will be awarded upon approval by the City Council.

The proposal evaluation criteria shall be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used to evaluate proposals in steps 3-5 may include, but are not limited to the following:

A.12.2 Evaluation Criteria for steps 3-5

Written proposal Evaluation (Step 3):

- Implementation methodology and approach (35 points Max)
- Ability to meet system requirements (Attachment 10) (25 points Max)
- Firm qualifications, experience, background, references; Project team experience/knowledge (20 points Max)

- Compatibility with terms and conditions (10 points Max)
- Cost/value (10 points Max)

Software Demonstration Evaluation (Step 4):

- Implementation methodology and interview (30 Points Max)
- Functional and technical software demonstrations (25 points Max)
- Overall system features (20 Points Max)
- Cost/value (15 points Max)
- Qualifications, experience, background, references (10 Points Max)

Discovery Evaluation (Step 5)

- Implementation methodology and approach; and Project team experience/knowledge (40 Points Max)
- Cost/value (30 Points Max)
- Formal responses to request for clarification (15 Points Max)
- Software functionality (15 Points Max)

The City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The City's selection committee will then make a recommendation to be approved by City Council to elevate proposals for final contract negotiations.

A.13 Proposal Submission Instructions

A.13.1 Proposals are to be submitted in sealed packages by **May 7, 2018** at 2:30 PM EST. Late submissions will not be accepted.

Bids shall be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

A.13.2 Failure to comply with the requirements of this RFP may result in disqualification. Proposals received subsequent to the time and date specified above will not be considered. Please note the following requirements as part of the submittal process.

A.13.3 Signature of the proposal by the proposer constitutes acceptance by the proposer of terms, conditions, and requirements set forth herein.

A.13.4 Proposers are required to submit One (1) hard copies and One (1) electronic copies (via USB mobile media) of the proposal in a sealed package that is clearly labeled with the proposer's company name and the RFP Title.

A.13.5 Emailed proposals will not be accepted.

A.13.6 Use the RFP Submittal Checklist (Attachment 1) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

A.13.7 By submitting a proposal, the proposer is providing a guarantee to the City that, if chosen, it will

be able to provide the proposed products and services during the period of time discussed in the RFP.

- A.13.8** Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the City, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word “Confidential” printed on the top right-hand corner of each page for which such privilege is claimed. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City will consider a proposer’s request for exemptions from disclosure; however, the City will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored, unless support by one or more specific statutory exemptions. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

A.14 Organization of Proposal

The proposal shall be organized into the following major sections. Specific instructions for each section are provided in Section B of this RFP. Any required attachments shall be included in the proper section as indicated by the instructions. **If you have any submission format questions, please email David Battaglia.**

Section Number	Section
1	Executive Summary and Introductory Material
2	Scope of Services
3	Firm and Project Team Qualifications and Experience
4	References and past client information
5	Functional Requirements
6	Technical Specifications and Information
7	Business Process and Software Considerations
8	Implementation Approach, Plan, and Deliverables
9	Sample Documents
10	Exceptions to the RFP
11	Price Proposal
12	Additional Information

Please submit the Attachments referenced in the following table in the required file format indicated here. Attachments not listed in the table below may be supplied in either the original file format or PDF.

Attachment/Document	Required File Format
E.9 Attachment 9 (STAFFING)	Microsoft Excel (.xls or .xlsx)

E.10 Attachment 10 (FUNCTIONAL REQUIREMENTS)	Microsoft Excel (.xls or .xlsx)
E.11 Attachment 11 (COST)	Microsoft Excel (.xls or .xlsx)
E.12 Attachment 12 (DATA CONVERSIONS)	Microsoft Excel (.xls or .xlsx)
E.13 Attachment 13 (INTERFACES)	Microsoft Excel (.xls or .xlsx)

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Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers shall assemble their proposals in strict adherence to the layout requirements identified in Section A.14. Failure to follow all proposal layout requirements may result in disqualification. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention shall be given to accuracy, completeness, relevance, and clarity of content. Proposals shall address the following questions and contain the following Sections.

B.1 Executive Summary and Introductory Material

(Proposal Section 1.0) The introductory material shall include a title page with the RFP name, name of the proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary shall be limited to a brief narrative (less than 2 pages) summarizing the proposal. The summary shall contain as little technical jargon as possible and shall be oriented toward non-technical personnel.

- B.1.1** Complete Attachment 1 (RFP Submittal Checklist)
- B.1.2** Complete Attachment 2 (Signature Page)
- B.1.3** Complete Attachment 3 (Addendum Acknowledgement Form)
- B.1.4** Complete (Drug-Free Preference Statement Form)
- B.1.5** Complete (Sworn Statement on Public Entity Crimes Form)
- B.1.6** Complete (Anti Collusion Form)
- B.1.7** Complete (Local Business Affidavit of Eligibility (IF APPLICABLE))

B.2 Scope of Services

(Proposal Section 2.0) This section of the proposal shall include a discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

Each proposal shall provide information about any firm involved with this proposal including the software vendor, implementation vendor, and/or any third-party vendors so that the City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. The City, at its discretion, may require a proposer to provide additional supporting documentation or clarify requested information.

At a minimum, both the Software company and the implementation partner (if applicable) shall have been in business under the same name for at least the last 3 years. If the proposal includes an implementation partner, it shall have been implementing the proposed software for at least the last 3 years.

- B.2.1** Complete Attachment 4 (Scope of Services)
- B.2.2** For each firm identified on Attachment 4 (Scope of Services) explain and complete reference information on Attachment 6 (Customer Reference Form). See section B.3 (References) for more information.
- B.2.3** Provide an overview of all products and services proposed in response to the City's RFP, clearly describing how the proposed solution will accomplish the City's goals.
- B.2.4** List and briefly describe proposed solution components, services and technical environment proposed (e.g. on-premise, SaaS, managed services, etc.).
 - The solution components described shall reconcile to positive responses provided by the proposer in Attachment 10 (Functional Requirements).

- If software is sold by module, explicitly state the software module name and versions that are proposed.
- Indicate whether the City will need to contract / procure any services or licenses extraneous to this proposal for the proposed solution

B.3 References

B.3.1 Company References

References shall be both, (1) public sector customers and (2) customers using the solution and version(s) proposed for the City of Port Orange. In addition, references shall be from implementations within the last 3 years.

1.1.1 References for Proposals Including Implementation Partners

Provide at least 3, but no more than 5 references using Attachment 6 (Customer Reference Form) for the software proposer; and provide at least 3, but no more than 5 references using Attachment 6 (Customer Reference Form) for the implementation partner.

1.1.2 References for Proposals Not Including Implementation Partners

For those proposals in which the software company is providing its own implementation services, provide at least 3, but no more than 5 references using Attachment 6 (Customer Reference Form).

B.3.2 Proposed Third-Party References

If the proposal includes third-party products/services, please include at least 3, but no more than 5 references for each third-party product/service proposed using Attachment 6 (Customer Reference Form).

B.3.3 Recent Client List

Provide a list of all cities and counties within the United States, that have purchased this proposed solution and/or corresponding implementation assistance within the last 3 years.

For 5 of these jurisdictions, please include a list of other software applications that the jurisdiction has integrated with your solution to perform operations specific to local governments (i.e., utility billing).

B.4 Functional Requirements

(Proposal Section 3.0) This section of your proposal describes your proposed solution's alignment with the functional scope of the project - the requirements for each functional area and business process.

- Proposer responses to Attachment 10 (Functional Requirements) shall use the following response codes in responding to the Functional Requirements of the attachment:

Code	Description
Column F: Available Responses	
Y	Requirement Met and Proposed (Standard features in generally available product)

Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
Column K: Available Responses (if (Y-ND Selected in Column F	
F	Feature Scheduled for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column G: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

- Proposers shall be ready to demonstrate requirements listed as “Y” during software demos.
- Responses which are marked Y or Y-ND will be considered in scope, and the cost proposal and all other information submitted in this proposal shall reflect the module and services necessary to perform the functionality.
- For requirement responses other than “N” or “I” proposers shall:
 - Indicate the module or product that is required to meet the requirement.
 - Indicate the phase of the project that the functionality will be implemented.
 - Indicate any exception to the proposed internal or external hosting configuration.
 - Indicate any exception to the proposed post-implementation services, for example technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.
- Proposal requirements’ responses submitted will become part of the contractual agreement with the winning proposer(s). Proposers are expected to warrant both software and implementation of all positive responses (responses other than “N” and “I”).
- For functionality not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or as a customization specific for this project, Proposers shall indicate a response code of Y-ND and answer column J, including estimated availability timing.
- The City may clarify requirements with the response of “I” during software demonstrations. Immediately following the demonstrations Proposers may be asked to re-submit Attachment 10 (Functional Requirements) if changes are indicated as a result of clarifications.

B.5 Technical Specifications and Information

(Proposal Section 4.0) Describe the technical application and platform architecture and the environmental requirements for proposed solution by completing Attachment 7 (Information Technology Requirements and Information Requests).

B.5.1 If proposing SaaS or hosted services, describe the following:

- Information on the specific hosting services provided

- Operational support services
- Technology infrastructure services
- Disaster recovery / business continuity
- Identify all service providers, including 3rd parties
- Identify any components the City would need to host on its own servers
- For each of the services proposed explain service levels that are used to guarantee performance for the City through the proposed hosting agreement. Complete and submit with proposal.
- Provide a copy of subscription and / or service level agreement currently used with existing customers
- Security and encryption

B.5.2 If proposing an on-premise solution, describe the following:

- Identify all licenses, hardware, or other products in this proposal that would be required to optimally operate the proposed solution at the City.
- Identify any component(s) that would need to be purchased / licensed separately by the City, i.e. not provided by the proposer. If provided by the proposer, make sure cost schedule reflects the component(s).
- Include application and platform architectural diagrams if available.
- Include sample copies of technical documentation, e.g. release notes, installation guides, database diagram and data dictionary, etc.
- Include sample copies of any agreements that the City may be requested to sign post-award, e.g. software license agreements, professional service agreements, hosting agreements, third party agreements, etc.

B.6 Business Process / Software Considerations

(Proposal Section 5.0) This section shall describe software features and configuration solutions and business recommendations for challenges the City will expect to encounter on the project.

B.6.1 Data Conversion: Provide your recommendations for data conversion. The City requires retention and access to historical data. The City also understands that converting all historical data would require a large effort, at a large cost.

- Using Attachment 12 (Data Conversions) please provide estimates of the level of effort required to convert existing data including detailed transaction records and provide recommendations on how you would approach a cost-effective and efficient data conversion as well as historical data retention.

B.6.2 Operational and Financial Reporting: Provide information included in the price proposal for reporting, query and analysis capabilities and tools, including standard ‘out-of-the-box’ reports and online queries, ad hoc queries, end-user report development for recurring reports. Provide a sample of standard financial reports.

- B.6.3 Purchasing:** Describe your recommended process for purchase requisition and purchase order entry and approvals. Please process map/flow chart and any supporting explanation or system documentation identifying your recommendations for the City, including the role / stakeholder involved with the process. Recommendations shall be based on best practices, previous experience and understanding of the City's needs.
- B.6.4 Receiving & Invoice Processing:** Describe your recommended process for receiving and accounts payable invoice processing. Please provide a process map/flow chart and any supporting explanation or system documentation identifying your recommendations for the City. Recommendations shall be based on best practices, previous experience and understanding of the City's needs.
- B.6.5 Interfaces:** Refer to Attachment 13 (Interfaces) and provide information about existing Application Programming Interfaces (APIs) or other utilities for interfacing the ERP application with other transaction processing applications.

B.7 Implementation Approach, Plan, and Deliverables

(Proposal Section 6.0) This section shall describe the proposed implementation plan.

- B.7.1** Explain the proposed approach and plan for implementation, including:
- Proposed implementation phases including scope and components
 - Key milestones and deliverables, and how they relate to the implementation approach and activities
 - Implementation tasks and activities including data conversion, configuration design and set-up, data interfaces / integration, quality assurance, training, etc.
 - How the proposed approach addresses common ERP project risks and challenges including cross-organizational roles and user groups, documentation, training, and project management.
- B.7.2** Describe the proposed vendor staffing for the project including:
- Roles and responsibilities
 - Number of vendor staff assigned to each role and approximate allocation of each resource
 - Include resumes of all key vendor/third-party vendor and implementation staff assigned to this project.
 - All key implementation team members shall have at least 2 years of experience implementing the proposed software and 5 years of related experience.
 - For proposals that include a project manager, the project manager shall have a minimum of 5 years of project management experience related to software implementation.
 - Activities completed on-site vs. off-site
- B.7.3** Describe recommended City staffing for the project including (see project scope in RFP):
- Roles, responsibilities and skills / competencies for each role
 - Number and allocation for each staff member including time spent with and without vendor staff
 - Complete Attachment 9 (Staffing).

B.7.4 Describe proposed project management services including:

- Responsibilities of vendor project manager and of City project manager
- On-site presence of vendor project manager
- Communications approach and plan
- Progress, schedule and budget monitoring and reporting
- Risk Management approach, including escalation

B.7.5 Describe proposed quality assurance and testing approach and plan, specifying activities, roles and responsibilities including performance, functional and usability testing

B.7.6 Describe proposed training approach and plan

- Specify the training included in the price proposal and how and when training is to be delivered (e.g. on-site, off-site, web-based, etc.)
- Explain roles and responsibilities the City is expected to provide for the training effort including but not limited to training coordination, training material development, training delivery, etc.

B.7.7 Describe recommended change management approach and services.

B.7.8 Describe proposed implementation deliverables (required deliverables listed in Project Scope). The City considers project documentation to be a critical part of both the success of the project and the City's ongoing success with the software. Vendors shall review RFP Section "Scope of Project" and provide specific deliverable examples. *Note: For this response, vendors can select one function or process and respond based on the representative process. The focus of this section is to demonstrate how implementation deliverables will be used and the importance of deliverables as a form of quality assurance.*

B.8 Sample Documents

(Proposal Section 7.0) Proposers shall include sample copies of the following documents. Although they are sample forms, the documents shall contain all material terms so that the City can fairly evaluate the proposer's forms. If one master agreement serves multiple purposes (e.g., licensing and maintenance), it can satisfy the submittal required for both.

B.8.1 Sample software licensing agreement

B.8.2 Sample maintenance/support agreement

B.8.3 Sample implementation services agreement

B.8.4 Sample hosting agreement (if applicable)

B.9 Exceptions to the RFP

(Proposal Section 8.0) All requested information in this RFP shall be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. Section D of this RFP contains standard contract terms and conditions that the City expects to be part of the final agreements for these services. Please indicate your willingness to comply with each condition by noting any exceptions.

B.10 Price Proposal

(Proposal Section 9.0) Proposers shall submit their price proposal that includes pricing for all products and services identified in the proposal. If any components of the proposal are “optional” and not included in the summary or total price, those features shall be clearly labeled as “optional” in the proposal. All “optional” items not included in the total price shall identify a price separately.

B.10.1 Complete and submit E. 11 Attachment 11

- The City may award a purchase contract, based on initial offers received without discussion of such offers. A proposer’s initial offer shall, therefore, be based on the most favorable terms available. The City may also request revised pricing offers from proposers, and/or enter into contract negotiations thereafter.
- Pricing is to be submitted using the provided template. Proposers are to list both summary prices for each module/system being proposed and proposed payment milestones during the implementation.
- Proposers shall submit implementation costs as fully loaded rates that include all necessary travel or list travel as a fixed or not-to-exceed amount. The proposed price shall cover all payments and expenses.

B.11 Additional Information

Proposers are encouraged to submit any additional information it feels appropriate for the City to consider in its evaluation of the proposal.

Section C: Contract Terms and Conditions

Below are standard contract terms and conditions that the City expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.9 of this RFP. Contract terms in the final agreement shall include but not be limited to those listed below.

C.1 Key Personnel

The City requires assurances as to the consistency and quality of vendor staffing for its project. The City shall require the following:

- C.1.1** The City shall have the right to interview and approve key personnel proposed by the vendor including replacement staff if necessary. The Discovery Phase will act as the initial interviews of key personnel included in the proposal. Subsequent interviews will occur if there is any change in vendor staffing.

Upon written notice from the City, the vendor shall, to the city's satisfaction, remedy the failure of the key personnel who are not performing as required by the contract. The remedy may include replacement of the key personnel who are not performing.

- C.1.2** Vendor key personnel may not be removed from the project without the City's approval.

C.2 Express Warranty

The Proposer shall expressly warrant that the proposed and implemented system will conform in all material respects to the in scope requirements and specifications as stated in this RFP including the functional requirements in E.10 Attachment 10 (FUNCTIONAL REQUIREMENTS) for a period no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this proposal.

C.3 Express Warranty Remedy

The City requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

C.4 System Acceptance

For purposes of acceptance of the system (or portions thereof), the City intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- C.4.1** "Conditional Acceptance" may occur at or prior to go-live. The City shall have up to forty-five (45) days to test the system ("pre-live testing") before going live. During the pre-live testing, if the City determines that the system is not performing sufficiently to pre-live test then the City reserves the right to reject the system and to not approve the "Conditional Acceptance" until the vendor addresses the concerns identified by the City.
- C.4.2** The City will have a 90-day period after Conditional Acceptance to "live test" the system. Live testing is the City's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the City by the vendor during the course of the project.
- C.4.3** If after the live testing the City determines that the system performs in accordance with the system specifications (including the design document and functional requirements), the City will issue "Final Acceptance." The 90-day time frame for Final Acceptance shall be extended if problems are found in the live test. Specifically, the City expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

C.5 Milestones

The City requires that all payments be based on successful completion of milestones or deliverables. After the City's acceptance of the milestone or deliverable, the vendor will invoice for any applicable milestone payments. The payment amount shall either be a not-to-exceed limit for each milestone. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. City shall pay Contractor within forty-five (45) days after receipt of an accurate and undisputed invoice.

C.6 Intellectual Property Rights

The vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of any deliverables or other work projects including the configured software (the products) produced under this Agreement, and that the City has full legal title to and the right to reproduce the products. The Vendor shall defend, indemnify and hold the City, its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents harmless from any loss, claim or liability in any way related to a claim that City's use of any of the products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. The Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and products produced under this Agreement. In the event the use of any of the products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, the Vendor, at its expense, shall: (a) secure for City the right to continue using the products and other deliverables by suspension of any injunction, or (B) by procuring a license or licenses for the City that at a minimum meet all requirements defined in the statement of work and functional requirements; or (c) modify the products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This paragraph shall survive termination of this Agreement.

C.7 Sovereign Immunity

The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability effective upon execution of this Contract and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the statutory dollar amount equal to the amount set for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

C.8 Insurance

The City requires the successful proposer to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

C.8.1 Comprehensive General Liability Insurance:

C.8.2 A minimum of bodily injury liability limits of \$1,000,000 each occurrence, \$2,000,000 aggregate

C.8.3 Property Damage liability of \$1,000,000 each occurrence, \$2,000,000 aggregate

C.8.4 Professional Liability and Errors and Omissions in an amount of \$2,000,000.

- C.8.5** Workers Compensation Insurance: Coverage A - Statutory coverage, Coverage B - \$100,000
- C.8.6** Automobile Liability Body Injury: \$200,000 per person, \$300,000 each occurrence, property damage \$100,000 each occurrence.
- C.4.7** Cyber liability in an amount of \$2,000,000.

The City of Port Orange, its employees and officers shall be named as an additional insured, and insurance certificates furnished to the City shall indicate such coverage. The City will require the Certificate of Insurance evidencing the coverage before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract.

C.9 Indemnification

Vendor agrees to accept all responsibility for loss or damage to any person or entity, including the City, and to indemnify, hold harmless, and release the City, and the City Council, other elected officials, its officers, agents, and employees, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, liabilities, demands, obligations, actions, proceedings, or causes of every action of every kind and character in connection with or arising directly or indirectly out of any resulting agreement and/or the performance thereof. Vendor agrees to provide a complete defense for any claim or action brought against the City based upon a claim relating to Vendor's performance or obligations under this Agreement. Vendor's obligations under this Section apply whether or not there is concurrent negligence on the City's part, but to the extent required by law, excluding liability due to the City's conduct. The City shall have the right to select its legal counsel at Vendor's expense, subject to Vendor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Vendor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C.10 Non-appropriation of Funds

The complete installation of system is contingent on budgetary funding from the annual City budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under this Agreement in future fiscal years, the City has exhausted all funds legally available for payments to become due under this Agreement, funds which have been appropriated for purposes of this Agreement are withheld and are not made available to City, or an appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn then the City at its sole discretion may terminate this Agreement at the end of the then current fiscal year, as the case may be without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the City agrees to deliver written notice to the vendor of such early termination at least 30 days prior to the end of the then current fiscal year.

C.11 Termination for Convenience of the City

- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
- (b) Termination, in whole or in part, shall be instituted by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
- (c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
- (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than thirty (30) days after the effective date of termination, unless one or more extensions of thirty (30) days each are granted by the Finance Director.
- (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
- (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
 - (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above.
 - (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.
- (g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the terms of this contract concerning disputes.

C.12 Termination for Convenience for Subcontractors.

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

C.13 Termination for Default.

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

C.14 Examination of Records

- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any

pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

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

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

C.15 Public Records Compliance

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT SHALL 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.

C.16 Disputes

If such dispute arises under this Contract and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the Contract Administrator of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated to the city manager. If the dispute has not been resolved within twenty-five (25) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party to initiate formal non-binding mediation before a single mediator, which shall be completed within thirty (30) days of initiation, unless extended by mutual agreement of the parties, and mediation shall be conducted in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. Pending a final

determination of the dispute, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

C.17 Force Majeure

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.

C.18 Controlling Law

This Agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Any legal proceeding arising from or in any way regarding the agreement shall have its venue located exclusively in the state and federal courts with jurisdiction in Volusia County, Florida, and the parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the court.

C.19 No Waiver

Except as expressly set forth herein, no failure or delay on the part of City in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

C.20 Order of Precedence

In the event of any conflict between this RFP and the contract, then the contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating City contract and any amendments thereto.

[Remainder of this page left intentionally blank]

Section D: Attachments & Forms

To be submitted with the completed proposal.

D.1 Attachment 1 (RFP Submittal Checklist)

Proposal Section & Attachments	Submitted?
Section 1 Executive Summary and Introductory Materials - Attachment 2 (Signature Page) - Attachment 3 (Addendum Acknowledgement Form) B.1.4 Complete (Drug-Free Preference Statement Form) B.1.5 Complete (Sworn Statement on Public Entity Crimes Form) B.1.6 Complete (Anti Collusion Form) B.1.7 Complete (Local Preference Form (IF APPLICABLE))	
Section 2 Scope of Services - Complete E.4 Attachment 4 (Scope of Proposal) - For <u>each</u> firm identified on E.4 Attachment 4 (Scope of Proposal), - E.5 Attachment 5 (Company Information) - Attachment 6 (Customer Reference Form)	
Section 3 Firm and Project Team Qualifications	
Section 4 References and Past Client Information For <u>each</u> firm identified on E.4 Attachment 4 (Scope of Proposal), and for main firm, Attachment 6 (Customer Reference Form)	
Section 5 Functional Requirements Attachment 10 (Functional Requirements)	
Section 6 Technical Requirements and Information Requests Attachment 7 (Information Technology Requirements and Information Requests)	
Section 7 Business Process / Software Considerations - Attachment 12 (Data Conversion) - Attachment 13 (Interfaces)	
Section 8 Implementation Approach, Plan and Deliverables Attachment 9 (Staffing)	
Section 9 Post-Implementation Support Services Attachment 8 (Maintenance & Support)	
Section 10 Pricing (submit under separate cover) Attachment 11 (Cost)	
Section 11 Exceptions	
Section 12 Sample Documents	

D.2 Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein shall be performed, hereby proposes that the proposer will

fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Information:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone # ____ (____) - _____

Cell Phone # ____ (____) - _____

Fax # ____ (____) - _____

D.3 Attachment 3 (Addendum Acknowledgement Form)

This page is used to acknowledge any and all addenda that might be issued. Any addendum issued within five days of the solicitation due date will include a new due date to allow for addressing the addendum's issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement

Signature

Date

ADDENDUM NO. 2 Acknowledgement

Signature

Date

ADDENDUM NO. 3 Acknowledgement

Signature

Date

ADDENDUM NO. 4 Acknowledgement

Signature

Date

ADDENDUM NO. 5 Acknowledgement

Signature

Date

If no addenda were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature

Form B 1.4 – Drug-Free Preference Statement

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, 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 Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

Form B 1.5 – Sworn Statement under § 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.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

Form B 1.6 – Anti-Collusion Form

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(SHALL 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 B 1.7 – 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 B 1.7 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

E.4 Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.

Software and Implementation Services:

- ☐ Proposed
☐ Not Proposed

Primary Software Firm _____
Software Product Proposed _____ Version _____
Primary Implementation Firm _____

Technology Services:

- ☐ Hosting Services Proposed
☐ Software as a Service Proposed
☐ Not Proposed

Hosting Provider: _____

Third Party Products/Services

- ☐ Third Party Products/Services Proposed
☐ No Third Party Products/Services Proposed

<i>Firm</i>	<i>Purpose</i>
_____	_____
<i>Firm</i>	<i>Purpose</i>
_____	_____
<i>Firm</i>	<i>Purpose</i>
_____	_____
<i>Firm</i>	<i>Purpose</i>
_____	_____
<i>Firm</i>	<i>Purpose</i>
_____	_____

Name of Individual / Firm Submitting Proposal: _____

Signature of Proposer: _____

E.5 Attachment 5 (Company Information)

Complete one form for each firm included in the proposal and include a **copy of financial statements for last 3 years.**

	Information Request	Proposer Response
	Vendor Experience	
0	Name of firm	
1	Number of years in business:	
2	Number of years providing systems/services to public sector:	
	Current Customers	
3	Number of clients using proposed software/services	
4	Number of new customers in past 3 years	
5	Average size of the customers using solution proposed, e.g. Number of users, Annual budget, revenues, expenses, Employee count Annual payroll amount	
6	List clients in Florida and product(s) used and whether public or private sector clients	
	If not Primary Vendor	
7	Number of past projects partnering with primary proposer	
8	Official Partnership status/certification (if applicable)	
	About the Company	
9	Number of Employees: Full-time? Part-time? Contract?	
10	Number of Employees Providing Implementation Services (if applicable)	
11	Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
12	Number of Employees Dedicated to Product Development (if applicable)	
13	Describe your company's corporate structure, e.g. public, private, governance, etc.	
14	Company's annual sales revenue and net income (loss) for the past 5 years?	

15	What percentage of each year's sales revenue comes from customers using the solution proposed in this response	
	Information Request	Proposer Response
16	Are there any outstanding lawsuits against your company? If so, please describe and explain what impact an unfavorable outcome would have on the company	
17	Is your company currently involved in any discussions or negotiations to be acquired by another firm? If yes, please describe the status of the discussions/negotiations. If your company is actively engaged in being acquired, please describe the targeted timeframes related to the acquisition.	

E.6 Attachment 6 (Customer Reference Form)

Using the following form, please provide at least three (3) and no more than five (5) references that match the following criteria:

- Public sector customers
- Customers using the solution and version(s) proposed for the City of Port Orange.

GENERAL BACKGROUND

Name of Customer: _____
 CONTACT NAME: _____ TITLE: _____
 PHONE: _____ E-MAIL: _____

Solution components in use / version: _____

Summary of Project: _____

Number of Customer Employees: _____ Size of Operating Budget: _____

PROJECT SCOPE

- | | |
|-------------------------------------|---|
| ☐ Financials | ☐ Purchasing |
| ☐ Budgeting | ☐ Human Resources |
| ☐ Payroll | ☐ Other (please specify) _____ |

TECHNOLOGY INFORMATION

Externally hosted / SaaS? Yes _____ No _____ If yes, hosting provider _____

IMPLEMENTATION INFORMATION

Project Duration (months): _____
 Initial Go-Live date: _____
 Describe Role on Project: _____

Project Challenges: _____

Major Accomplishments: _____

E.7 Attachment 7 (Information Technology Requirements and Information Requests)

The City currently supports a variety of platforms and applications, though the majority of servers are MS Windows Servers 2012 R2 and various Linux servers. We support MS SQL databases and other MS Office applications.

Ref #	Technical Requirement / Information request	Proposer Response
Hosted / SaaS Options		
1.	Is system available through hosted model (City owns license; system hosted by the vendor)	Yes/No
2.	Is the system available through SaaS model (City pays monthly service fee)	Yes/No
3.	Is the system available through a managed services model (City owns and hosts system; vendor maintains the system)	Yes/No
4.	Where is the data center and disaster recovery data center located?	
5.	What are your experiences as a SaaS provider? e.g. Number of clients; longest and average time providing services to a client; largest and average client size, client industries, etc.	

Ref #	Technical Requirement / Information request	Proposer Response
Hosted / SaaS Options		
6.	In the event your company is acquired or ceases operation, what is the procedure and timeframe for returning the City's data and in what format would the City's data be returned?	
7.	Describe your procedures for providing your customers advance notification of major upgrades or system changes. What process do you use to schedule implementation of the upgrades or changes to minimize operational disruption?	
8.	If data centers are physically secured, explain the method / technology used.	
9.	Please detail data center and security certifications held by your company, specifically certification title, description, issuing organization, frequency of renewal, most recent issue date of the certification.	
10.	Has your company experienced any breach in data center, network, database and / or application security in the past three years? If yes, please describe each incident – date, nature of the incident, vendor's response, customer communications and result.	
11.	Describe how you monitor network usage and your procedure for increasing and / or allocating network resources to meet increased usage.	
12.	What are your proposed operational Service Level standards? How do you monitor Service Levels and how often to you report Service Level results to customers?	
13.	What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?	
14.	In the past 3 years, have you reimbursed any customer(s) due to failure to meet contractual Service Levels? If yes, what was the amount and date of your last incident?	
15.	What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?	
16.	What business continuity procedures and policies are implemented to protect City data, including data back-up and recovery? Where does your backup data reside?	

Ref #	Technical Requirement / Information request	Proposer Response
Hosted / SaaS Options		
17.	Please provide the dates of your last business continuity / disaster recovery tests and the results of each test; also provide data recovery turn-around time standards.	
18.	Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data.	
19.	Describe your process and procedures for segregating customer data at rest.	
20.	What change management processes are implemented to protect City data and system availability?	
21.	What configuration management processes are implemented to protect City data and system availability?	
22.	Please describe your technology control standards and audit processes related to data security and operational integrity. Indicate what industry standard(s) you comply with and provide a copy of latest audit reports, e.g. SSAE 16, COSO, SOX, etc.	
23.	What encryption methods are provided within the application in order to encrypt data across non-secure portions of a network? If your application does not provide application-level encryption, explain how you will accomplish this and any requirements for City necessary to implement the solution.	
24.	Describe your process / methods for encrypting data in transit to protect it from being read or modified as it traverses external networks. Also describe any standard protocols and / or algorithms you leverage, e.g., TLS and IPsec, AES.	
25.	If you use encryption as a data security method, provide information regarding the design and testing of the encryption schemes / methods.	
26.	Does your application allow for any data deletion by end-users? If so, describe what happens to the deleted data?	
27.	In addition to user IDs and passwords, describe the standards and other methods used to authenticate users, e.g. LDAP, certificates and tokens.	
28.	What are the internet bandwidth requirements for optimal performance?	
29.	Describe any minimum contract periods	

Ref #	Technical Requirement / Information request	Proposer Response
Hosted / SaaS Options		
30.	After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost	
31.	How is performance against service levels reported to the City	
32.	Describe process for City reporting issue to the vendor	

If hosting / SaaS services are proposed, please submit the standard Service Level Agreement (SLA). If the following information is not covered in the agreement, please provide information in the table provided. Also if not in the standard Service Level Agreement provided, please describe remedies proposed for failure to meet SLAs.

Service	Metric	Requirement/ Guarantee	Remedy if Not Met
System Availability (Unscheduled Downtime)			
Scheduled Maintenance Window			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Ref #	Technical Requirement / Information request	Proposer Response
City hosted solution		
33.	Is the system available to be hosted by the City?	Yes/No
34.	Optimal and minimum network requirements	
35.	Optimal and minimum database software and requirements, including freeware, printer drivers, etc.? Versions?	

Ref #	Technical Requirement / Information request	Proposer Response
36.	Optimal and minimum server requirements – operating system, sizing, versions, etc.	
37.	Is the application supported under VMware? Version(s)? If yes, how many customers are currently running VMware? Does the server need to be pinned?	
38.	Can the application be installed and maintained using Remote Desktop Services or other remote support tools?	
39.	Optimal and minimum desktop (client) requirements	
Software release process		
40.	What is your frequency and process for new software upgrades/releases, e.g. planning, scheduling, notification, distribution / implementation?	
41.	What latitude do your customers have regarding adoption of the upgrades or changes?	
42.	Are software upgrades included in the maintenance costs?	
43.	What is the estimated average time and cost to your customers associated with implementing a new software upgrade/release?	
44.	Describe how software patches, upgrades and major releases are distributed to your customers for installation, e.g. auto-upgrade at log-in, etc.	
45.	What is your expected software release schedule for the next two years – frequency/dates and content?	
46.	What software upgrades are not included in the maintenance costs? What are the time and costs to City for implementing those upgrades?	
47.	Describe the process for updating and/or certifying the application when new releases of 3 rd party software becomes available (e.g. new releases of Windows, IE)	
Support, warranty & maintenance		
48.	Describe the warranty that comes with the purchased system. When does the warranty begin and end?	
49.	Detail the process for response to calls for service.	
50.	What are the hours of support, expected response time for calls for service, and escalation process for problems?	
51.	Describe the maintenance contract that comes with the purchased system.	

Ref #	Technical Requirement / Information request	Proposer Response
52.	Do your support personnel typically interact with your customer's information technology personnel or end-user personnel?	
53.	Describe City and Vendor roles and responsibilities for on-going support.	
54.	Describe recommended staff size and skillsets for City to perform the on-going support roles and responsibilities.	
55.	City expects that the proposed system will respond to all on-line queries within an average of three (3) seconds or less, 95% of the time. Hardware proposed shall be adequate to reach that goal. Please state any assumptions and factors that will guarantee the system response times and the methodology for performance measurement used to guarantee the required performance.	
56.	Describe on-going end-user support offerings such as Users' Groups, release training, etc.	
57.	Describe the timing and delivery of system administration manuals and how you keep this documentation up-to-date.	
58.	Describe the timing and delivery of database ERDs and data dictionaries and how you keep this documentation up-to-date.	
59.	Describe the timing and delivery of diagrams and associated documentation describing the technical solution (including servers, network, client machine configuration and connectivity). How do you address changes to this documentation?	
60.	Describe the timing and delivery of user reference manuals and/or online help and how you keep this documentation up-to-date.	
Application Security Management		
61.	What security tools are provided in software?	
62.	Explain active directory integration	
63.	Explain single sign-on capabilities, including how single sign-on would work with any proposed third-party software	
64.	Does your application require DBA or SA rights be granted?	
65.	Does your application require authentication for access to data?	
66.	Can administrative login(s) to application have strong passwords?	

Ref #	Technical Requirement / Information request	Proposer Response
67.	Can the application force a password change at the first login?	
68.	Does the application allow for multiple logons for the same user at the same time?	
69.	Does the application maintain and control password history?	
70.	List built-in user IDs and their privileges.	
71.	Identify data encryption method(s), including in-transit and at-rest, all data or select data and any encryption options available to users for configuration	
72.	Are encryption keys securely stored?	
73.	Is the connection to database encrypted?	
74.	Does the application log contain credentials (passwords, etc.)?	
75.	Does the application provide centralized logging support, such as logging to syslog, included in the application?	
76.	What system privileges are necessary for the application to run? Detail whether the application runs only with those privileges needed to operate.	
77.	Does your application include any configuration files in clear text used for authentication, e.g. clear text passwords?	
78.	Does the application clean up authenticated sessions after logging out?	
79.	Describe how the application would address each of the following security-related events. Please note whether the application logs detail such as user and process IDs causing the event and timestamps. a. Success or failure of attempt to access security file b. Success or failure of event c. Seriousness of event violation d. Success or failure of login attempts e. Denial of access resulting from excessive number of failed login attempts f. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action g. Activities that might modify, bypass or negate security safeguards controlled by the application	

Ref #	Technical Requirement / Information request	Proposer Response
80.	Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way?	
81.	If the solution is web-based, describe your Web Application firewall configuration and features.	
Support		
82.	Describe operations support	
83.	Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
84.	Describe process for installing patches and updates	
85.	Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update	
86.	Add – support in US or specify location(s) and services if any off-shore	
Access to Data		
87.	Describe the City's ability to access data through reporting tools with a SaaS / hosted system. Also explain how the City can get direct access to the database.	
Reporting & Analytics		
88.	Does the software come with a report writer and / or analytics toolset? (specify)	
89.	Does the report writer utilize a separate database?	

E.8 Attachment 8 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month end, quarter end, year-end, etc.)	
How many versions are currently supported?	
Telephone Support:	
Days / Hours available (and time zone)	
Problem Reporting and Resolution Procedures	

Severity definitions and response time for levels of severity	
User Groups:	
Local and National User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	

Additional Attachments (Required to be Submitted in Excel).

E.9 Attachment 9 (STAFFING)

E.10 Attachment 10 (FUNCTIONAL REQUIREMENTS)

E. 11 Attachment 11 (Cost)

E.12 Attachment 12 (Data Conversion)

E.13 Attachment 13 (Interface Requirements)



CITY OF PORT ORANGE

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PORT ORANGE, FLORIDA 32129
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ADDENDUM NO. # 1

April 16, 2018

RFP 18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 2, 2018 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. CLARIFICATIONS

THERE HAVE BEEN CHANGES IN THE BID SCHEDULE

1. Proposal Openings Have been Moved to **May 14 at 2:30 P.M. 2018.**
2. City Selection Committee evaluates and scores written proposals: **3:00 pm- 5:00 pm.**
Monday, June 11, 2018
3. Vendors selected for software demonstrations and interviews are notified: **Tuesday,**
June 12, 2018.

The is a new clarified D1 Attachment 1 (RFP Submittal Checklist) below. Please use this to replace the one on page 67 in the submittal. Also, the PowerPoint from the Pre-Bid (04-16-18) is attached to this addendum for your convenience.

Proposal Section & Attachments	Submitted?
Section 1 Executive Summary and Introductory Materials • Attachment 2 (Signature Page) • Attachment 3 (Addendum Acknowledgement Form) B.1.4 Complete (Drug-Free Preference Statement Form) B.1.5 Complete (Sworn Statement on Public Entity Crimes Form) B.1.6 Complete (Anti Collusion Form) B.1.7 Complete (Local Preference Form (IF APPLICABLE))	

Proposal Section & Attachments	Submitted?
Section 2 Scope of Services • Complete E.4 Attachment 4 (Scope of Proposal)	
Section 3 References and Past Client Information • For <u>each</u> firm (including the main firm) identified on E.4 Attachment 4 (Scope of Proposal), complete the following: ○ E.5 Attachment 5 (Company Information) ○ Attachment 6 (Customer Reference Form) ○ Recent Client List (No form provided, reference B.3.3. for details) ○ Integration list (No form provided, reference B.3.3. for details)	
Section 4 Functional Requirements • Attachment 8 (Maintenance and Support) • Attachment 10 (Functional Requirements)	
Section 5 Technical Requirements and Information Requests • Attachment 7 (Information Technology Requirements and Information Requests)	
Section 6 Business Process / Software Considerations • Attachment 12 (Data Conversion) • Attachment 13 (Interfaces)	
Section 7 Implementation Approach, Plan and Deliverables • Attachment 9 (Staffing) • Resumes and other information of key vendor staff included in the proposal (no form provided, reference B.7.2 for details)	
Section 8 Sample Documents	
Section 9 Exceptions	
Section 10 Pricing (submit under separate cover) • Attachment 11 (Cost)	
Section 11 Additional Information	

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #1



City of Port Orange **Pre-Proposal Conference for ERP Software & Implementation Services**

Overview of Project Goals of new Port Orange ERP System

City has outgrown the current system HTE/Naviline/Green Screen - System been in place approximately 28 years!

The City of Port Orange through a new ERP system is planning to:

- Automate many of our business processes to help us effectively conduct our daily activities online
- Achieve organizational goals and outcomes with the better decision-making capabilities
- Have improved data integrity and reporting capabilities that provide value to our staff when they need it
- As little dependence on specialized report development skills as possible
- Organizational and financial transparency both internal and external



ERP Project Goals

The new City of Port Orange ERP system will replace some of the current legacy software systems and core processes relating to Finance, Budget, HR and Payroll.

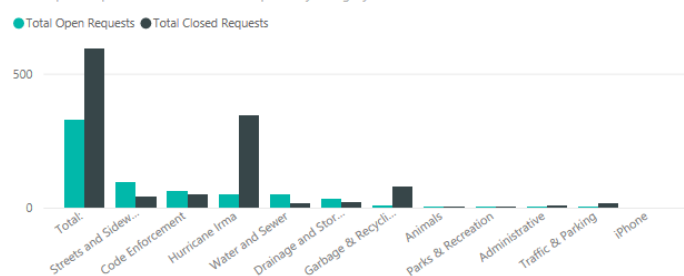
Expected Benefits

- Improved business processes
- Robust HR system to manage our staff (including employee self-service)
- Integration and interfaces with other primary city systems (Attachment 13 of RFP)
- Improved and ad-hoc reporting that can be performed by users using system reporting tool
- Redesigned chart of accounts
- Workflow and electronic signatures
- More efficient use of personnel resources
- Reduction of shadow systems

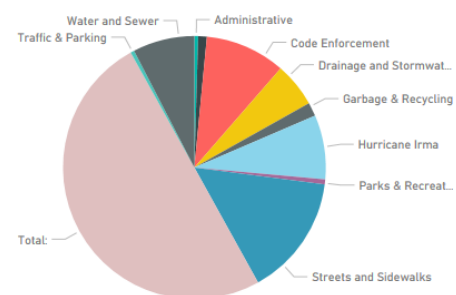


Accountability and Transparency

Total Open Requests and Total Closed Requests by Category Name



Total Open Requests by Category Name



It is the responsibility of our staff to be good stewards of taxpayer dollars

Need the new ERP system to further improve our ability to share what we do and ensure internal controls

Reduce the need to work outside the system (example - **some are tracking budget to actual in Excel**) and ease of report delivery internal and external (to public)

New system will symbolize our staff's commitment to accountability and transparency



Project Scope

PER A.1 of RFP - Overall Project Scope

The City anticipates the ERP will be used to support its accounting, purchasing, budgeting, time and attendance, human resources and payroll needs. The City plans to start the ERP implementation project planning December 2018 (immediately after contract approval).

PER A.1.1 of RFP

Process/Activity

1. General Ledger & Financial Reporting
2. Project and Grant Financial Management
3. Procure to Pay
4. Accounts Payable
5. Budgeting
6. Accounts Receivable & Collections
7. Capital Asset Financial Management
8. Human Resources
9. Payroll

City ERP Project Readiness



- City has conducted a significant amount of research over the past several years in preparation for this project
- City has engaged with GFOA to assist with pre-implementation activities
- Dedicated ERP Project Manager - 100% time commitment to project
- 13 Process Improvement Teams have been meeting weekly since the middle of February
- 60 individuals working directly on approximately 50 key processes related to the scope of this project and beyond
- OCM activities and communications are occurring frequently



Vendor Scope

- *Software*
- *Professional Services*
- *Recurring Maintenance and Support*
- *Training*



Proposal Evaluations and Scoring - Three Phases



1. **Written Proposal**

2. **Software Demonstration - The City expects to elevate up to three proposers for demonstration**
3. **Discovery - The City expects to elevate up two vendors to the Discovery sessions.**

Evaluation Criteria (A.12 RFP)

Written proposal Evaluation

- Implementation methodology and approach (35 points Max)
- Ability to meet system requirements (Attachment 10) (25 points Max)
- Firm qualifications, experience, background, references; Project team experience/knowledge (20 points Max)
- Compatibility with terms and conditions (10 points Max)
- Cost/value (10 points Max)



Software Demonstration Evaluation

- Implementation methodology and interview (30 Points Max)
- Functional and technical software demonstrations (25 points Max)
- Overall system features (20 Points Max)
- Cost/value (15 points Max)
- Qualifications, experience, background, references (10 Points Max)

Discovery Evaluation

- Implementation methodology and approach; and Project team experience/knowledge (40 Points Max)
- Cost/value (30 Points Max)
- Formal responses to request for clarification (15 Points Max)
- Software functionality (15 Points Max)



Key Dates

The dates below match those listed in the RFP, and are subject to change at the City's discretion

1. *RFP Released: Monday, April 2, 2018*
2. *Pre-Proposal Conference: 10:00am (EST) Monday, April 16, 2018*
3. *Last day to accept questions and requests for clarification on the RFP: 4:00pm (EST) Monday, April 23, 2018*
4. *Final Addendum Posting: 5:00pm (EST) Monday, April 30, 2018*
5. *Proposals Due at City: 2:30 p.m. (EST) on Monday, May 7, 2018*
6. *City evaluates and scores written proposals: Monday, June 4, 2018*
7. *Vendors selected for software demonstrations and interviews are notified: Tuesday, June 5, 2018*
8. *Vendor Demonstration Date(s): Weeks of July 16, July 23, and July 30, 2018*
9. *City evaluates and scores Vendor Demonstrations: Monday, August 6, 2018*
10. *Vendor/s selected for Discovery Selection notified: Tuesday, August 7, 2018*
11. *City/Vendor Discovery Sessions: Tuesday, September 4, and Wednesday, September 5, 2018*
12. *Award and Contracting: December 2018*



Q & A



CITY OF PORT ORANGE

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ADDENDUM NO. # 2

April 30, 2018

RFP 18-20 ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND IMPLEMENTATION SERVICES FOR THE CITY OF PORT ORANGE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 2, 2018 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. QUESTIONS AND ANSWERS

1. Can we have the call-in number for the pre-bid meeting?

Answer: Phone: (605) 468-8035

Access Code: 14703449

2. What other TECH projects does the Department anticipate completing after the ERP implementation is complete?

Answer: A Utility Billing and Community Development Solution.

3. Do any of the systems that need to integrate with the ERP system need to be replaced in the next 5 years? If so, what systems?

Answer: Yes possibly. See attachment 13, interfaces – column H where the City indicates which systems need to integrate and possibly to replace if the selected vendor has a solution for that.

4. How much is the estimated budget?

Answer: The current budgeted amount for the entire project (including backfilling positions, internal project management and data cleanup) is \$2.2 million. The city has evaluated the ERP market and expects to receive responsible cost proposals.

5. According to Section A.3.9 on page 47, the existing Work Order applications (Lucity and RTA) are not in scope and are not expected to be replaced. As a result, can it be assumed

that integrating with Lucy and RTA is an acceptable approach? If so, should vendors leave requirements rows 1054 – 1140 in Attachment 10 blank?

Answer: Yes

6. Section D.1 (Attachment 1) on page 67 is the RFP Submittal Checklist. It appears the numbering of the checklist and the narrative do not align with each other. For example, it does not appear that there are questions to answer related to Checklist Section 3, Firm and Project Team Qualifications or Checklist Section 4, References and Past Client Information; however, some of the responses to a subsection of Section 2 in the RFP could be used to address Checklist Section 4. Section 8 of the Checklist appears to be Section 6 of the RFP. Is it possible for the City to provide updated numbering so the checklist and the narrative align?

Answer:

- Please refer to the attached, correct checklist.
- The correct numbering for the sections and the checklist of the RFP are:
 - Section 1: Executive Summary and Introductory Material
 - Section 2: Scope of Services
 - Section 3: References and Past Client Information
 - Section 4: Functional Requirements
 - Section 5: Technical Specifications and Information
 - Section 6: Business Process / Software Considerations
 - Section 7: Implementation Approach, Plan and Deliverables
 - Section 8: Sample Documents
 - Section 9: Exceptions
 - Section 10: Price Proposal
 - Section 11: Additional Information

7. Is it possible to make the Attachments available in Word?

Answer: No

8. The following questions in regard to RFP #18-20:

General Terms and Conditions, Part 13 (Page 14): It states, “If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. We noticed the City omitted a separate page for bond requirements? Please confirm a Bid Bond is needed for our response?

Answer: There is no bond requirement.

9. **Proposal Format:** The following sections provide different layouts for the proposal response. Please confirm the correct one.

Page 52, A.14 Organization of the proposal

Page 67, Attachment 1 Proposal Checklist

Also, both mention that Section 3 should be “Firm and Project Team Qualifications”. Section B doesn’t include any requirements for this section. Please confirm this section is to be included and if so, what requirements are needed?

Answer: Please refer to the attached, corrected checklist. For clarification however, there is no section for “Firm and Project Team Qualifications”. The answers to these questions will be

provided by vendors within the “Scope of Services”, “References”, and “Implementation Approach, Plan, and Deliverables” sections.

10. **Page 54, B.2.2:** For each firm identified on Attachment 4 (Scope of Services) explain and complete reference information on Attachment 6 (Customer Reference Form). See section B.3 (References) for more information.” Please confirm we are supposed to complete Attachment 5 (Company Information), not Attachment 6, for each firm identified on Attachment 4 Scope of Services)?

Answer: Please complete Attachment 5 and 6 for each firm identified on Attachment 4.

11. You mentioned that you have some integrations that are optional and you are open to replacing some of those data feed systems so can we supply solutions with the new functionality with its estimate as well as if you did not replace it?

Answer: Yes, we're good with that.

12. Are you interested in replacing the community development and utility billing solution currently supported by THE NaviLine because earlier in the discussion you were interested in replacing that solution but on the RFP it seems the scope replacement for those is not so clear?

Answer: Currently we are going to deal with those two outside of this scope and possibly look at them later on but if you do have a solution please list it.

13. You mentioned a budget of 2.2 million can you help me determine the what the estimate of the internal components that comprises that 2.2 million?

Answer: At this point, we do not have a breakdown.

14. Are you leaning to more of an on-site or cloud solution?

Answer: We are open to both. We would be open to pricing from both solutions.

15. Can the City provide a copy of the RFP in a “Word” format for responses?

Answer: No

16. For Functional Requirements Attachment 10 - Requirements 1055 to 1140, can you provide the number of City Employees that would be utilizing this functionality as a “user”?

Answer: 50 estimated users and also please see the answer to #5 above which references the same subject”.

Question #	RFP Page/Section	Question
17	Per Section A.3.6	Does the City have any internal capacity/resources to support organizational change and training efforts for the project? Answer: Our internal ERP Project Manager (100% time dedicated to project) is heading up change management activities. Part of that involves 13 process improvement teams comprising approximately 50 employees who are working on processes improvements ahead of the implementation plus policies, thresholds, approvals and more.
18	Per Section A.3.6	Does the City have an internal communications department? Answer: We have a Public Information Officer who handles overall City public relations and communications. In relation to the ERP Project however, communications are the responsibility of the internal ERP Project Manager and we do not foresee that changing.
19	Per Section A.3.4, Question #4,	Does the City have a training department? Answer: Not a centralized training department no. IT does some training and HR does some in relation to their respective areas.
20	39/Overall Project Scope	Number of Ledger Accounts? Answer: Open items for current calendar and fiscal year, plus one prior year – 5,000 estimated accounts and balance (per attachment 12 – Data Conversions #16)
21	40/Overall Project Scope	Number of Revenue and Spend Categories? Answer: See line 14 of Attachment 12.
22	40/Overall Project Scope	Number of Cost Centers? Answer: None currently.
23	40/Overall Project Scope	Number of Fund Values? Answer: See line 14 of Attachment 12.
24	40/Overall Project Scope	Number of Business Units? Answer: None Currently.
25	40/Overall Project Scope	Number of Programs? Answer: See line 18 of attachment 12.
26	40/Overall Project Scope	Do you have any Regions? If yes, how many? Answer: None currently.
27	40/Overall Project Scope	How many Financial Statements for external reporting do you anticipate? Answer: 5 funds on a monthly basis to Council. Refer also to CAFR at https://www.port-orange.org/Archive.aspx?AMID=49
28	40/Overall Project Scope	Number of allocations? Answer: Question unclear.
29	40/Overall Project Scope	Number of budget structures? Answer: 5 (Fund, Dep't/Division, Activity/Sub Activity, Element, Object).
30	40/Overall Project Scope	Number of assets to be converted? Answer: Asset records approximately 8,000 (per attachment 12 – Data Conversions #15).
31	40/Overall Project Scope	Number of buyers (Procurement)? Answer: 1 Buyer, 1 Purchasing Coordinator, 1 Purchasing Manager.
32	40/Overall Project Scope	How many open purchase orders will be converted? Answer: All (Open and closed within the current and prior fiscal year). Current 737, Prior 1094 (per attachment 12 – Data Conversions #20).
33	39/Overall Project Scope	Number of supplier accounts? Answer: See line 7 of Attachment 12.

Question #	RFP Page/Section	Question
34	39/Overall Project Scope	Number of supplier contracts? Answer: See line 21 of Attachment 12.
35	39/Overall Project Scope	Number of expense items? Answer: See line 14 of Attachment 12.
36	40/Overall Project Scope	Number of bank relationships and number of bank accounts? Answer: 3 banks, 10 accounts.
37	40/Overall Project Scope	Number of customers? Answer: AR active for current calendar year 2,039 active customers of which 200 have current activity.
38	40/Overall Project Scope	Number of customer contracts? Answer: See line 10 of Attachment 12. About 25 of these customers have contracts
39	40/Overall Project Scope	Number of open customer invoices to be converted? Answer: Approximately 240
40	39/Overall Project Scope	Number of Grants? Answer: Current and past two fiscal years. 40 Grants for FY 16-18. (per attachment 12 – Data Conversions #17).
41	39/Overall Project Scope	Number of Awards? Answer: See line 21 of Attachment 12.
42	39/Overall Project Scope	Number of projects? Answer: Current, approximately 150 for 2018 (per attachment 12 – Data Conversions #18).
43	39/Overall Project Scope	Number of project tasks? Answer: Not currently captured.
44	39/Overall Project Scope	Number of project Worker roles/Talent Pools? Answer: Further clarification needed.
45	40/Overall Project Scope	Number of payroll earnings codes? Answer: 45.
46	40/Overall Project Scope	Number of payroll deduction codes? Answer: 137.
47	40/Overall Project Scope	Number of FEINS? Answer: 1.
48	40/Overall Project Scope	Number of Pay Groups? Answer: Further clarification needed.
49	40/Overall Project Scope	Number of Pay Frequencies Answer: 3 (intent it to go to 2 pay frequencies by August 2018).
50	40/Overall Project Scope	Number of Employees with Garnishments? Answer: 23.
51	40/Overall Project Scope	Number of payroll schedules? Answer: 7.
52	40/Overall Project Scope	Number of accruing time off plans? Answer: 6 .
53	40/Overall Project Scope	Number of non-accruing time-off plans? Answer: 4.

Question #	RFP Page/Section	Question
54	40/Overall Project Scope	Number of time entry codes? Answer: 27.
55	40/Overall Project Scope	Number of work schedules Answer: 5 regular schedules (may be individual variations).
56	40/Overall Project Scope	How will employees enter time? Answer: Via Executime or paper time cards.
57	40/Overall Project Scope	List your types of performance reviews? Answer: 3, 6, 9 & 12 month new hire; annual; 3 month promotional.
58	40/Overall Project Scope	Do you use goals? Answer: Yes.
59	40/Overall Project Scope	Do you store competencies on the job? Answer: No.
60	40/Overall Project Scope	Do you collect employee feedback? Answer: Yes.
61	40/Overall Project Scope	Do you perform review calibrations? Answer: No.
62	40/Overall Project Scope	Do you do succession planning? Answer: Not formally.
63	40/Overall Project Scope	Do you assess potential? Answer: Not formally.
64	40/Overall Project Scope	How many career sites to you have? Answer: 1.
65	40/Overall Project Scope	How many job posting sites do you have? Answer: 1.
66	40/Overall Project Scope	How many different types of offer letters to you have? Answer: 5.
67	40/Overall Project Scope	Do you have question in your application process? If yes, how many? Answer: 33 agency-wide questions. Each posting may have supplemental questions. This does not include gathering demographic info, education & work history.
68	40/Overall Project Scope	How many open requisitions do you have? Answer: If in relation to Finance – All (open and closed) within the current and prior fiscal year. Current 761, prior 1395) If Personnel Requisitions – 22.
69	40/Overall Project Scope	Will you want open requisitions converted? Answer: Yes.
70	40/Overall Project Scope	Please provide a list of your benefit plans and corresponding providers? Answer: See attached.
71	40/Overall Project Scope	How many benefit groups do you have? Answer: 1.
72	40/Overall Project Scope	Do you have an open enrollment period? Answer: Yes
73	40/Overall Project Scope	Do you have any grandfathered employees/plans? If yes, how many plans? Answer: Yes 1.
74	40/Overall Project Scope	Do you have benefit credits? Answer: No.

Question #	RFP Page/Section	Question
75	40/Overall Project Scope	How do you determine benefit eligibility? Answer: By position and ACA Requirements.
76	40/Overall Project Scope	Do any of your employees have multiple jobs? Answer: No.
77	40/Overall Project Scope	Please provide a list of all inbound and outbound interfaces that will be required to accommodate the modules being implemented?. Answer: (See attachment 13 – Interfaces).

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. #2

City of Port Orange



July 1, 2018 - December 31, 2019



Your Benefits Overview

Human Resources Manager: Heather Carrizales

Phone: 386.506.5561

Human Resources Administrator: Jason Keller

Phone: 386.506.5570



General Information

What is a “Copayment”?

- A copayment is a pre-determined amount you must pay out-of-pocket when seeing a service provider. It is paid directly to the provider and is due at the time services are rendered.

What is a “Deductible”?

- A deductible is a pre-determined amount that is paid by you before the insurer begins to pay.

What is “Coinsurance”?

- Coinsurance is the percentage paid by the insurer and the percentage paid by you after you have met the deductible.

What is “Precertification”?

- Certain services, such as hospitalization or outpatient surgery, may require prior authorization with your insurer to verify coverage for those services. When required, your participating physician must obtain a precertification for you prior to your treatment.

Where can I find an in-network provider?

- Directories of participating service providers may be found on your insurer’s website. If you do not have internet access, you may call member services to find an in-network provider near you.

Should I use a Convenient Care Center, an Urgent Care Center, or the Emergency Room?

- Convenient Care Centers (found in many CVS and Walgreens stores) are a great way to address the common cough, cold, and sore throat. The cost is normally the same co-payment as seeing your doctor. Urgent Care Centers are another great alternative to the Emergency Room when your doctor’s office is closed. The co-payments are normally a lot less than an Emergency Room visit.

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HELPFUL TOOLS

Member Portal

By being a Florida Health Care Plans Member, you automatically receive services that are free to you and your dependents. Below are some of these services. For more information, log on to your member portal at www.fchp.org.

- Find a Provider/Facility
- Health Care Reform Information
- Member Portal Login
- Member Wellness Programs
- Glossary of Health Coverage and Medical Terms
- Summary of Benefits Coverage
- Case Management
- Utilization Management

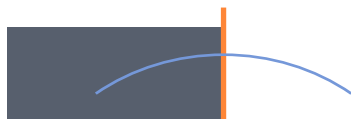
Blue 365

Blue Cross and Blue Shield of Florida offers its members a program of products and services called Blue 365, to help offset the rising costs of healthcare offering discounts on a variety of products and services. Some of these programs and discounts include:

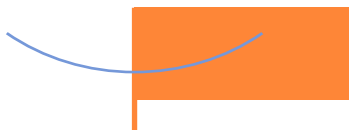
- Enhanced vision care discount program
- Weight management programs
- Family health & wellness facilities
- Fitness Centers
- Contact lens mail order service
- Hearing aid discount programs
- Alternative medicines and much more.....



by



Lower Your Out of Pocket



When you see a provider who participates in the Florida Health Care Plans Network, your expenses for covered services will be lower. Under your HDHP Plan, when you use out-of-network providers, your out-of-pocket costs for services may be higher and you could be balance billed for any charges that are over the Florida Health Care Plans Network eligible charges.

Directories of participating network providers may be found on your insurance company's website. If you do not have internet access, you may call the member services telephone number (located on the last page) to find an in-network provider near you.

Medical Insurance Coverage Options

Provided by Florida Health Care Plans

www.fhcp.com

1 (877) 615-4022

Healthcare Services	Classic HMO—T10	Balance HMO—T38	High Deductible POS—T96
Name of Network	FHCP	FHCP	FHCP
Calendar/Policy Year Deductible			
Individual	\$0	\$500	\$1,300
Family	\$0	\$1,000	\$2,600
Annual Out-of-Pocket Maximum (Includes deductible, copays, coinsurance)			
Individual	\$3,000	\$4,000	\$5,000
Family	\$6,000	\$8,000	\$5,000
Coinsurance (Coins) (Amount paid after deductible is met)			
You pay.....	15%	20%	20%
Copays			
Office Visit	\$20 Copay	\$25 Copay	20% After Deductible
Specialist	\$35 Copay	\$50 Copay	20% After Deductible
Chiropractic Care (20 Visits)	\$15 Copay	\$20 Copay	20% After Deductible
<u>Adult and Child Wellness Exams</u>	100% Covered	100% Covered	100% Covered
Hospital Services			
Inpatient Hospital Per Admission	\$200 Per Admission	20% After Deductible	20% After Deductible
Emergency Room	\$100 Copay	\$350 Copay	20% After Deductible
Urgent Care	\$60 Copay	\$100 Copay	20% After Deductible
Prescription Drugs			
<u>Prescription Drugs</u>			
Retail (30 day supply):			
Tier # 1	\$3 Copay	\$3 Copay	\$3 Copay After Deductible
Tier # 2	\$10 Copay	\$10 Copay	\$10 Copay after Deductible
Tier # 3	\$30 Copay	\$30 Copay	\$30 Copay After Deductible
Tier # 4	\$55 Copay	\$55 Copay	\$55 Copay After Deductible
Tier # 5	\$125 Copay	\$125 Copay	\$125 Copay After Deductible
Non-Network			
Calendar Year Deductible Ind./(Fam.)	N/A	N/A	\$2,600 (10,000 Family)
Coinsurance	N/A	N/A	40%
Out of Pocket Max Ind./(Family)	N/A	N/A	\$5,200 (\$10,000 Family)

Who is covered	Classic HMO T-10 Cost 48 Pay	Classic HMO T-10 Cost 24 Pay	Balance HMO T-38 Cost 48 Pay	Balance HMO T-28 Cost 24 Pay	High Deductible T-96 Cost 48 Pay	High Deductible T-96 Cost 24 Pay
You Only	\$31.17	\$62.33	\$0.00	\$0.00	\$0.00	\$0.00
Couple (Child/Spouse)	\$164.78	\$329.55	\$109.74	\$219.48	\$90.31	\$180.61
You + Family	\$234.55	\$469.09	\$167.04	\$334.08	\$137.46	\$274.93

This Benefits-At-A-Glance booklet is designed to provide basic information to employees on benefit plans and programs available July 01, 2017– June 30, 2018. It does not detail all of the provisions, restrictions and exclusions of the various benefit programs documented in the carrier contract or the Summary Plan Description (SPD). This booklet does not constitute an SPD or Plan Document as defined by the Employee Retirement Income Security Act (ERISA).

Dental Coverage - PPO

Provided by MetLife

www.metlife.com

1 (800) 438-6388

Below are your PPO dental plans which give you freedom to use in-network or out-of-network dentists. Since network providers offer reduced contracted rates, you save money by using network providers for all your dental needs. All benefits received from out-of-network dentists are subject to “reasonable and customary” fees. Any amount that exceeds the dental carrier’s “reasonable and customary” amounts is the patient’s responsibility.

You can access the dental provider’s network and find a dentist near you at www.metlife.com.

Dental Services	In-Network	Out-of-Network
Annual Maximum Benefit	\$2,500	\$1,500
Calendar Year Deductible:		
Individual	\$25	\$25
Family	\$75	\$75
PREVENTATIVE PROCEDURES:	Deductible Waived	
Routine Exams - 2 per calendar year	Plan pays 100%	Plan pays 100%*
Teeth Cleaning - 2 per calendar year		
Bitewing X-rays - 2 per calendar year		
Full Mouth X-rays - 1 per 3 calendar years		
Fluoride Treatments (under 14) - 1 in 12 months		
BASIC PROCEDURES:	Deductible Applies	
Periodontal Scaling –1/quadrant per 24 months	Plan pays 100%	Plan pays 90%*
Root Canal Therapy –Consult Summary of Benefits		
MAJOR PROCEDURES:	Deductible Applies	
Crowns - 1 per tooth per 5 calendar years	Plan pays 50%	Plan pays 50%*
Fixed Bridges and Repairs –1 in 5 years		
Full & Partial Dentures and Repairs –1 in 5 years		
Periodontal Surgery –1quadrant per 3 years		
Implants –1 tooth per 5 years		
Orthodontic Procedures:	Deductible Waived	
Lifetime maximum	50% up to \$1,000	
* Dependent Children to age 26		

* Percent of allowed charges

Who is covered	Dental Plan Cost 48 Pay	Dental Plan Cost 24 Pay
You Only	\$0.00	\$0.00
You + Family	\$13.27	\$26.54

Vision Coverage

Provided by MetLife

www.metlife.com

1 (855) 638-3931



This plan covers eye exams, prescription lenses and frames, or contact lenses for you and your dependents when you receive services from in-network or out-of-network providers. As you can see from the table below, staying in-network cuts costs down and gives you more of a benefit.

To find a participating provider log on to www.metlife.com

Who is covered	Vision Plan Cost 48 Pay	Vision Plan Cost 24 Pay
You Only	\$1.57	\$3.13
You + 1 Dependent	\$2.27	\$4.54
You + Family	\$4.07	\$8.14

*Contacts and eyeglasses cannot be purchased in the same year

Vision Services	In-Network	Out-of-Network
Eye Exams	12 months	12 Months
Frequency	\$10 Copay	Up to \$45 Allowance
BASIC LENSES	\$25 Eyeware Copay	
Frequency	12 Months	12 Months
Single vision	\$25 Copay	Up to \$30 Allowance
Bifocal vision	\$25 Copay	Up to \$50 Allowance
Trifocal vision	\$25 Copay	Up to \$65 Allowance
FRAMES	\$25 Eyeware Copay	
Frequency*	24 Months	24 Months
Benefit	\$130 Allowance Plus 20% off over \$130 Costco: \$70 Allowance	Up to \$70 Allowance
CONTACTS	Maximum Copay of \$60 (Fitting and Evaluation)	
Frequency*	12 Months	12 Months
Benefit	\$130 Allowance	\$105 Allowance

Life Coverage Provided by MetLife

Life Insurance protects your family or other beneficiaries in the event of your death. The death benefits help replace the income you would have provided and can help meet important financial needs. It can help pay your rent, mortgage, run your household, send your children to college, pay off debts, etc. City of Port Orange provides eligible employees to enroll in Life Insurance with MetLife free of cost.

The following are attached to this group term life insurance policy:

- Waiver of premium
- Accelerated life benefit
- Conversion

To find more information about the attachments above, refer to your MetLife Certificate of Benefits.

Additional Information

- Age Reduction Scale:

=> 50% of original amount at age
70

Updating A Beneficiary

Contact Human Resources for information on how to update your beneficiary for ICMA, Pension, or Life Insurance Benefits.
386-506-5560

Summary of Life Insurance

By being a full time employee of the City of Port Orange you qualify for 100% employer sponsored Life Insurance benefit. A summary of your life insurance coverage is listed in the table below, if you should have questions on this policy, see your City of Port Orange Certificate of Benefits.

Summary of Insurance	Class 1
Eligible Parties	All Benefit Eligible Employees
Life Insurance	1x Annual Salary
AD&D	1x Annual Salary

****This does not apply to any employee other than the average annual full-time equivalent enrollment excluding: Dept. Heads, City Council, Mayor, Vice Mayor, City Manager, and City Attorney. Please contact Human Resources for more information regarding these positions at 386-506-5561.**

HEALTH SAVINGS ACCOUNT

Qualifying High-Deductible Health Insurance Plan



Provides health care benefits after the deductible has been met.



Health Savings Account

A health savings account (HSA) combines high deductible health insurance with a tax-favored savings account. Money in the savings account can help pay the costs of qualified medical expenses not covered by medical insurance for you and your dependents. Money left in the savings account earns interest and is yours to keep.

- **EMPLOYEE OWNED ACCOUNT**
- Pre-tax contributions
- **The City of Port Orange will contribute \$1,218 Annually to a Health Savings Account for each employee who enrolls in the High Deductible Health Plan.**
- Pay for any qualified medical expenses. (See IRS Publication 502 for a list of qualified medical expenses).
- Maximum annual contribution including company provided funds:
 - ⇒ Employee only coverage: \$3,450
 - ⇒ Family coverage: \$6,850
 - ⇒ Age 55 or older – additional election of \$1,000

To be HSA-eligible an individual must:

- ◆ Be covered by an High Deductible Health Plan
- ◆ Not be covered by other health coverage that is not an HDHP (with certain exceptions);
- ◆ Not be enrolled in Medicare; and
- ◆ Not be eligible to be claimed as a dependent on another person's tax return.

Why might an HSA be the right choice for you?

- ◆ It **saves you money**. For individuals with few regular health expenses, paying a traditional health plan premium can feel like throwing money out the window. HDHPs come with much lower premiums than traditional health plans, meaning less money is deducted from your paychecks. Plus, HSAs are basically “cash” accounts, so you may be able to negotiate pricing on many medical services.
- ◆ It's **portable**. Even if you change jobs, you get to keep your HSA.
- ◆ It's a **tax saver**. Contributions to your HSA are made with pre-tax dollars. Since your taxable income is decreased by your contributions, you pay less in taxes.
- ◆ It allows for an **improved retirement account**. Funds roll over at the end of each year and accumulate tax-free, as does the interest on the account. Also, once you reach the age of 55, you are allowed to make additional “catch-up” contributions to your HSA until age 65.
- ◆ It puts **money in your pocket**. You never lose unused HSA funds. They always roll over to the next year.

FLEXIBLE SPENDING ACCOUNT

Connect Your Care

Health Care Flexible Spending Accounts provide a way for you to set money aside on a pre-tax basis to help pay for items not covered by health plans. With the medical FSA you will receive a debit card loaded with your annual contribution amount that you may use for medical expenses incurred by you, your spouse, or your dependent (s). These items include:

- Your copay for doctors visits, prescription drugs, etc.
- Your coinsurance (the portion you are responsible for after the deductible and insurance paid portion).
- Your deductibles for medical and dental care.
- Over the counter medication. Note: over the counter medications are not eligible for reimbursement unless you have a prescription from your physician.
- Your out of pocket costs for glasses or contacts.
- Your out of pocket costs for dental care not covered by the plan.

Employees may contribute up to \$2,650 during the 2018-2019 Plan year to cover these expenses. You should be conservative when estimating your contributions to the FSA plan, as IRS regulations require that all contributions be used during the plan year or lost. A complete list of eligible FSA Health Care Expenses is available at <http://www.irs.gov>.

Dependent Care Flexible Spending Account

Dependent Care Flexible Spending Accounts work like Health Care FSA's— except for the money put away pre-tax is not available until you have contributed the amount you are going to be reimbursed. This account is used for qualified child care expenses, instead of health care expenses. Eligible expenses include full time child-care, summer programs, before and after school programs and more. Employees may contribute up to \$5,000 during the 2017-2018 Plan year to a Dependent FSA. A complete list of Dependent Care FSA expenses is available at <http://www.irs.gov>. You can save approximately 25% of each dollar spent on these expenses when you participate in the FSA. The following chart lists some of the items eligible and will help you calculate your expenses:

Healthcare Spending Account Expense Estimator

Medical		Dental		Vision		Dependent Care	
Deductibles	\$	Routine Exams	\$	Routine Exam	\$	Children	\$
Copays	\$	Fillings/Crowns	\$	Lenses/Frames	\$	Adults	\$
Prescriptions	\$	Orthodontics	\$	Contacts	\$		
Other	\$	Other	\$	Eye Surgery	\$		
Total	\$	Total	\$	Total	\$	Total	\$

FLEXIBLE SPENDING ACCOUNT VS. HEALTH SAVINGS ACCOUNT

Flexible Spending Account		Health Savings Account	
Eligibility to Contribute			
Eligibility is set by your employer. If you have a high-deductible health insurance plan, you may only contribute to “limited purpose” FSA used for dental, vision, and other non-medical expenses		You are eligible if you have a high-deductible health insurance plan that meet IRS definitions. Deductible needs to be at least \$1,300 Individual, \$2,600 Family. Also out-of-pocket maximum cannot exceed \$6,550 individual and \$13,100 for Family.	
Annual Contribution Dollar Limits			
The IRS has set the annual contribution limit at \$2,600. Your employer may set a lower limit.		The IRS has set the annual contribution limit at \$3,450 for Individual Coverage and \$6,850 for Family and an additional \$1,000 annual catch up contribution may be made for those over the age of 55.	
Account Ownership			
Your FSA account is set and own by your employer.		The HSA account is a bank account owned by you, regardless of where you work.	
Access to Your Money			
You have access to your entire annual election amount any time during the year, even if you have not had all of the money deducted yet from your check (front loaded).		You only have access to what has been deposited into your HSA account to date. If you have a big claim and do not have enough in your HAS to cover it, you will need to pay out of pocket and reimburse yourself later as more funds are deposited.	
Use it or Lose it			
Yes, Employers have three options if money is not spent at the end of the year. (1) the money you did not spend is forfeited back to your company. (2) Allow up to \$500 to rollover to following year. (3) Maximum grace period of two-and-a-half months after year ends to use leftover funds. Note: if money is used and you leave company before year is over the excess money does not have to be returned to employer.		No, any unused funds in your HSA at the end of the plan year are yours to keep, and stay in your account indefinitely until you spend them or can be withdrawn at age 65 without penalty.	
Option to Change Contributions			
May only change your election amount if you experience certain qualifying life events such as marriage, divorce, birth of a child, adoption, etc.. Otherwise you are “locked in” until next open enrollment		You can change your election amount on a monthly basis, as long as it does not exceed IRS limits, and the amount is in proportion to the number of months you were covered under a high-deductible health plan.	
Verification			
Your employer or FSA Provider may ask you to prove the money spent was eligible, by submitting copy of receipt.		Your employer or HSA provider does not “police” the account, but it is important that you keep receipts and documentation for your records. You are subject to IRS audit.	

Aflac - Benefits

□ Aflac Coverage –

Your employer offers Aflac – a plan that **pays you cash in the case of an injury or illness.**

Keep your policies as yours...Always! Aflac belongs to you!

Accident Plan

- \$60 wellness screening benefit every year!
- Benefits for ER, doctor or walk in treatment centers for injuries
- Follow-up, physical therapy, hospitalization and more
- Supplements and pays regardless of any other insurance programs!

Hospital Plan

- Hospital admission benefits to help with out of pocket expenses
- Doctor visits for accident, illness or wellness
- Diagnostic imaging
- Surgical (in-patient or out-patient) and daily hospital benefits also available

Cancer Plan/Critical Illness

- Initial diagnosis benefit
- Chemotherapy and radiation benefits
- Surgical and hospital benefits
- Travel and lodging and many more benefits
- Wellness benefit available for all covered persons

Disability Plan

This plan covers lost time from work due to an accident or an illness. Replacement of your wages in the case of an expected or unexpected medical scenario can be a family financial safety net.

Our Aflac Contact: Jennie Hawkins, 386-547-3265 3930 S Nova Road, Suite 201, Port Orange, FL 32127

jennie_hawkins@us.aflac.com



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

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

ITB NUMBER: RFP #18-20
ITB TITLE: Enterprise Resource Planning (ERP) Software and Implementation Services for the City Of Port Orange
OPENING DATE/TIME: May 14, 2018 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Cherrywood Technologies Inc.	Collaborative Solutions LLC.	Ciber Global LLC.	Metaformers Inc.
1	Attachment 2 Signature Page	YES	YES	YES	YES
2	Attachment 3 Addendum Acknowledgement Form	YES	YES	YES	YES
3	B.1.4 Drug-Free Preference Statement Form	YES	YES	YES	YES
4	B.1.5 Sworn Statement on Public Entity Crimes Form	YES	YES	YES	YES
5	B.1.6 Anti Collusion Form	YES	YES	YES	YES
6	B.1.7 Local Preference Form	YES	YES	NA	NA
7	Section 2 Scope of Services	YES	YES	YES	YES
8	Section 3 References and Past Client Information	YES	YES	YES	YES
9	Section 4 Functional Requirements	YES	YES	YES	YES
10	Section 5 Tech Req.and Information Requests	YES	YES	YES	YES
11	Section 6 Business Process / Software Considerations	YES	YES	YES	YES
12	Section 7 Implementation Approach, Plan & Deliv.	YES	YES	YES	YES
13	Section 8 Sample Documents	YES	YES	YES	YES
14	Section 9 Exceptions	YES	YES	YES	YES
15	Section 10 Pricing	YES	YES	YES	YES
16	Section 11 Additional Information	YES	YES	YES	YES
1 Original, 1 Digital Copy		YES	YES	YES	YES
Deemed Responsive?		YES	YES	YES	YES

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



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ITB NUMBER: RFP #18-20
ITB TITLE: Enterprise Resource Planning (ERP) Software and Implementation Services for the City Of Port Orange
OPENING DATE/TIME: May 14, 2018 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		On Actuate Consulting Inc.	Sierra -Cedar Inc.	Trinity Corporation	Tyler Technologies Inc.
1	Attachment 2 Signature Page	YES	YES	YES	YES
2	Attachment 3 Addendum Acknowledgement Form	YES	YES	YES	YES
3	B.1.4 Drug-Free Preference Statement Form	YES	YES	YES	YES
4	B.1.5 Sworn Statement on Public Entity Crimes Form	YES	YES	YES	YES
5	B.1.6 Anti Collusion Form	YES	YES	YES	YES
6	B.1.7 Local Preference Form	NA	NA	NA	NA
7	Section 2 Scope of Services	YES	YES	YES	YES
8	Section 3 References and Past Client Information	YES	YES	YES	YES
9	Section 4 Functional Requirements	YES	YES	YES	YES
10	Section 5 Tech Req.and Information Requests	YES	YES	YES	YES
11	Section 6 Business Process / Software Considerations	YES	YES	YES	YES
12	Section 7 Implementation Approach, Plan & Deliv.	YES	YES	YES	YES
13	Section 8 Sample Documents	YES	YES	YES	YES
14	Section 9 Exceptions	YES	YES	YES	YES
15	Section 10 Pricing	YES	YES	YES	YES
16	Section 11 Additional Information	YES	YES	YES	YES
1 Original, 1 Digital Copy		YES	YES	YES	YES
Deemed Responsive?		YES	YES	YES	YES

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management (Replaces Naviline)

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits (Replaces PlanSource and Naviline)

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US (Replaces Naviline)

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Time Tracking (Replaces Executime, Timeclocks & Naviline)

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects (New Functionality)

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Learning (New Functionality)

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Media Cloud (Storage for items in “Learning” above)

Workday Media Cloud is a media content management system that consists of Workday’s storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

Expenses (Replaces Naviline and Paper Process)

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Procurement (Replaces Naviline & Civic Clerk [for tracking contract process])

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory (Replaces Naviline & Spreadsheets)

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Core Financials (Replaces Naviline)

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management (New Functionality)

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Recruiting (Replaces NeoGov and WorkBright)

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.