REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 19, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation - Rev. William Beebe
3. Roll Call

B. PUBLIC HEARING

4. Code Changes from Purchasing
   a. Second Reading - Ordinance No. 2015-16 - Amending City Code Section 2-262 - Purchase and sales procedures and Establishing Section 2-275, Local Preference
   b. Second Reading - Ordinance No. 2015-17 - Amending City Code Section 2-265 - Waiver of Irregularities
   c. Second Reading - Ordinance No. 2015-19 - Amending City Code Section 2-271 - Emergency Purchases
5. First Reading - Ordinance No. 2015-11 – Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Palmetto Pointe Marketplace PCD, southeast corner, Clyde Morris Blvd. and Madeline Ave. **(Continued from April 7, 2015)**
6. Final Plat & Plans, Subdivision Variance, Amendment to the Concurrency Fair-Share Agreement and Release of Easement for Hawks Preserve at Port Orange Plantation - Ph I
   Case No. 14-50000006

7. Final Plat & Plans, Subdivision Variance, and Amendment to Concurrency Fair-Share Agreement and Release of Easements for Hawks Preserve at Port Orange Plantation - Ph II
   Case No. 14-50000007

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Citizen Advisory Committee for TPO
9. Environmental Advisory Board Appointment

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

10. Atlantic High School Student Government Day 2015 certificates.
11. The 2015 Youth Achievement Award winner - Valentina Catinella
12. Civility Month Proclamation
13. Second Annual Get Fit Port Orange Health & Fitness Challenge Recognition

F. CITIZEN PARTICIPATION (Agenda)

14. Vivian Verdi - Water bill issue

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

H. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

I. TABLED ITEMS

16. First Reading - Ordinance No. 2015-18 - Amending City Code Section 2-267 - Waiver of Bidding Requirements **(Tabled on May 5, 2015)**

J. CONSENT AGENDA

17. Approval of Minutes
    a. April 28, 2015 - Council Workshop
    b. May 5, 2015 - Regular City Council Meeting
18. Resolution No. 15-21 - Listing Agent Utility Deposits
19. Resolution No. 15-26 - Request to Vacate Right-of-Way - Chamberlin Boulevard, East of Finley Drive
20. Resolution No. 15-28 - LAP Agreement for design of the McDonald Road Sidewalk.

21. Resolution No. 15-30 - Easement Vacation - Lot 1, Block 24, Dunlawton Subdivision; 1040 Herbert Street
22. Memorandum of Understanding - Methamphetamine Clandestine Drug Laboratory Wastes Central Storage Program
23. Right-of-way License Agreement – Lot 5, Sunrise Oaks PUD, Phase I; 3733 Sunrise Oaks Drive
24. Change Order No 2 and Final Payment to Masci Corporation for South Atlantic/Ridgewood Avenue Water Main Adjustments
25. Updated Phasing Agreement for United Methodist Church of Port Orange, 305 Dunlawton Avenue.
26. Reports
    a. April 2015 Project Manager's Report
    b. Stormwater Maintenance Progress
    c. Crime Report
    d. 2015 Citizen Survey Report

K. REGULAR AGENDA

27. Co-Sponsorship/Club Exchange Agreements Policy
28. Discussion on Palmer College Lease Agreement
29. Halifax Paving Lake Excavation Contract - Progress Report Update
30. First Reading - Ordinance No. 2015-7 - Amending Fire and Rescue Pension Fund
31. First Reading - Ordinance No. 2015-20 - Amending Police Pension Fund for Internal Revenue Code Compliance
32. First Reading - Ordinance No. 2015-21 - Amending City Code Section 18-230(5) to allow wrecker storage business within a seven-mile instead of five-mile radius of the City
33. First Reading - Ordinance No. 2015-22 - Amending Sex Offender Residency Restriction
34. First Reading - Ordinance No. 2015-23 - Amending Chapter 2, Sections 2-295 and 2-296, of the City Code relating to the capital budget
35. City Attorney's Performance Review

L. COMMENTS

36. City Attorney Comments
37. Interim City Manager Comments

M. COUNCIL COMMITTEE REPORTS

38. City Council Committee Reports

a. Library Advisory - Meeting held 5/7/15
b. Volusia League of Cities
c. ArtHaus
d. Port Orange/South Daytona Chamber of Commerce
e. Roundtable of Volusia County Elected Officials

N. ADJOURNMENT

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

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-16 - Amending City Code Section 2-262 - Purchase and sales procedures and Establishing Section 2-275, Local Preference

DEPARTMENT: Finance

RECOMMENDED MOTION: Move approval on first reading of Ordinance No. 2015-16, revising in City Code Section 2-262 - Purchase and sales procedures and establishing a new Section 2-275 - Local Purchasing Preference.

SUMMARY: At the City Council workshop on March 31, 2015, a discussion was held on purchasing process improvement strategies which have been implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for administering the spending limit of $25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-16, amending Section 2-262 of the City of Port Orange Code of Ordinances, Purchase and Sales Procedure to delete the paragraph regarding local preference. Instead a new Section 2-275 is established setting forth criteria and procedures for granting local preference in the purchasing of goods and services for the City.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-16	Ord. No. 2015-16.doc

Fenwick, Robin Created/Initiated - 05/08/2015

ORDINANCE NO. 2015-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING LOCAL PURCHASING PREFERENCE; AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-275 REGARDING LOCAL PURCHASING PREFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses and employees located within the City of Port Orange; and

WHEREAS, the city council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy; and

WHEREAS, the city council has determined that it is in the best interest of the city to give a preference to local businesses; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2, Section 2-262 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION
ARTICLE VI. - FINANCE
DIVISION 2. – PURCHASE AND SALE PROCEDURE
Sec. 2-262. - Purchase and sales procedures.

(a) – (c) [*Remain Unchanged*]

~~(d) In the purchase of, or contract for, personal property or contractual services, the city council may give a preference in an amount not to exceed three percent of~~

~~the bid price to local persons; provided, however, that this section in no way prohibits the right of the city council to compare quality of materials proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons submitting bids. Local persons shall be defined as those whose principal place of business is located within the municipal boundaries of the city for a minimum period of one year.~~

(~~e~~d) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds $25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.

(~~f~~e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is $25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-275 to read as follows:

Chapter 2 – ADMINISTRATION
ARTICLE VI. - FINANCE
DIVISION 2. – PURCHASE AND SALE PROCEDURE
Sec. 2-275. – Local Purchasing Preference.

(a) *Purpose*. The city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The city council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city council has determined that it is in the best interest of the city

to give a preference to local businesses consistent with the process set forth in this section.

(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:

(1) *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.

(2) *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.

(3) *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.

(4) *Local business* means a Port Orange Business, Volusia County Business, or Florida Business as defined herein.

(5) *Principal place of business* means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.

(c) *Local preference process*. 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:

(1) *Competitive bids*.

(a) *Port Orange Business*. In any competitive bidding process where a bid submitted by a Port Orange Business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port Orange Business, then the Port Orange Business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of

the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

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

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

(d) *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.

(2) *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:

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

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

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

(d) *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.

(d) *Misrepresentation prohibited; penalty*. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one (1) year.

(e) *Local preference not required.* This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.

SECTION 2: CONFLICTING ORDINANCES.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION
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 4: SEVERABILITY.
If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Assistant City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-17 - Amending City Code Section 2-265 - Waiver of Irregularities

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-17, revising language in City Code Section 2-265 - Waiver of Irregularities.

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented and proposed revisions to our existing purchasing code, namely 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for spending limit of $25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-17 - amending City Code Section 2-265, Waiver of Irregularities. Allowing the City Manager to waive minor irregularities will enable the Purchasing staff to proceed with including the bid in the bid tabulation and making an award recommendation. Any waiver granted will be reported to the City Council when the award recommendation is presented to Council for approval.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-17	Ord. No. 2015-17.pdf

Fenwick, Robin Created/Initiated - 05/08/2015

ORDINANCE NO. 2015-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-265, RELATING TO WAIVER OF IRREGULARITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-265 of the Code of Ordinances, to read as follows:

Chapter 2 - ADMINISTRATION
Section 2-265: - Waiver of Irregularities.

The city council ~~shall have~~ grants the City Manager, the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to council.

SECTION 2: CONFLICTING ORDINANCES.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY.
If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-19 - Amending City Code Section 2-271 - Emergency Purchases

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-19, revising language in City Code Section 2-271 - Emergency Purchases

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for spending limit of $25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-19 amending City Code Section 2-271 - Emergency Purchases. This ordinance is intended to clarify the procedure for emergency purchases and requires that any such purchase exceeding $25,000 must be reported to the City Council at the next Council meeting

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-19	Ord. No. 2015-19.pdf

Fenwick, Robin Created/Initiated - 05/08/2015

ORDINANCE NO. 2015-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-271, RELATING TO EMERGENCY PURCHASES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-271 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION
Section 2-271: - Emergency purchases.

Situations may arise whereby an exception to the City's policies and procedures may be required. Emergency purchases represent one of the potential situations. Emergency is defined as an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to Customers. Routine repairs and planned refurbishment do not constitute emergencies. Therefore, the City may dispense with requirements for competitive solicitations and the City Manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency. Emergency acquisitions of non-real property, goods or services where the expenditure by the City is estimated to exceed $25,000.00 shall be subject to ratification by the City Council at the next regularly scheduled meeting or as soon as practicable. The requesting department shall state the reason for the emergency purchase, and what caused the emergency situation, including a statement of financial or operational damage or risk that will occur if needs are not satisfied immediately. Once a determination has been made, the City may procure commodities or contractual services needed. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be documented with the purchase request, unless the City determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City.

~~(a) In case of any apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the department head is authorized to secure by open market procedure as herein set forth, at the lowest obtainable price, any such supplies, equipment or contractual services. The department heads are hereby given the authority to act in the case of any emergency that might affect the public health, safety and welfare. Such action shall be reported in writing to the purchasing agent at the beginning of the following workday, and such report shall be presented to the city manager.~~

~~(b) "Emergency" is defined as an incident or accident or equipment breakdown which jeopardizes public health, welfare and safety. During working hours a verbal authorization by the city manager or finance director is required without a purchase order being required. If an emergency occurs during nonworking hours or on weekends, the appropriate department head or his designee is authorized to correct the problem. Proper paperwork must follow within one working day. "Emergency" is further defined as a situation where probable legal problems and/or adverse financial consequences could result and sufficient time is not available to follow the bid requirements of this article. In a situation such as this, the city manager is granted authority to correct the problem even if the price exceeds $25,000.00. Unless sole source, at least three telephone bids are required and an immediate written report must be made to the city council if the price exceeds $25,000.00. Where possible, council approval must be received prior to authorization.~~

SECTION 2: CONFLICTING ORDINANCES.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY.
If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-11 – Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Palmetto Pointe Marketplace PCD, southeast corner, Clyde Morris Blvd. and Madeline Ave. **(Continued from April 7, 2015)**

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-11 to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approve the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (2/26/15):

-Recommended Approval (7-0) to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD).
-Recommended Approval (4-3) of the Master Development Agreement and Conceptual Development Plan including two variances for off-site signage.

The applicant is requesting to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approval of the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Clyde Morris Blvd., south of Madeline Ave. The staff report is attached for more information.

If approved, the Palmetto Pointe Marketplace MDA and CDP will provide the regulatory framework for subdivision of the subject property into 6 commercial lots along with associated infrastructure and stormwater improvements. The applicant intends to develop a +/- 42,000 square-foot grocery store along with a +/- 9,600 square-foot multi-tenant commercial building on Lots 1 and 2. There are also four outparcel lots proposed along Clyde Morris Boulevard but there are no proposed uses for Lots 3, 4, 5, and 6 at this time.

Update: May 7, 2015

On April 7, the applicant requested this item be continued to the May 19 City Council meeting. The applicant was concerned the brush fire on the site might have prevented some residents from attending the Council meeting. The continuance also provided the development team time to determine if any Master Development Agreement (MDA) or Conceptual Development Plan (CDP) modifications would be needed to address trees lost in the fire that were proposed to be part of the required landscape buffers and tree

coverage area.

Prior to the fire, the applicant intended to use a combination of existing trees and new shrubs and trees to comply with landscape buffer and tree coverage requirements. However, due to the fire damage to existing trees, the applicant will not be able to count the burned trees toward the landscape buffers and tree coverage requirements. To meet the requirements of the LDC, the applicant is revising the site plan by adding the required number of new shade and understory trees and an upsized viburnum hedge that is expected to be 6' tall within two years of planting. The proposed MDA states the development will comply with Land Development Code landscape buffer and preservation area requirements and the applicant has not requested any deviations from code requirements.

The LDC requires a minimum of one tree for every 2,500 square feet or 308 trees for this development (17.7 acres * 43,560 SF/2,500SF). The applicant was initially going to use 37 existing trees, located throughout the site, toward the required 308 trees. As a result of the fire, the site plan is being modified to indicate 308 new trees will be planted unless staff determines any of the existing impacted trees are still healthy.

The 2.28-acre wetland tract located between the proposed grocery store and Bruner Road will remain and will be placed in a wetland/tree conservation easement. The easement will prohibit the removal or disturbance of any vegetation in the tract without approval of the City. According to the applicant, the fire did not disrupt how the wetland functions and the vegetation in the wetland will be allowed to regenerate. %

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2015-11	Ordinance No. 2015-11.pdf
2.	Staff Report	Staff Report.pdf

Fenwick, Robin	Created/Initiated - 04/08/2015
Clark, Wayne	Approved - 05/07/2015
Harden, David	Final Approval - 05/11/2015

ORDINANCE NO. 2015-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY 17.7 ACRES LOCATED AT THE SOUTHEAST CORNER OF CLYDE MORRIS BOULEVARD AND MADELINE AVENUE FROM PUD (PLANNED UNIT DEVELOPMENT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE PALMETTO POINTE MARKETPLACE PCD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately 17.7 acres located at the southeast corner of Clyde Morris Boulevard and Madeline Avenue from PUD (Planned Unit Development) to PCD (Planned Commercial Development); and

WHEREAS, the City and Developer desire to enter into a Master Development Agreement for Palmetto Pointe Marketplace PCD; and

WHEREAS, the developer submitted a request to the Planning Commission to approve a Master Development Agreement for Palmetto Pointe Marketplace PCD; 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 Master Development Agreement (MDA) and Conceptual Development Plan (CDP) subject to resolution of outstanding staff comments; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Unit Development (PUD) to PCD (Planned Commercial Development).

Section 2. The property rezoned consists of approximately 17.7 acres located at the southeast corner of Clyde Morris Boulevard and Madeline Avenue more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 4. The City Council of the City of Port Orange does hereby approve the Palmetto Pointe Marketplace Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 5. The Mayor and City Manager are hereby authorized to execute said Master Development Agreement for Palmetto Pointe Marketplace on behalf of the City of Port Orange.

Section 6. 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 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 8. This ordinance shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Assistant City Attorney

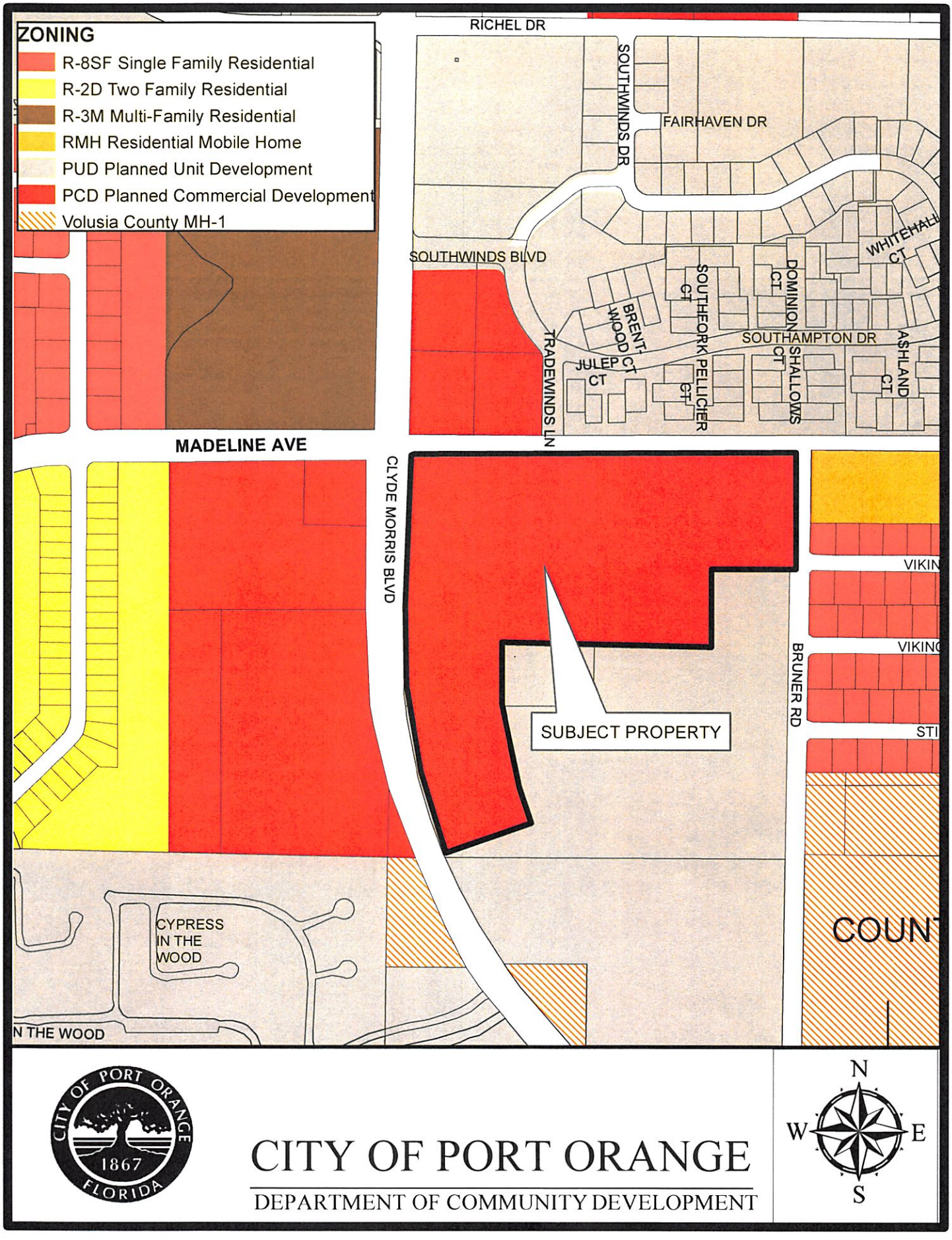
Exhibit "1"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN S00°15'37"W ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2620.11 FEET; THENCE RUN S89°15'33"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A DISTANCE OF 1322.84 FEET; THENCE RUN S00°17'28"W, A DISTANCE OF 67.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MADELINE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE S00°17'28"W ALONG THE WEST RIGHT OF WAY LINE OF BRUNER ROAD, A DISTANCE OF 324.62 FEET; THENCE RUN S89°47'55"W, A DISTANCE OF 246.60 FEET; THENCE RUN S00°12'05"E, A DISTANCE OF 253.42 FEET; THENCE RUN S89°42'37"W, A DISTANCE OF 668.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 44.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°11'39", AN ARC DISTANCE OF 72.38 FEET, HAVING A CHORD BEARING OF S43°06'47"W AND A CHORD DISTANCE OF 64.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1575.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°34'31", AN ARC DISTANCE OF 345.82 FEET, HAVING A CHORD BEARING OF S09°46'18"E AND A CHORD DISTANCE OF 345.12 FEET; THENCE RUN S75°05'45"W, A DISTANCE OF 283.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1859.36 FEET; THENCE FROM A RADIAL BEARING OF N74°07'01"E, RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'44", AN ARC DISTANCE OF 532.61 FEET, HAVING A CHORD BEARING OF N07°40'37"W AND A CHORD DISTANCE OF 530.79 FEET; THENCE CONTINUE N00°25'03"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 476.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°50'30", AN ARC DISTANCE OF 38.76 FEET, HAVING A CHORD BEARING OF N44°50'18"E AND A CHORD DISTANCE OF 35.00 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE; THENCE RUN N89°15'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A DISTANCE OF 1218.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.724 ACRES, MORE OR LESS.

Exhibit "2"


ZONING
R-8SF Single Family Residential
R-2D Two Family Residential
R-3M Multi-Family Residential
RMH Residential Mobile Home
PUD Planned Unit Development
PCD Planned Commercial Development
Volusia County MH-1
RICHEL DR
SOUTHWINDS DR
FAIRHAVEN DR
SOUTHWINDS BLVD
WHITEHALL CT
DOMINION CT
SOUTHFORK CT
BRENT-WOOD CT
SOUTHAMPTON DR
ASHLAND CT
JULEP CT
PELLICIER CT
SHALLOWS CT
TRADEWINDS LN
MADELINE AVE
CLYDE MORRIS BLVD
SUBJECT PROPERTY
BRUNER RD
CYPRESS IN THE WOOD
N THE WOOD
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
N
W
E
S

MASTER DEVELOPMENT AGREEMENT
PALMETTO POINTE MARKETPLACE PLANNED COMMERCIAL DEVELOPMENT

THIS PALMETTO POINTE MARKETPLACE PLANNED COMMERCIAL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Palmetto Pointe LLP, a Florida Limited Liability Company, having a mailing address of 101 SE 2nd Place, Ste. 202, Gainesville, FL 32601 (hereinafter "Owner"); and GDC Port Orange, LLC, a Florida limited liability company (as successor-in-interest to Gatlin Development Co., Inc., a California corporation), having a mailing address of 888 E. Las Olas Blvd., Ste. 600, Ft. Lauderdale, FL 33301 (hereinafter "Contract Purchaser"). Parties hereby agree and covenant and bind their successors and assigns as follows:

1. **THE PROPERTY:**
The property that is subject to this Master Development Agreement (hereinafter "Agreement") consists of approximately 17.724 acres of real property located in the SE quadrant of the intersection of Clyde Morris Boulevard and Madeline Avenue, within the municipal limits of the City of Port Orange and further described on **Exhibit "A"**, which is attached hereto and by reference made a part hereof (the "Property").

2. **CONFORMANCE WITH COMPREHENSIVE PLAN:**
The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. **DEVELOPMENT:**
The Property shall generally be developed as a multi-use commercial project with grocery and pharmacy sales as well as general commercial retail, restaurants (with or without drive-thrus), service shops, offices, banks/financial institutions (with or without drive-thrus) and convenience store with fuel use, as depicted on the Conceptual Development Plan (CDP) prepared by Lochrane Engineering, Inc. and dated February 2, 2015, which is attached hereto and incorporated herein as **Exhibit "B"** and as more particularly described herein. The plat of the Property (Palmetto Pointe Marketplace) shall be completed prior to any development within the PCD.

4. **DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:**
   A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which is attached hereto and incorporated herein as **Exhibit "B"**. The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
   B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official,

who is defined in the LDC. If the Owner is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

5. **PERMITTED USES:**

Permitted uses shall be those allowed in the City of Port Orange's Community Commercial (CC) Zoning District, as may be amended from time to time.

6. **DIMENSIONAL REQUIREMENTS:** The Property shall be subject to the following dimensional requirements:

Maximum Building Coverage per Individual Lot: 35%
Minimum Open Space: 30% (Open Space is allowed to be cumulative for the Property)
Minimum Lot Width (except Lots 1 and 2) – 150'
Minimum Lot Width for Lots 1 and 2 – 0'
Minimum Lot Area – 22,500 SF
Min Building Setbacks
Clyde Morris Boulevard– 20'
Madeline Avenue – 20'
Side – 15'
Side (between Lots 1 and 2) – 0'
Rear - 25'
Maximum Building Height: 45'
One Way Driveway Width - 12'
Two Way Driveway Width - 24'

7. **MAINTENANCE:**

The Contract Purchaser and Owner shall enter into an agreement to govern the continued and perpetual maintenance of certain commons areas and stormwater facilities located on the Property in accordance with the LDC, this Agreement, and an instrument entitled "Easements with Covenants and Restrictions" to be approved by City and recorded in the Official Records of Volusia County.

8. **LANDSCAPE BUFFER AND OPAQUE SCREENING:**

A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC).
B. The truck receiving area, bale and pallet storage area, and service areas in the rear of the building on Lot 1 shall be screened from public view by means of a wall or opaque fence that is no less than 6' in height.
C. The rights-of-way buffer along Bruner Road and Madeline Avenue (east of the full access driveway) will be designed to comply with the requirements of the LDC. These perimeter buffers will be left in their natural state as required by the LDC. In addition, the Developer shall install additional landscape materials or opaque screening to establish a minimum six-foot high visual barrier. Those portions of the perimeter buffer consisting of landscaping shall be made up of any combination of hedges, trees or berms which shall provide a complete visual barrier within two years after installation and shall be comprised of evergreen shrubs and trees such as Viburnum, Holly, Bamboo, Magnolia, Cabbage Palms, and or other species approved by the City.

9. ARCHITECTURAL/DESIGN STANDARDS:

A. All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.

B. All building and accessory structures constructed within the Property shall be developed consistent with a mutually compatible architectural theme of Florida Vernacular. The architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and related structures.

C. All structures within the Property shall complement one another and shall convey a sense of quality and permanence.

Any use on Lots 3, 4, 5, or 6 with a drive-thru window shall have its drive-thru window oriented toward the interior of the Property. All drive-thru facilities must be designed to match the principal structure with regards to finishes, materials, color and architectural style.

10. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained on-site unless otherwise specified in herein. The Owner shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner shall provide all required easements to the City over the proposed retention area and related stormwater structures.

C. The Owner intends to provide sanitary sewer service to the Property by connecting via gravity system to the existing City-owned lift station located at Madeline Avenue and Tradewinds Lane.

11. SIGNAGE:

A. Except as otherwise set forth in the CDP or this Agreement, the signage for the Property shall be in compliance with the terms set forth in the LDC.

B. In addition to the signage allowed on Lot 3 by the LDC, an off-site sign to advertise any tenant or business within the Property is permitted. The maximum sign area allowed on such signage is 112 SF and is limited to 6 panels on each side. The design and height requirement of such off-site sign shall comply with the LDC.

C. In addition to the signage allowed on Lot 5 by the LDC, an off-site sign to advertise any tenant or business located on Lot 1 or Lot 2 is permitted. The maximum sign area allowed is 84 SF and is limited to 5 panels on each side. The design and height requirement of such off-site sign shall comply with the LDC.

12. CONSTRUCTION SEQUENCING :

A. All required subdivision improvements for the proposed 6-lot and 5-tract subdivision of the Property (as depicted on the plat of Palmetto Pointe Marketplace) will be constructed as shown on the site plan approved by the City.

B. Each lot will be developed through an individual site plan designed according to the LDC and this Agreement.

13. ENVIRONMENTAL CONSIDERATIONS:

A. Both during and after construction, the Owner shall use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PCD shall comply with the tree preservation requirements of the City's LDC with regard to preservation of trees and vegetation to remain.

B. The Owner shall comply with all rules, statues, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

14. EFFECTIVE DATE AND EXPIRATION:

A. This Agreement shall be effective upon recording by the City at the Owner's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for re-zoning of any land to the PCD district shall not take place until the Owner has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.

B. Development of the Property shall commence within five (5) years from the effective date of this Agreement and it shall be completed within ten (10) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

15. AMENDMENTS

A. Amendments 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, and the City.

B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.

1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
2. 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.
3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
4. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
    a. Changes permitted, conditional, and/or prohibited uses proposed.
    b. Changes in building intensities and/or height proposed.
5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

16. CONFORMANCE WITH LAWS

The Owner agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS:

This Agreement represents the complete understanding 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 Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

19. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

_____

_____

Printed Name

By:_____

Allen Green, Mayor

_____

_____

Printed Name

_____

_____

Printed Name

Attest_____

Robin L. Fenwick, CMC, City Clerk

_____

_____

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

_____

Notary Public

(Notary Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take and an oath.

_____

Notary Public

(Notary Seal)

WITNESSES:

CONTRACT PURCHASER:
GDC PORT ORANGE, LLC, a Florida limited liability company

_____

By:_____
Franklin C. Gatlin, III, CEO

_____
Printed Name

Date:_____

_____

By:_____

_____
Printed Name

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Franklin C. Gatlin, III, as CEO of GDC Port Orange, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

_____
Notary Public

(Notary Seal)

OWNER:

WITNESSES:

PALMETTO POINTE, LLP, a Florida limited liability partnership

_____
Printed Name: _____

_____
Printed Name: _____

By: LaCour and Company, Ltd., Limited Partnership, a Florida limited partnership, its partner

By: Regency Hospitality Group, Inc., a Florida corporation, its general partner

By: _____
E.V. LaCour, President

Date: _____, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____2015, by E.V. LaCour, the President of Regency Hospitality Group, Inc., a Florida corporation, the general partner of LaCour and Company, Ltd., Limited Partnership, a Florida limited partnership, the partner of Palmetto Pointe, LLP, a Florida limited liability partnership. He ☐ is personally known to me OR ☐ produced _____ _____ as identification.

_____
Notary Public

(Notary Seal)

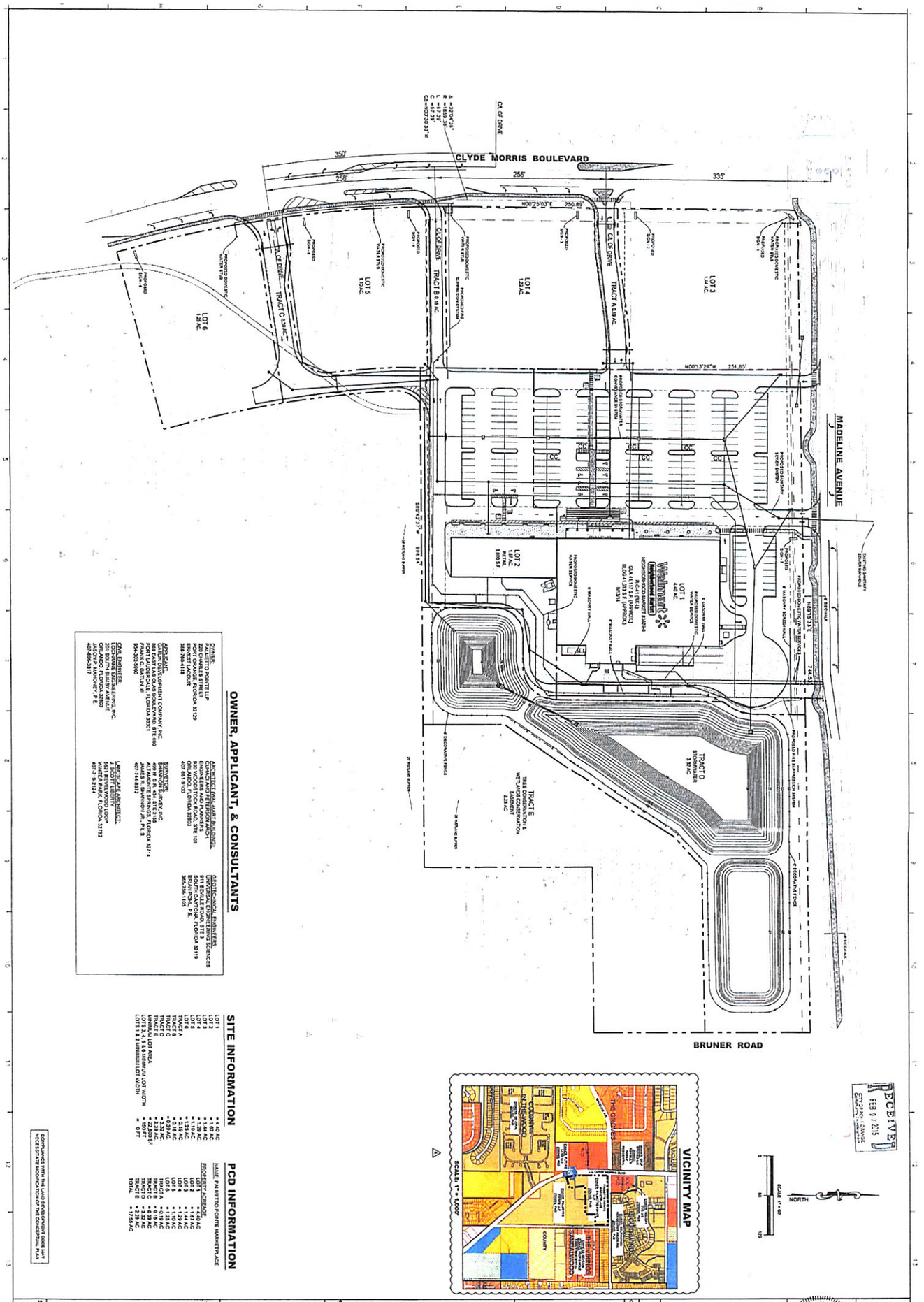
Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN S00°15'37"W ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2620.11 FEET; THENCE RUN S89°15'33"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A DISTANCE OF 1322.84 FEET; THENCE RUN S00°17'28"W, A DISTANCE OF 67.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MADELINE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE S00°17'28"W ALONG THE WEST RIGHT OF WAY LINE OF BRUNER ROAD, A DISTANCE OF 324.62 FEET; THENCE RUN S89°47'55"W, A DISTANCE OF 246.60 FEET; THENCE RUN S00°12'05"E, A DISTANCE OF 253.42 FEET; THENCE RUN S89°42'37"W, A DISTANCE OF 668.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 44.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°11'39", AN ARC DISTANCE OF 72.38 FEET, HAVING A CHORD BEARING OF S43°06'47"W AND A CHORD DISTANCE OF 64.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1575.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°34'31", AN ARC DISTANCE OF 345.82 FEET, HAVING A CHORD BEARING OF S09°46'18"E AND A CHORD DISTANCE OF 345.12 FEET; THENCE RUN S75°05'45"W, A DISTANCE OF 283.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1859.36 FEET; THENCE FROM A RADIAL BEARING OF N74°07'01"E, RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'44", AN ARC DISTANCE OF 532.61 FEET, HAVING A CHORD BEARING OF N07°40'37"W AND A CHORD DISTANCE OF 530.79 FEET; THENCE CONTINUE N00°25'03"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 476.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°50'30", AN ARC DISTANCE OF 38.76 FEET, HAVING A CHORD BEARING OF N44°50'18"E AND A CHORD DISTANCE OF 35.00 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE; THENCE RUN N89°15'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A DISTANCE OF 1278.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.724 ACRES, MORE OR LESS.

EXHIBIT "B"


CLYDE MORRIS BOULEVARD
MADELINE AVENUE
BRUNER ROAD
CUL-DE-SAC
TRACT A 5.18 AC
TRACT B 9.18 AC
TRACT C 6.39 AC
TRACT D STORMWATER 3.33 AC
TRACT E WETLAND CONSERVATION 5.45 AC
LOT 1 4.60 AC
LOT 2 1.87 AC
LOT 3 1.14 AC
LOT 4 1.23 AC
LOT 5 1.10 AC
LOT 6 1.25 AC
Walmart
Neighborhood Market
PROPOSED 1,500 SF RETAIL
BUILDING 41,000 SF (APPROX.)
PROPOSED 3,500 SF RESTAURANT
PROPOSED 3,500 SF RESTAURANT
PROPOSED 2,500 SF RETAIL
PROPOSED 2,500 SF RETAIL
PROPOSED SIGN 1
PROPOSED SIGN 2
PROPOSED SIGN 3
PROPOSED SIGN 4
PROPOSED SIGN 5
PROPOSED SIGN 6
PROPOSED SIGN 7
PROPOSED SIGN 8
PROPOSED DOMESTIC WATER SERVICE
PROPOSED DOMESTIC WATER SERVICE
PROPOSED DOMESTIC WATER SERVICE

STAFF REPORT
PCD Rezoning/Palmetto Pointe Marketplace MDA and CDP
CASE NO. 14-65000001

REQUEST:	Rezone 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approve the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	Southeast corner of Clyde Morris Blvd. and Madeline Ave.
OWNER:	Palmetto Pointe LLP
APPLICANT:	Gatlin Development Company Inc.
PLANNING COMMISSION RECOMMENDATION:	**Approval** (7-0) to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD). **Approval** (4-3) of the Master Development Agreement and Conceptual Development Plan including two variances for off-site signage.
STAFF RECOMMENDATION:	PCD Rezoning – Approval MDA and CDP – Approval, subject to approval of the Policy Consideration for the off-site signage
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL DATE:	April 7, 2015

The applicant proposes to rezone 17.7 acres (Exhibit A) from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approval of the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Clyde Morris Boulevard, south of Madeline Avenue (Figure 1). The property is currently undeveloped.

Figure 1. Location of the Proposed Palmetto Pointe Marketplace PCD Area

CONSISTENCY WITH THE COMPREHENSIVE PLAN:
The subject property is designated *Commercial* and *Office/Residential Transition* on the City's Future Land Use Map (Exhibit B). As shown on Exhibit B, the majority of the 17.7-acre property has a Future Land Use designation of *Commercial.*

Specifically, the *Commercial* Future Land Use designation is intended to provide for uses such as; shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses.

The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial Node located around the intersection of Clyde Morris Boulevard and Madeline Avenue (Exhibit C). The node type was determined based on the classification of the adjacent roadways and size of the surrounding neighborhoods.

For over 10 years, the Future Land Use designation for the +/- 10 acres at the southeast corner of Clyde Morris Boulevard and Madeline Avenue has been *Commercial* and remaining acreage of the subject site has had combination of *Office/Residential Transition and High Density Residential* Future Land Use designations.

DEVELOPMENT PROPOSAL:
If approved, the Palmetto Pointe Marketplace MDA and CDP will provide the regulatory framework for the development of the subject property. The applicant intends to develop a +/- 42,000 square Walmart Neighborhood Market grocery store along with a +/- 9,600 square-foot multi-tenant commercial building. There are also four outparcel lots proposed along Clyde Morris Boulevard but there are no proposed uses for Lots 3, 4, 5, and 6 at this time.

The following discussion will focus on the significant aspects of the proposed MDA and CDP (Exhibit D) such as the use, size and development impacts.

General Site Layout:
The proposed development will be accessed from Clyde Morris Boulevard and Madeline Avenue. The property will be developed with cross-access easements between the lots and the adjacent vacant property south of the subject property to provide an internal network for vehicles and pedestrians. The proposed development will abut to but not have any access drives onto Bruner Road. The commercial development will be located near the front half of the PCD area. The area between the east boundary line of Lot 1 and Bruner Road will be developed with stormwater ponds or remain natural.

Subdivision:
The subject property is proposed to be subdivided into 6 lots and 5 tracts. For the proposed plat, the lots are property to be developed with commercial uses and the tracts are for stormwater improvements (Tract D), preservation areas (Tract E), and common driveways to support the subdivision. The majority of the infrastructure (water, sewer, drainage, driveway, etc.) for the overall project will be developed in one phase. This phase will include the construction of the primary shopping center property (Lots 1

and 2), all of the necessary infrastructure for Lots 1-6, an 8' sidewalk along Madeline Avenue, 5' sidewalk along the west side of Bruner Road, and turn lane improvements on Madeline Avenue and Clyde Morris Boulevard (See Figure 2).

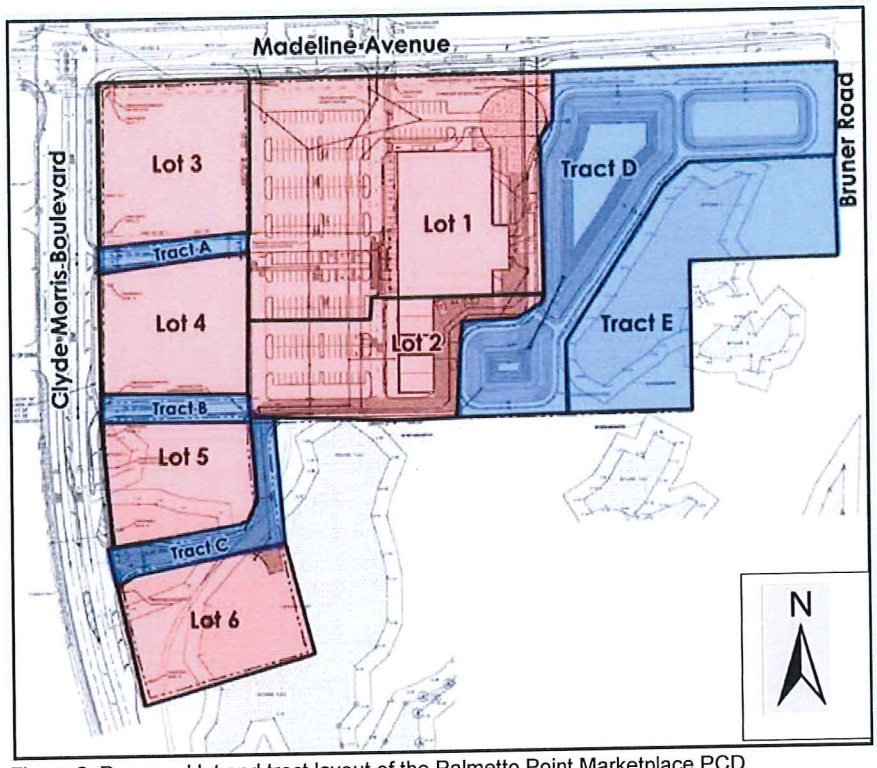


Figure 2. Proposed lot and tract layout of the Palmetto Point Marketplace PCD

Development of Lots 3, 4, 5, and 6 will require separate site plan approval, but they can be developed at any time, and in any order, after the necessary infrastructure to support these lots has been constructed or bonded. There are no proposed uses for Lot 3, 4, 5, and 6 at this time.

Landscaping/Screening:
The proposed development will comply with the landscape requirements of the City's Land Development Code (LDC) such as rights-of-way buffers, foundation plantings, screening of service areas for any of the proposed buildings, parking lot landscaping, and tree preservation.

On the concept plan, a minimum 8-foot tall screen wall is shown to be installed along the north side of Lot 1, adjacent to Madeline Avenue, to screen the truck turn around and service area for the Walmart Neighborhood Market grocery store. The applicant intends to use a combination of a screen wall and landscaping to screen the areas from the adjacent residential subdivision (Southwinds) and from vehicles traveling on Madeline Avenue. Existing and new landscaping will be used along Bruner Road to screen the rear of the buildings on Lots 1 and 2 from the adjacent residential subdivisions.

Water, Sewer, and Reclaimed Water:
The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water service.

Stormwater:
The stormwater drainage infrastructure for this project will be in the form of a retention pond (Tract D). The stormwater drainage design will be reviewed with the submittal of the site plan and subdivision plans. Per the LDC, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, 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.

The drainage area shown on the CDP will provide stormwater drainage for the entire 17.7-acre property (Lots 1-6) and will also be required to meet the stormwater requirements of the St. Johns River Water Management District. As part of PCD Zoning application, finial drainage plans are not required. The LDC requires approval of the drainage plan with the subdivision or site plan application.

Architecture:
As described in the MDA, the architectural style of the buildings, accessory structures, screen walls, and site furnishings will be designed with a common architectural theme (Florida Vernacular). However, in order to achieve the desired architectural diversity, buildings that are individually connected may vary in their expression of design details, but will share common proportions, massing and other elements to tie them together visually. A formal review of the architectural design will occur with each of the site plans to verify compliance with the MDA and the LDC.

Parking/ Project Access:
Parking will be provided as required by the LDC. The total number of parking spaces and design of the parking lots will be reviewed with the submittal of the site plans. Vehicles will enter/exit the project via the proposed access drives located off Clyde Morris Boulevard and Madeline Avenue (see Figure 3 on Page 5). When the property is subdivided, cross-access easements will be recorded to provide an internal network for vehicles and pedestrians.

The two-way access drive on Madeline Avenue (driveway furthest east from the intersection of Clyde Morris Boulevard and Madeline Avenue) will be constructed with a left turn lane to minimize the impact on westbound traffic when a vehicle is making a left turn into the site. The second access drive off Madeline Avenue (driveway closest to the intersection of Clyde Morris Boulevard and Madeline Avenue) will be designed as a right-in only driveway.

The proposed driveways on Clyde Morris Boulevard will have right turn deceleration lanes. In addition, the main driveway on Clyde Morris Boulevard (between Lot 5 and 6) is proposed to be a full access drive and includes a left turn lane for vehicles traveling

southbound on Clyde Morris Boulevard to turn into the site. The driveway closest to the intersection of Clyde Morris Boulevard and Madeline Avenue is proposed to be right-in/right-out driveway. The driveway located between Lot 4 and 5 will be designed as a right-in driveway.

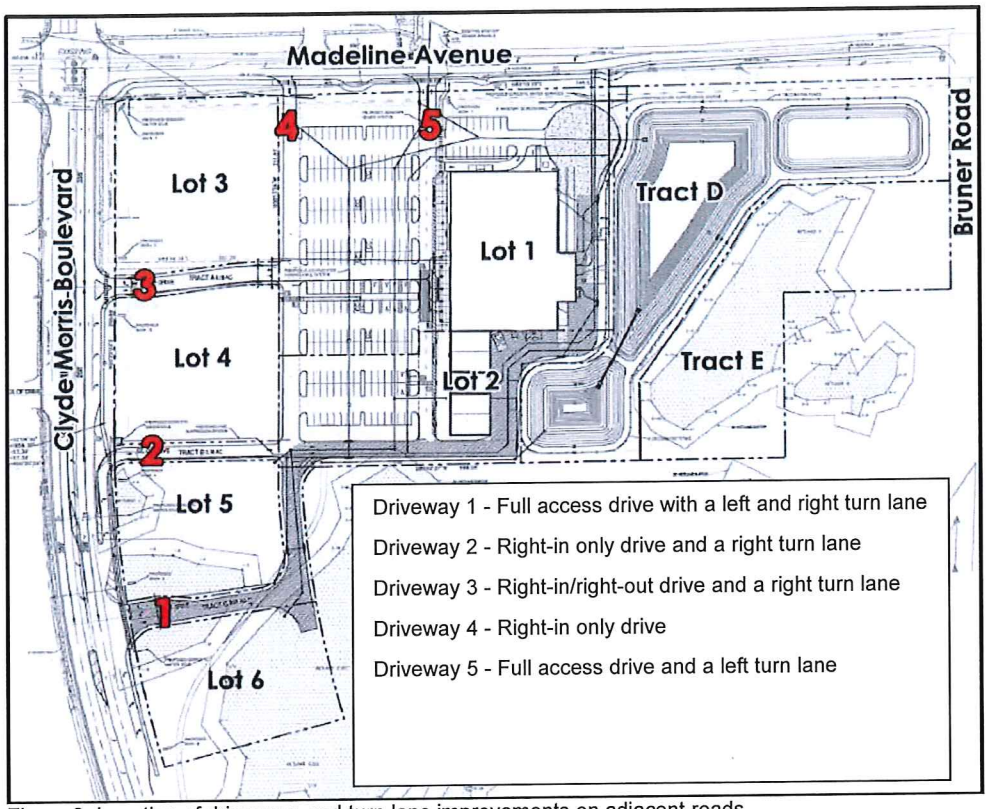


Figure 3. Location of driveways and turn lane improvements on adjacent roads.

The applicant has meet with Volusia County about the driveway locations on Clyde Morris Boulevard and an official application has not been submitted. At this time Volusia County has not issued a use permit for the proposed driveways on Clyde Morris Boulevard. However, according to the applicant, Volusia County has not indicated any comments on the proposed location of the Clyde Morris Boulevard driveways. Prior to constructing the driveways on Clyde Morris Boulevard, a Volusia County Use Permit will have to be issued.

Traffic:
All site plan submittals for the six lots will be required to comply with the City's Concurrency Management requirements in the LDC. Traffic studies may be required for proposed developments on these lots. If required, the study will have to be submitted at the time site plans are reviewed to fully assess the impacts of the proposed development on the surrounding roadway network and to identify any improvements that might be needed. Similar to other developments within the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the latest traffic counts for and Clyde Morris Boulevard and Madeline Avenue, there is sufficient capacity on these roads for traffic estimated to be generated by future development of this property (Table 1).

Table 1. Roadway Capacity

Roadway Segment	*Maximum Capacity Vehicles per day**	*Current Vehicles per day**	*Remaining Capacity Vehicles per day*	Remaining Capacity %
Clyde Morris Blvd. from N. City Limits to Madeline Ave.*	35,820	20,800	+15,020	42%
Clyde Morris Blvd. from Madeline Ave. to Willow Run Blvd.*	35,820	20,000	+15,820	*44%*
Madeline Ave. from Clyde Morris Blvd. to Long Grove Ln.**	35,820	9,440	+26,380	*73%*
Madeline Ave. from Nova Rd. to Clyde Morris Blvd.**	12,744	6,640	+6,104	*48%*

**** Source: Volusia County Traffic Engineering, 2013***
***** Source: City of Port Orange Public Works, 2014***

Signage:
As described in the MDA, wall signage and monument signs for the lots along Clyde Morris Boulevard (Lots 3, 4, 5, and 6) will comply with the requirements of the City's LDC. The applicant is proposing two additional monument signs on Lots 3 and 5 that would be permitted to identify any businesses in the PCD boundary area (Lots 1-6). The proposed off-site signs on Lots 3 and 5 would be in addition to the on-site signs to identify the tenants located on Lots 3 and 5.

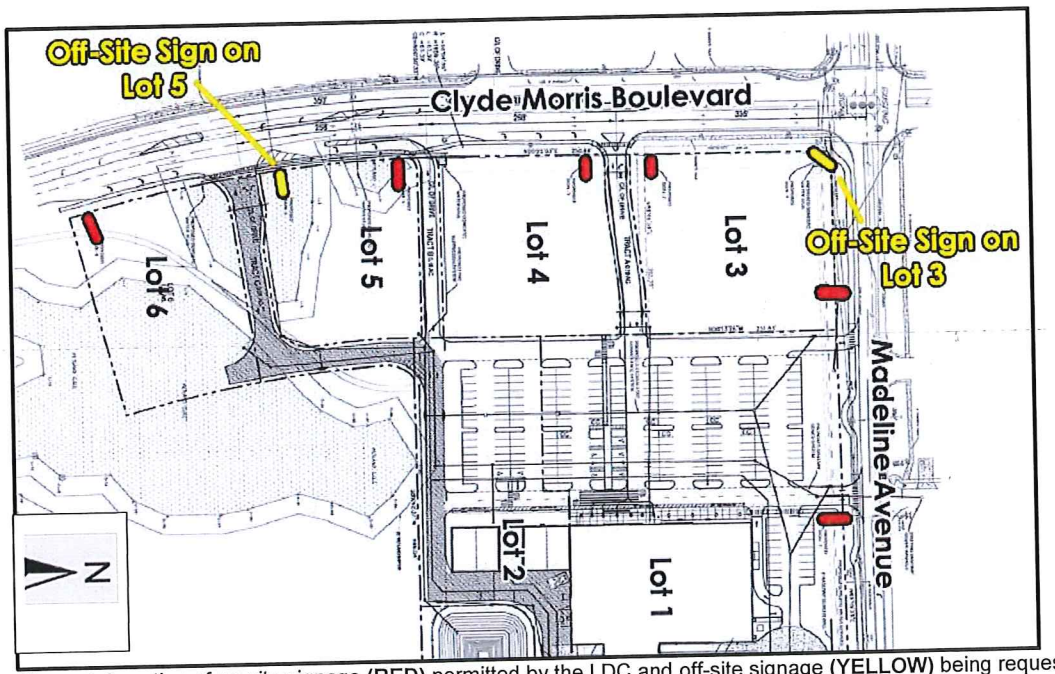


Figure 4. Location of on-site signage **(RED)** permitted by the LDC and off-site signage **(YELLOW)** being requested in the MDA

Policy Issue: The applicant is requesting to have off-site multi-tenant signs on Lot 3 and Lot 5 to identify tenants within the PCD property. According to the LDC, off-site signage is any sign that directs attention to a business not conducted or available on the premises where their sign is located. According to the applicant, the off-site signage is requested due to the configuration of the proposed lot layout and to advertise tenants at the intersection of Clyde Morris Boulevard and Madeline Avenue.

1. Off-site signage on Lot 5: The proposed sign would be located along Clyde Morris Boulevard, north of the main driveway on Lot 5. The sign would identify the businesses located on Lot 1 or 2. The proposed sign could have up to 84 square feet of sign area and up to 5 tenant panels.

   According to the applicant, the off-site signage is being requested due to the configuration of the proposed lot layout. Access to Lots 1 and 2 will be from Clyde Morris Boulevard; however, the proposed lot configuration does not provide Lots 1 and 2 with frontage onto Clyde Morris Boulevard. Access to Lots 1 and 2 from Clyde Morris Boulevard will be from driveways located in separate Tracts. The driveways are located in tracts because they serve the entire PCD property and are to be maintained by the Property Owners Association.

   The applicant considered extending Lots 1 and 2 to Clyde Morris Boulevard and that would have allowed a sign between Lots 3 and 4 and between Lots 4 and 5 but ultimately preferred to put one sign between Lots 5 and 6 where the main driveway from Clyde Morris Boulevard is located. However, this is considered off-site signage and cannot be permitted without PCD policy approval. If Lots 1 and 2 were configured to include Tract A and B, a sign for each of the lots could be installed along Clyde Morris Boulevard. Lot 1 would be allowed a sign with 48 square feet of sign area and Lot 2 would be allowed a sign with 56 square feet of sign area that could be divided into 4 tenant panels.

   If Lots 1 and 2 were extended to Clyde Morris Boulevard there would be 6 monument signs along Clyde Morris Boulevard. However, based on the proposed lot configuration and requested off-site sign there would be 5 monument signs along Clyde Morris Boulevard. Therefore, the proposed lot configuration would result in a net decrease in the number of signs that could be along Clyde Morris Boulevard (Table 2).

Table 2. Comparison of Signs along Clyde Morris Boulevard

	Number of signs with all lots having Clyde Morris Blvd. frontage	**Number of signs with proposed lot configuration**
Lot 1	1	0
Lot 2	1	0
Lot 3	1	1
Lot 4	1	1
Lot 5	1	2
Lot 6	1	1
Total # of Signs	**6**	**5**

An example of a similar sign to the one proposed is the sign installed in front of Starbucks and Chipotle on Dunlawton Avenue. This sign has 84 square feet of sign area, 5 tenant panels, and off-site advertisement for Lowes. This off-signage was approved through a PCD because Lowes did not have any frontage on Dunlawton Avenue after the outparcel was created.

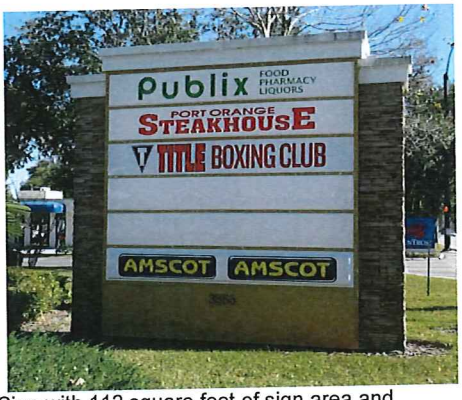
Sign with 84 square feet of sign area and 5 tenant panels

Staff supports the request for a net decrease in signs to allow the off-site sign on Lot 5 due to the unique lot layout and location of the access drives

2. Off-site signage on Lot 3: The proposed sign would be located at the intersection of Clyde Morris Boulevard and Madeline Avenue and would be permitted to identify any business located in the PCD property. The applicant has requested a sign that could have up to 112 square feet of sign area and display up to 6 tenants.

   According to the applicant the "shopping center" sign is being requested to allow any tenant within the PCD to be advertised at the intersection. The tenant signage would be in addition to signage allowed by the LDC. The applicant has indicated the requested sign is to provide additional identification for the tenants within the center at the intersection because a majority of the tenants will is located south of the intersection. The intent of the sign is to alert customers traveling south on Clyde Morris Boulevard and east on Madeline Avenue of the upcoming center and businesses within the center.

   The LDC allows for these types of "shopping center" signs for centers with unified ownership and multiple tenants, such as Dunlawton Square, Park Place Plaza, and Country Side Mall. However, this development does not meet that standard. The requested sign would be similar in size and number of panels to signs at these shopping centers and would provide additional signage for tenants with signs already on either Clyde Morris Boulevard or Madeline Avenue. Staff does not support this request for an additional sign.



Sign with 112 square feet of sign area and 6 tenant panels

If approved, the proposed off-site signs on Lots 3 and 5 will be designed to meet the height, sign area and design requirements in the LDC. No deviations are requested for the dimensional requirements or number and size of tenant panels.

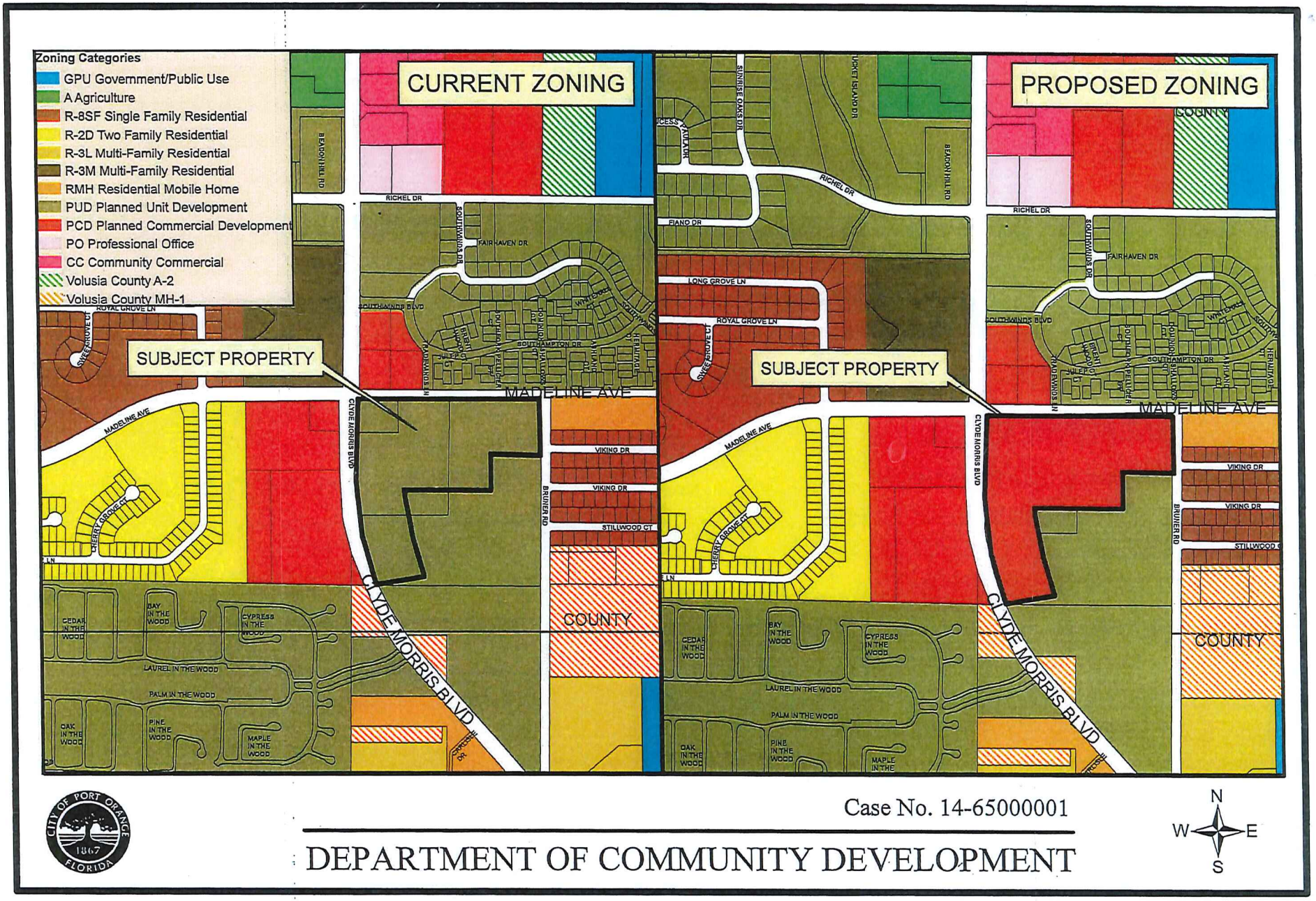
RECOMMENDATION:
Staff recommends approval of the Rezoning to Planned Commercial Development (PCD), the Master Development Agreement and Conceptual Development Plan for the Palmetto Pointe Marketplace PCD subject to the following:

1. Policy direction on the off-site signage request on Lot 3;
2. Policy direction on the off-site signage request on Lot 5; and
3. Review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS:

1. Exhibit A – Current and Proposed Zoning Map
2. Exhibit B – Current Future Land Use Map
3. Exhibit C – Figure 1-9 Commercial Node Location Map from the Comprehensive Plan
4. Exhibit D – See Ordinance for the Palmetto Pointe Marketplace MDA and CDP

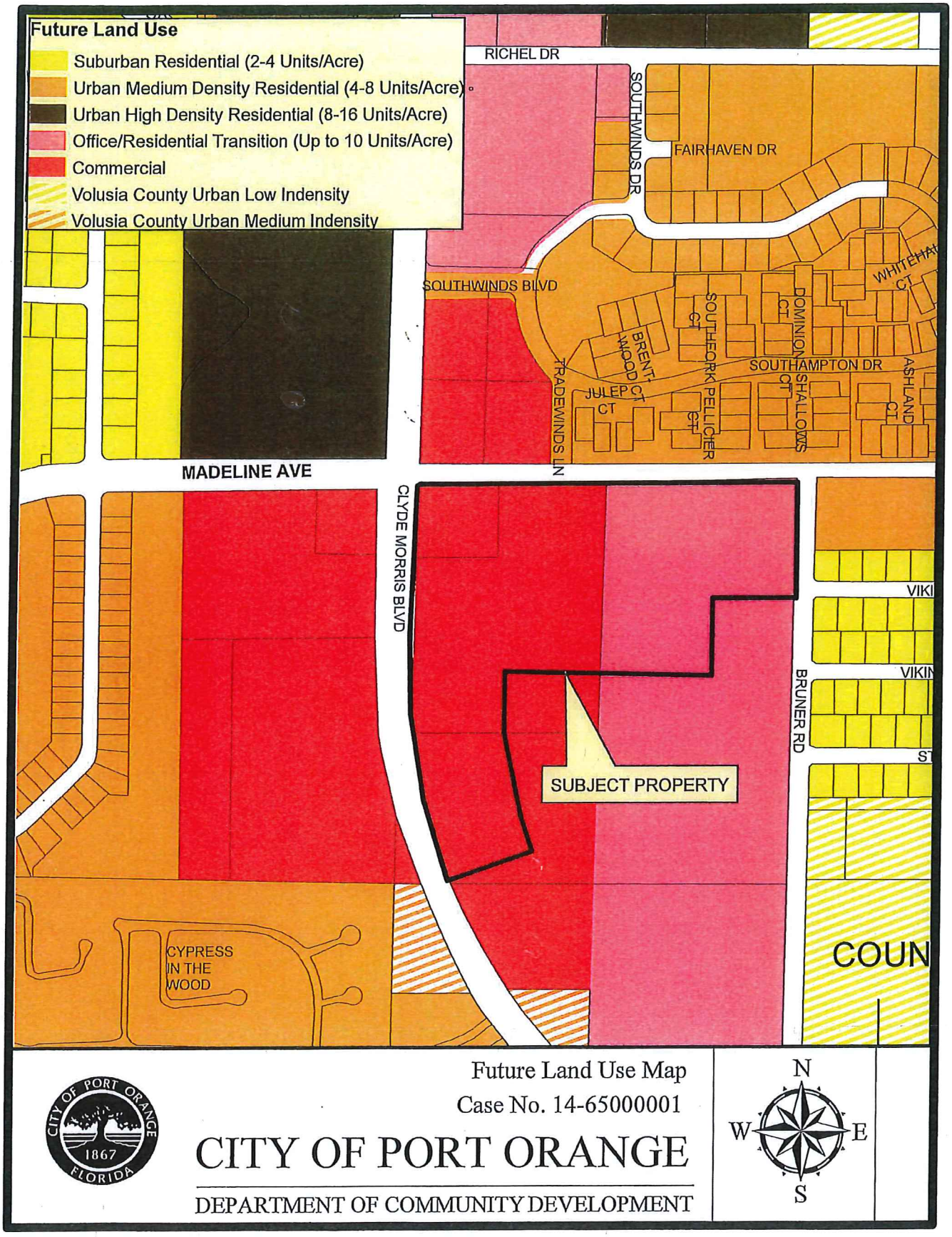
EXHIBIT "A"



Case No. 14-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT

Exhibit "B"



Future Land Use Map
Case No. 14-65000001

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

EXHIBIT "C"

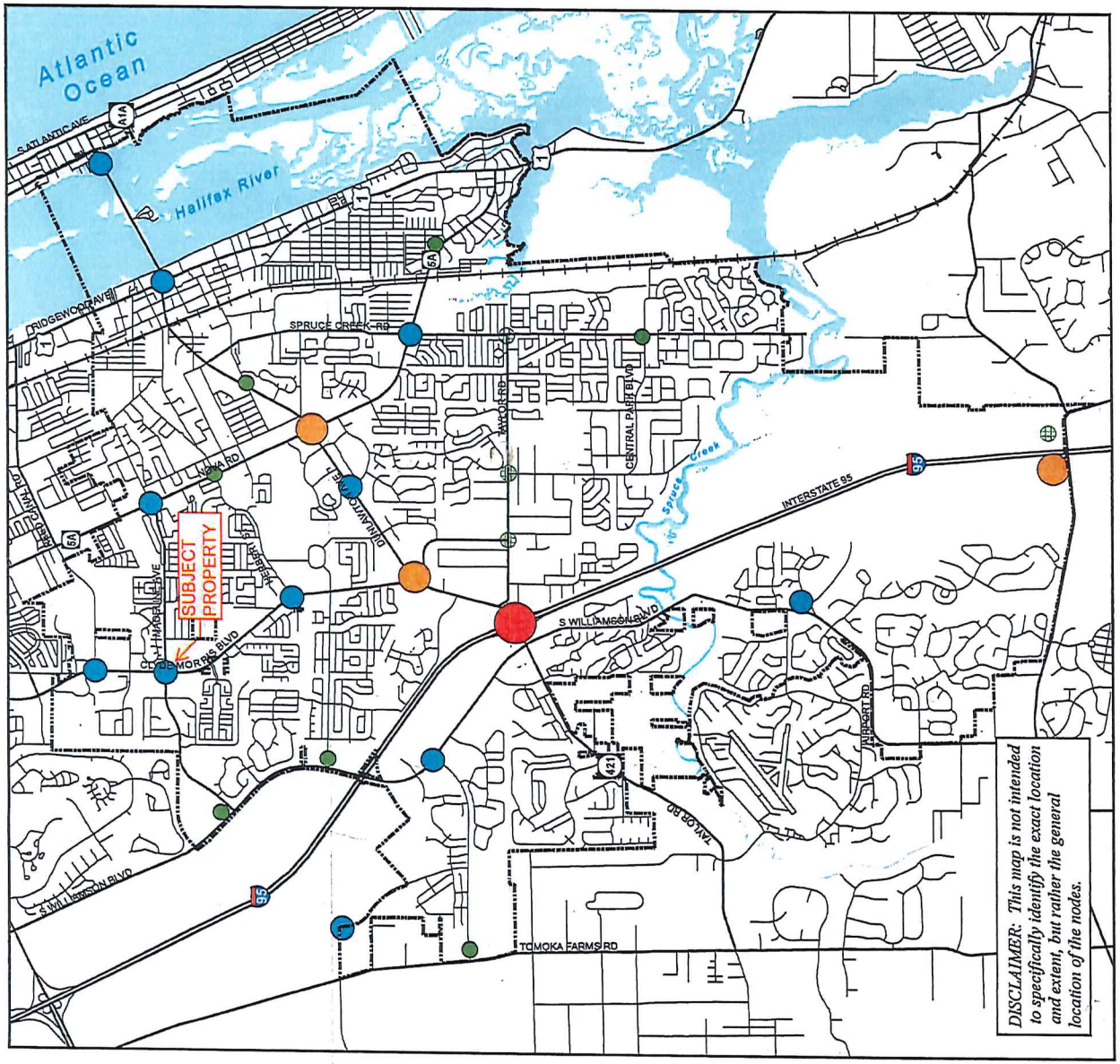


FIGURE 1 - 9

General Location of Commercial Nodes

Legend

- Potential Future Neighborhood Commercial Node
- Neighborhood Commercial Node
- Community Commercial Node
- Sub-Regional Commercial Node
- Regional Commercial Node
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development July 2010

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Final Plat & Plans, Subdivision Variance, Amendment to the Concurrency Fair-Share Agreement and Release of Easement for Hawks Preserve at Port Orange Plantation - Ph I
Case No. 14-50000006

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve (1) the Final Plat & Plans for the Hawks Preserve at Port Orange Plantation – Ph. I Subdivision, with a variance to waive the requirement to extend Peach Blossom Blvd., (2) Amendment No. 2 to the Concurrency Fair-Share Agreement dated June 2, 2006, authorizing the Mayor and City Clerk to execute Amendment No. 2 upon the city attorney's approval of the amendment document and (3) Authorizing the Mayor and City Clerk to execute the release of temporary easement and for the city attorney to deliver the release for recording simultaneous with the plat for Hawk's Preserve Phase I.

SUMMARY: Planning Commission Action (3/26/15): Recommended Approval

The applicant is requesting to subdivide approximately 60.36 acres located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave., into 119 single-family lots along with associated infrastructure, stormwater improvements, and the extension of McGinnis Avenue. The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in PC-A Neighborhood Zoning District of the LDC, except for the variance requested.

The variance being requested by the applicant is to allow this phase to be developed without extending an existing street stub-out (Peach Blossom Blvd.) into the proposed subdivision. The intent of the code is to provide an interconnected local road network that provides travel and access options. The proposed subdivision meets the minimum subdivision requirements with two access points to public roads. The proposed development is accessed from two collector roads (McGinnis Ave. and Coraci Blvd.). A pedestrian bridge is provided at the terminus of Peach Blossom Boulevard for internal pedestrian access between the existing and proposed subdivisions.

The amendment to the existing Concurrency Fair-Share Agreement is to document the number of vested trips being used by the proposed 119 lot single-family subdivision. The City has already received the Fair-Share payment for the impacts on the City's roadway network generated by the traffic associated with the proposed 119 lot single-family subdivision. In 2006, the property owner (D.R. Horton) entered into a Concurrency Fair-Share Agreement with the City based on the traffic generated for a 346 unit multi-family development (Villas of Port Orange Plantation, Ph I and II). This

would equate to the traffic impacts from 176 single-family homes. The Fair-Share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton paid the Fair-Share payment in December 2006, but the proposed development was not constructed. With the approval of Port Orange Plantation, Phase IV - Village C in 2014 (49 lots), a total of 127 single-family lots remain vested. The proposed Hawks Preserve at Port Orange Plantation - Phase I subdivision is for 119 single-family homes therefore, no additional Fair-Share payment is required for this development.

The developer has proceeded in a phased design for the development and as a result easements were established temporarily and require a replacement permanent easement. The city attorney has reviewed and approved the proposed release. Upon city council approval the release will be recorded only upon recording of the final plat showing the replacement easement that secures the maintenance of the storm water drainage systems for this subdivision and adjoining property.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC_Staff Report_HawksPreserve@POP_PH1.pdf
2.	Plat - Haws Preserve at Port Orange Plantation, Ph I	Plat - Haws Preserve PH1.pdf
3.	Plans - Hawks Preserve at Port Orange Plantation, Ph I	Complete Set of Phase 1 Plans.pdf
4.	Release of Easment - Hawks Preserve at Port Orange Plantation - Phase I	Release of Easement - Hawks Preserve at POP Phase I.pdf
5.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement O.R. Book 5554, Page 2893	Temporary Easement - Drainage, Maintenance, Utility, Access, Ingress and Egress Book 5554 Page 2893.pdf
6.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement O.R. Book 5881, Page 1413	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement Book 5881, Page 1413.pdf
7.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement O.R. Book 5881, Page 1418	Temporary Easement - Drainage, Maintenance, Utility, Access, Ingress and Egress Book 5881 Page 1418.pdf
8.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement O.R. Book 5881, Page 1428	Temporary Easement - Drainage, Maintenance, Utility, Access, Ingress and Egress Book 5881 Page 1428.pdf
9.	Exhibit A-1 Concurrency and Fair-Share Agrement - Hawks Preserve Phase I	Exhibit A-1 to Concurrency and Fair-Share Agreement Hawks Preserve - Phase I.pdf

Cruz, Penelope	Created/Initiated - 05/04/2015
Clark, Wayne	Approved - 05/04/2015
Riehm, Tracey	Approved - 05/06/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

STAFF REPORT

SUBDIVISION FINAL PLAT & PLANS / HAWKS PRESERVE AT PORT ORANGE PLANTATION, PHASE I, SUBDIVISION & SUBDIVISON VARIANCE

CASE NO. 14-50000006

REQUEST:	Approval of the Hawks Preserve at Port Orange Plantation Phase I Plat and Subdivision Plans, subject to approval of the subdivision variance to waive the requirement to extend Peach Blossom Blvd. into Hawks Preserve at Port Orange Plantation Phase I.
LOCATION:	North of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue (see Figure 1)
OWNER/APPLICANT:	D.R. Horton
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz (386) 506-5671
CITY COUNCIL:	May 19, 2015

DISCUSSION

The proposed subdivision phase includes 119 single-family lots along with associated infrastructure, stormwater improvements, and the extension of McGinnis Avenue on approximately 60.36 acres (Exhibit B). This phase would be part of the overall Port Orange Plantation Subdivision. The subject property is located north of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue. The subject property was originally part of an overall 346-townhouse development (Villages of Port Orange Plantation approved in 2006) and a portion of a 55 lot single-family development (Port Orange Plantation, Phase V) approved in 2007 that were not constructed.

Figure 1. Location Map

The subject property, which is currently vacant, is zoned “PC-A” (Planned Community – Agricultural) Neighborhood District and has a Future Land Use designation of *Planned Community-Westside.* The PC-A neighborhood-zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

The plat and subdivision plans have been designed according to the requirements of the City’s Land Development Code (LDC) and the dimensional standards outlined in PC-A neighborhood-zoning district of the LDC, except for the variance requested and discussed later in the report. The subdivision will have a pedestrian connection to the existing Port Orange Plantation subdivision and direct access to Coraci Boulevard and McGinnis Avenue. The following subdivision improvements will be constructed:

- Water, sewer, reclaimed water infrastructure;
- Extension of McGinnis Avenue (travel lanes, turn lane, 6’ sidewalks, streetlights, landscaping, and irrigation) from Old Walker Way to the north end of the property;
- Public local streets within the subdivision (travel lanes, 4’ sidewalks, and streetlights);
- Stormwater drainage infrastructure to connect to the existing ponds within the Port Orange Plantation subdivision;
- Pedestrian trails within the subdivsion and a pedestrian bridge over the existing canal to connect with the existing sidewalk network in Port Orange Plantation;
- 20’ landscape buffer along Coraci Boulevard and McGinnis Avenue; and
- Entry signage and landscaping at the entrance off McGinnis Avenue.

CONCURRENCY REVIEW

Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 119 residential lots. The following discussion and table summarizes the impacts the proposed development will have on the public facilities and services.

Water, Sewer, Reclaimed Water

The proposed phase will be served by potable water, sanitary sewer, and reclaimed water. All lots will be provided with stub-outs for utilities. The developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this project.

Stormwater Drainage

The City’s adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, 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.

Recreation and Open Space
According to the City's 2014 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from this subdivision phase.

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 development.

Transportation
The City has received the Fair-Share payment for the impacts on the City's roadway network generated by the traffic associated with the proposed 119 single-family lot subdivision. In 2006, the property owner (D.R. Horton) entered into a Fair-Share and Concurrency Agreement with the City based on the traffic generated from a 346 unit multi-family development (Villas of Port Orange Plantation, Phase I and II). The fair-share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton made the fair-share payment in December 2006.

According to the 2006 Fair-Share agreement, the Fair-Share payment vested 346 residential condominium/townhouses or 176 single-family homes on the subject property. With the approval of Port Orange Plantation, Phase IV - Village C in 2014 (49 lots), a total of 127 vested single-family lots remain. The proposed subdivision is for 119 single-family homes therefore, no additional fair-share payment is required for this development.

CONSISTENCY WITH THE COMPREHENSIVE PLAN
The subject property has a Future Land Use designation of *Planned Community-Westside* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for overall PC-A area is four units/acre. The density in Hawks Preserve Phase I is 1.97 units per acre. The development of single-family homes is consistent with the intent of the Future Land Use designation and a permitted use in the PC-A Neighborhood zoning district.

SUBDIVISION VARIANCE
The applicant has requested a subdivision variance to allow this phase to be developed without extending an existing street stub-out (Peach Blossom Blvd.) into the proposed subdivision. The variance may be granted by the City Council, upon recommendation of the Planning Commission.

The Land Development Code (LDC) requires that existing streets ending at a project boundary be continued into the adjacent proposed subdivision. In 2006, as part of Port Orange Plantation, Phase III, Peach Blossom Boulevard was extended to the project boundary to provide a future access point to be extended with the development of this property.

The overall Port Orange Plantation subdivision was originally master planned from Town West Boulevard to the north property line of the subject property with 405 single-

family lots and 346 multi-family units (Exhibit C). Those plans proposed to relocate the existing drainage canal that runs along the entire south boundary of the subject property to the north property boundary, so extending Peach Blossom Boulevard would not have required crossing the canal.

Chapter 5, Section 8 of the LDC, lists the review criteria used to determine whether a subdivision variance request should be granted. For a subdivision variance to be approved the following criteria may be considered.

1. *Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.*

   In order to extend Peach Blossom Boulevard into the subject property, the drainage canal (ranging from approximately 75 to125 feet in width) that runs along the entire south boundary of the subject property would need to be crossed. According to the applicant, crossing the canal would require a bridge constructed with box culverts or piping the canal at this location. The applicant believes that either option could possibly affect the flow characteristics of the canal and increases the possibility of upstream impacts.

2. *Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.*

   Although it is more expensive than a typical road connection, a bridge with box culverts or piping can be constructed similar to what was required to extend roads in the Oakbrook and Sunset Cove subdivisions.

3. *Required services are already available to proposed lots without the construction of additional improvements.*

   All required public utilities and services can be provided to all proposed lots through the proposed subdivision design. In addition, not requiring the roadway connection will not reduce any other required services for the existing Port Orange Plantation subdivision. The proposed subdivision meets minimum access requirements in the Land Development Code and connects to two collector roads (McGinnis Ave. and Coraci Blvd.).

4. *Levels of service can be reasonably provided through the site development plan review process or residential site plan review process for individual lots.*

   The applicant will be able to provide the required services and meet the Level of Service standards for all homes in the subdivision through the proposed subdivision design.

5. *Other methods can be arranged to assure construction of improvements, eliminating the need for formal subdivision approval.*

   Subdivision review is the standard approach to assure the construction of local roads within a subdivision. The Applicant is not requesting a different method. The

request is to not extend an existing street stub-out, so this criterion is not applicable to this request.

6. *The granting of a variance is consistent with the overall intent of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

   The intent of the code is to provide an interconnected local road network that provides travel and access options. The proposed subdivision meets the minimum subdivision requirements with two access points to public roads. The proposed development is efficiently accessed from two collector roads (McGinnis Ave. and Coraci Blvd.). A pedestrian bridge is provided at the terminus of Peach Blossom Boulevard for internal pedestrian access between the existing and proposed subdivisions. According to the Fire Department, response times would not be increased by not extending Peach Blossom Boulevard because Peach Blossom Boulevard is not the route the Fire Department would use.

Based on the review criteria above, staff recommends approval of the subdivision variance to allow this phase to be developed without extending an existing street stub-out (Peach Blossom Blvd.) into the proposed subdivision.

RECOMMENDATION

Staff recommends **approval** of the final plat and plans for Hawks Preserve at Port Orange Plantation - Phase I, subject to approval of the subdivision variance to waive the requirement to extend Peach Blossom Blvd. into this subdivision.

ATTACHMENTS

Exhibit A - Plat for Hawks Preserve at Port Orange Plantation Phase I
Exhibit B - Lot Configuration for Hawks Preserve at Port Orange Plantation Phase I
Exhibit C - Previous Port Orange Plantation Master Plan

Exhibit A

RECEIVED
APR 16 2015
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

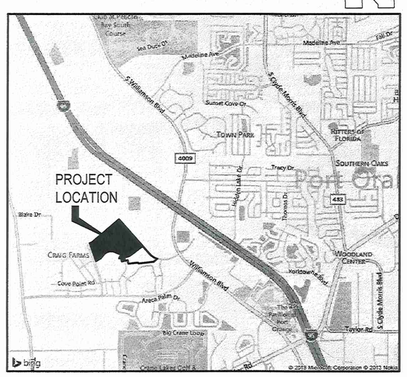
COMMENCING AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S58°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°39'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119–122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD, A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S88°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE DEPARTING SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, N20°23'26"W, 174.10 FEET; THENCE S69°36'34"W, 80.16 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1300.00 FEET AND CENTRAL ANGLE OF 03°29'16" WITH A CHORD BEARING N21°41'33"E; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE POINT OF BEGINNING.

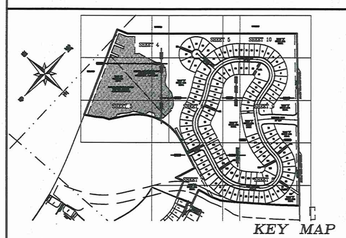
CONTAINING 2,516,248 SQUARE FEET OR 57.765 ACRES MORE OR LESS.

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3922, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3928, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5957, PAGE 4219, O.R. BOOK 5987, PAGE 4252, O.R. BOOK 5990, PAGE 2817, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4969, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6298, PAGE 1319, RE RECORDED IN O.R. BOOK 5304, PAGE 4566 AND CORRECTED IN O.R. BOOK 6355, PAGE 4286, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.





ABBREVIATIONS

SEC	SECTION	CB	CHORD BEARING
TWP	TOWNSHIP	CH	CHORD
RGE	RANGE	ORB	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT	PG	PAGE
POB	POINT OF BEGINNING	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
P.R.M.	PERMANENT REFERENCE MONUMENT	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
R/W	RIGHT OF WAY	D.E.	DRAINAGE EASEMENT
C.M.	CONCRETE MONUMENT	M.E.	MAINTENANCE EASEMENT
NR	NOT RADIAL	A.E.	ACCESS EASEMENT
D	DELTA / CENTRAL ANGLE	U.E.	UTILITY EASEMENT
R	RADIUS / RADIAL	C.E.	CONSERVATION EASEMENT
L	ARC LENGTH	ESMT.	EASEMENT

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com

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SHEET 1 OF 10

PLAT BOOK _____ PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I", 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, ROADS AND OTHER RIGHTS–OF–WAY 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 DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A", "B", "C", "D" AND "E" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.. A CONSERVATION EASEMENT OVER THE S.J.R.W.M.D. CONSERVATION AREAS AS SHOW HEREON IS GRANTED TO THE CITY OF PORT ORANGE.

IN WITNESS WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW, AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____, 2____.

SIGNED AND SEALED IN THE PRESENCE OF:

D.R. HORTON, INC.

_____ BY: _____

PRINTED NAME: _____ WALLACE G. INGHRAM
ASSISTANT SECRETARY OF D.R. HORTON, INC.

_____

PRINTED NAME: _____ (CORPORATE SEAL)

STATE OF _____, COUNTY OF _____

THIS IS TO CERTIFY THAT, ON _____, 2____, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED WALLACE G. INGHRAM, ASSISTANT SECRETARY OF D.R. HORTON, INC. TO ME KNOWN TO BE THE PERSONS WHO FOR AND ON BEHALF OF D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, EXECUTED THE FOREGOING DEDICATION FOR AND ON BEHALF OF SAID CORPORATION.

HE (IS)_____(IS NOT)_____
KNOWN TO ME OR HAS PRODUCED _____AS IDENTIFICATION
AND HE (HAS)_____(HAS NOT)_____TAKEN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ SEAL

NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRE:
TITLE/RANK:
COMMISSION NUMBER:

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, AT _____ AM/PM, FILE NO._____

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. 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 "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

_____ DATE _____

J.E. ZAPERT
P.L.S. NO. 4046
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127

SLIGER & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 3019

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE — CITY CLERK OF THE CITY OF PORT ORANGE

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION _____ ON

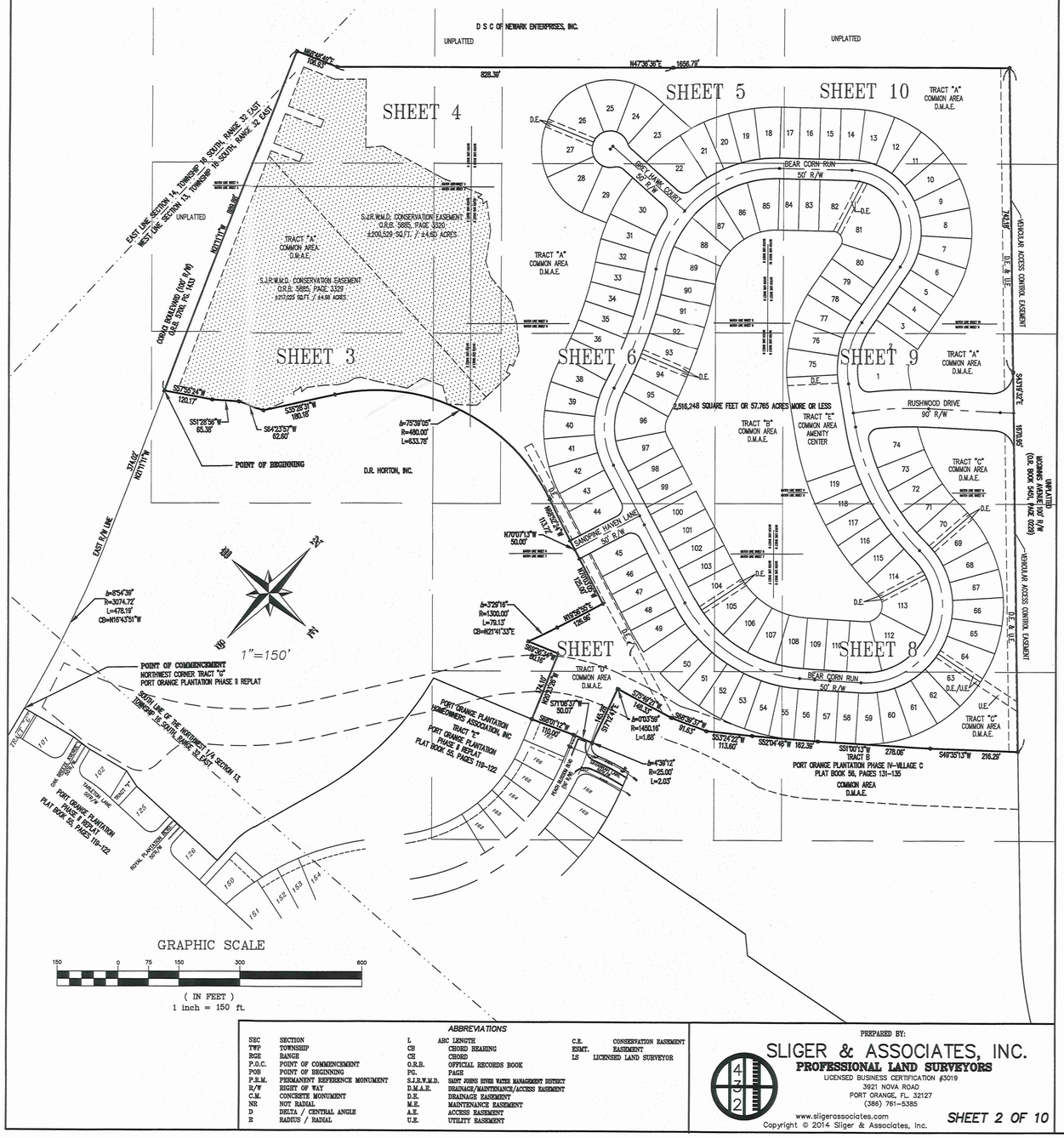
BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 1, 4/14/2015 6:46:16 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5705, PAGE 3852, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3929, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4969, AND O.R. BOOK 6105, PAGE 4972, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RE RECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:
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LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
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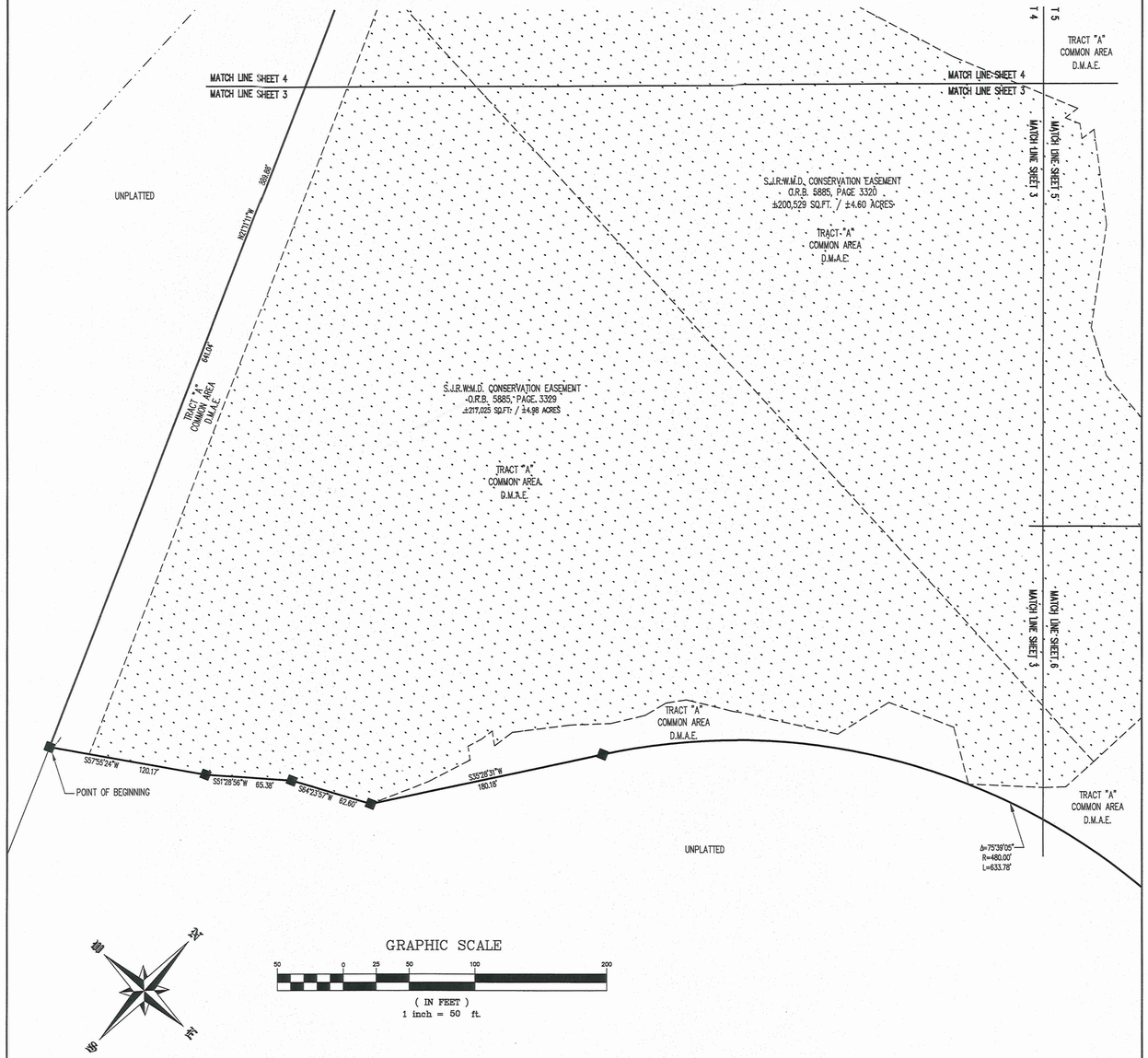
SHEET 2 OF 10

K:\PLATS\PORT ORANGE PLANTATION NORTH\Port Orange Plantation Phase IV-Village A-B.dwg, SHEET 2, 4/14/2015 6:46:23 AM, KIP 7170 Series.pc3, 1:1, 0H

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#6019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.2800333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
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    MAXIMUM BUILDING COVERAGE = 50%
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LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'40"W
C6	5.78	850.00	0°23'23"	N14°17'40"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2035.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'36"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C34	10.33	22.70	26°04'41"	S81°59'08"W
C35	10.33	22.70	26°04'41"	S81°59'08"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillagesAB.dwg, SHEET 3, 4/14/2015 6:46:28 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

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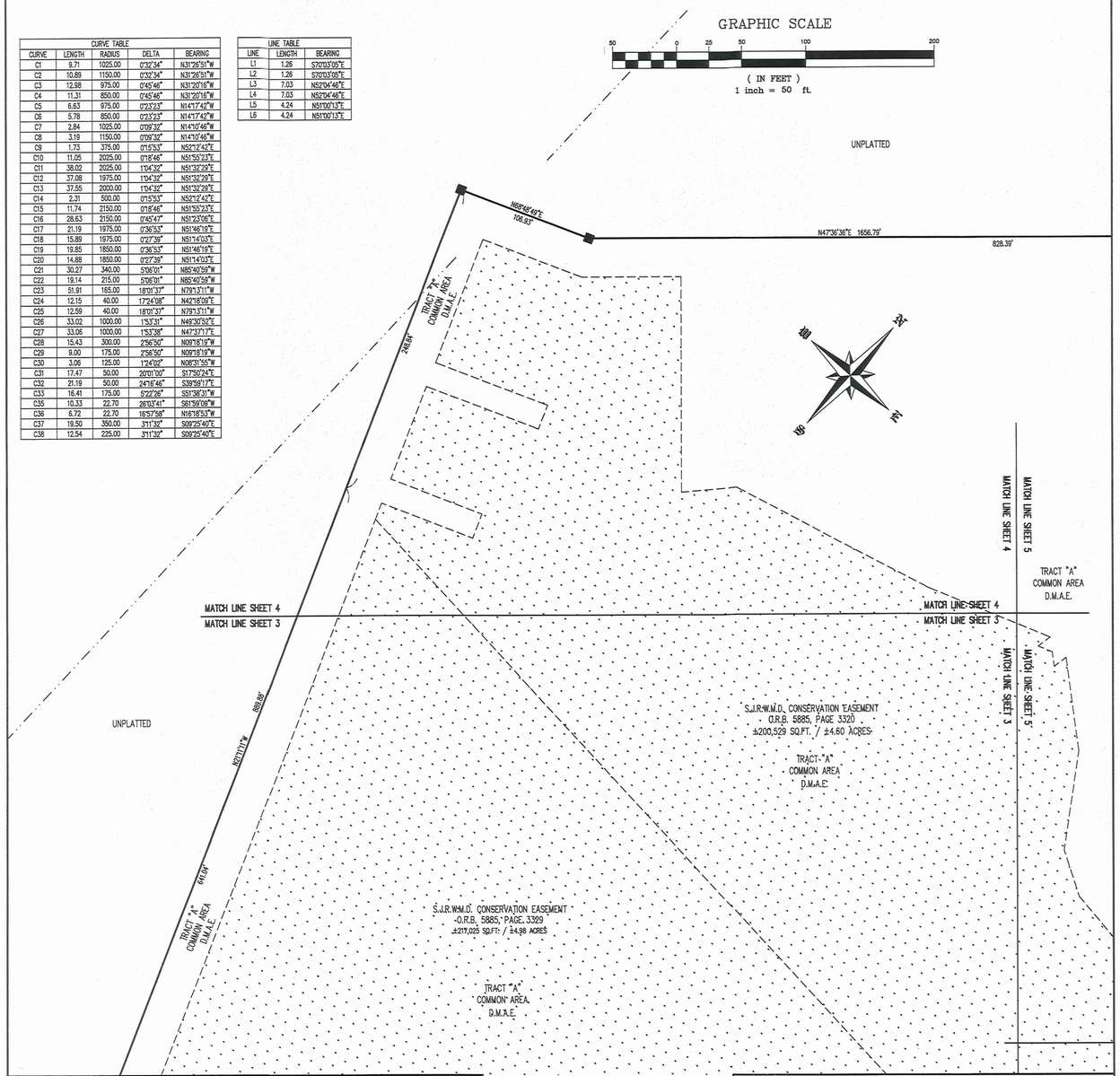

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.R.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
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P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
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PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

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4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5307, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5705, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3826, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3817, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4869, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6295, PAGE 1316, RE RECORDED IN O.R. BOOK 6304, PAGE 4259 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 4, 4/14/2015 6:46:33 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°35'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°35'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°31'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°31'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E

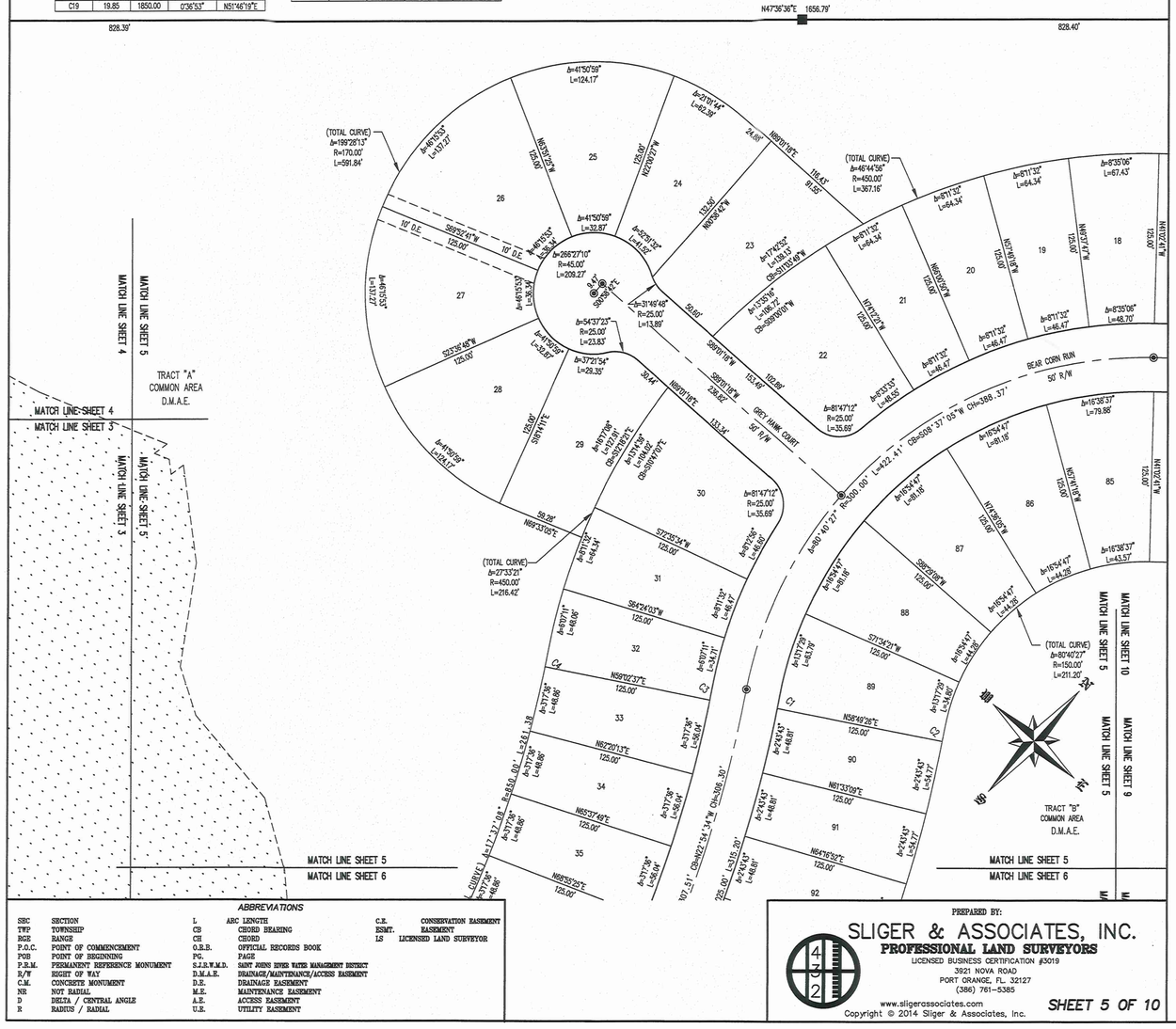
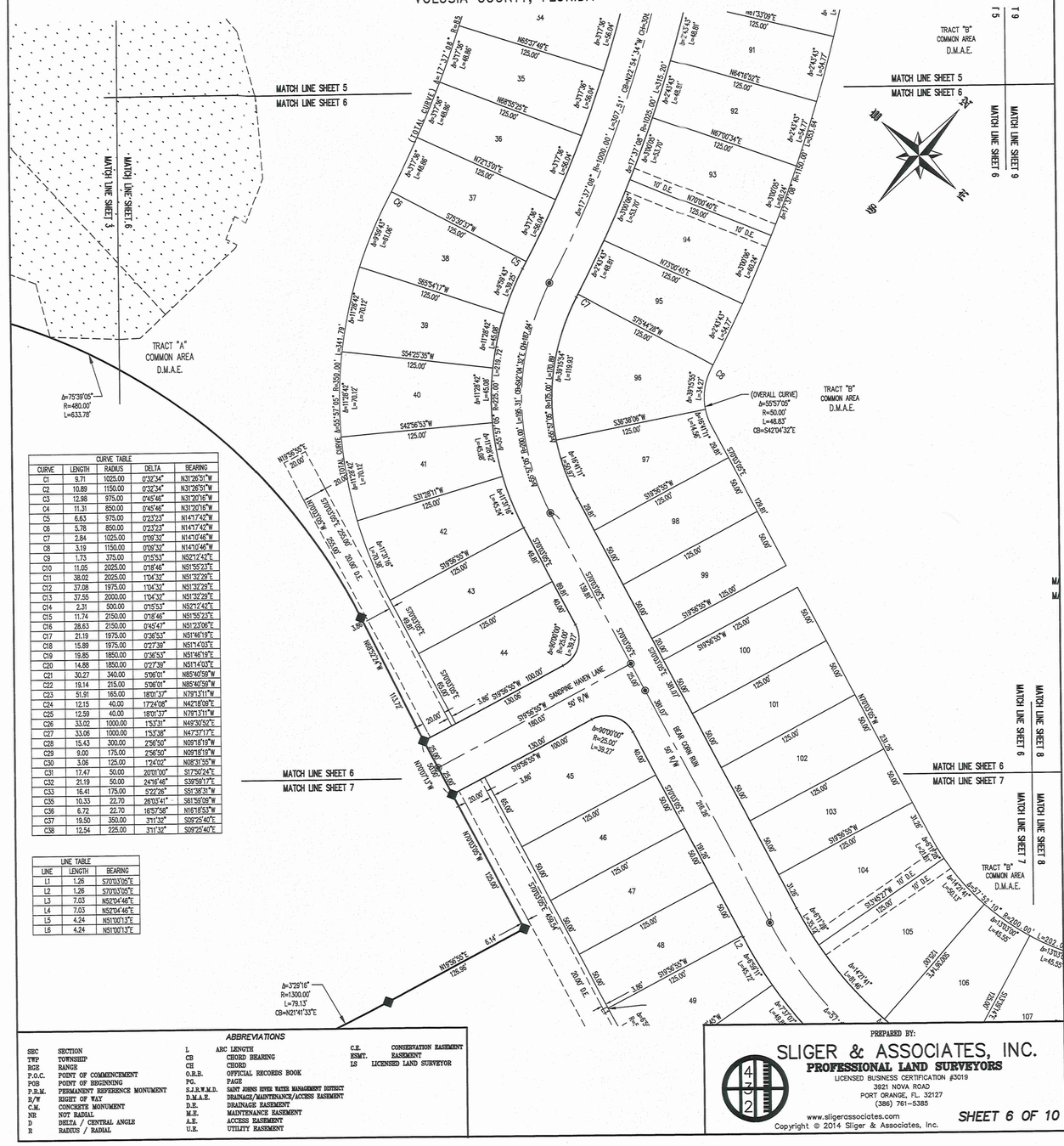

UNPLATTED
N47°36'36"E 1656.79'
828.39'
828.40'
(TOTAL CURVE) Δ=199°28'13" R=170.00' L=591.84'
Δ=41°50'59" L=124.17'
Δ=41°50'59" L=32.87'
Δ=266°27'10" R=45.00' L=209.27'
Δ=54°37'23" R=25.00' L=23.83'
Δ=37°21'54" L=29.35'
Δ=81°47'12" R=25.00' L=35.69'
Δ=87°01'44" L=402.56'
Δ=46°15'53" L=135.27'
Δ=46°15'53" L=36.34'
Δ=46°15'53" L=100.34'
Δ=31°45'46" R=25.00' L=13.89'
Δ=41°50'59" L=32.87'
Δ=46°44'56" R=450.00' L=367.16'
Δ=87°11'32" L=64.34'
Δ=87°11'32" L=46.47'
Δ=8°35'06" L=67.43'
Δ=8°35'06" L=48.70'
Δ=16°38'37" L=79.85'
Δ=16°36'37" L=43.57'
Δ=80°40'27" R=150.00' L=422.41' CB=S08°37'05"W CH=388.37'
(TOTAL CURVE) Δ=80°40'27" R=150.00' L=211.20'
(TOTAL CURVE) Δ=27°33'21" R=450.00' L=216.42'
Δ=87°11'32" L=64.34'
Δ=87°11'32" L=46.47'
Δ=87°11'32" L=34.71'
Δ=37°17'26" L=48.86'
Δ=37°17'26" L=58.04'
Δ=37°17'26" L=48.86'
Δ=37°17'26" L=58.04'
Δ=37°17'26" L=48.86'
Δ=37°17'26" L=48.86'
Δ=24°43'43" L=48.81'
Δ=24°43'43" L=34.71'
Δ=24°43'43" L=48.81'
Δ=24°43'43" L=34.71'
Δ=24°43'43" L=48.81'
Δ=24°43'43" L=34.71'
Δ=16°54'47" L=48.18'
Δ=16°54'47" L=48.18'
Δ=16°54'47" L=48.18'
Δ=16°54'47" L=44.28'
Δ=16°54'47" L=44.28'
Δ=13°17'25" L=63.76'
Δ=13°17'25" L=63.76'
Δ=13°17'25" L=48.86'
Δ=13°17'25" L=48.86'
Δ=47°42'55" R=450.00' L=375.00' CB=S23°03'49"W
Δ=13°35'14" R=1087.22' CB=S28°07'01"W
Δ=81°47'12" R=25.00' L=35.69'
Δ=8°53'53" L=46.55'
Δ=87°11'32" L=46.47'
Δ=87°11'32" L=64.34'
Δ=87°11'32" L=64.34'
Δ=87°11'32" L=64.34'
Δ=87°11'32" L=46.47

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA


MATCH LINE SHEET 5
MATCH LINE SHEET 6
MATCH LINE SHEET 3
MATCH LINE SHEET 6
TRACT "A" COMMON AREA D.M.A.E.
Δ=75°39'05" R=480.00' L=633.78'
TRACT "B" COMMON AREA D.M.A.E.
MATCH LINE SHEET 5
MATCH LINE SHEET 6
MATCH LINE SHEET 6
MATCH LINE SHEET 7
MATCH LINE SHEET 6
MATCH LINE SHEET 7
MATCH LINE SHEET 8
MATCH LINE SHEET 8
SANDPINE HAVEN LANE 50' R/W
BEAR CORN RUN 50' R/W
(OVERALL CURVE) Δ=55°57'05" R=50.00' L=48.83' CB=S42°04'32"E
TRACT "B" COMMON AREA D.M.A.E.
TRACT "B" COMMON AREA D.M.A.E.
(OVERALL CURVE) Δ=55°57'05" R=1025.00' L=1001.31' CB=S62°04'32"E
Δ=3°29'16" R=1300.00' L=79.13' CB=N21°41'33"E
N15°58'55"E 126.96'
N10°01'05"W 125.00'
N10°01'05"W 125.00'
N10°01'05"W 113.74'
S70°03'05"E 6.14'
S70°03'05"E 7.03'
S52°04'46"E 6.14'
S37°55'14"W 20.00'
S52°04'46"E 20.00'
S37°55'14"W 20.00'
S52°04'46"E 20.00'
S37°55'14"W 20.00'
S52°04'46"E 20.00

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HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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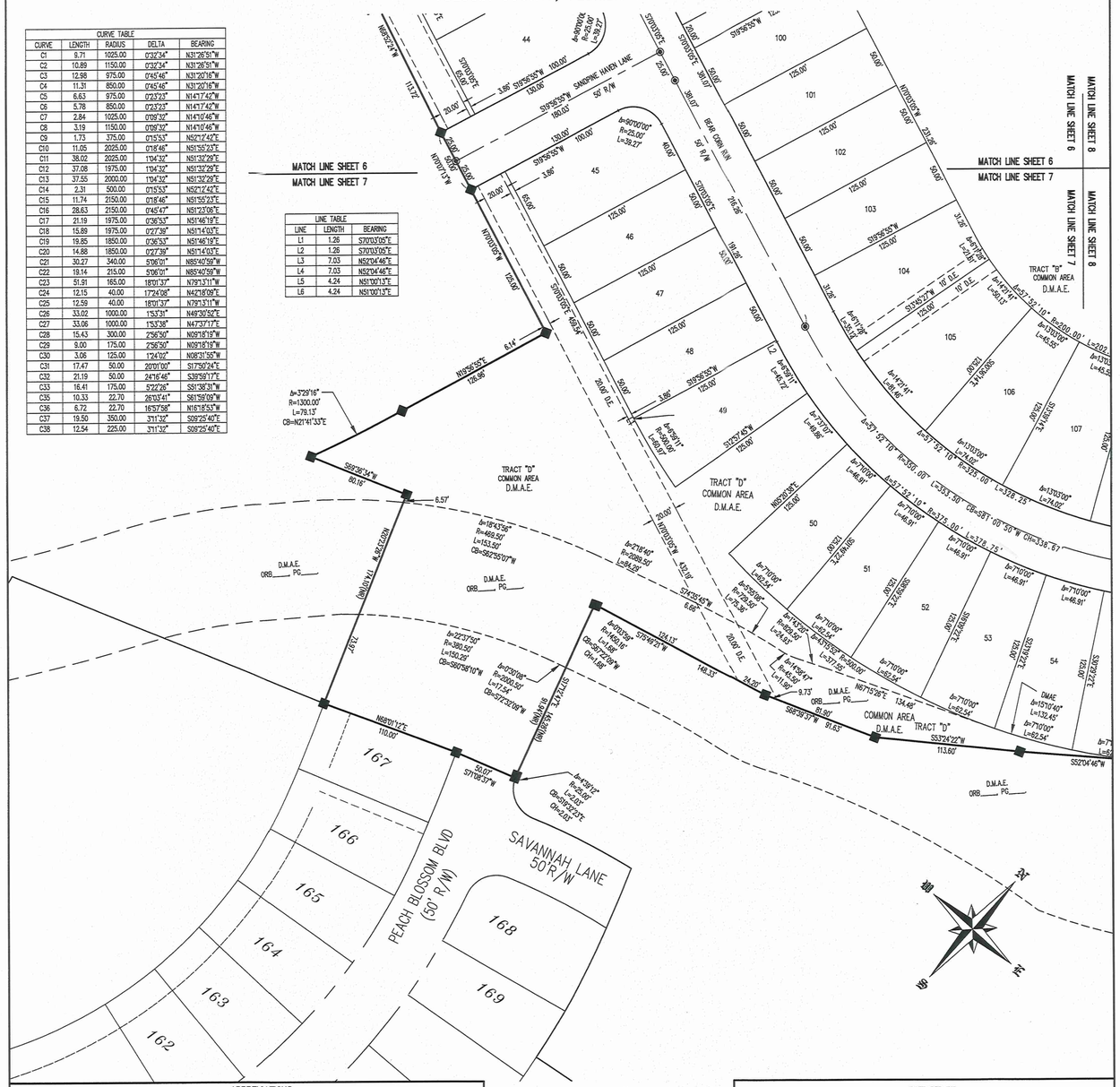

ABBREVIATIONS					
SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTERAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

www.sligerassociates.com

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SHEET 7 OF 10

PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

GRAPHIC SCALE

50 0 25 50 100 200

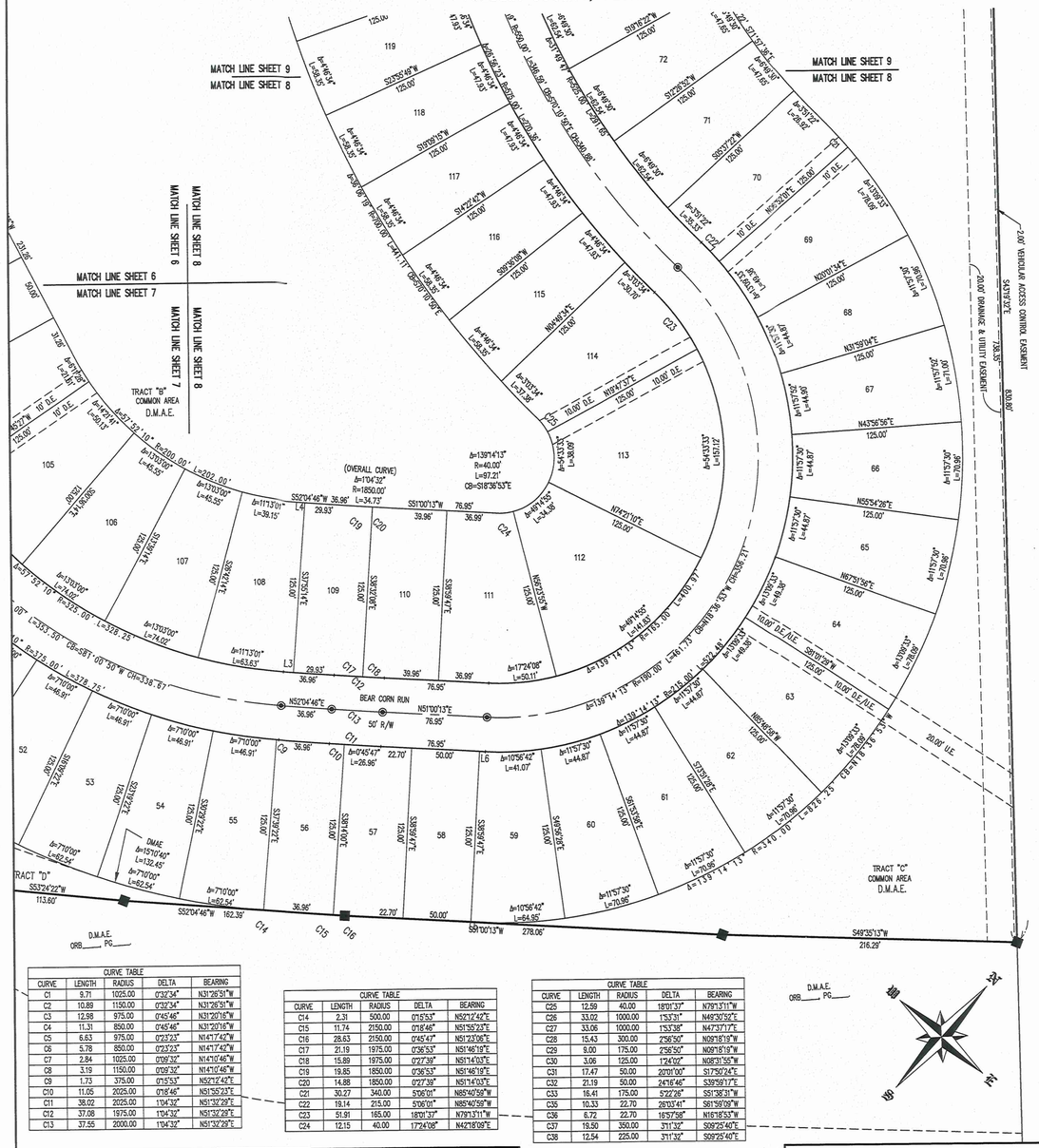
(IN FEET)
1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageA5.dwg, SHEET 7, 4/14/2015 6:46:48 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



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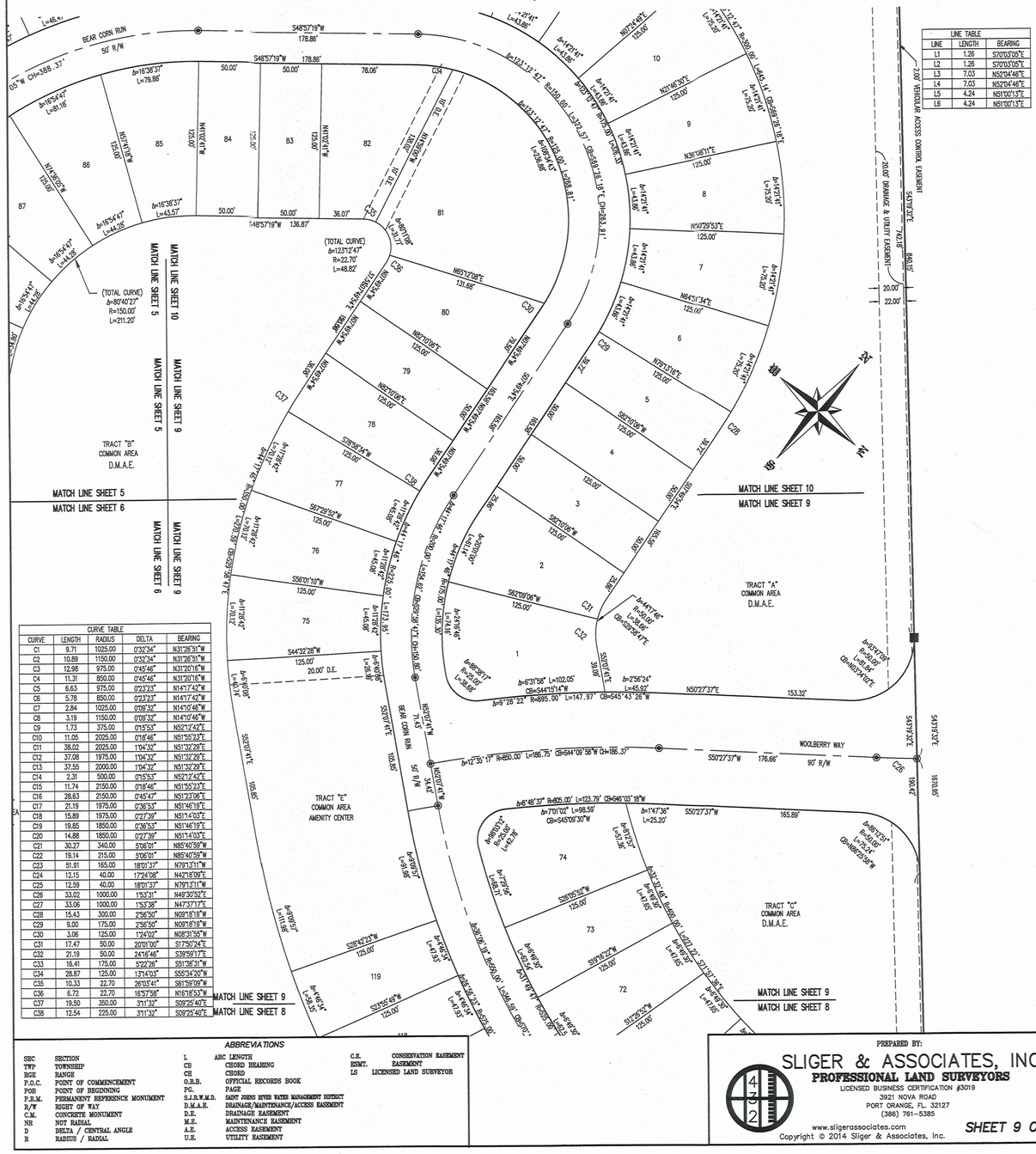

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
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C4	11.31	850.00	0°45'46"	N31°20'16"W
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C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
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C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'18"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S91°36'31"W
C34	28.87	125.00	13°14'03"	S85°34'20"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
Δ	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

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PORT ORANGE, FL. 32127
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www.sligerassociates.com

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SHEET 9 OF 10

PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 157, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 9, 4/14/2015 6:46:58 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
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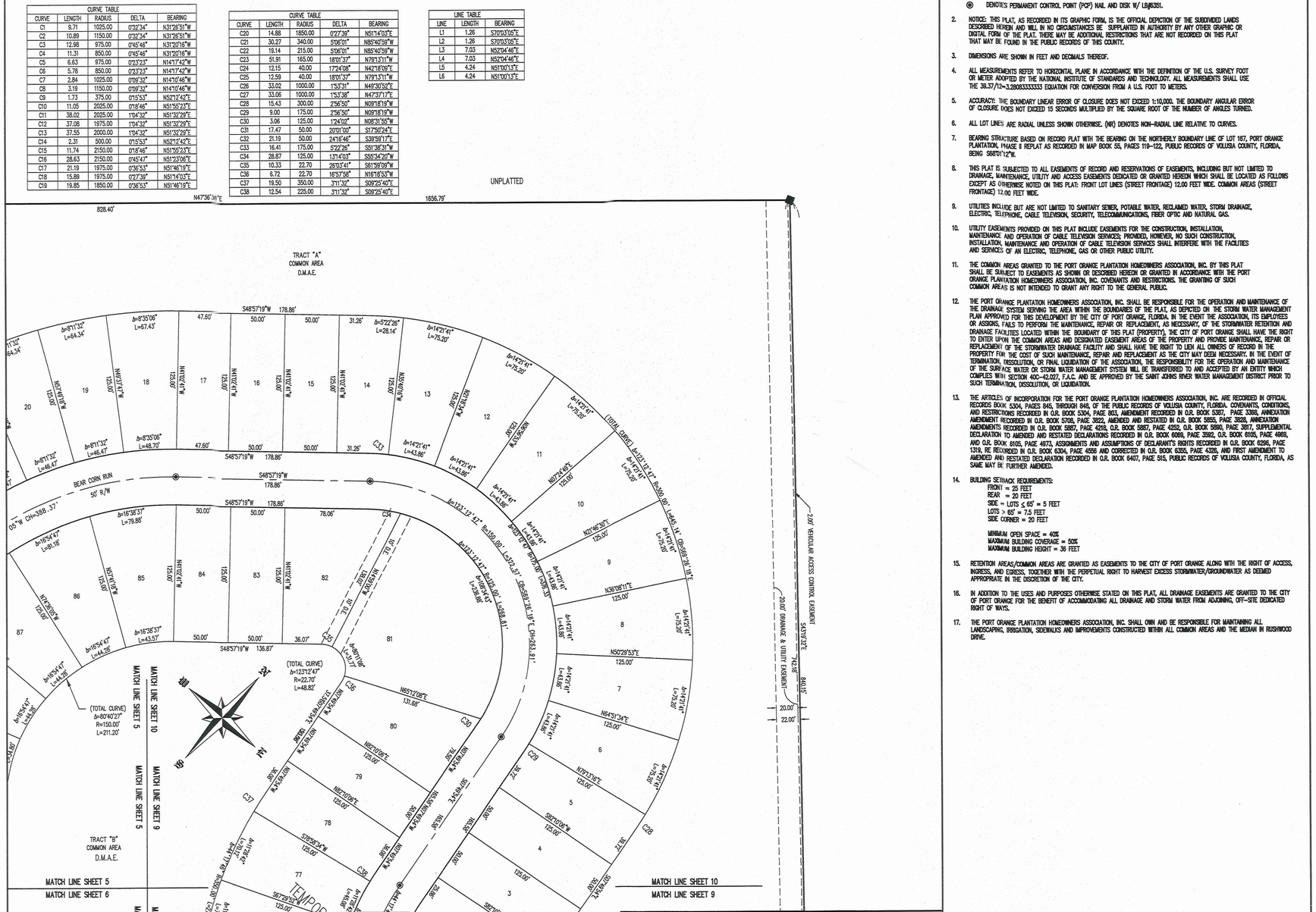

ABBREVIATIONS

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SHEET 10 OF 10

PLAT BOOK _____ PAGE _____

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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40D-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 849, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5357, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3828, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4216, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3817, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4969, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6298, PAGE 1319, RE RECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 915, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

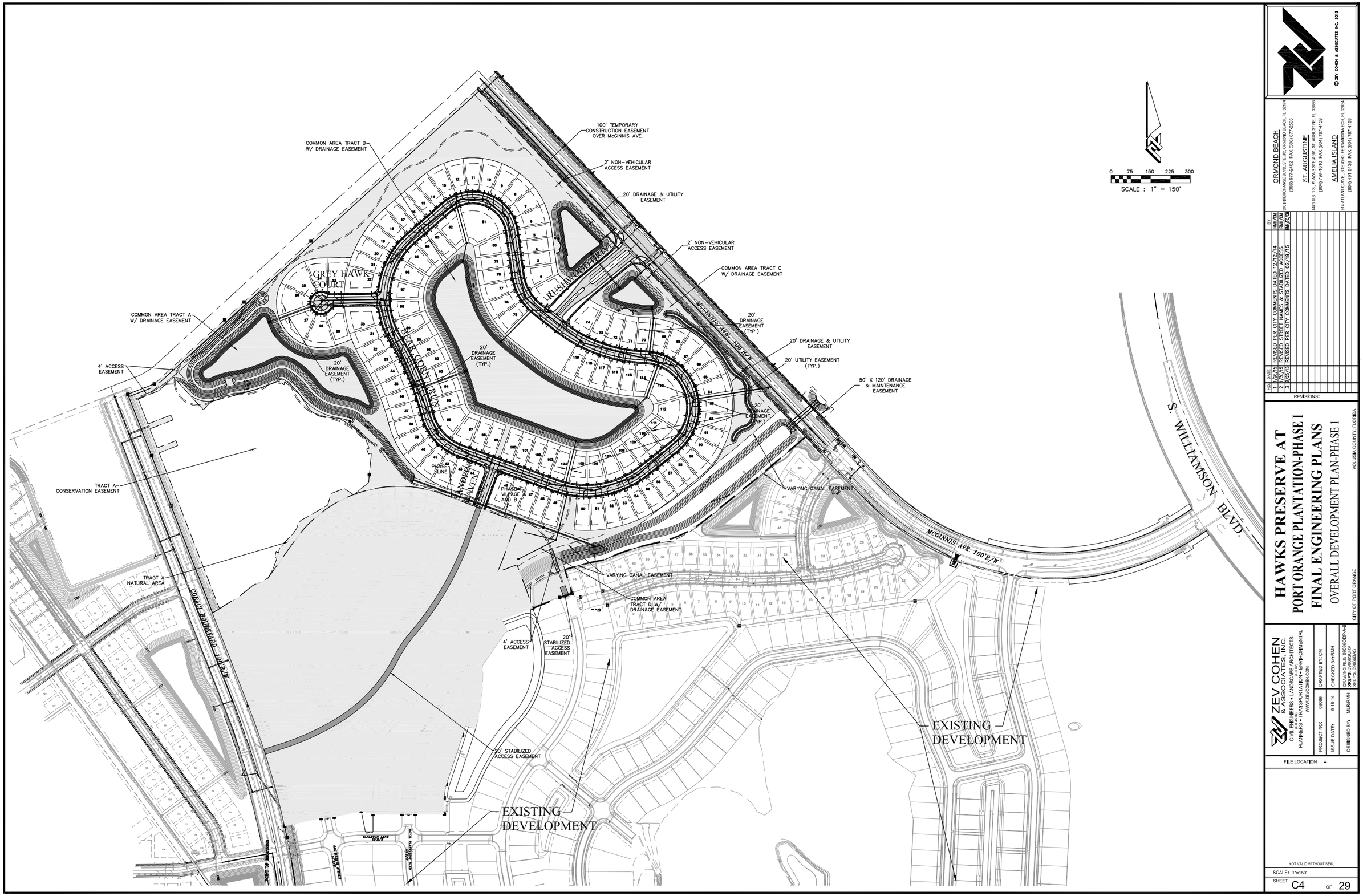
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 10, 4/14/2015 6:47:03 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit B



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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4475 U.S. 1 S., PLAZA S STE # 601, ST. AUGUSTINE, FL 32086
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AMELIA ISLAND
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(904) 491-5436 FAX (904) 797-4159

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NO.	DATE		BY
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	8/19/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	9/29/15	REVISED PER CITY COMMENTS DATED 09/19/15	RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

OVERALL DEVELOPMENT PLAN-PHASE 1

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO:	09066
ISSUE DATE:	9-18-14
DESIGNED BY:	MLB/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066DDP-A4-B
XREFS:	09066SURV
XREFS:	09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C4 OF 29

Exhibit C - Previous Port Orange Plantation Master Plan (2003)

Canal was planned to be piped and routed to the northern perimeter of development.

Not Developed per Master Plan

Roads proposed not to be extended into the Hawks Preserve Phase I & II subdivisions

PH IV- Village C

PH I

PH III

PH II

Canal

FUTURE CITY PARK

SITE DATA

SINGLE FAMILY PARCEL AREA:	137.03 Acres
MULTI-FAMILY PARCEL AREA:	46.85 Acres
TOTAL SITE AREA:	183.88 Acres

SINGLE FAMILY UNITS (TYPE A)=264 (50' WIDE)
SINGLE FAMILY UNITS (TYPE B)= 94 (60' WIDE)
SINGLE FAMILY UNITS (TYPE C)= 51 (70' WIDE)
TOTAL SINGLE FAMILY UNITS = 409
AVERAGE LOT AREA = 6,000 SQ.FT.

LOT TYPES BY PHASE	
PHASE I	
60' WIDE	42
70' WIDE	48
PHASE II	
50' WIDE	102
60' WIDE	2
PHASE III	
60' WIDE	50
70' WIDE	3
PHASE IV	
50' WIDE	93
PHASE V	
50' WIDE	69

BLDGS. TYPES BY PHASE	
PHASE I	
8 UNIT	19
6 UNIT	4
TOTAL UNITS – PHASE	176
PHASE II	
8 UNIT	39
6 UNIT	3
TOTAL UNITS – PHASE	330
TOTAL UNITS – PROJE	506

MULTI-FAMILY UNITS (TYPE A)=58 (8 UNITS/BLDG.)
MULTI-FAMILY UNITS (TYPE B)= 7 (6 UNITS/BLDG.)
TOTAL: 65 BLDG. OR 506 UNITS

SINGLE-FAMILY RESIDENTIAL SETBACKS	
FRONT	25'
REAR	20'
SIDE (< 65' wide)	5'
SIDE (> 65' wide)	7.5'
SIDE CORNER	20'

MULTI-FAMILY RESIDENTIAL SETBACKS	
FRONT	15'
REAR	25'
SIDE (ATTACHED UNIT)	0'
SIDE (BETWEEN BUILDINGS)	15'
SIDE CORNER	15'

LEGEND

PROPOSED GRADE
EXISTING GRADE
EXISTING CONTOUR
FIRE HYDRANT ASSEMBLY
DOUBLE RECLAIMED WATER SERVICE
DOUBLE WATER SERVICE
SANITARY SEWER SERVICE
JUNCTION BOX
SANITARY SEWER MANHOLE
20' D.M. AND A. EASEMENT (TYP)
20' DRAINAGE MAINTENANCE AND ACCESS EASEMENT (TYP)
GV GATE VALVE
PVC POLYVINYL CHLORIDE
WM WATER MAIN
FH FIRE HYDRANT
FM FORCE MAIN
STREET LIGHT

FRED M. HARPSTER – P.E./P.L.S. #4724/#1127 3/7/04
NOT VALID UNLESS EMBOSSED SEAL IS AFFIXED

NO.	DATE	REVISIONS	BY
1.	11/3/03	REVISED PER PORT ORANGE COMMENTS DATED 9/25/03	RPJ
2.	12/09/03	REVISED PER PORT ORANGE COMMENTS DATED 12/15/03	RPJ
4.	1/11/04	REVISED PER UTILITY REPORT	RPJ
5.	1/19/04	REVISED PER VOLUSIA COUNTY SUBMITTAL	RPJ
6.	1/27/04	REVISED FOR S.JWMD	RPJ
7.	3/5/04	REVISED PER VOLUSIA COUNTY & PORT ORANGE COMMENTS	RPJ

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HARPSTER ENGINEERING & SURVEYING, INC.
CONSULTANTS CIVIL ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS #6351 PHONE: (386) 253-3241 FAX: (386) 253-2502
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
E-MAIL: mail@harpstereng.com

PORT ORANGE PLANTATION - PHASE I
OVERALL DEVELOPMENT PLAN

DRAWN BY: RPJ
CHECKED BY: FMH
DATE: 4/18/03
SCALE: 1"= 200'
JOB NO: 02-017
DWG: 02017CP-ODP
XREF: 02017CP-BAS.DWG EXIST_TOPO.DWG
SHEET 2 OF 35 SHEETS

J:\eprojects\Projects\2002-017 Port Orange Plantation\DWG\CP-ODP.dwg, 3/6/2004 2:19:15 PM, RPJ

RECEIVED
APR 16 2015
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°39'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119–122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD, A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S88°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE DEPARTING SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, N20°23'26"W, 174.10 FEET; THENCE S69°36'34"W, 80.16 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1300.00 FEET AND CENTRAL ANGLE OF 03°29'16" WITH A CHORD BEARING N21°41'33"E; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,516,248 SQUARE FEET OR 57.765 ACRES MORE OR LESS.

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LBJ#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LBJ#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LBJ#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
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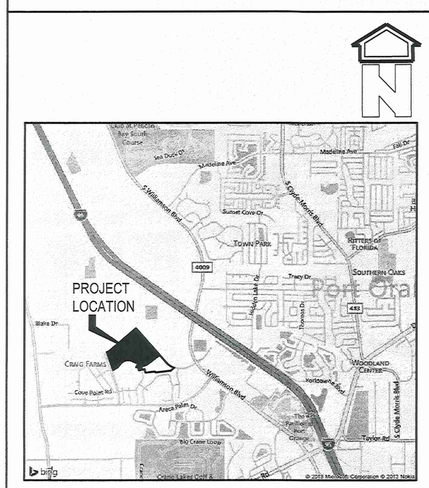
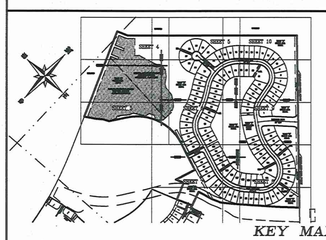


LOCATION MAP NOT TO SCALE



KEY MAP
SCALE: 1"=700'

ABBREVIATIONS

SEC	SECTION	CB	CHORD BEARING
TWP	TOWNSHIP	CH	CHORD
RGE	RANGE	ORB	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT	PG	PAGE
POB	POINT OF BEGINNING	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
P.R.M.	PERMANENT REFERENCE MONUMENT	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
R/W	RIGHT OF WAY	D.E.	DRAINAGE EASEMENT
C.M.	CONCRETE MONUMENT	M.E.	MAINTENANCE EASEMENT
NR	NOT RADIAL	A.E.	ACCESS EASEMENT
D	DELTA / CENTRAL ANGLE	U.E.	UTILITY EASEMENT
R	RADIUS / RADIAL	C.E.	CONSERVATION EASEMENT
L	ARC LENGTH	ESMT.	EASEMENT

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com

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SHEET 1 OF 10

PLAT BOOK _____ PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I", 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, ROADS AND OTHER RIGHTS–OF–WAY 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 DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A", "B", "C", "D" AND "E" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.. A CONSERVATION EASEMENT OVER THE S.J.R.W.M.D. CONSERVATION AREAS AS SHOW HEREON IS GRANTED TO THE CITY OF PORT ORANGE.

IN WITNESS WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW, AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____, 2____.

SIGNED AND SEALED IN THE PRESENCE OF:

D.R. HORTON, INC.

_____ BY: _____

PRINTED NAME: _____ WALLACE G. INGHRAM
ASSISTANT SECRETARY OF D.R. HORTON, INC.

_____

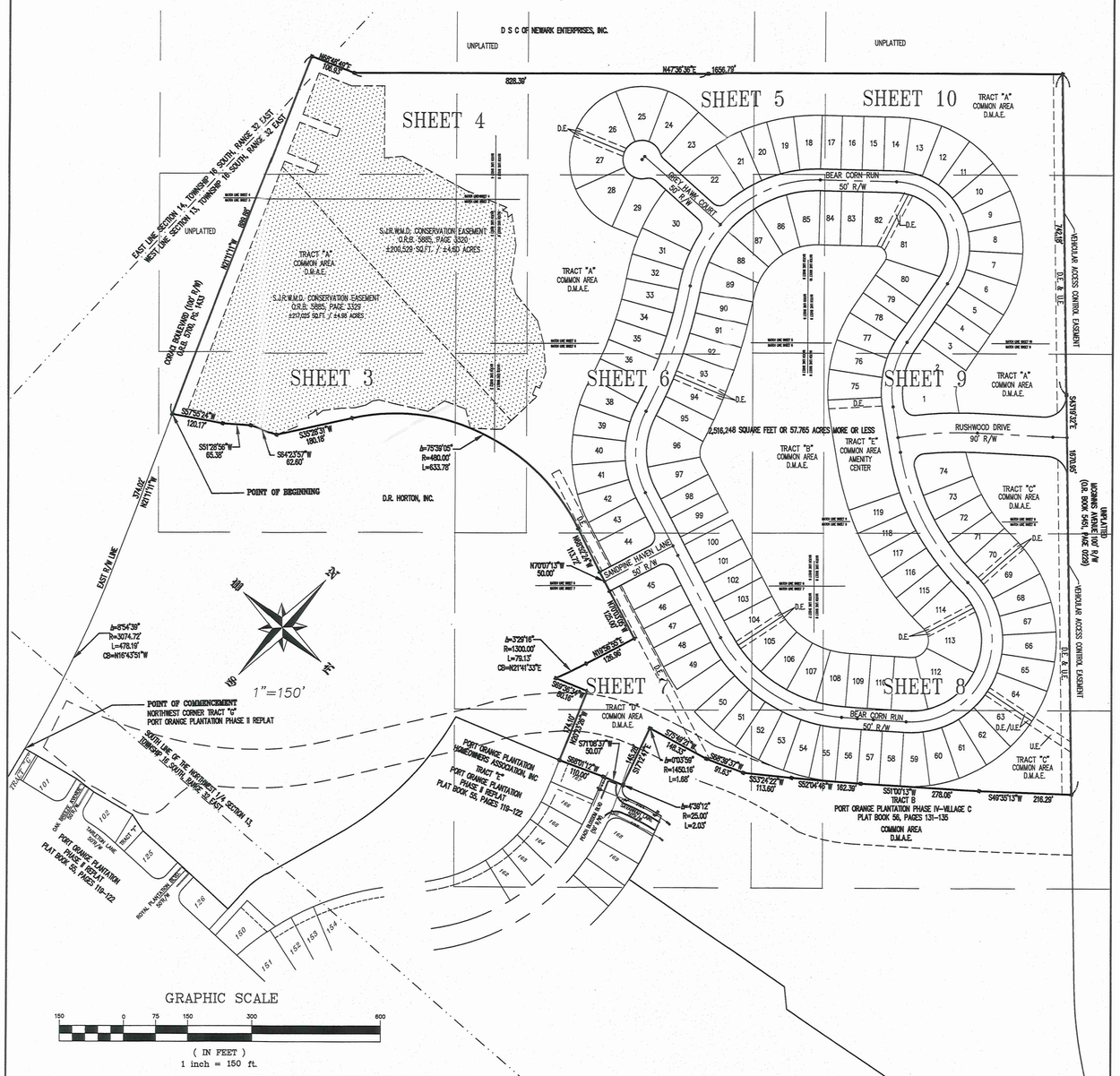
PRINTED NAME: _____ (CORPORATE SEAL)

STATE OF _____, COUNTY OF _____

THIS IS TO CERTIFY THAT,

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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 P.L.T. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5357, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3852, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3929, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4969, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RE RECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
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R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

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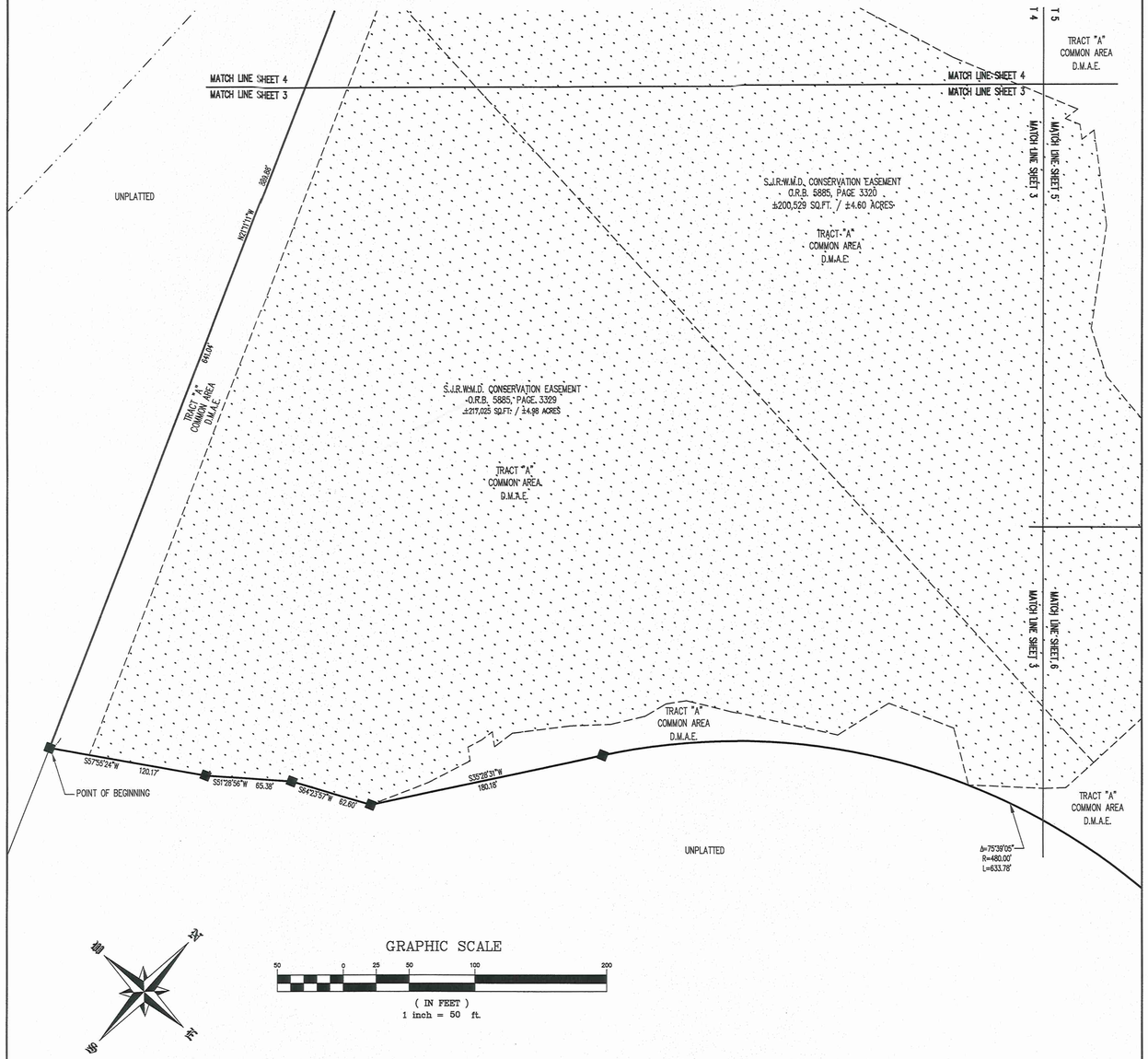
SHEET 2 OF 10

K:\PLATS\PORT ORANGE PLANTATION NORTH\Port Orange Plantation Phase IV-Village AB.dwg, SHEET 2, 4/14/2015 6:46:23 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'40"W
C6	5.78	850.00	0°23'23"	N14°17'40"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2035.00	1°04'09"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'36"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°04'41"	S81°59'08"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

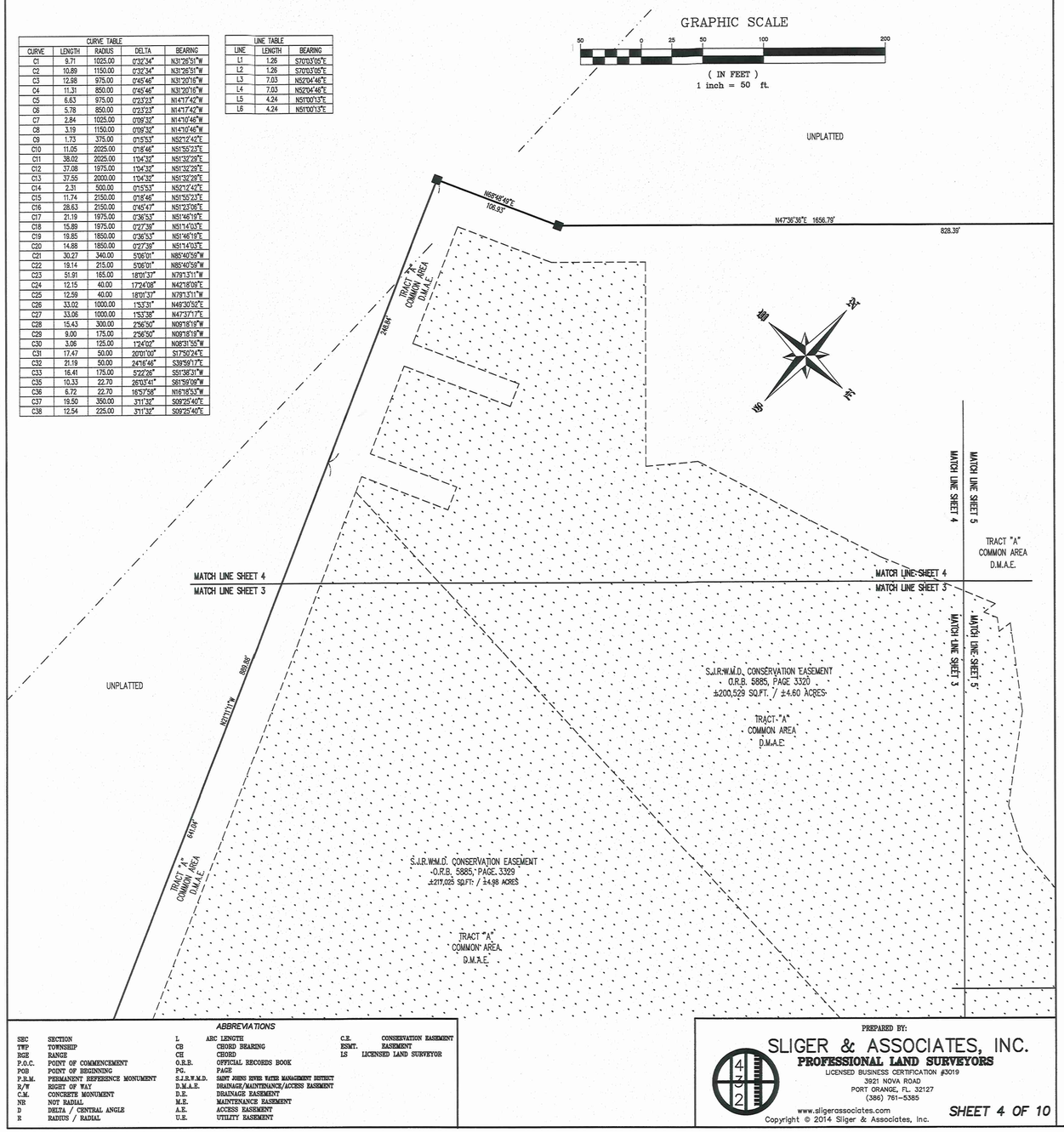
K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAR.dwg, SHEET 3, 4/14/2015 6:46:28 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°25'51"W
C2	10.89	1150.00	0°32'34"	N31°25'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'40"W
C6	5.78	850.00	0°23'23"	N14°17'40"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°31'11"W
C24	12.15	40.00	17°24'08"	N42°18'08"E
C25	12.59	40.00	18°01'37"	N79°31'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'56"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'56"	N16°16'54"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.28	S70°03'05"E
L2	1.28	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E



ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.R.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5705, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3826, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3817, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4869, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6295, PAGE 1316, RE RECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

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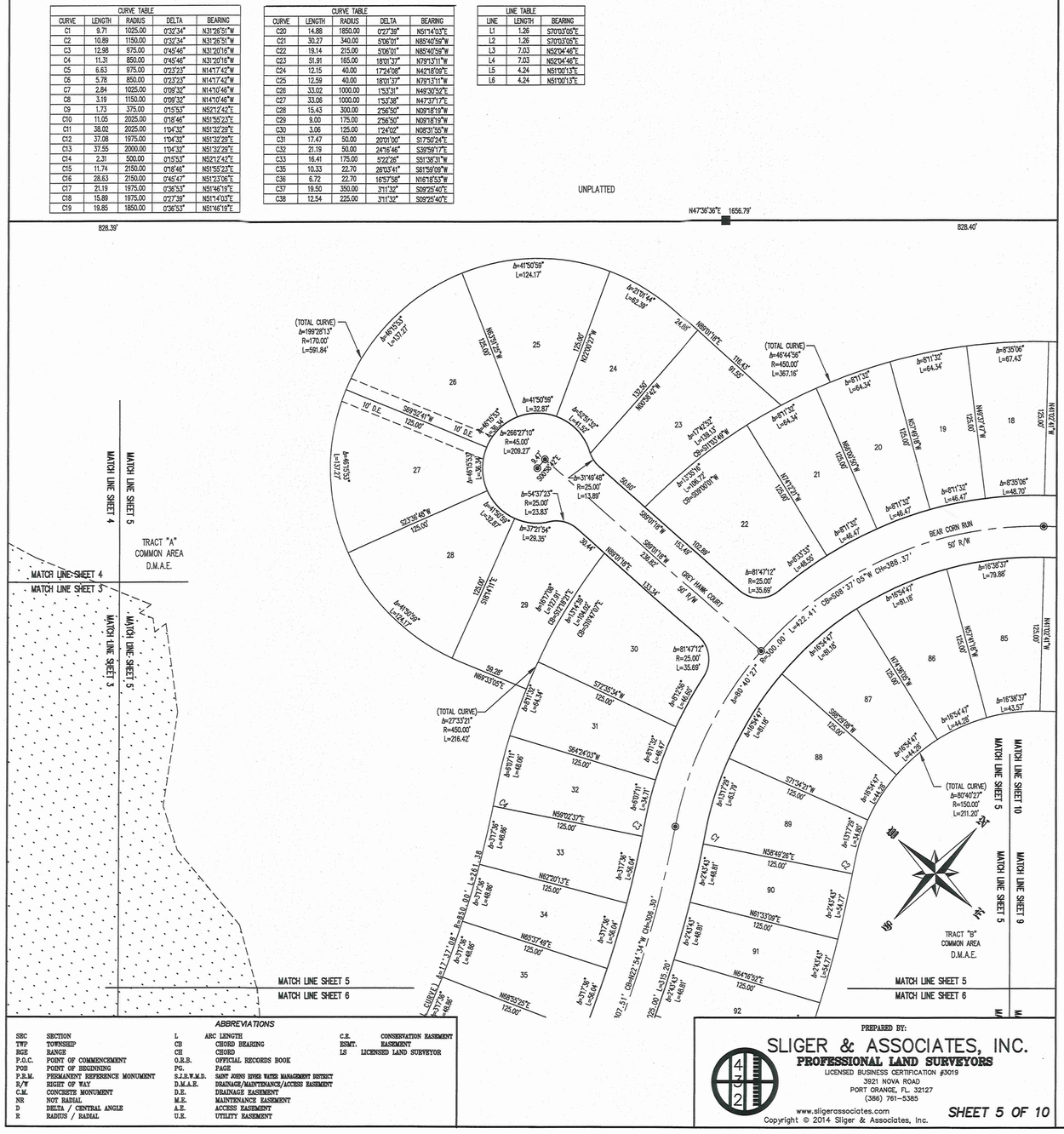
HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°35'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°35'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

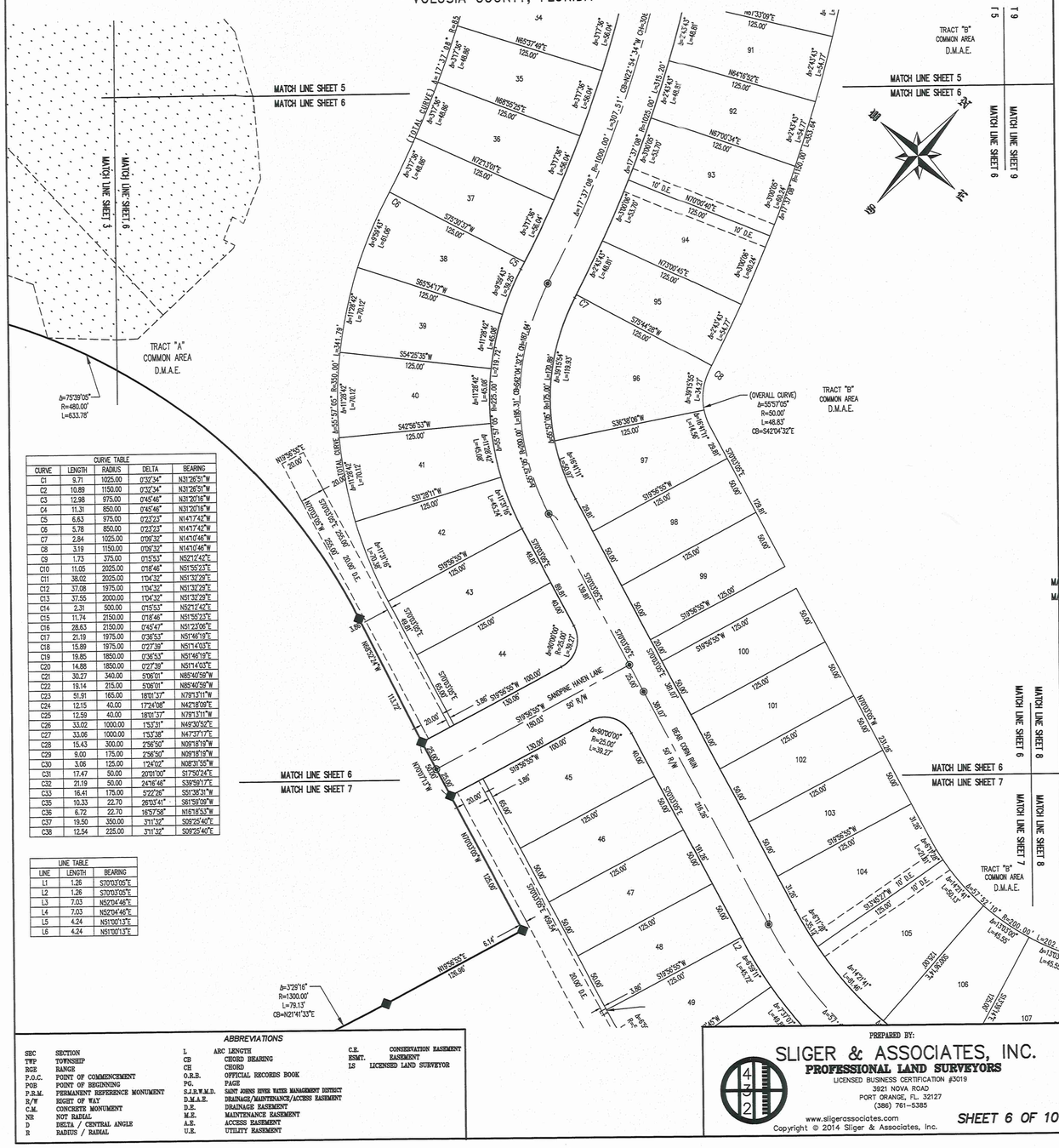
LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E


UNPLATTED
N47°36'36"E 1656.79'
828.39'
828.40'
(TOTAL CURVE) Δ=199°28'13" R=170.00' L=591.84'
Δ=41°50'59" L=124.17'
Δ=4°01'44" L=402.56'
Δ=46°15'53" L=137.27'
Δ=41°50'59" L=32.87'
Δ=266°27'10" R=45.00' L=209.27'
Δ=46°15'53" L=36.34'
Δ=54°37'23" R=25.00' L=23.83'
Δ=31°45'46" R=25.00' L=13.86'
Δ=37°21'54" L=29.35'
Δ=41°50'59" L=32.87'
Δ=46°15'53" L=36.34'
Δ=41°50'59" L=124.17'
(TOTAL CURVE) Δ=27°33'21" R=450.00' L=216.42'
(TOTAL CURVE) Δ=46°44'36" R=450.00' L=367.16'
Δ=81°13'32" L=64.34'
Δ=81°47'12" R=25.00' L=35.69'
Δ=16°35'37" L=79.85'
Δ=16°54'47" L=81.16'
Δ=16°54'47" L=81.16'
Δ=16°54'47" L=84.28'
Δ=16°54'47" L=84.28'
Δ=16°36'37" L=43.57'
(TOTAL CURVE) Δ=80°40'27" R=150.00' L=211.20'
Δ=137°29'55" L=63.76'
Δ=24°45'45" L=46.81'
Δ=24°45'45" L=46.81'
Δ=24°45'45" L=46.81'
Δ=24°45'45" L=46.81'
Δ=137°29'55" L=24.60'
Δ=24°45'45" L=24.77'
Δ=24°45'45" L=24.77'
Δ=24°45'45" L=24.77'
Δ=9°35'06" L=67.43'
Δ=81°13'32" L=64.34'
Δ=81°13'32" L=64.34'
Δ=81°13'32" L=64.34'
Δ=81°13'32" L=46.47'
Δ=81°13'32" L=46.47'
Δ=81°13'32" L=46.47'
Δ=8°35'06" L=48.70'
Δ=8°35'03" L=48.69'
Δ=47°42'55" R=15.00' L=12.49'
Δ=47°42'55" R=15.00' L=12.49'
Δ=47°42'55" R=15.00' L=12.49

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____


MATCH LINE SHEET 5
MATCH LINE SHEET 6
MATCH LINE SHEET 3
TRACT "A" COMMON AREA D.M.A.E.
TRACT "B" COMMON AREA D.M.A.E.
MATCH LINE SHEET 6
MATCH LINE SHEET 7
MATCH LINE SHEET 8
SANDPINE HAVEN LANE
50' R/W
BEAR CORN RUN
50' R/W
(OVERALL CURVE)
Δ=55°57'05"
R=50.00'
L=48.83'
CB=S42°04'32"E
TRACT "B" COMMON AREA D.M.A.E.
TRACT "B" COMMON AREA D.M.A.E.
TRACT "B" COMMON AREA D.M.A.E.
Δ=75°39'05"
R=480.00'
L=633.78'
Δ=3°29'16"
R=1300.00'
L=79.13'
CB=N21°41'33"E
N15°58'25"E
126.96'
N10°01'43"W
125.00'
N79°58'17"W
113.72'
S10°01'43"E
125.00'
S79°58'17"E
113.72

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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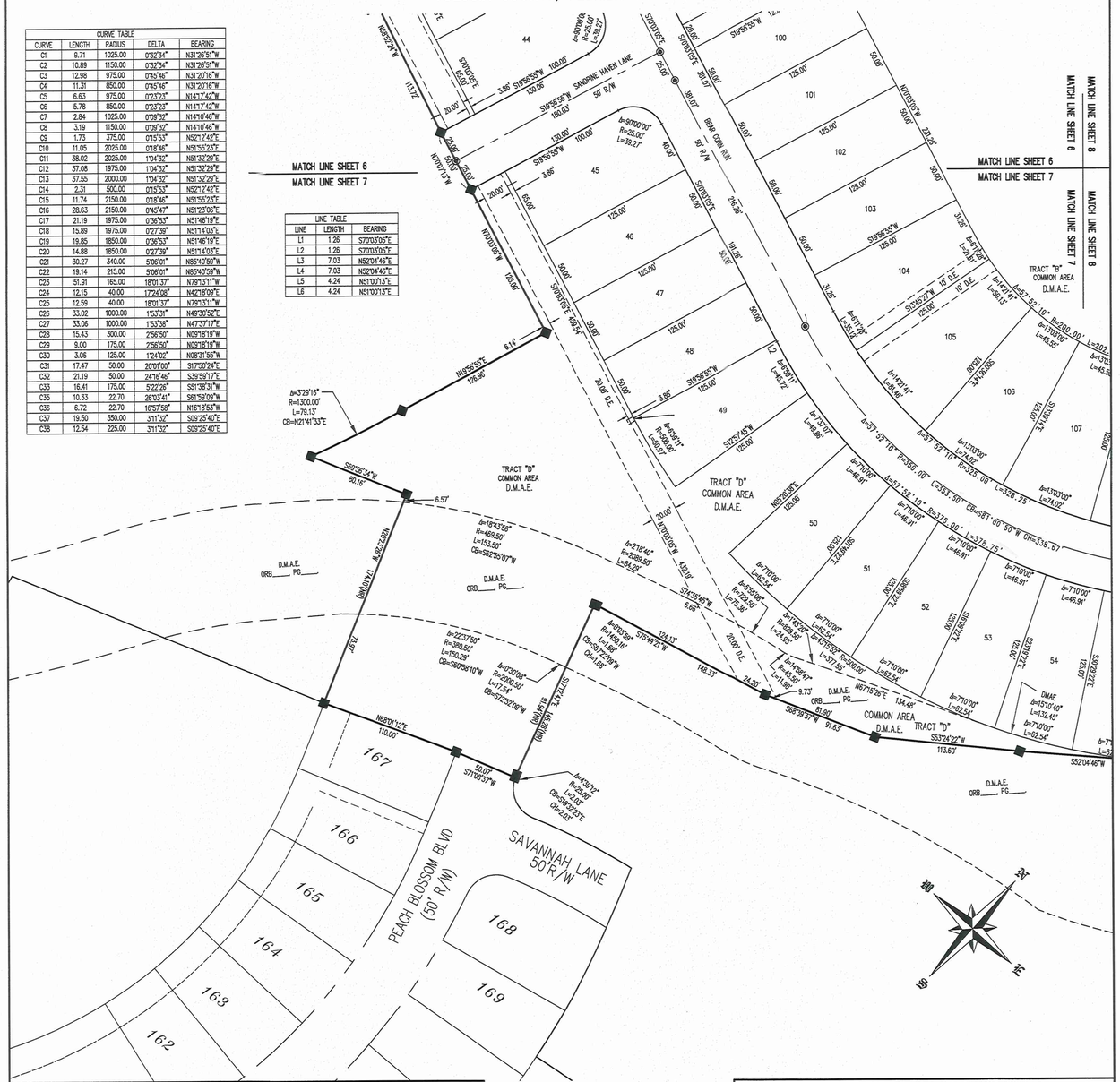
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E



ABBREVIATIONS					
SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTERAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

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PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

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SHEET 7 OF 10

PLAT BOOK ____ PAGE ____

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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.
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7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
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11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

GRAPHIC SCALE

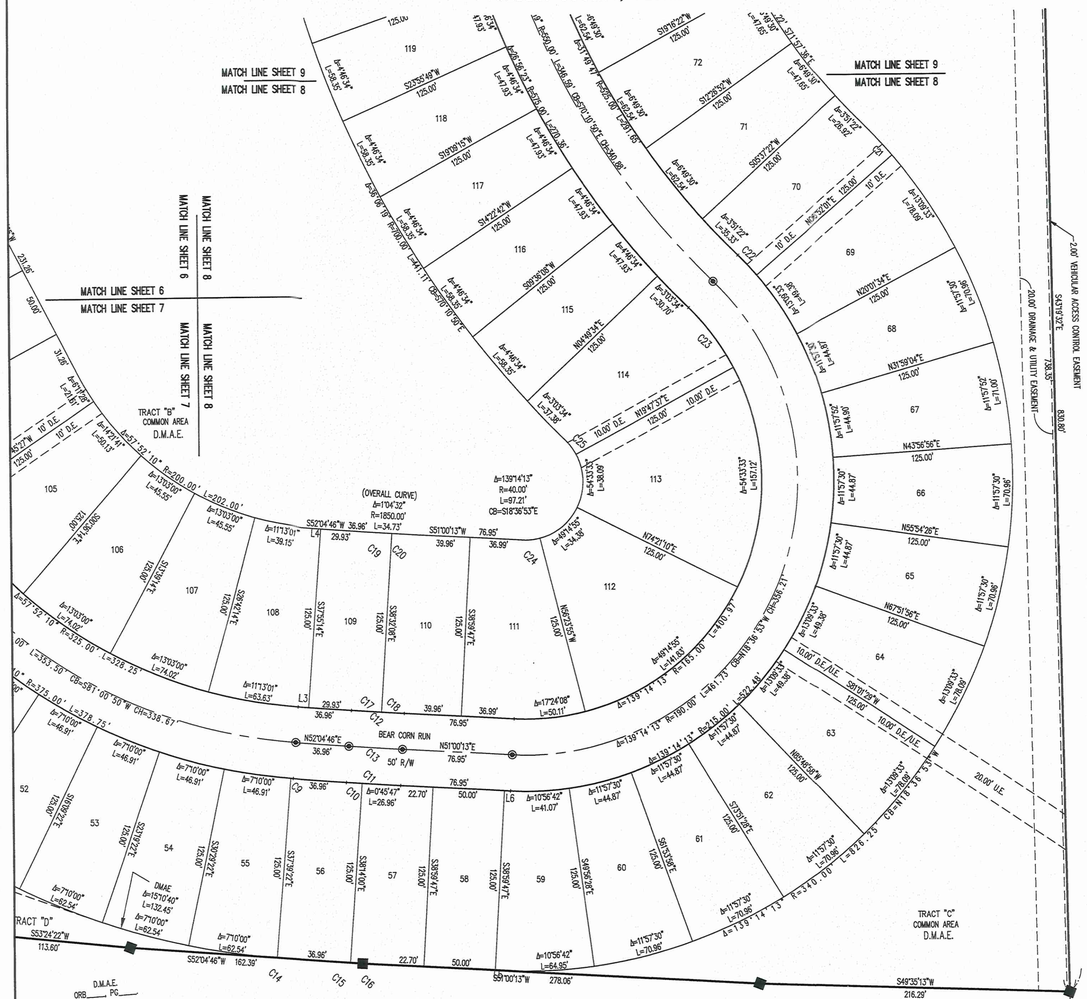
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageA5.dwg, SHEET 7, 4/14/2015 6:46:48 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'58"W
C22	19.14	215.00	5°06'01"	N85°40'58"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°50'21"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

LINE TABLE		
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L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
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ABBREVIATIONS

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SHEET 8 OF 10

PLAT BOOK ____ PAGE ____

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50 0 25 50 100 200

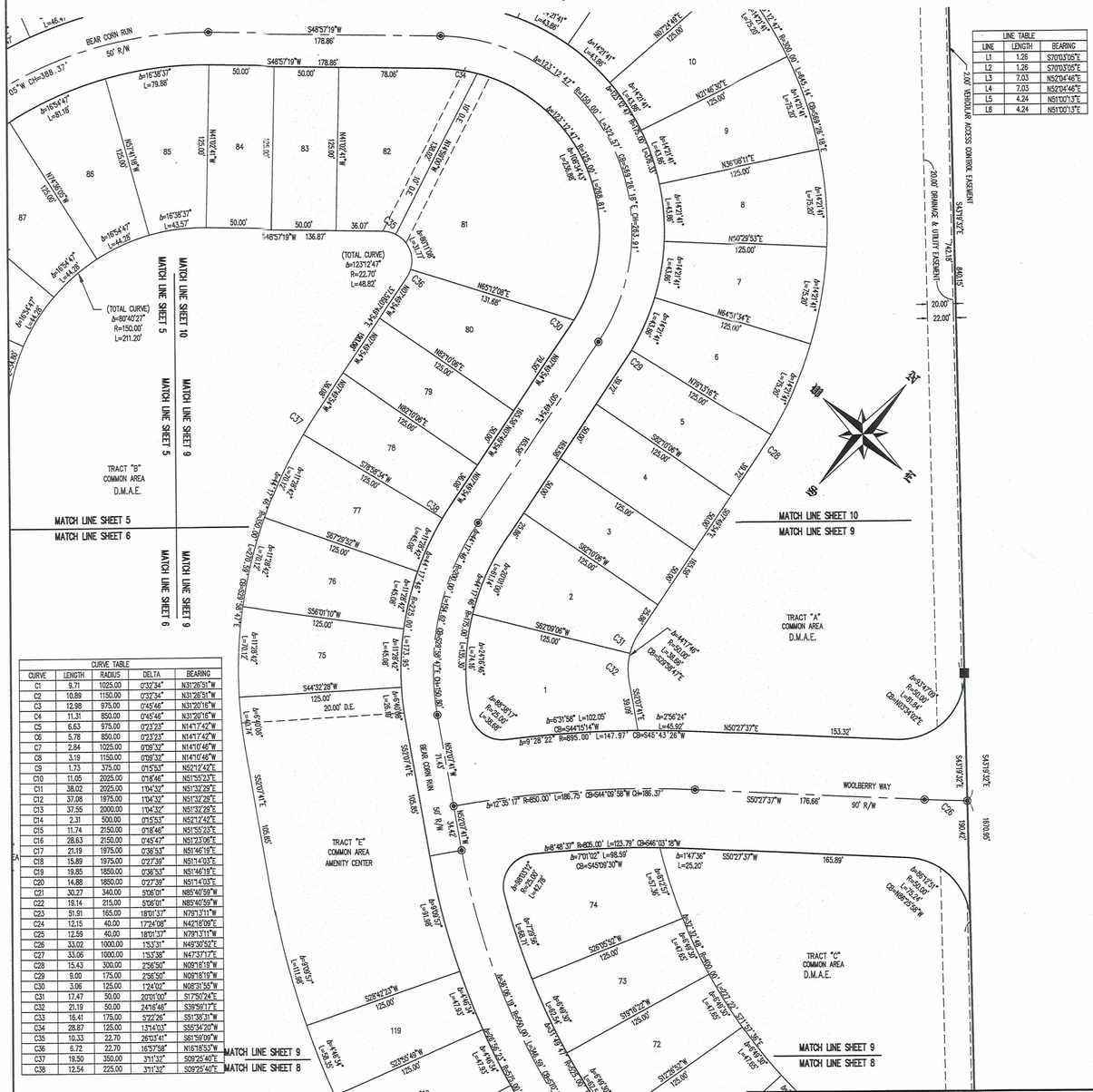
(IN FEET)

1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 8, 4/14/2015 6:46:53 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE TABLE		
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C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'18"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S91°36'31"W
C34	28.87	125.00	13°14'03"	S85°34'20"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LBJ6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LBJ3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LBJ6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 157, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845 THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3388, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5709, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3928, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5987, PAGE 4218, O.R. BOOK 5987, PAGE 4222, O.R. BOOK 5989, PAGE 3977, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4069, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RE RECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6305, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 9, 4/14/2015 6:46:58 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°28'51"W
C2	10.89	1150.00	0°32'34"	N31°28'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'39"	N51°32'26"E
C12	37.08	1975.00	1°04'32"	N51°30'29"E
C13	37.55	2000.00	1°04'32"	N51°32'26"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
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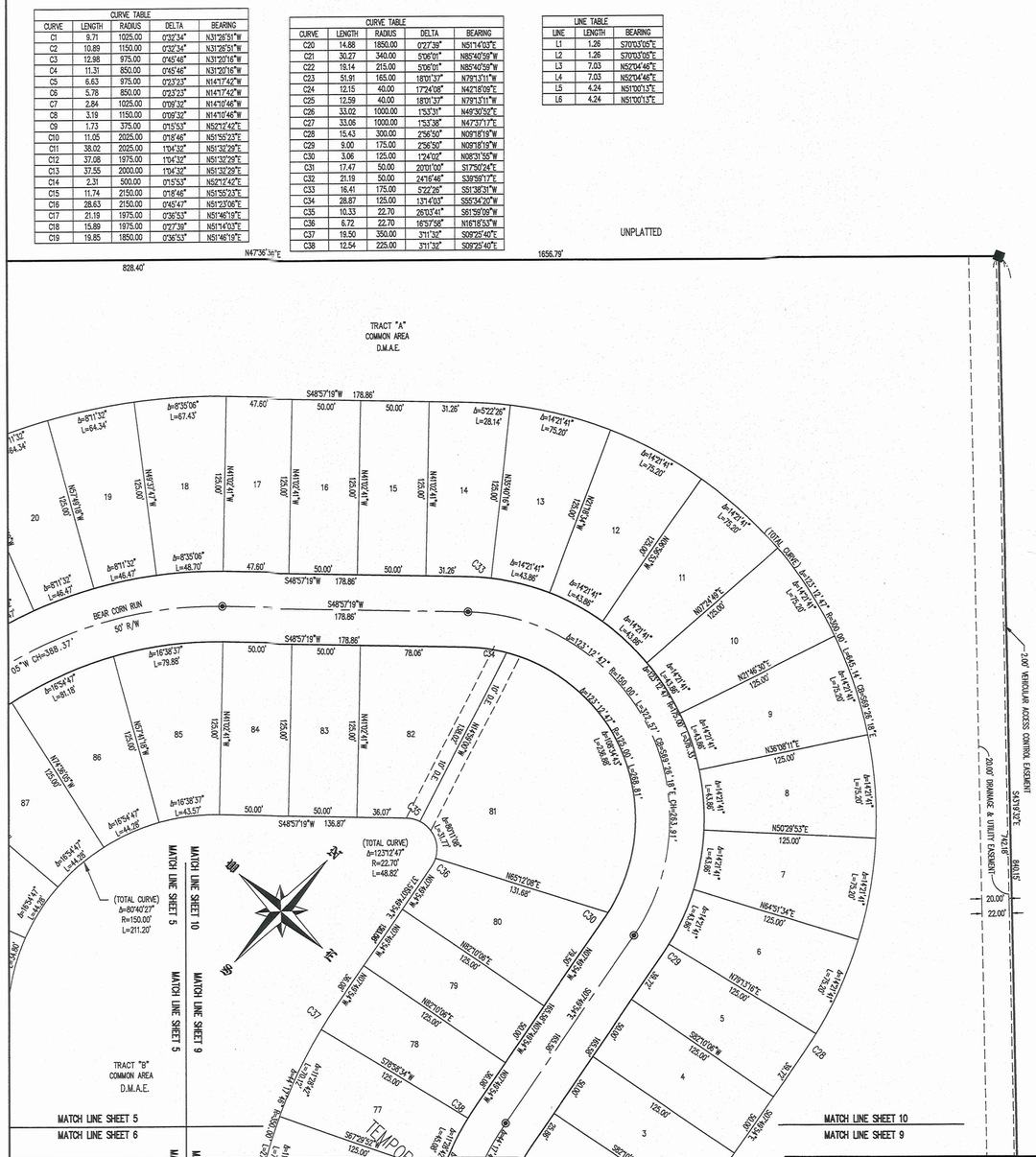
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C34	28.87	125.00	13°14'03"	S55°34'20"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N19°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'46"E
C38	12.54	225.00	3°11'32"	S09°25'46"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E



ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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SHEET 10 OF 10

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

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   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
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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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageAB.dwg, SHEET 10, 4/14/2015 6:47:03 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT
PORT ORANGE PLANTATION – PHASE I

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

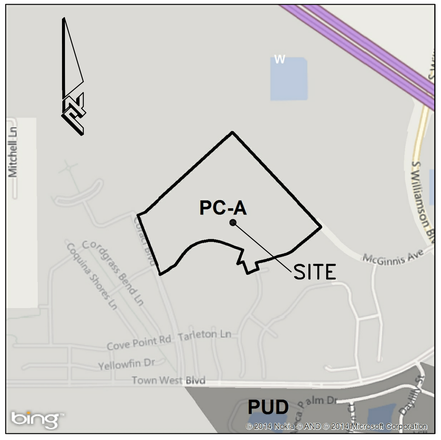
CITY PROJECT ID: 14-50000006

OWNER: D.R. HORTON
6200 LEE VISTA BLVD., STE. 400
ORLANDO, FL 32822
(407) 850-5273
(817) 928-7275 (FAX)
CONTACT: MIKE McQUARRIE

CIVIL ENGINEER: ZEV COHEN & ASSOC., INC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY HUDAK, P.E.

LANDSCAPE ARCHITECT: ZEV COHEN & ASSOC., INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: PAUL MOMBERGER, R.L.A.

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL., 32127
(386) 761-5385
(386) 760-0619 (FAX)
CONTACT: JOE ZAPERT, R.L.S.



ZONING & VICINITY MAP

SCALE: 1" = 1000'

PARCEL ID: 6213-00-00-0032 (INCLUDES PORTION OF PARCEL I.D. 6213-00-00-0013)
CURRENT ZONING FOR THIS SITE IS PLANNED COMMUNITY-AGRICULTURAL-NEIGHBORHOOD DISTRICT (PC-A)
FUTURE LAND USE FOR THIS SITE IS PLANNED COMMUNITY

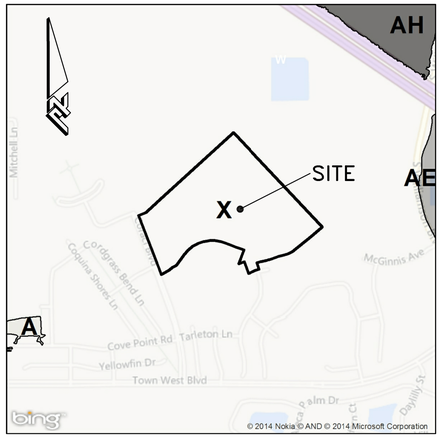
LEGAL DESCRIPTION:

DESCRIPTION:

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5253, PAGE 3298, SAID PUBLIC RECORDS, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°39'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119-122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD, A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S68°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE DEPARTING SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, N20°23'26"W, 174.10 FEET; THENCE S69°36'34"W, 80.16 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1300.00 FEET AND CENTRAL ANGLE OF 03°29'16" WITH A CHORD BEARING N21°41'33"E; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,516,248 SQUARE FEET OR 57.765 ACRES MORE OR LESS.



FLOOD MAP

SCALE: 1" = 1000'

FLOOD ZONE LEGEND:

ZONE X AREA OUTSIDE 500 YR. FLOODPLAIN

THE SITE IS CURRENTLY CLASSIFIED BY FEMA AS "ZONE X" (AREA OUTSIDE 500 YEAR FLOODPLAIN)

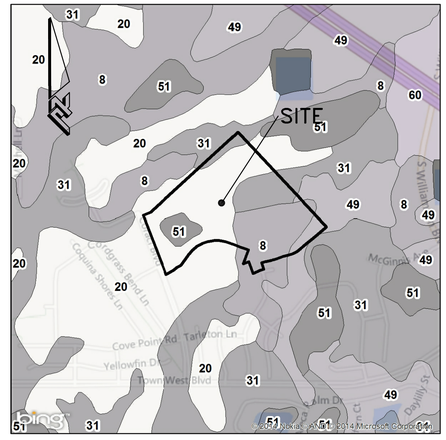
PANEL # 12127C0506 H EFFECTIVE DATE FEBRUARY 19, 2014

SITE DATA

TOTAL SITE AREA:	60.36 AC.
TOTAL R/W AREA:	5.40 AC.
TOTAL LOT AREA:	20.46 AC.
TOTAL COMMON OPEN SPACE AREA: *(INCLUDES RETENTION POND AREA 9.38 AC. & DITCH & CANAL AREA 3.39 AC. & CONSERVATION AREA 4.98 AC.)	*34.50 AC.
MINIMUM LOT SIZE:	50' X 115' (5,750 SF)
TOTAL NUMBER OF LOTS:	119 LOTS
AVERAGE LOT SIZE:	7490 SF

VARIANCE REQUESTS

THE PROJECT PLANS REQUEST A VARIANCE PER THE CITY OF PORT ORANGE LDC, CH. 5, SEC. 4(a)(1)(b).



SOILS MAP

SCALE: 1" = 1000'

SOIL LEGEND:

8	BASINGER
20	EUGALLIE
31	MALABAR
49	POMONA
51	POMONA

THE SITE LIES WITHIN SOIL TYPE 8-BASINGER, 20-EAUGALLIE, 31-MALABAR, 49-POMONA & 51-POMONA PER VOLUSIA COUNTY SOIL SURVEY.

SHEET INDEX

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C7	OVERALL DRAINAGE PLAN
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C12	OVERALL UTILITY PLAN
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C16	SANITARY SEWER STRUCTURE TABLE
C17	PLAN & PROFILE-RUSHWOOD DRIVE & GREY HAWK COURT
C18-20	PLAN & PROFILE-BEAR CORN RUN
C21	PLAN & PROFILE-BEAR CORN LANE & SANDPINE HAVEN LANE
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HA1	HARDSCAPE PLAN & DETAILS
TP1	TREE PROTECTION PLAN & DETAILS
LA1-6	LANDSCAPE PLAN & DETAILS
IR1-7	IRRIGATION PLAN & DETAILS
OS1	OPEN SPACE EXHIBIT

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NO	DATE	REVISIONS:	BY
1	1/29/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT
PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
EB 8191
WWW.ZEVCOHEN.COM

PROJECT NO.:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066COV-A-B
XREFS:	09066TTB-A-B

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C1 OF 29

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE SODDED OR SEEDED AND MULCHED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
4. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURES SHALL DETERMINE THE LENGTH OF PIPE.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
8. PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
9. ELECTRIC AND TELEPHONE SERVICES TO BE UNDERGROUND PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE.
10. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY.
11. MAINTENANCE IS TO INCLUDE:
    A. BI-WEEKLY MOWING OF SIDESLOPES FOR VEGETATION CONTROL.
    B. QUARTERLY INSPECTION AND/OR CLEANING OF CATCH BASINS TO KEEP FREE OF SAND AND DEBRIS.
12. ALL DISTURBED AREAS SHALL HAVE GRASS/ VEGETATION ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
13. CONTACT THE TECHNICAL SERVICES BUREAU TO DETERMINE THE INSPECTIONS NEEDED FOR THIS FACILITY.
14. ALL REQUIRED FIRE LINES AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF CONSTRUCTION.
15. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE APPARATUS.
16. NOTIFY THE CITY OF PORT ORANGE 48 HOURS PRIOR TO THE START OF CONSTRUCTION AT 386-756-5366. PLEASE SEND COPIES OF ALL TESTING REPORTS EXCEPT STRUCTURAL TO THE ENGINEERING DIVISION.
17. ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATION FROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED STANDARDS SHALL APPLY.
18. ELEVATIONS ARE BASED ON NGVD 1929 DATUM.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES:

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON THE SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.

1. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
2. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE I, SECTION 5 OF THE LAND DEVELOPMENT CODE.
4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SIT AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.
8. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
9. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
10. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.
11. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (CONT'D):

15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
    A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES 10" TO 42" IN DIAMETER OR
    B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS PRIOR TO THE START OF CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)
8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "n" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
13. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
14. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
15. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
17. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THATMAY BE REQUIRED.
19. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMODATE THE FLOW FROM THE 100 YEAR – 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SUBJECT ROADWAY.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
21. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SODDED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SODDING. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2 %- 1.0 %	GRASSING AND MULCHING
1.0 %-4.0 %	SODDING
4.0 % AND GREATER	DITCH PAVING

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT IT'S DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY. FOR SITE PLANS, TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF.
9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-99 STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
10. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
12. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
14. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.D.O.T.
15. SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.
16. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.
17. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.
18. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE

POTABLE WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 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. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T 180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
7. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND 24" TO" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
8. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
9. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
10. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
11. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

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RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.

18. MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURERS RECOMMENDATION.
19. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
20. ALL WATER SERVICES SHALL BE MARKED WITH AN "A" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
21. ALL WATER VALVES SHALL BE MARKED WITH AN "V" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X 1" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
22. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS OR TAPPINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
23. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 1" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY.
24. THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
25. ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
26. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
27. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN POTABLE WATER AND FORCE MAINS MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.

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28. THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (i.e. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THAT THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
29. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
30. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
31. NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANING OR RELATED USES.
32. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
33. ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH #10 COPPERCLAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
34. ALL VALVES 2" AND LARGER SHALL BE STANDARD RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
35. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE P.V.C. AND MANUFACTURED OF THE SAME DESIGN AS THE P.V.C. PIPE.
36. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P WITH PROTECTO 401) INJECTION-MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454-B MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
37. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
38. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
39. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF

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AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

40. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C., AND 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.
41. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE SEWER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE
42. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
43. 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 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, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
44. WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.

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RECLAIMED WATER DESIGN NOTES

1. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
2. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
3. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
4. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
5. RECLAIMED WATER SERVICES SHALL BE MARKED WITH AN "R" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. VALVES AND BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "R 1" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
6. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE ALLOWED. SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
7. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
8. A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS RE USE WETED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
9. LOW TRAJECTORY NOZZLES ARE REQUIRED FOR ALL IRRIGATION SYSTEMS TO BE OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
10. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
11. ALL HDPE PIPE RECLAIMED WATER MAINS SHALL BE S.D.R.11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
12. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
13. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 2" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 1 1/2" AND LESS, SHALL BE INSTALLED BY THE CITY.
14. THE CITY REQUIRES DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

FILE NAME: RW1.DOC
DETAIL REF: RW-1
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95 % IN UNPAVED AREAS ACCORDANCE WITH AASHTO T 180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO.
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A LONG HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAVENDER IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNRIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D2248, D3350, D2239, D2737, N.S.F.- 61 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND 24" TO" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
9. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
10. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
11. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
12. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME: RW2.DOC
DETAIL REF: RW-2
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

2 HOURS PER AWWA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN, WITH A MINIMUM OF 1 POSITIVE CHLORINE RESIDUAL TEST RESULT PROVIDED TO THE CITY.

13. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
14. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
15. MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST JOINT RESTRAINT DESIGN GUIDELINES.
16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF PORT ORANGE PUBLIC UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
17. ALL RECLAIMED WATER SYSTEMS SHALL BE PLEASANT DISTINGUISHABLE BY THEIR PURPLE COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
18. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "R" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "R" SET INTO THE PAVEMENT. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "R 1" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
19. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE ALLOWED. SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
20. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
21. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 BUSINESS DAYS NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE

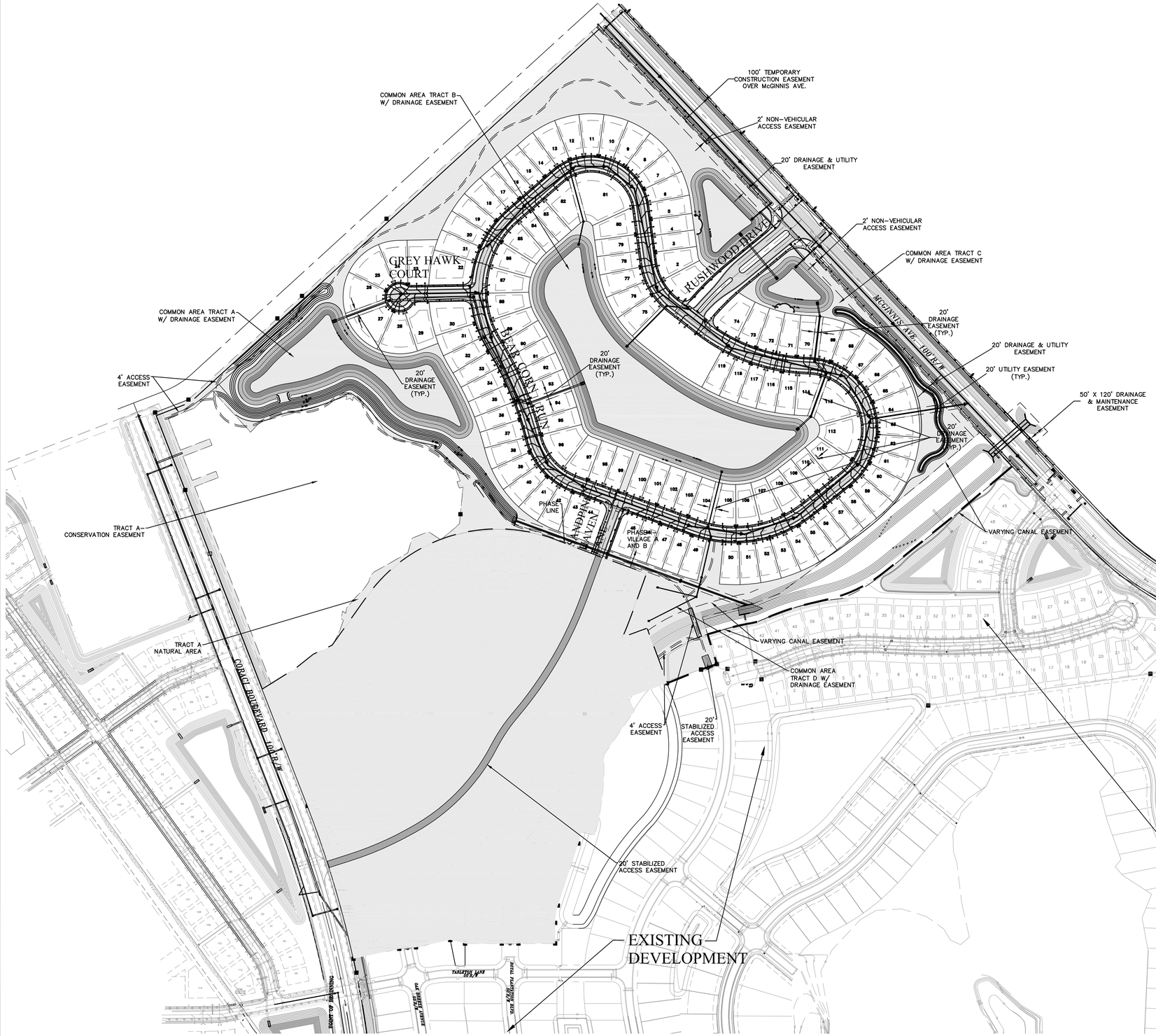
STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME: RW2.DOC
DETAIL REF: RW-2
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

DAY.

22. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
23. ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED 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 MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
25. ALL H.D.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R.11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO W



0 75 150 225 300

SCALE : 1" = 150'

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NO	DATE	REVISIONS:	BY
1	1/29/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

OVERALL DEVELOPMENT PLAN-PHASE I

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

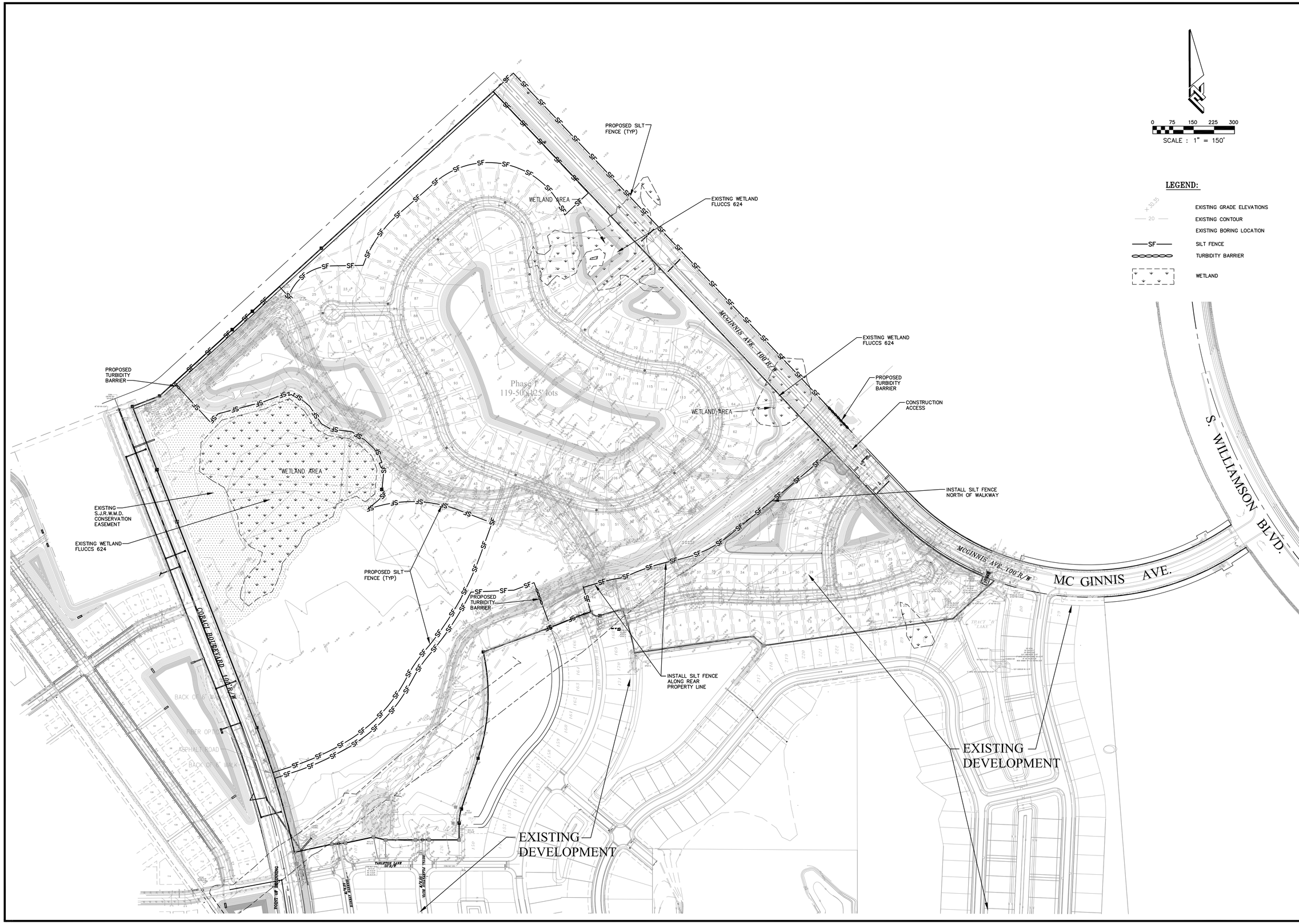
PROJECT NO:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLN/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066ODP-A-B
XREFS:	09066SURV
XREFS:	09066HAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C4 OF 29



0 75 150 225 300

SCALE : 1" = 150'

LEGEND:

- EXISTING GRADE ELEVATIONS
- EXISTING CONTOUR
- EXISTING BORING LOCATION
- SILT FENCE
- TURBIDITY BARRIER
- WETLAND

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(904) 491-5436 FAX (904) 797-4159

NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RO/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RO/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

EROSION CONTROL PLAN-PHASE 1

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

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(EB 4516)
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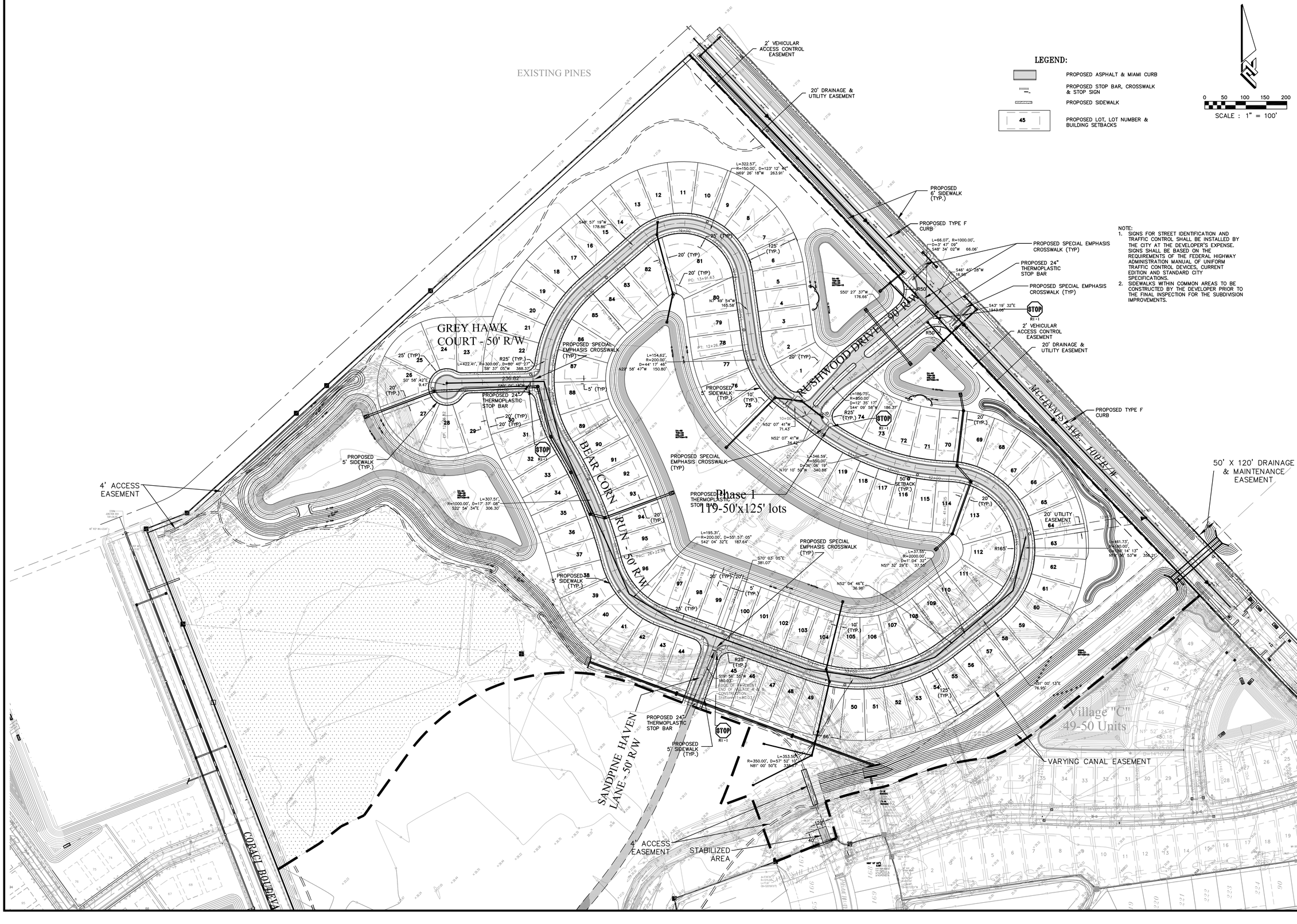
PROJECT NO:	09066	DRAFTED BY: CM	
ISSUE DATE:	9-18-14	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066ECP-A-B XREFS: 09066SURV XREFS: 09066BAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C5 OF 29



NOTE:
1. SIGNS FOR STREET IDENTIFICATION AND TRAFFIC CONTROL SHALL BE INSTALLED BY THE CITY AT THE DEVELOPER'S EXPENSE. SIGNS SHALL BE BASED ON THE REQUIREMENTS OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION AND STANDARD CITY SPECIFICATIONS.
2. SIDEWALKS WITHIN COMMON AREAS TO BE CONSTRUCTED BY THE DEVELOPER PRIOR TO THE FINAL INSPECTION FOR THE SUBDIVISION IMPROVEMENTS.

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4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RO/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
GEOMETRY PLAN-PHASE 1

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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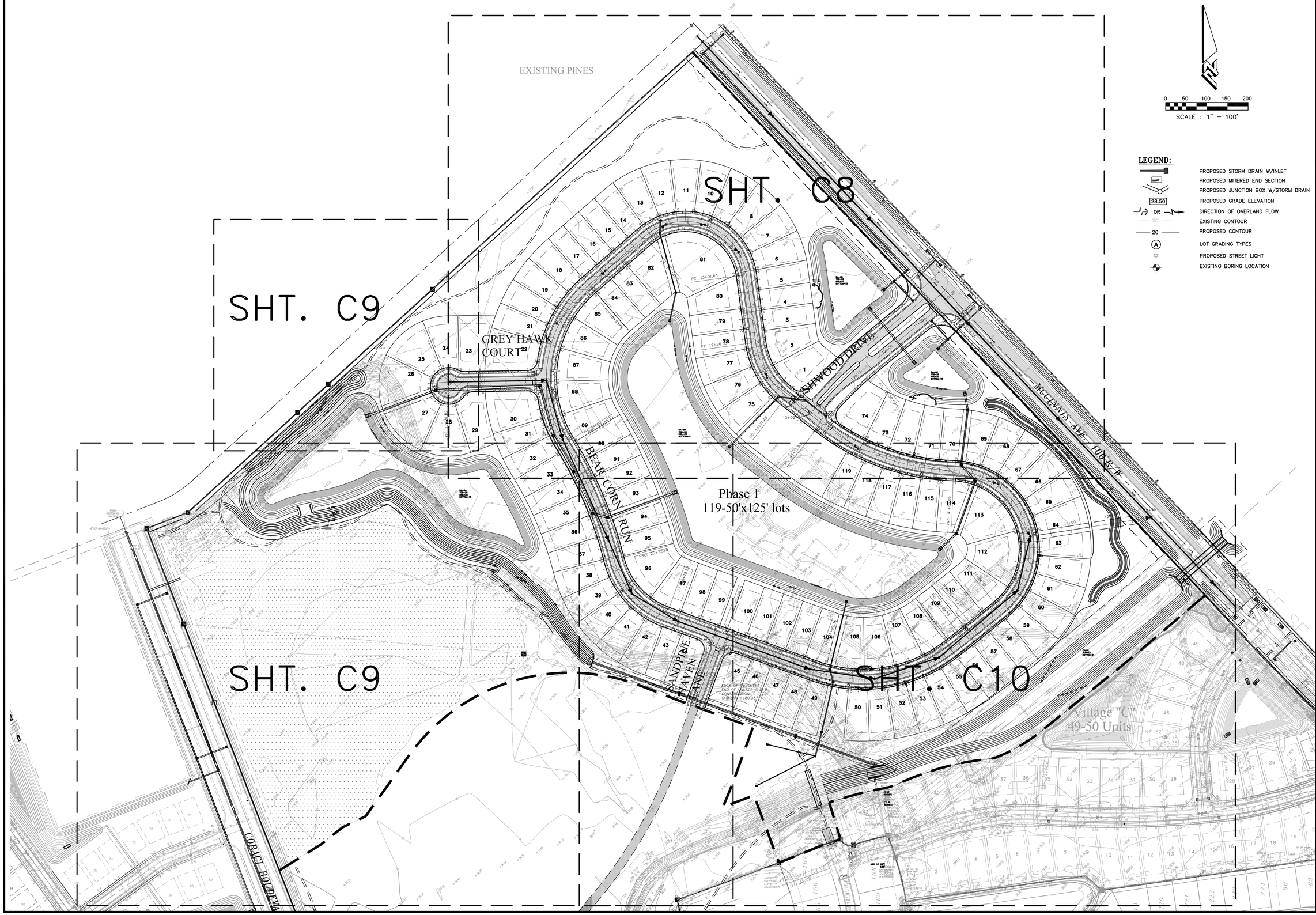
PROJECT NO: 09066
DRAFTED BY: CM
ISSUE DATE: 9-18-14
CHECKED BY: RMH
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066GEO-A-B
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C6 OF 29



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REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
OVERALL DRAINAGE PLAN-PHASE 1

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066
DRAFTED BY: CM
ISSUE DATE: 9-18-14
CHECKED BY: RMH
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066ODRP-A-B
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C7 OF 29

EXISTING PINES

AREA TO REMAIN NATURAL

BEAR CORN RUN

RUSHWOOD DRIVE

MCGINNIS AVE.

GREY HAWK COURT

AMENITY CENTER B FFE=30.30

MATCHLINE – SEE SHT. C9

MATCHLINE – SEE SHT. C10

MATCHLINE – SEE SHT. C9

GRADE 4:1 TO MATCH EXISTING GRADE (TYP)

GRADE 4:1 TO MATCH EXISTING GRADE (TYP)

S-AB-47 · 67 LF- 18" RCP · S-AB-46 · 44 LF- 18" RCP · S-AB-45 · S-AB-14 · 150 LF- 18" RCP · S-AB-13 · 72 LF- 18" HDPE · S-AB-12 · 183 LF- 48" RCP · S-AB-21 · 99 LF- 48" RCP · S-AB-19 · 31 LF- 18" RCP · S-AB-15 · 65 LF- 18" RCP · S-AB-14 · 64 LF- 18" RCP · S-AB-6 · 172 LF- 24" RCP · S-AB-5 · 65 LF- 18" RCP · S-AB-7 · 165 LF- 18" RCP · S-AB-8 · 42 LF- 24" RCP · S-AB-44 · 34 LF- 24" HDPE · S-AB-11A · 85 LF- 18" RCP · S-AB-43 · S-AB-11 · 45 LF- 18" RCP · S-AB-40 · S-AB-39 · 35 LF- 18" RCP · S-AB-9 · 24" HDPE · S-AB-18 · S-AB-10 · S-AB-27 · S-AB-37 · S-AB-32 · 44 LF- 36" HDPE · S-AB-31 · 136 LF- 36" RCP · S-AB-30 · 51 LF- 36" RCP · S-AB-42 · S-AB-41 · 50 LF- 18" RCP · 35 LF- 18" RCP · 177 LF- 36" RCP · S-AB-4 · S-AB-3 · S-AB-2 · S-AB-1

DA=68 TOE=28 NWL=15 BOTTOM=15

DA=60 TOE=28 NWL=25 BOTTOM=15

DA=60 TOE=28 NWL=25 BOTTOM=15

DA=62 TOE=28 NWL=25 BOTTOM=15

| | | |

MATCHLINE – SEE BELOW RIGHT

MATCHLINE – SEE SHT. C8

MATCHLINE – SEE SHT. C10

MATCHLINE – SEE SHT. C8

MATCHLINE – SEE ABOVE LEFT

BEAR CORN RUN

COTTEN WOOD COURT

CORACI BOULEVARD

CONSERVATION EASEMENT

25' CONCRETE OVERFLOW WEIR @ EL. 25.60 W/ (4) 6" ORIFICES @ EL. 25.0

150' SODDED OVERFLOW WEIR @ EL. 26.00

DA-6A
TOB=28
NWL=25
BOTTOM=15

RETENTION POND
TOB=28
NWL=25
BOTTOM=15

STORM JUNCTION BOX TOP=29.29'

INV.=23.61'

RCP ME 22.82'

B 32 FFE=30.50 — 39 LF– 48" RCP
B 33 FFE=30.25 — S-AB-19
B 34 FFE=30.05 — 112 LF– 48" RCP
B 35 FFE=29.85 — S-AB-18
B 36 FFE=29.70
B 37 FFE=29.85
A 38 FFE=30.50
A 39 FFE=30.65
A 40 FFE=30.80
41 A FFE=30.95
42 A FFE=31.10 — 225 LF– (2) 48"

B 91 FFE=30.10
B 92 FFE=29.95
B 93 FFE=29.75 — 35 LF– 48" RCP — 179 LF– 48" RCP
B 94 FFE=29.75 — S-AB-17
B 95 FFE=29.85
B 96 FFE=30.40

A 24 FFE=31.05
A 25 FFE=31.00
B 26 FFE=30.45 — S-AB-22 — 181 LF– 48" RCP — 213 LF– 48" RC
B 27 FFE=30.45
28
29
B 30 FFE=30.50

GRADE 4:1 TO MATCH EXISTING GRADE (TYP)

S-AB-23

0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED STORM DRAIN W/INLET
- PROPOSED MITERED END SECTION
- PROPOSED JUNCTION BOX W/STORM DRAIN
- 28.50 PROPOSED GRADE ELEVATION
- OR DIRECTION OF OVERLAND FLOW
- 20 EXISTING CONTOUR
- 20 PROPOSED CONTOUR
- (A) LOT GRADING TYPES
- PROPOSED STREET LIGHT
- EXISTING BORING LOCATION

NOTES:
1. REFER TO SHEET C11 FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C24 FOR CROSS SECTIONS

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NO	DATE	REVISIONS:	BY
1	1/29/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PAVING GRADING & DRAINAGE PLAN-PHASE 1

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
618 E. SOUTH STREET, ORLANDO, FL 32801
WWW.ZEVCOHEN.COM

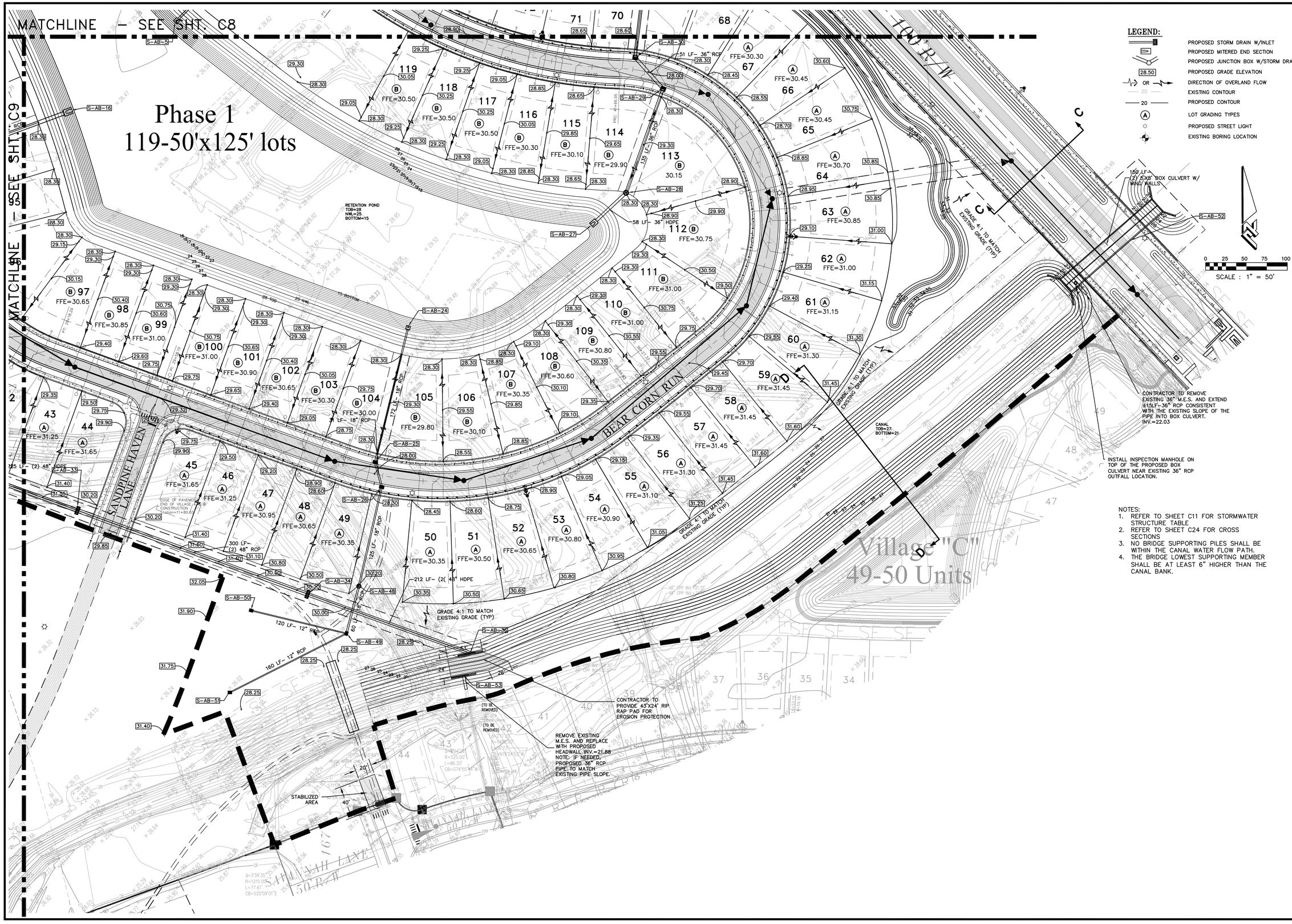
PROJECT NO:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PGD-A-B
XREFS:	09066SURV
XREFS:	09066GRS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C9 OF 29



LEGEND:

- PROPOSED STORM DRAIN W/INLET
- PROPOSED MITERED END SECTION
- PROPOSED JUNCTION BOX W/STORM DRAIN
- 28.50 PROPOSED GRADE ELEVATION
- OR DIRECTION OF OVERLAND FLOW
- 20 EXISTING CONTOUR
- 20 PROPOSED CONTOUR
- A LOT GRADING TYPES
- PROPOSED STREET LIGHT
- EXISTING BORING LOCATION

NOTES:

1. REFER TO SHEET C11 FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C24 FOR CROSS SECTIONS
3. NO BRIDGE SUPPORTING PILES SHALL BE WITHIN THE CANAL WATER FLOW PATH.
4. THE BRIDGE LOWEST SUPPORTING MEMBER SHALL BE AT LEAST 6" HIGHER THAN THE CANAL BANK.

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4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PAVING GRADING & DRAINAGE PLAN-PHASE 1

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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PROJECT NO:	09066
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DESIGNED BY:	MLR/RMH
DRAWING FILE:	09066PGD-A-B
XREFS:	09066SURV
XREFS:	09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C10 OF 29

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-AB-1	MES	~~0.00~~	18.00 (SE) 36"
S-AB-2	MES	~~0.00~~	18.00 (NW) 36"
S-AB-5	MES	~~0.00~~	20.00 (NE) 24"
S-AB-6	TYPE C INLET	28.00	22.00 (E) 18" 22.00 (SW) 24"
S-AB-7	TYPE C INLET	28.00	23.50 (SE) 18" 23.50 (W) 18"
S-AB-8	TYPE C INLET	28.00	24.00 (NW) 18"
S-AB-9	TYPE C INLET	28.00	24.00 (SE) 18"
S-AB-10	JUNCTION BOX	28.20	22.00 (SW) 24" 22.00 (NW) 18" 22.00 (NE) 18"
S-AB-11	TYPE C INLET	28.00	24.00 (NW) 18"
S-AB-11A	JUNCTION BOX	28.20	21.00 (NE) 24" 21.00 (SW) 24" 22.50 (SE) 18"
S-AB-12	MES	~~0.00~~	18.00 (N) 18"
S-AB-13	JUNCTION BOX	28.00	18.25 (S) 18" 18.25 (N) 18"
S-AB-14	TYPE C INLET	28.00	18.50 (S) 18" 18.50 (N) 18"
S-AB-15	TYPE C INLET	28.00	18.75 (S) 18"
S-AB-16	MES	~~0.00~~	16.00 (W) 48"
S-AB-17	TYPE C INLET RISER WITH TYPE J BOTTOM	28.00	16.00 (W) 48" 16.00 (E) 48"
S-AB-18	TYPE C INLET RISER WITH TYPE J BOTTOM	28.00	16.00 (NW) 48" 16.00 (E) 48"
S-AB-19	JUNCTION BOX	28.00	16.00 (NW) 48" 16.00 (SE) 48"
S-AB-20	JUNCTION BOX	28.00	16.00 (N) 48" 16.00 (SE) 48"
S-AB-21	JUNCTION BOX	28.00	16.00 (W) 48" 16.00 (S) 48"
S-AB-22	TYPE C INLET RISER WITH TYPE J BOTTOM	28.00	16.00 (W) 48" 16.00 (E) 48"
S-AB-23	MES	~~22.95~~	16.00 (E) 48"
S-AB-24	MES	~~0.00~~	20.00 (S) 18"
S-AB-25	TYPE C INLET	28.00	20.55 (N) 18" 24.40 (S) 18"
S-AB-26	TYPE C INLET	28.00	24.50 (N) 18" 24.50 (S) 18"
S-AB-27	MES	~~0.00~~	18.00 (NE) 36"
S-AB-28	JUNCTION BOX	28.00	18.00 (N) 36" 18.00 (SW) 36"
S-AB-29	TYPE C INLET RISER WITH TYPE J BOTTOM	28.00	20.50 (NW) 36" 18.00 (S) 36"
S-AB-30	TYPE C INLET RISER WITH TYPE J BOTTOM	28.00	18.00 (N) 36" 20.50 (SE) 36"
S-AB-31	JUNCTION BOX	28.00	18.00 (N) 36" 18.00 (S) 36"
S-AB-32	MES	~~0.00~~	18.00 (S) 36"
S-AB-33	TYPE H INLET	30.75	24.00 (W) 48" 24.00 (E) 48"

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-AB-34	TYPE H INLET	30.00	24.00 (W) 48" 24.00 (E) 48"
S-AB-35	HEADWALL	~~0.00~~	24.00 (E) 48"
S-AB-36	HEADWALL	~~0.00~~	24.00 (W) 48"
S-AB-37	MES	~~0.00~~	18.00 (NE) 24"
S-AB-38	TYPE C INLET	27.00	22.00 (SW) 18" 22.00 (NE) 18"
S-AB-39	TYPE C INLET	27.00	23.00 (SW) 18" 23.00 (NW) 18"
S-AB-40	MES	~~0.00~~	26.00 (SE) 18"
S-AB-41	MES	~~0.00~~	26.00 (NW) 18"
S-AB-42	MES	~~0.00~~	26.00 (SE) 18"
S-AB-43	MES	~~0.00~~	18.00 (NE) 24"
S-AB-44	TYPE C INLET	26.75	22.00 (SW) 24" 22.00 (NW) 18"
S-AB-45	TYPE C INLET	27.42	22.50 (SE) 18" 22.50 (NW) 18"
S-AB-46	TYPE C INLET	27.25	23.00 (SE) 18" 23.00 (NE) 18"
S-AB-47	TYPE C INLET	27.25	23.25 (SW) 18"
S-AB-48	JUNCTION BOX	28.00	24.50 (N) 18" 20.00 (S) 18"
S-AB-49	TYPE C INLET	28.00	20.00 (N) 18" 23.50 (W) 12" 23.50 (SW) 12"
S-AB-50	TYPE C INLET	28.00	24.00 (E) 12"
S-AB-51	TYPE C INLET	28.00	24.00 (NE) 12"
S-AB-52	(2) 5' X 8' CULVERT W/ WING WALLS	~~0.00~~	21.00 (NE) 22.5 (SW)
S-AB-53	HEADWALL	~~0.00~~	21.88 (S) 36"

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3.	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4.	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

STORMWATER STRUCTURE TABLE-PHASE 1

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

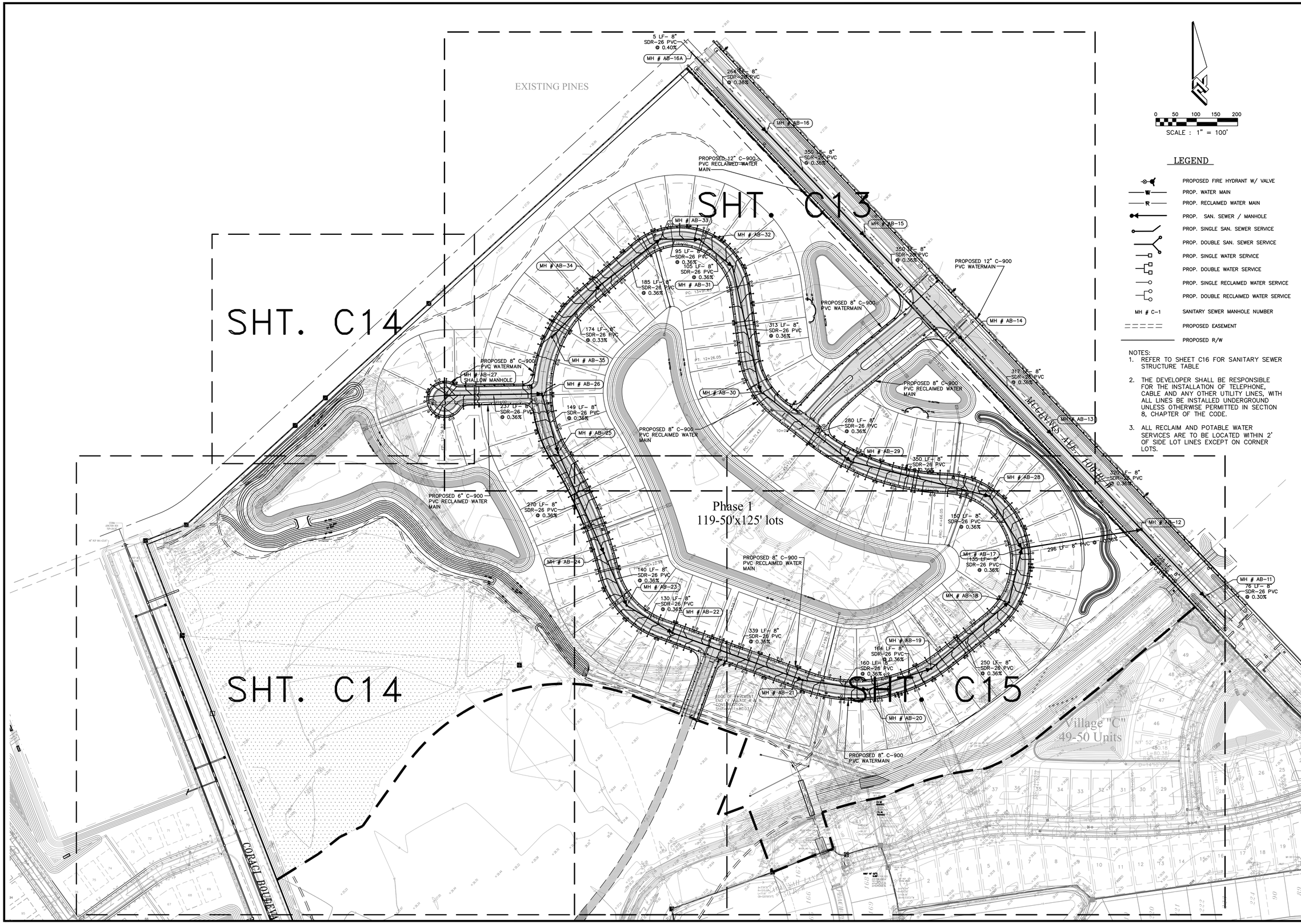
PROJECT NO:	09066
DRAFTED BY:	CM
ISSUE DATE:	9-18-14
CHECKED BY:	RMH
DESIGNED BY:	MLR/RMH
DRAWING FILE:	09066PGD-A-B
XREFS:	09066SURV
KEEPS:	09066HS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C11 OF 29



0 50 100 150 200

SCALE : 1" = 100'

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- PROP. WATER MAIN
- PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C-1 — SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W

NOTES:
1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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1	7/9/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	8/26/15	REVISED PER CITY COMMENTS DATED 08/19/15	RMH/CM
4	9/29/15	REVISED PER CITY COMMENTS DATED 09/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
OVERALL UTILITY PLAN-VILLAGE A & B

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09066 | DRAFTED BY: CM | CHECKED BY: RMH

ISSUE DATE: 9-18-14

DESIGNED BY: MLP/RMH

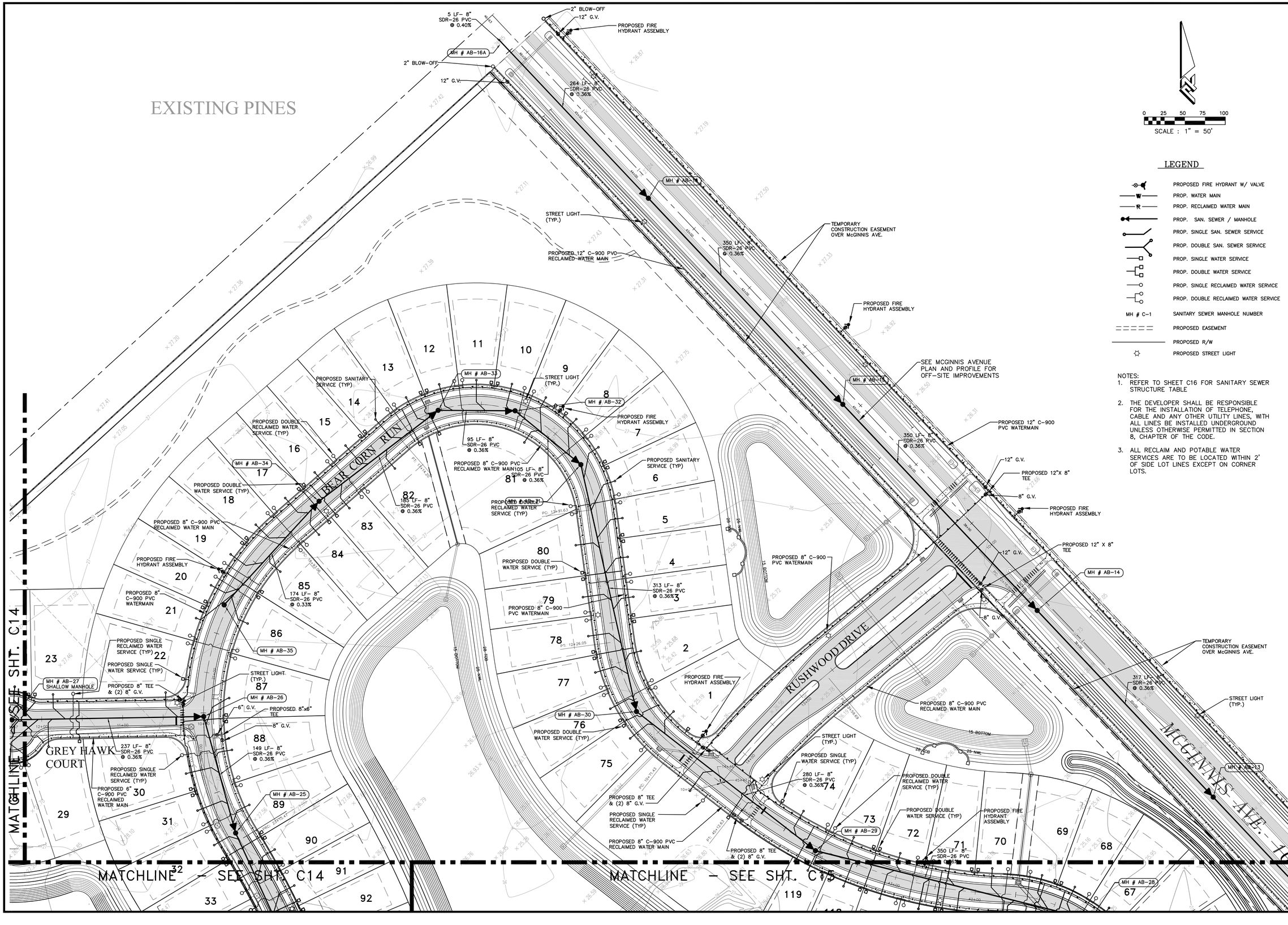
DRAWING FILE: 09066OUTLP-A&B
XREFS: 09066SDRV
XREFS: 09066SHEET

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C12 OF 29



0 25 50 75 100

SCALE : 1" = 50'

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- PROP. WATER MAIN
- PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C-1 — SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W
- PROPOSED STREET LIGHT

NOTES:

1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
UTILITY PLAN-VILLAGE A & B

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 9-18-14 | CHECKED BY: RMH
DESIGNED BY: MLP/RMH | DRAWING FILE: 09066UTL-A-B
XREFS: 09066SURV
XREFS: 09066BASE

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C13 OF 29

MATCHLINE – SEE BELOW RIGHT

MATCHLINE – SEE SHT. C13

MATCHLINE – SEE SHT. C15

MATCHLINE – SEE SHT. C13

MATCHLINE – SEE ABOVE LEFT

CORAL BOUEVARD

STORM JUNCTION BOX TOP=29.29'

INV.=23.61'

TOP ME 22.82'

32 33 34 35 36 37 38 39 40 41 42 91 92 93 94 95 96 4

270 LF – 8" SDR-26 PVC @ 0.36%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE WATER SERVICE (TYP)

MH # AB-24

140 LF – 8" SDR-26 PVC @ 0.36%

MH # AB-23

PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

STREET LIGHT (TYP)

PROPOSED SANITARY SERVICE (TYP)

PROPOSED 8" C-900 PVC WATERMAIN

0 25 50 75 100

SCALE : 1" = 50

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- PROP. WATER MAIN
- PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
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NOTES:

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0 25 50 75 100

SCALE : 1" = 50'

PROPOSED 8" C-900 PVC WATERMAIN

PROPOSED SANITARY SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

MH # AB-SHALLOW

PROPOSED DOUBLE WATER SERVICE (TYP)

STREET LIGHT (TYP)

2" BLOW OFF

2" BLOW OFF

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED 6" C-900 PVC RECLAIMED WATER MAIN

23 24 25 26 27 28 29

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HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
UTILITY PLAN-VILLAGE A & B

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
(FIRM #27101) WWW.ZEVCOHEN.COM

PROJECT NO:	09066
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DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	I:\09066\UTL-A-B
XREFS:	I:\09066\SURV
XREFS:	I:\09066\GIS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C14 OF 29

MATCHLINE – SEE SHT. C13

MATCHLINE – SEE SHT. C14

Phase 1
119-50'x125' lots

Village "C"
49-50 Units

100' R/W

BEAR CORN RUN

SANDPINE HAVEN LANE

SAWMILL LANE

SEE MCGINNIS AVENUE PLAN AND PROFILE FOR OFF-SITE IMPROVEMENTS

320 LF– 8" SDR–26 PVC @ 0.36%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" C–900 PVC WATERMAIN

PROPOSED 12" C–900 PVC RECLAIMED WATER MAIN

296 LF– 8" PVC @ –0.36%

20' UTILITY EASEMENT

76 LF– 8" SDR–26 PVC @ 0.30%

REMOVE EXISTING 2" BLOW OFF

REMOVE STUB OUT AND CAP 8" PVC SANITARY SEWER

REMOVE EXISTING 2" BLOW OFF

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED SINGLE WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 8" C–900 PVC RECLAIMED WATER MAIN

PROPOSED 8" C–900 PVC WATERMAIN

PROPOSED 8" G.V.

PROPOSED 2" BLOW–OFF

PROPOSED 8" G.V.

PROPOSED 2" BLOW–OFF

PROPOSED SINGLE WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED STREET LIGHT (TYP.)

PROPOSED 8" TEE & (2) 8" G.V.

PROPOSED 8" TEE & (2) 8" G.V.

STREET LIGHT (TYP.)

MH # AB–28 MH # AB–27 MH # AB–17 MH # AB–18 MH # AB–19 MH # AB–20 MH # AB–21 MH # AB–22 MH # AB–23 MH # AB–11

150 LF– 8" SDR–26 PVC @ 0.36%

135 LF– 8" SDR–26 PVC @ 0.36%

164 LF– 8" SDR–26 PVC @ 0.36%

160 LF– 8" SDR–26 PVC @ 0.36%

250 LF– 8" SDR–26 PVC @ 0.36%

339 LF– 8" SDR–26 PVC @ 0.36%

130 LF– 8" SDR–26 PVC @ 0.36%

350 LF– 8" SDR–26 PVC

EDGE OF PAVEMENT END OF VILLAGE "A" & B CONSTRUCTION Station=11+80.65

(TO BE REMOVED)

(TO BE REMOVED)

0 25 50 75 100
SCALE : 1" = 50'

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- PROP. WATER MAIN
- PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C–1 SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W
- PROPOSED STREET LIGHT

NOTES:
1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
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NO	DATE	REVISIONS:	BY
1.	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2.	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3.	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4.	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
UTILITY PLAN-VILLAGE A & B

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO:	09066	DRAFTED BY: CM	
ISSUE DATE:	9-18-14	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066UTL-A-B XREFS: 09066SURV KEY: 09066B4B	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C15 OF 29

SANITARY SEWER STRUCTURE TABLE		
STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
MH # AB-11	29.28	15.68 (SE) 8" 15.68 (NW) 8"
MH # AB-12	29.30	16.38 (SE) 8" 16.38 (W) 8" 16.38 (NW) 8"
MH # AB-13	29.24	17.52 (NW) 8" 17.52 (SE) 8"
MH # AB-14	28.48	18.65 (NW) 8" 18.65 (SE) 8"
MH # AB-15	28.80	19.91 (NW) 8" 19.91 (SE) 8"
MH # AB-16	28.85	21.17 (SE) 8" 21.17 (NW) 8"
MH # AB-16A	29.38	22.12 (SE) 8" 22.12 (NW) 8"
MH # AB-17	28.71	17.44 (E) 8" 17.44 (S) 8" 17.44 (NW) 8"
MH # AB-18	29.13	17.92 (N) 8" 17.92 (SW) 8"
MH # AB-19	28.93	18.81 (NE) 8" 18.81 (W) 8"
MH # AB-20	28.37	19.40 (E) 8" 19.40 (W) 8"
MH # AB-21	28.24	19.97 (E) 8" 19.97 (W) 8"
MH # AB-22	29.00	21.18 (E) 8" 21.18 (NW) 8"
MH # AB-23	28.61	21.65 (SE) 8" 21.65 (NW) 8"
MH # AB-24	28.19	22.15 (SE) 8" 22.15 (NW) 8"
MH # AB-25	28.89	23.11 (SE) 8" 23.11 (N) 8"
SHALLOW MANHOLE MH # AB-26	29.55	23.64 (W) 8" 23.64 (S) 8"
MH # AB-27	28.67	24.49 (E) 8"
MH # AB-28	28.24	17.98 (W) 8" 17.98 (SE) 8"
MH # AB-29	28.72	19.23 (NW) 8" 19.23 (E) 8"

SANITARY SEWER STRUCTURE TABLE		
STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
MH # AB-30	28.61	20.23 (N) 8" 20.23 (SE) 8"
MH # AB-31	29.14	21.35 (NW) 8" 21.35 (S) 8"
MH # AB-32	28.53	21.73 (W) 8" 21.73 (SE) 8"
MH # AB-33	28.07	22.07 (SW) 8" 22.07 (E) 8"
MH # AB-34	28.55	22.73 (SW) 8" 22.73 (NE) 8"
MH # AB-35	29.10	23.31 (NE) 8"

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1	7/9/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	8/28/15	REVISED PER CITY COMMENTS DATED 08/19/15	RMH/CM
4	9/9/15	REVISED PER CITY COMMENTS DATED 09/2/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
SANITARY SEWER STRUCTURE TABLE-VILLAGE A & B

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
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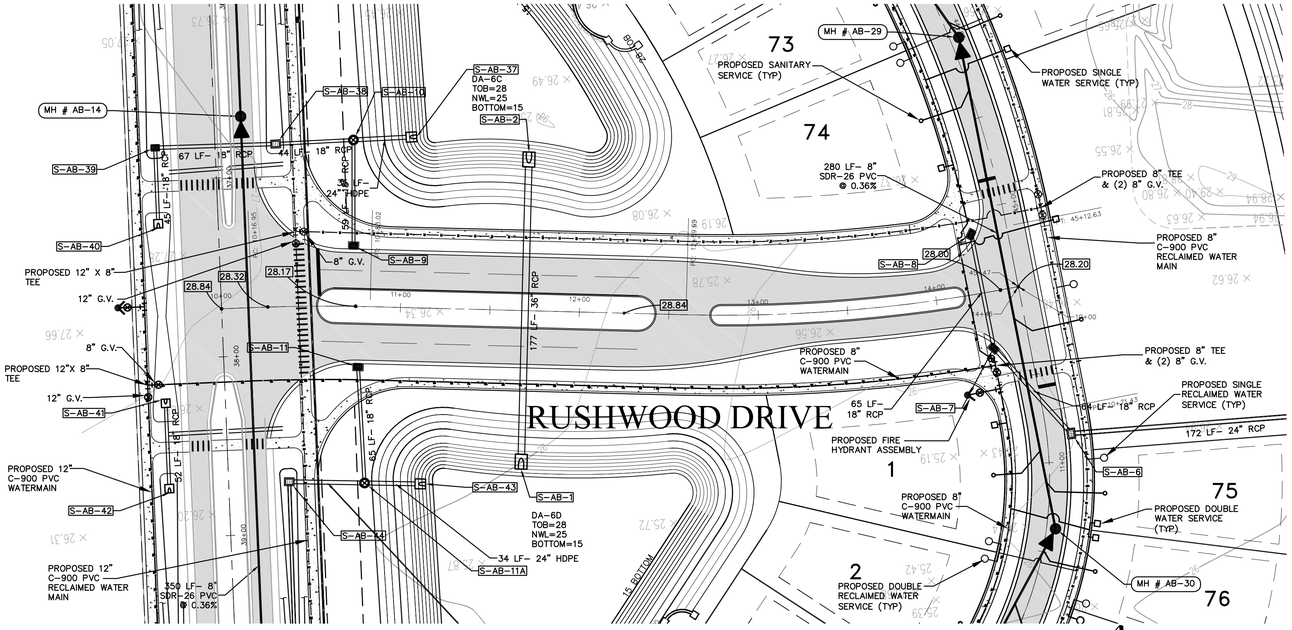
PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 9-18-14 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066UTL-A-B XREFS: 09066SURV KEYS: 09066HAS

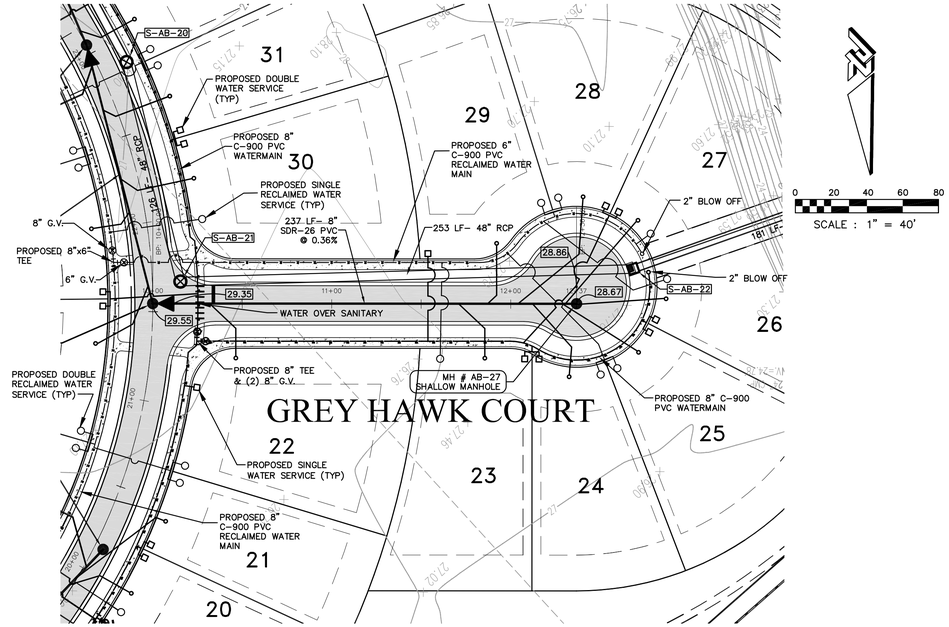
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C16 OF 29



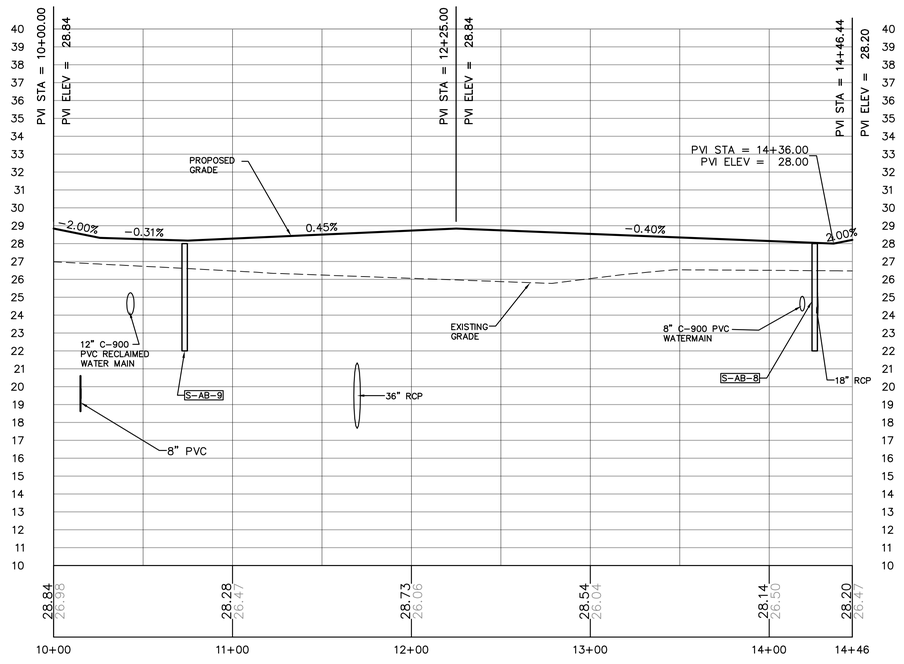


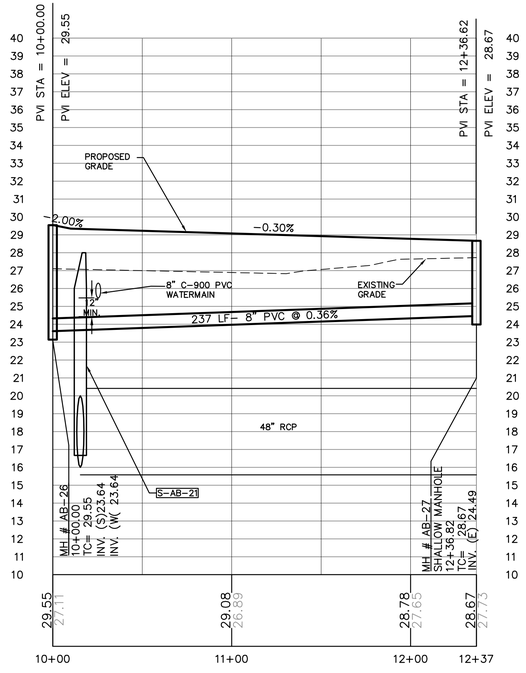
RUSHWOOD DRIVE - 90' R/W

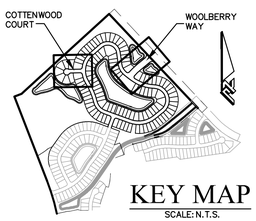
PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'

GREY HAWK COURT - 50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'







KEY MAP
SCALE: N.T.S.

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NO	DATE	REVISIONS:	BY
1	1/29/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PLAN & PROFILE-PHASE 1
RUSHWOOD DRIVE & GREY HAWK COURT
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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EB 4191
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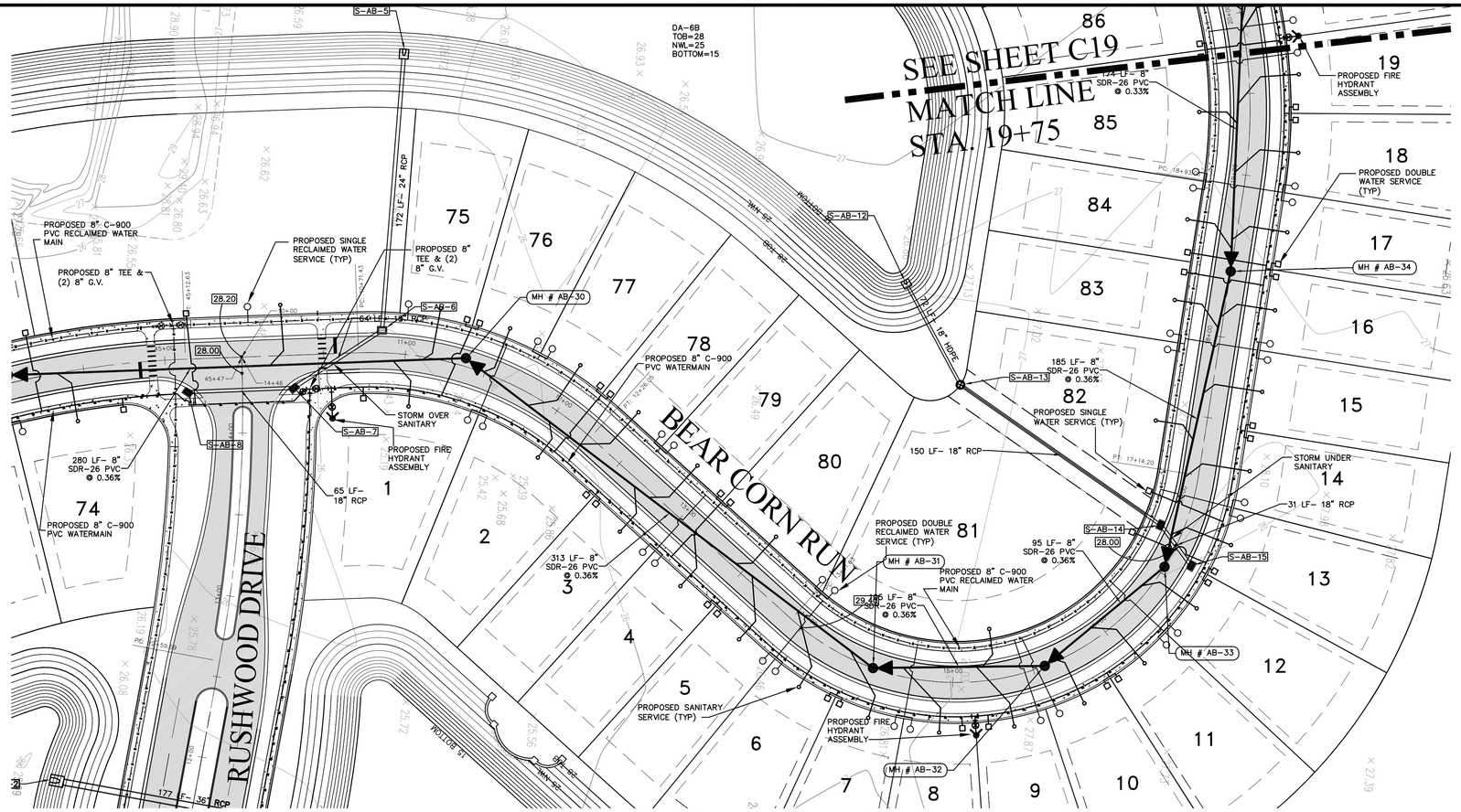
PROJECT NO.:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP1-A-B
XREFS:	09066SURV
XREFS:	09066BASE

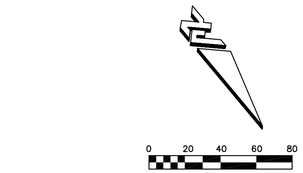
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C17 OF 29

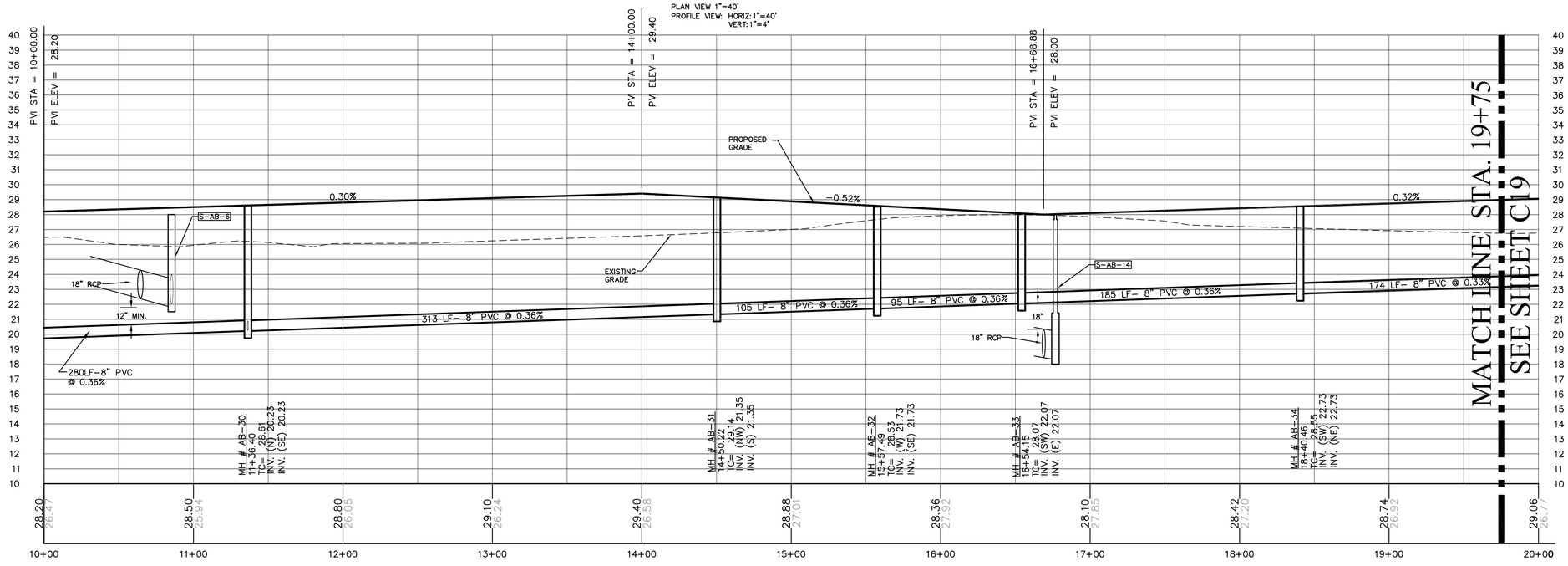




KEY MAP
SCALE: N.T.S.

BEAR CORN RUN- 50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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NO	DATE	REVISIONS:	BY
1	1/29/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PLAN & PROFILE-PHASE 1
BEAR CORN RUN
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

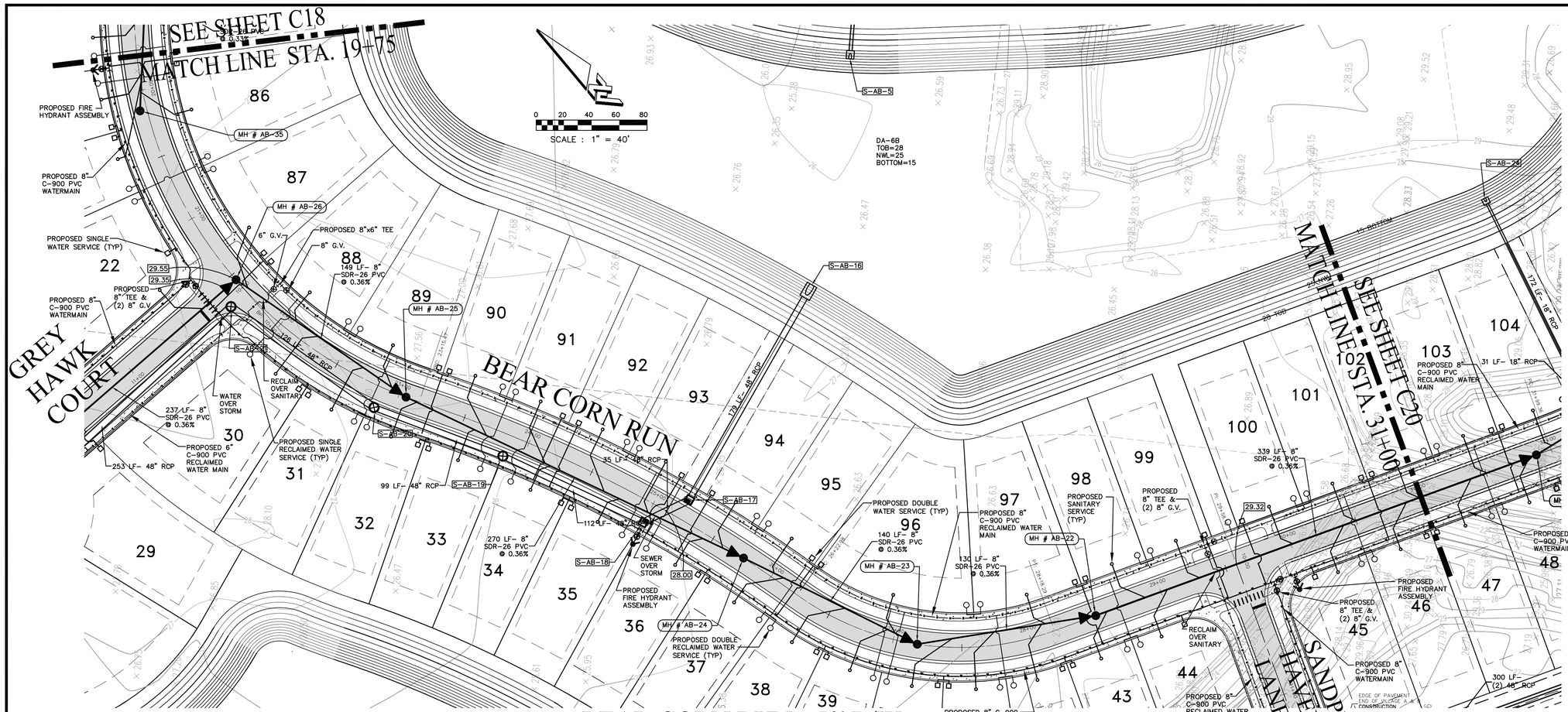
PROJECT NO.: 09066
ISSUE DATE: 9-16-14
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PPP2-A-B
XREFS: 09066SURV
XREFS: 09066MAS

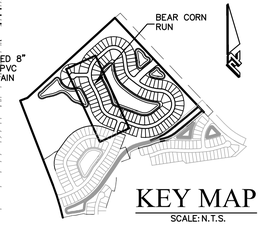
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

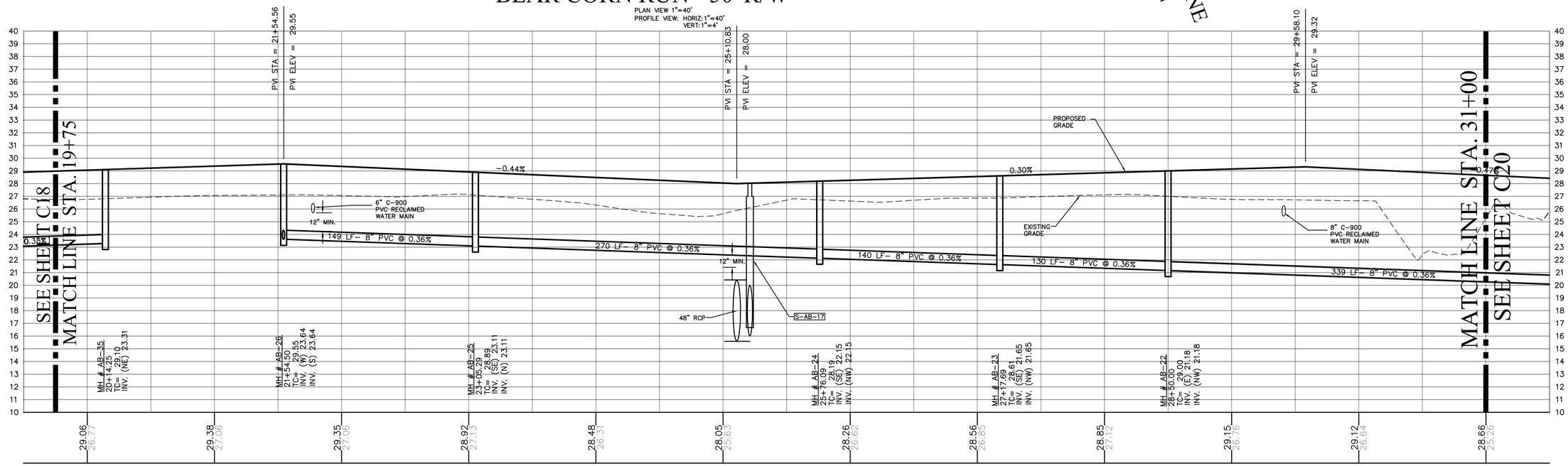
SHEET C18 OF 29





BEAR CORN RUN - 50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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NO	DATE	REVISIONS:	BY
1	7/25/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	8/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	9/09/15	REVISED PER CITY COMMENTS DATED 05/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PLAN & PROFILE-PHASE 1
BEAR CORN RUN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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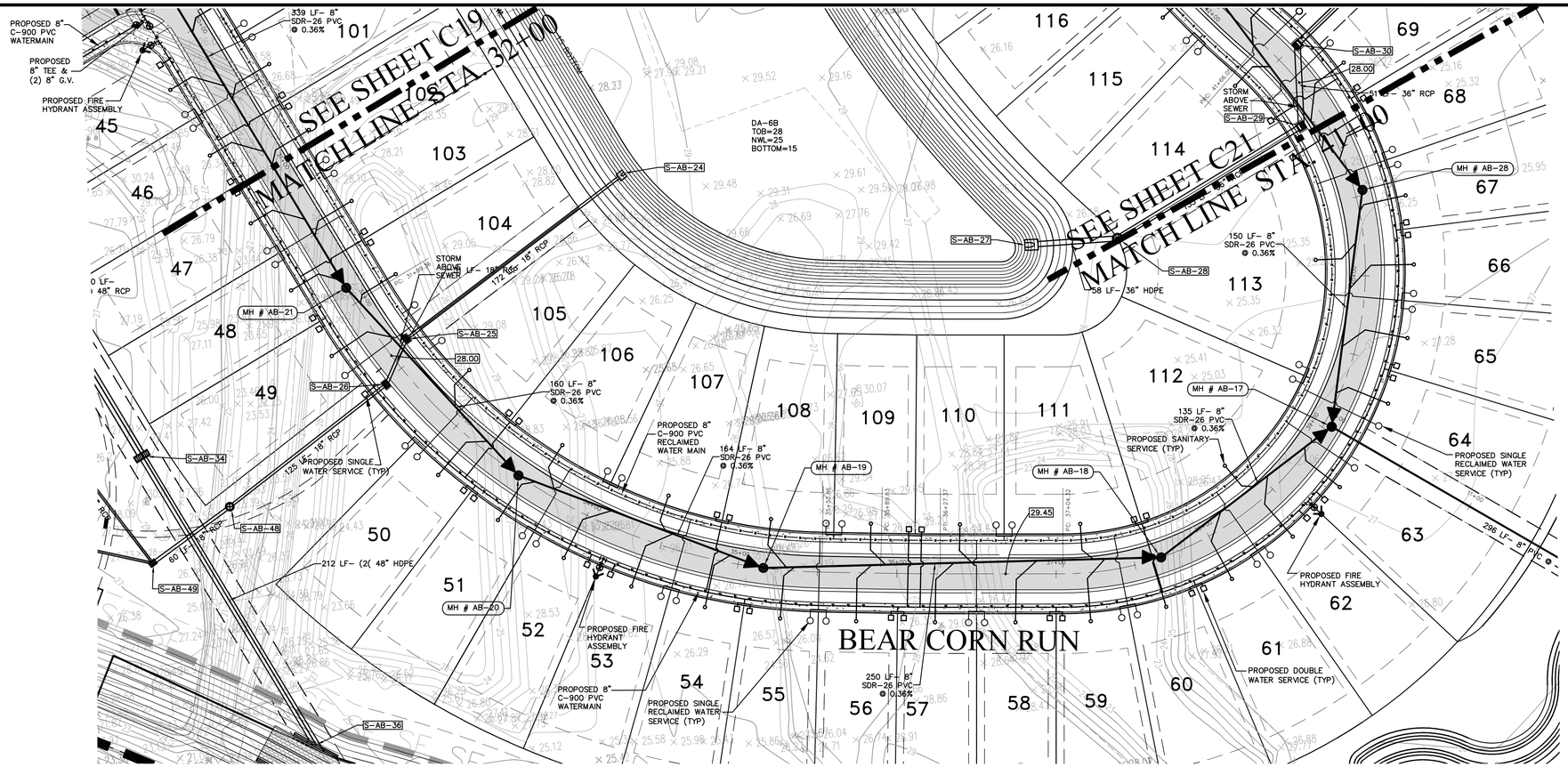
PROJECT NO: 09066
ISSUE DATE: 9-18-14
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PP3-A-B
XREFS: 09066SURV
IRFC'S: 09066IRFC

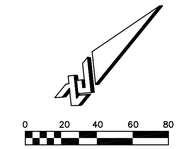
FILE LOCATION -

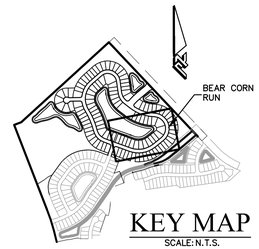
NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C19 OF 29



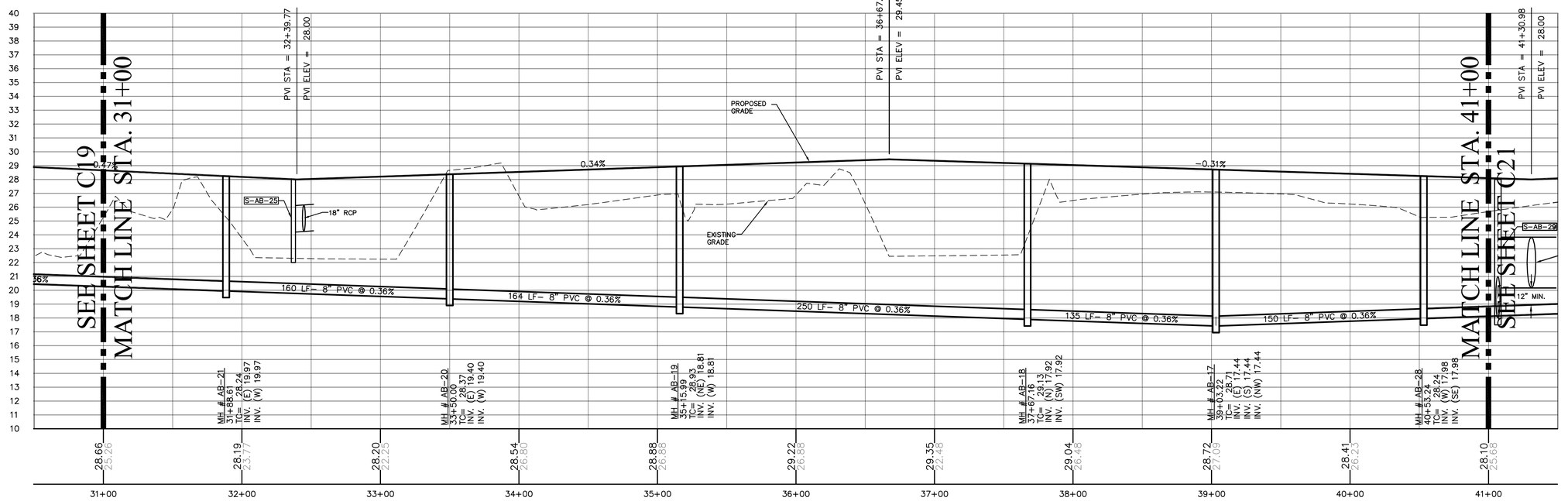




KEY MAP
SCALE: N.T.S.

BEAR CORN RUN - 50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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4	9/9/15	REVISED PER CITY COMMENTS DATED 09/2/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 1
BEAR CORN RUN

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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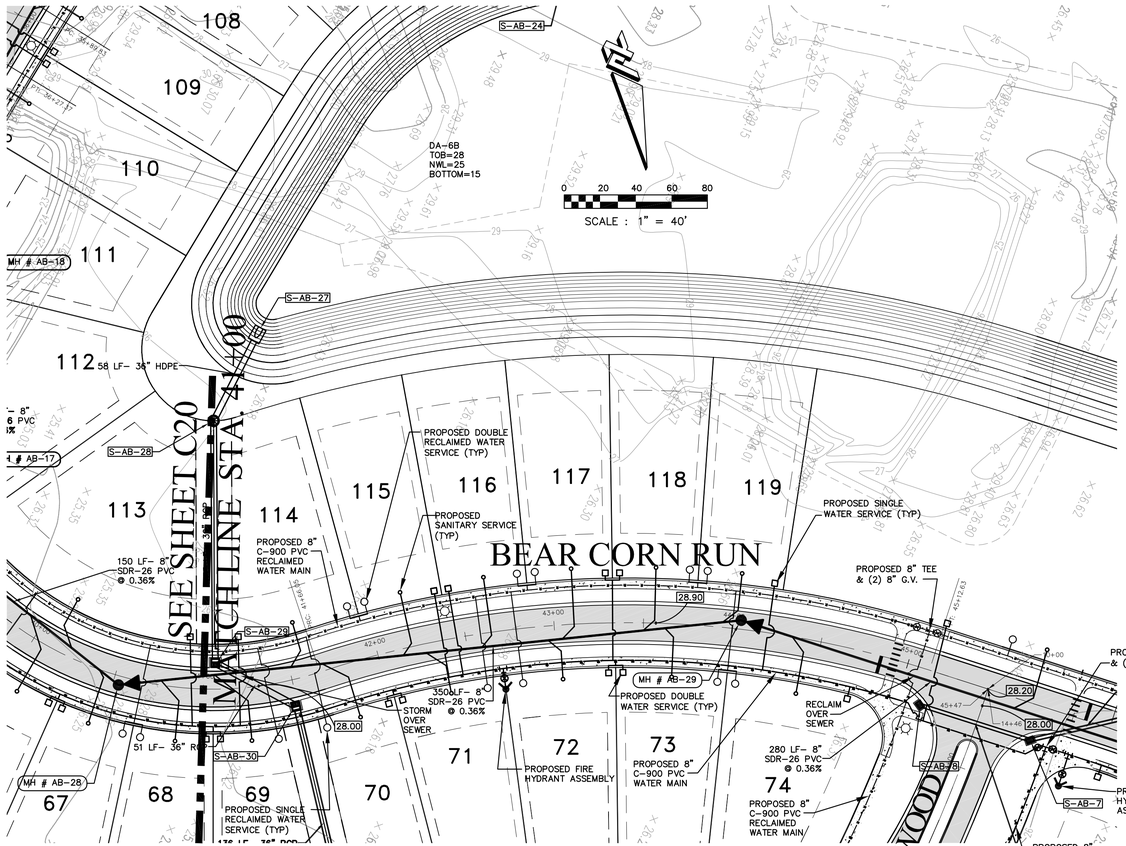
PROJECT NO:	09066	DRAFTED BY: CM	
ISSUE DATE:	9-18-14	CHECKED BY: RMH	
DESIGNED BY:	MLP/RMH	DRAWING FILE: 09066PP4-AB XREFS: 09066SURV #REFS: 09066SHS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

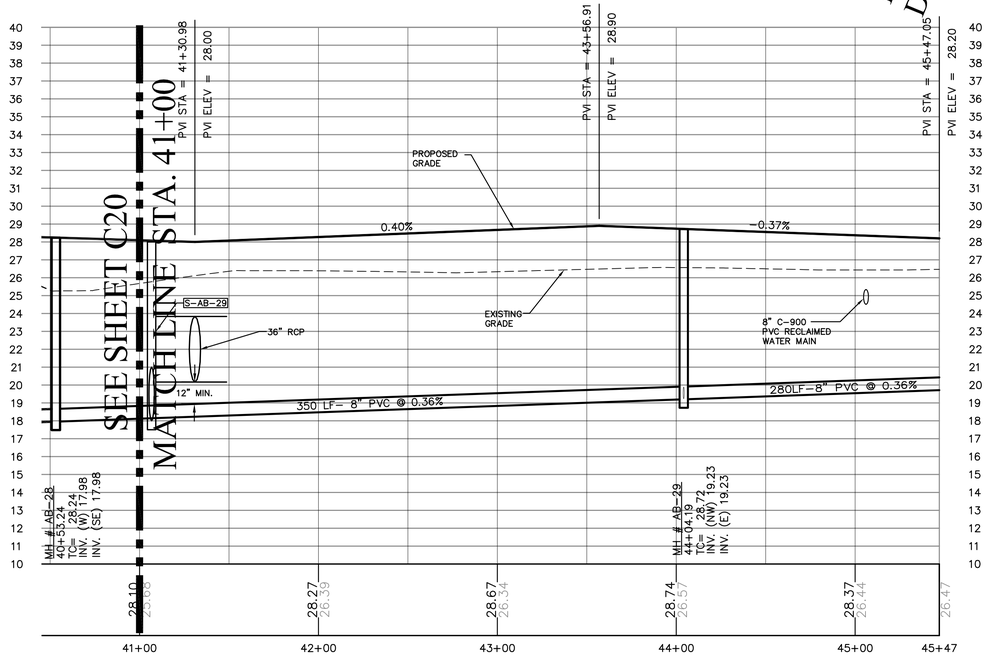
SCALE: 1"=40'

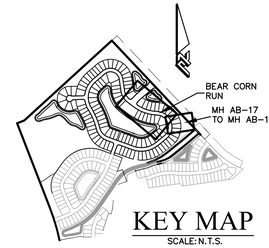
SHEET C20 OF 29



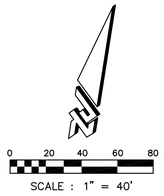
BEAR CORN RUN - 50' R/W

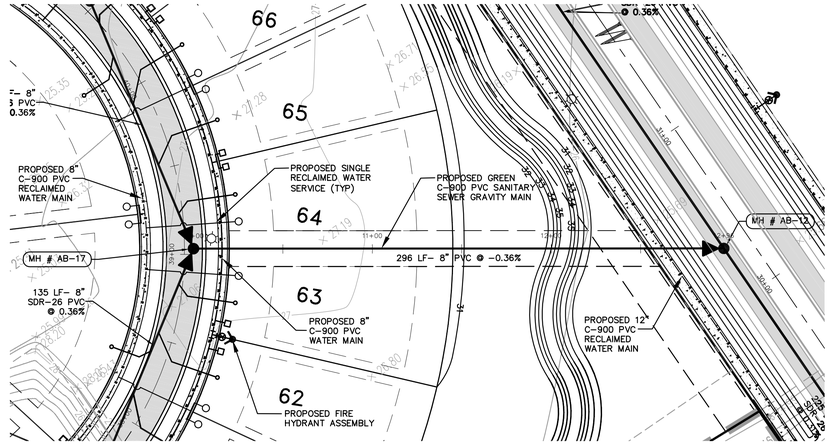
PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'





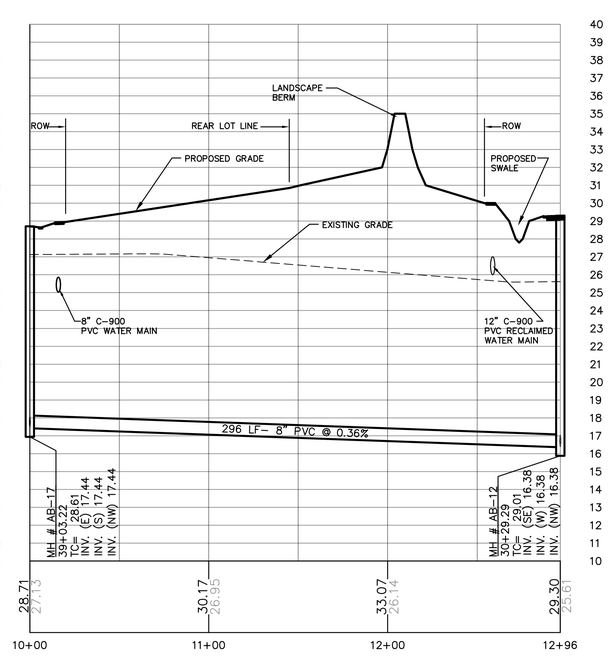
KEY MAP
SCALE: N.T.S.





MH AB-17 TO MH AB-12

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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PROJECT NO:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLN/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PPS-A-B
XREFS:	09066SURV
XREFS:	09066BASE

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C21 OF 29

NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

ORMOND BEACH
1200 INTERCHANGE BLVD, STE. #C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX: (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S, PLAZA 5 STE # 601, ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX: (904) 797-4159

AMELIA ISLAND
1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX: (904) 797-4159

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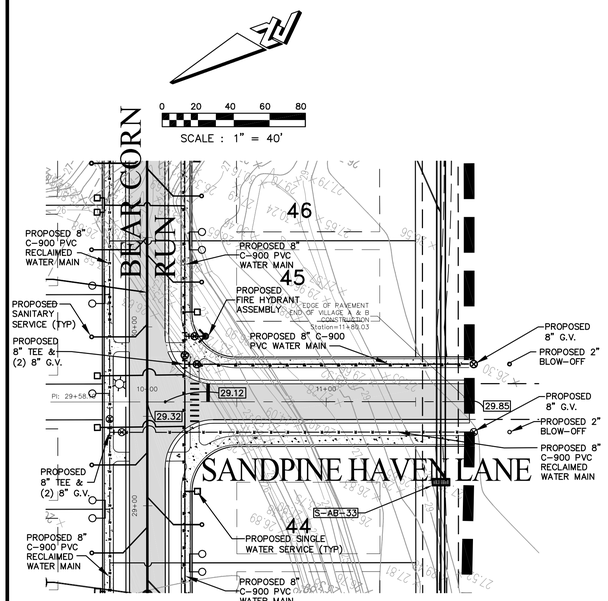
HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

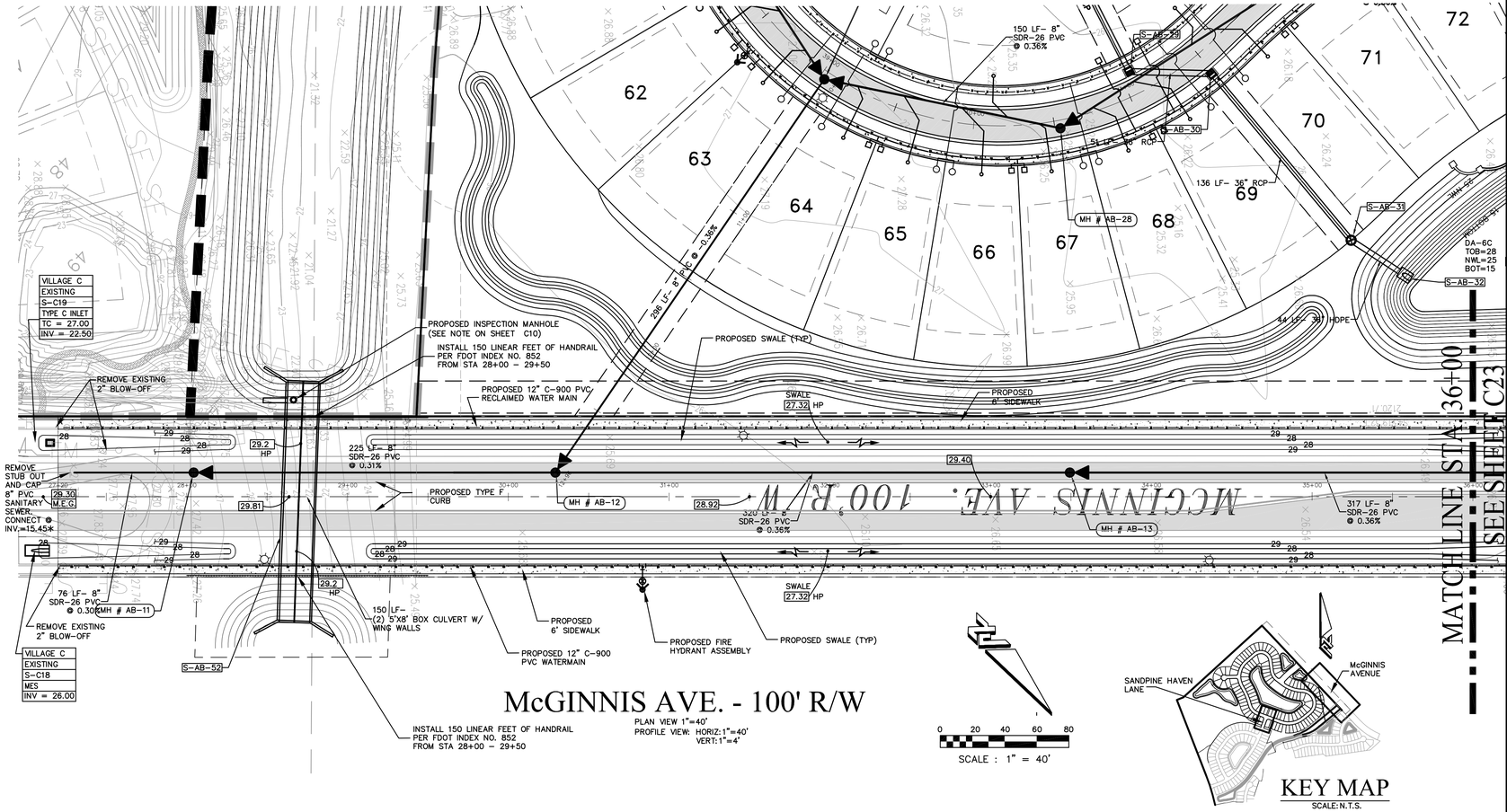
FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 1
BEAR CORN RUN & SANDPINE HAVEN LANE
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE



SANDPINE HAVEN LANE-50' R/W

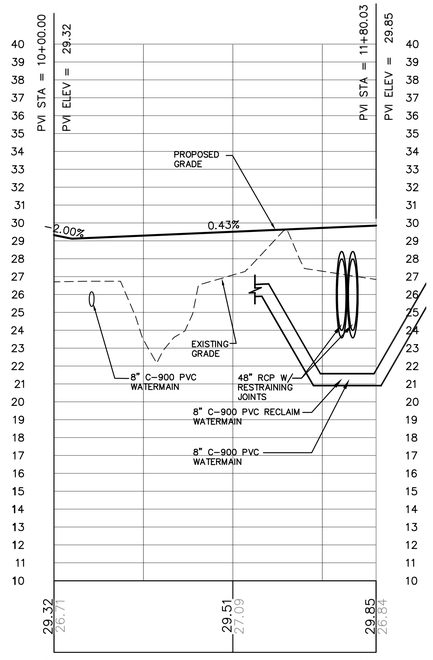
PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'

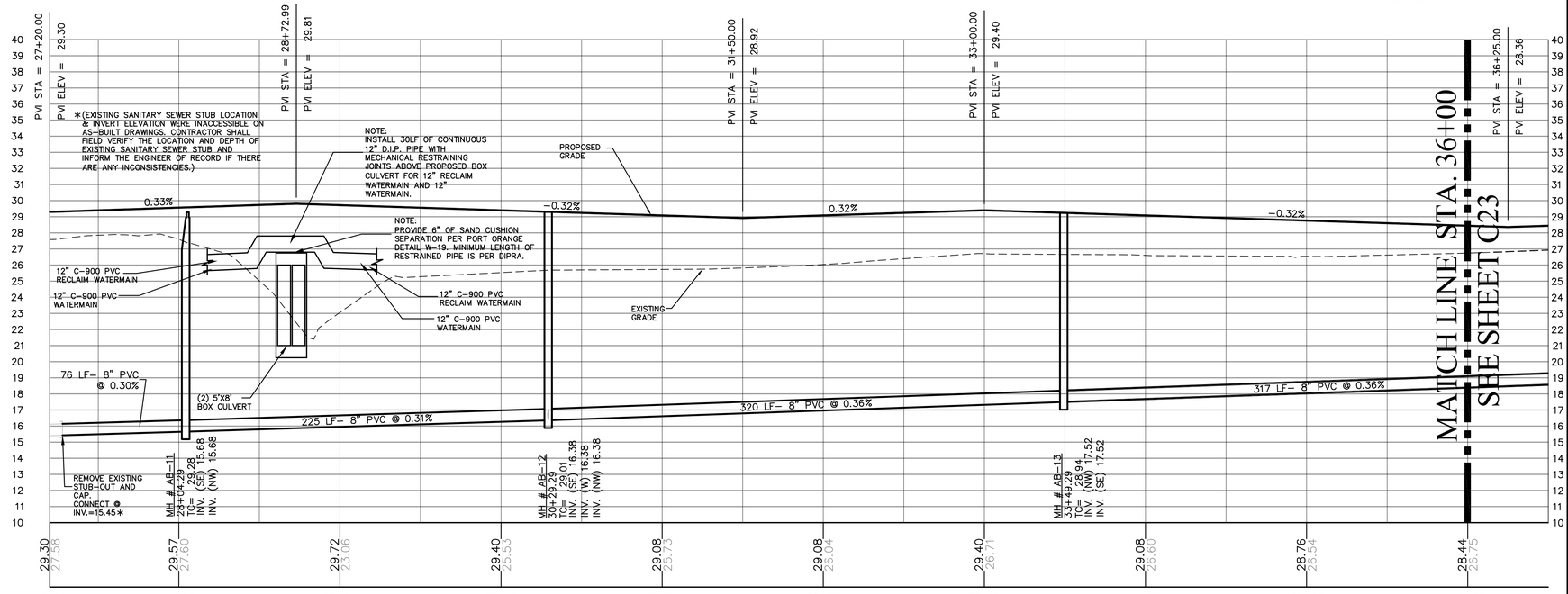


McGINNIS AVE. - 100' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'

KEY MAP
SCALE: N.T.S.





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ORMOND BEACH
300 INTERCHANGE BLVD. STE. 8C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX: (386) 677-2505

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
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4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
PLAN & PROFILE-PHASE 1
McGINNIS AVE.
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
(C.A. #27 EB)
WWW.ZEVCOHEN.COM

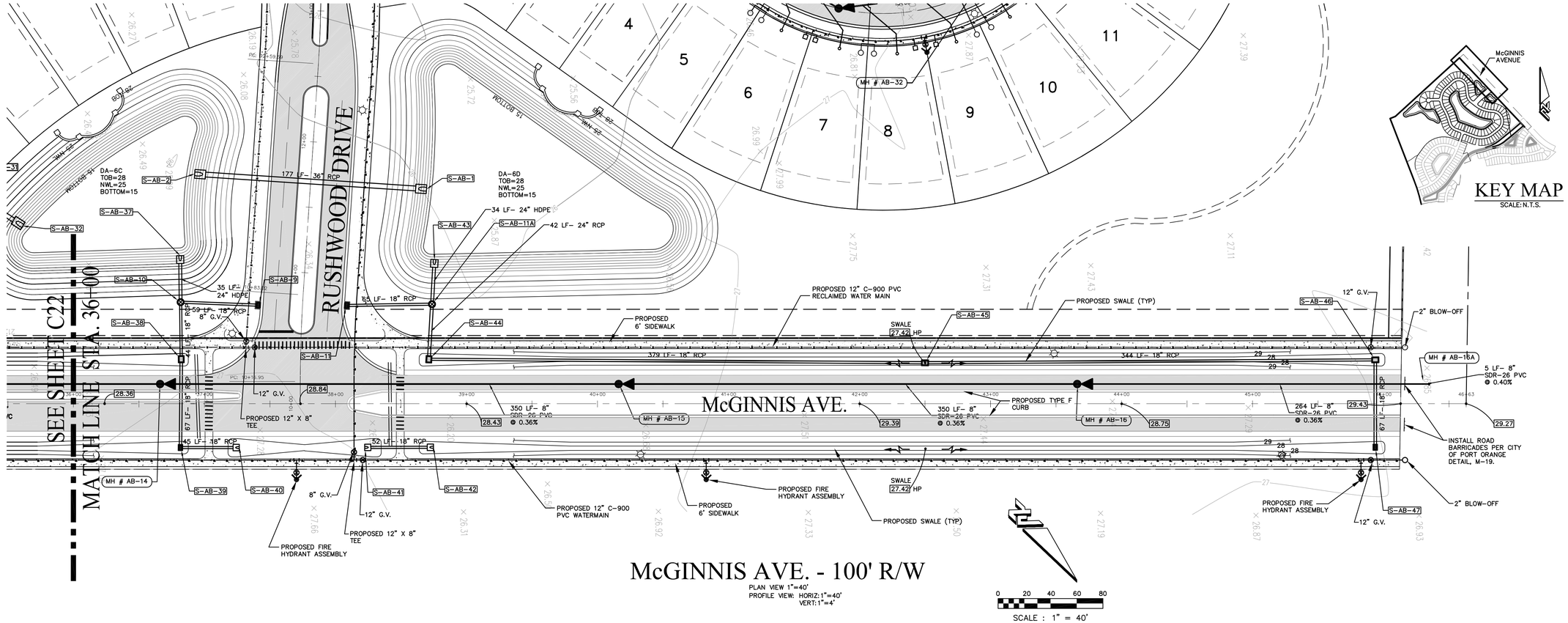
PROJECT NO:	09066	DRAFTED BY: CM	CHECKED BY: RMH
ISSUE DATE:	9-18-14		DRAWING FILE: 09066PPA-AB XREFS: 09066SURV XREFS: 09066SHS
DESIGNED BY:	MURRAY		

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

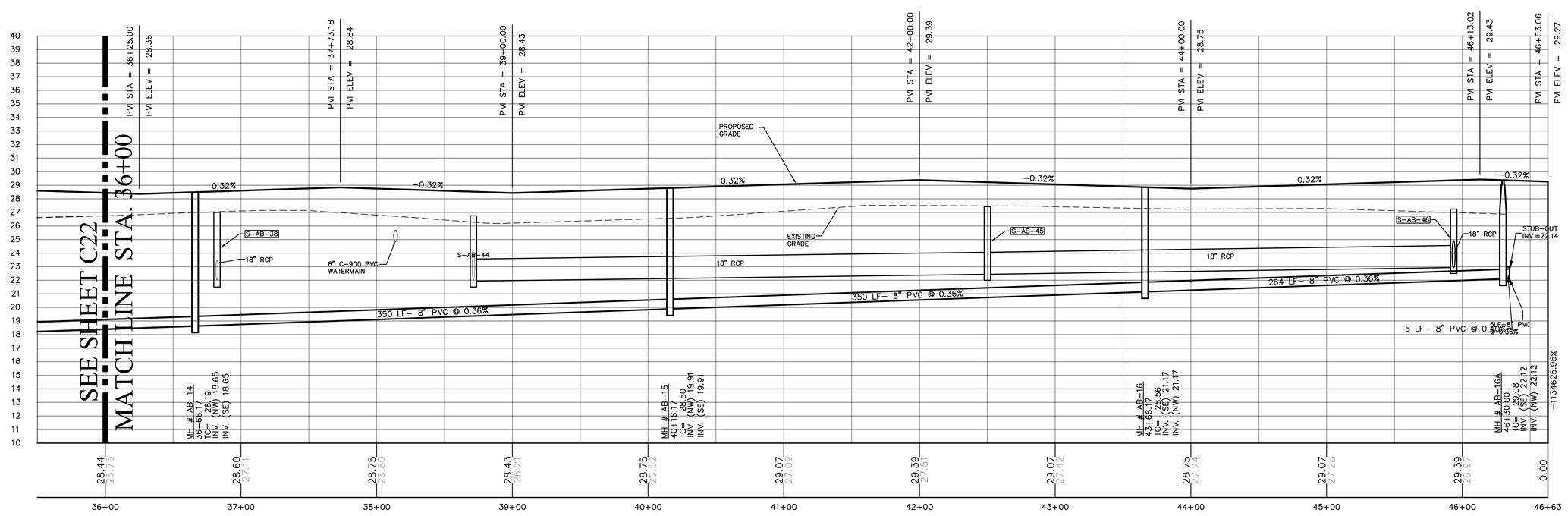
SHEET C22 OF 29



McGINNIS AVE. - 100' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'

SCALE : 1" = 40'



KEY MAP
SCALE:N.T.S.

ZEV COHEN & ASSOCIATES INC. 2013

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NO	DATE	REVISIONS:	BY
1.	1/16/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2.	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3.	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4.	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 1
McGINNIS AVE.
VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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PROJECT NO:	09066
ISSUE DATE:	9-16-14
DESIGNED BY:	MLR/RMH
DRAFTED BY: CM	
CHECKED BY: RMH	
DRAWING FILE: 09066PP7-A-B	
XREFS: 09066SURV	
JOBS: 09066SB	

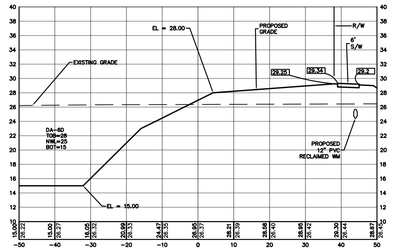
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C23 OF 29

SECTION A–A SCALE: HORIZ:1"=20'
VERT:1"=2'



SECTION B–B SCALE: HORIZ:1"=20'
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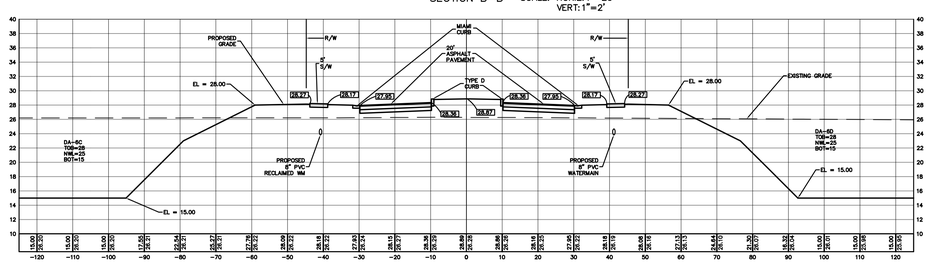

SECTION C–C

SECTION C–C SCALE: HORIZ:1"=20'
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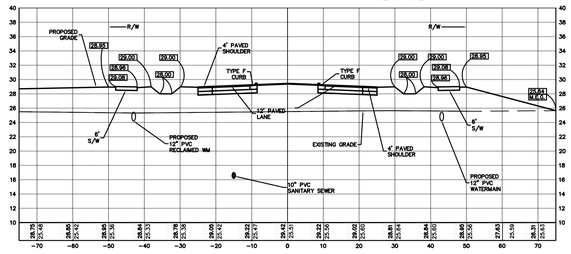

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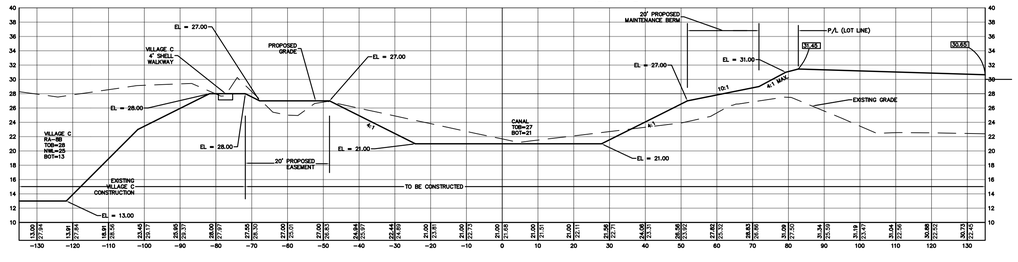

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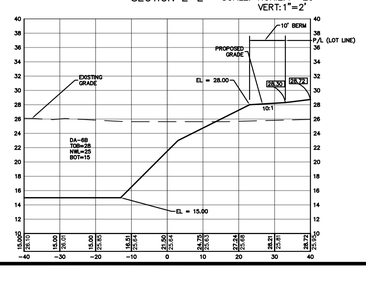
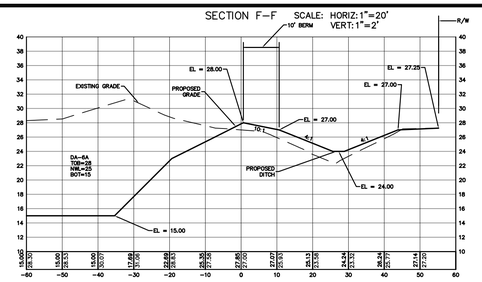
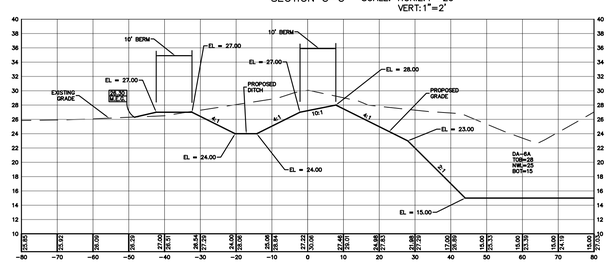


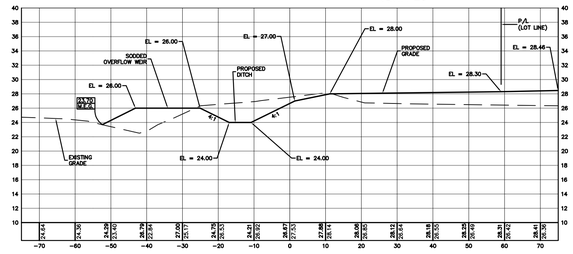
SECTION F–F SCALE: HORIZ:1"=20'
VERT:1"=2'



SECTION G–G SCALE: HORIZ:1"=20'
VERT:1"=2'



SECTION H–H SCALE: HORIZ:1"=20'
VERT:1"=2'



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PROJECT NO:	09066	DRAFTED BY: CM	DRAWING FILE: 09066SEC
ISSUE DATE:	9-16-14	CHECKED BY: RMH	XREFS: 09066SURV
DESIGNED BY:	MLR/RMH		XREFS: 09066SHS

FILE LOCATION =

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C24 OF 29

ZEV COHEN & ASSOCIATES INC. 2013

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AMELIA ISLAND
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NO	DATE	REVISIONS:	BY
1	1/30/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
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4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CROSS SECTIONS-PHASE 1

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

NOTES:

1. HYDRANTS SHALL BE OF THE NON-DRAINING TYPE.
2. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT THE MANUFACTURE-EPOXY OR POLYURETHANE.
3. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
4. RESTRAINED JOINTS REQUIRED. THRUST BLOCKS ARE NOT PERMITTED.
5. ADJUSTABLE TRENCH ADAPTOR ASSY. REQUIRED FOR ALL VALVES GREATER THAN 3' DEEP.
6. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS. (TYPICAL)
7. CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
8. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.
9. THE INTERNAL UPPER AND LOWER STEM SHALL BE MIN. OF 304 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

FILE NAME: W4.DWG
DETAIL REF: W-4

NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
4. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
VALVE AND VALVE BOX
(4" – 16" VALVE SIZES)
REV. 12/08

FILE NAME: W5.DWG
DETAIL REF: W-5

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
WATER SERVICE
(METER SIZES 3/4"-1")
REV. 12/08

FILE NAME: W9.DWG
DETAIL REF: W-9

NOTE: BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00-1118-12 (11"x18"x12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE CDR #WC00-1118-2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR

NOTE: PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW-OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
BLOW-OFF ASSEMBLY
REV. 12/08

FILE NAME: W13.DWG
DETAIL REF: W-13

NOTE:

1. THIS DETAIL DOES NOT APPLY TO WATER OR SEWER SERVICES.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN CONFLICT
REV. 12/08

FILE NAME: W19.DWG
DETAIL REF: W-19

CONCRETE ENCASEMENT OF SANITARY SEWER IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT WHEN UNABLE TO MAINTAIN 18" VERTICAL SEPARATION DISTANCE. IN SUCH INSTANCES, THE MINIMUM PIPE VERTICAL SEPARATION SHALL BE 12".

NOTES:

1. LOWERING OF EXISTING WATER MAIN & FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF EXISTING FIELD CONDITIONS PERMIT.
2. LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
3. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT
REV. 12/08

FILE NAME: W20.DWG
DETAIL REF: W-20

NOTES:

1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN OR RECLAIMED WATER LINE AND ADEQUATE CLEARANCE IS PROVIDED FROM THE STORM SEWER PIPE.
2. PIPE SHALL BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA AND ADAPTED TO PVC PIPE AS NECESSARY.

STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK
REV. 12/08

FILE NAME: W21.DWG
DETAIL REF: W-21

* DIRECT TIE-IN METHOD ALLOWED WHEN TIE-IN UNDER EXISTING PAVEMENT LIMITS.

NOTES:

1. THIS DETAIL SHALL BE UTILIZED ON ALL WATERLINE EXTENSIONS. THE CITY WILL ALLOW A DIRECT CONNECTION TO THE CITY'S DRINKING WATER SYSTEM AT ONLY ONE POINT OF CONNECTION. FINAL SECONDARY TIE-INS SHALL BE PERFORMED AFTER CLEARANCE FROM THE D.E.P.
2. PROVIDE SUPPORT AND/OR PROTECTIVE MEASURES TO PREVENT ABOVE GROUND PIPE BEING BROKEN.

STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

FILE NAME: W27.DWG
DETAIL REF: W-27

NOTES:

1. ON TRANSITIONS BETWEEN LARGER DIAMETER AND SMALLER SEWER COLLECTORS, OR THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLES.
4. 0.1' – DROP ACROSS MANHOLE TYP.
5. MAXIMUM DEPTH NOT TO EXCEED 15.0 FEET MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.

STANDARD CONSTRUCTION DETAIL
STANDARD MANHOLE
REV. 12/08

FILE NAME: S6.DWG
DETAIL REF: S-6

NOTES:
1– MATERIAL: ASTM–A48 CLASS 35B GRAY IRON
2– RING WT.: 85 LBS. APP
3– COVER WT: 120 LBS. APP.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER COVER & GENERAL NOTES
USF 117 RING & BL COVER
REV. 12/08

FILE NAME: S7.DWG
DETAIL REF: S-7

SECTION – SHALLOW MANHOLE
USE FOR MANHOLES OF 5'–0" OR LESS IN DEPTH

NOTES:

1. INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS (MINIMUM 9" WIDTH).
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLE.

STANDARD CONSTRUCTION DETAIL
SHALLOW MANHOLE
REV. 12/08

FILE NAME: S8.DWG
DETAIL REF: S-8

SEE DETAIL S-9 FOR ADDITIONAL INFORMATION

STANDARD CONSTRUCTION DETAIL
OUTSIDE DROP MANHOLE
(STANDARD NEW CONSTRUCTION)
REV. 12/08

FILE NAME: S9.DWG
DETAIL REF: S-9

MANHOLE BASE WITH PRECAST DROP

MANHOLE DESIGN
MANHOLE DESIGN SPECIFICATIONS CONFORM TO "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS.

STANDARD CONSTRUCTION DETAIL
OUTSIDE DROP MANHOLE (STANDARD)
REV. 12/08

FILE NAME: S10.DWG
DETAIL REF: S-10

MANHOLE PIPE CONNECTION DETAIL
FOR NEW CONNECTIONS IN EXISTING MANHOLES

PRECAST JOINT CONNECTION

NOTES:

1. ALL NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN–FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE.

STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT
CONNECTION.
REV. 12/08

FILE NAME: S13.DWG
DETAIL REF: S-13

ALTERNATE GRADIENT FOR HOUSE SERVICE SEWERS AT CONFLICTS WITH EXISTING STORM SEWERS & OTHER EXISTING CONDUITS

APPROVED PIPE MATERIALS–PVC (SDR 26)

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE CROSSING / SANITARY LATERAL PIPE
CROSSING
REV. 12/08

FILE NAME: S14.DWG
DETAIL REF: S-14

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PROJECT NO.: 09066
ISSUE DATE: 9-16-14
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066DET-A-B
XREFS: 09066TTB
XREFS:

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C25 OF 29

NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
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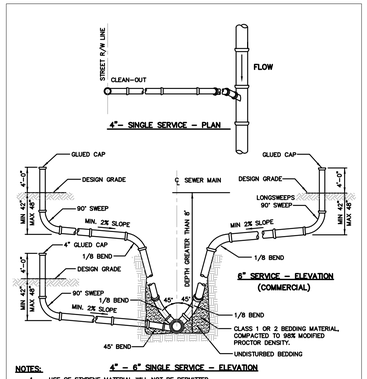
HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA



NOTES:

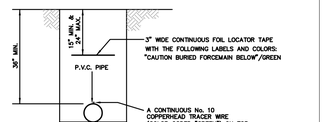
1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET (NO GLUED FITTINGS) TYPICAL.
3. USE ALL HARCO SDR-26 FITTINGS OR CITY APPROVED EQUAL.
4. APPROVED EQUAL IS MULTI FITTINGS 8" X 6" OR 8" X 4" T-WYE AND 8" X 6" OR 8" X 4" WYE WITH A DATE STAMP.

4" - RESIDENTIAL
6" - COMMERCIAL

STANDARD CONSTRUCTION DETAIL
SEWER LATERAL

REV. 12/08

FILE NAME: S15.DWG
DETAIL REF: S-15



"TERRA TAPE D" or SIMILAR

NOTE:

1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).

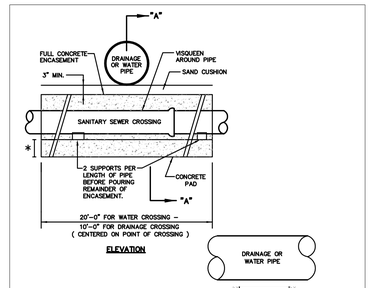
2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR SEWER FORCE MAIN, PIPELINES

REV. 12/08

FILE NAME: S17.DWG
DETAIL REF: S-17



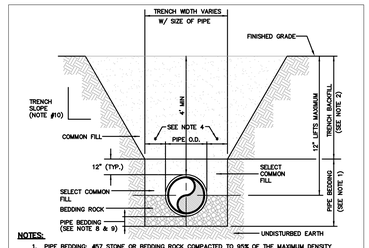
NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD, USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING

REV. 12/08

FILE NAME: S18.DWG
DETAIL REF: S-18



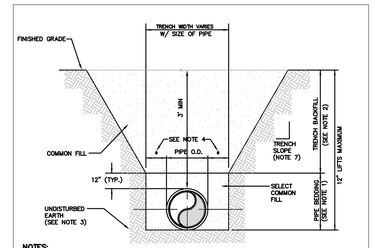
NOTES:

1. PIPE BEDDING: #57 STONE OR BEDDING ROCK COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER PAVEMENT, DRIVEWAYS AND STRUCTURES.)
3. USE TYPE "A" BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE "A" BEDDING, WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
10. REFER TO OSHA REQMTS. FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.

STANDARD CONSTRUCTION DETAIL
TYPE "A" BEDDING AND TRENCH
(SPECIAL GRAVITY SEWER INSTALLATIONS)

REV. 12/08

FILE NAME: S27.DWG
DETAIL REF: S-27



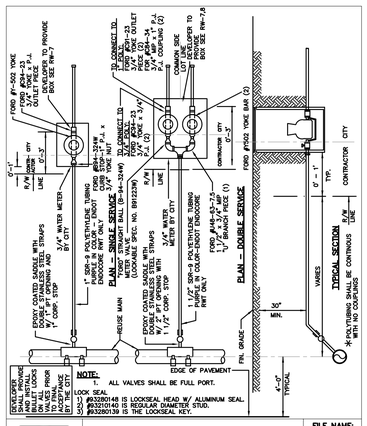
NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

STANDARD CONSTRUCTION DETAIL
TYPE "B" BEDDING AND TRENCH
(TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)

REV. 12/08

FILE NAME: S28.DWG
DETAIL REF: S-28



NOTE:

1. ALL VALVES SHALL BE FULL PORT.

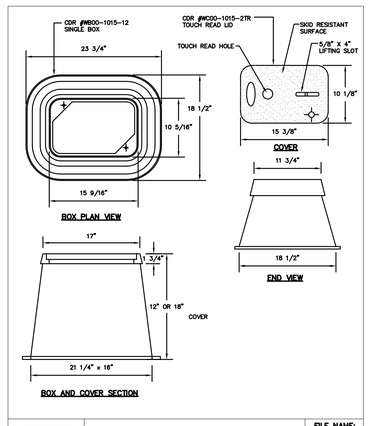
LOCK SEAL

1) #932801418 IS LOCKSEAL HEAD W/ ALUMINUM SEAL.
2) #932101410 IS REGULAR DIAMETER STUD.
3) #932801319 IS THE LOCKSEAL KEY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER SERVICE:
IRRIGATION (SPRINKLER) CONNECTION
3/4" - 1" METER

REV. 12/08

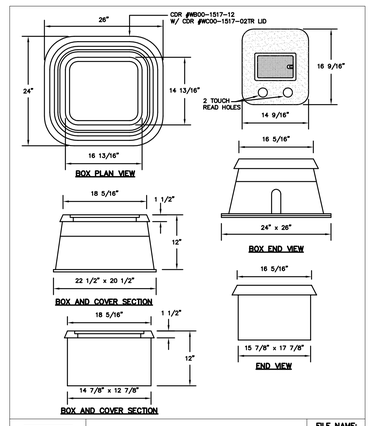
FILE NAME: RW5.DWG
DETAIL REF: RW-5



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER SERVICE:
SINGLE SERVICE
C.D.R. METER BOX

REV. 12/08

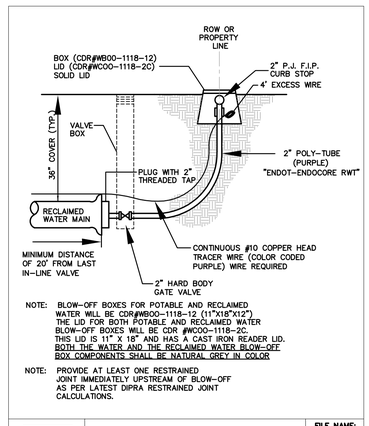
FILE NAME: RW7.DWG
DETAIL REF: RW-7



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER SERVICE:
DOUBLE SERVICE
C.D.R. METER BOX

REV. 12/08

FILE NAME: RW8.DWG
DETAIL REF: RW-8



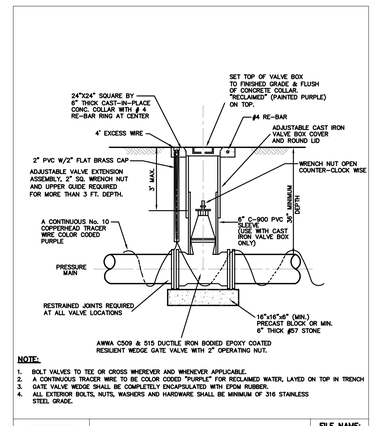
NOTE: BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00-1118-12 (11"X18"X12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE CDR #WC00-1118-2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR

NOTE: PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW-OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER BLOW OFF

REV. 12/08

FILE NAME: RW10.DWG
DETAIL REF: RW-10



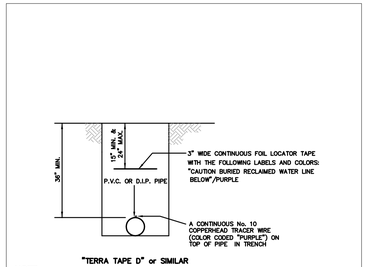
NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "PURPLE" FOR RECLAIMED WATER, LAYED ON TOP IN TRENCH
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
4. ALL EXTERIOR BOLTS, NUTS, WASHERS AND HARDWARE SHALL BE MINIMUM OF 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER
VALVE AND VALVE BOX
(4" - 16" VALVE SIZES)

REV. 12/08

FILE NAME: RW11.DWG
DETAIL REF: RW-11



"TERRA TAPE D" or SIMILAR

NOTE:

1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).

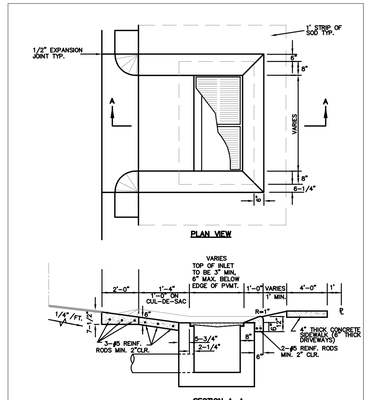
2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR RECLAIMED WATER, PIPELINES

REV. 12/08

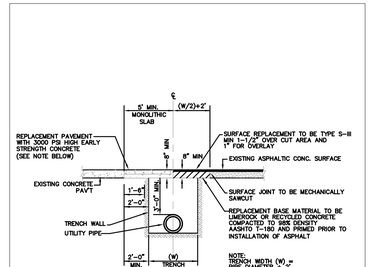
FILE NAME: RW12.DWG
DETAIL REF: RW-12



STANDARD CONSTRUCTION DETAIL
STORM INLET APRON

REV. 12/08

FILE NAME: ST1.DWG
DETAIL REF: ST-1



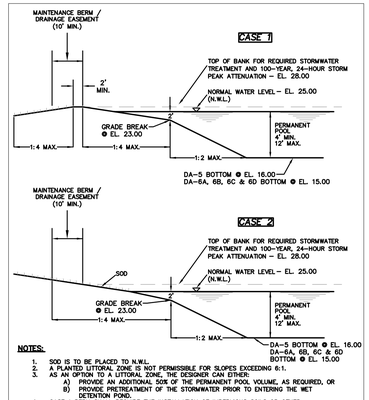
NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING
2. SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T-180
3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI – 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.

STANDARD CONSTRUCTION DETAIL
PAVEMENT TRENCH RESTORATION

REV. 12/08

FILE NAME: ST3.DWG
DETAIL REF: ST-3



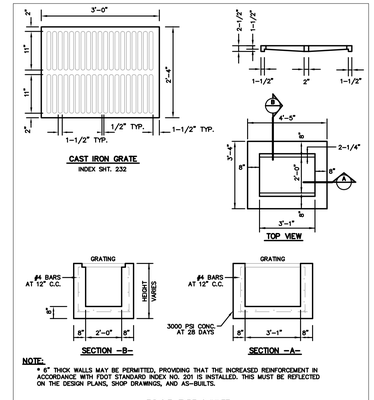
NOTES:

1. SOD IS TO BE PLACED TO N.W.L.
2. A PLANTED LITTORAL ZONE IS NOT PERMISSIBLE FOR SLOPES EXCEEDING 6:1.
3. AS AN OPTION TO A LITTORAL ZONE, THE DESIGNER CAN EITHER:
   A) PROVIDE AN ADDITIONAL 50% OF THE PERMANENT POOL VOLUME, AS REQUIRED, OR
   B) PROVIDE PRETREATMENT OF THE STORMWATER PRIOR TO ENTERING THE WET DETENTION POND.
4. CASE-1 BERM SHALL REQUIRE THE INSTALLATION OF IMPERVIOUS SOILS OR OTHER METHODS TO PREVENT TRANSMISSION OF WATER.

STANDARD CONSTRUCTION DETAIL
WET RETENTION POND

REV. 12/08

FILE NAME: ST10.DWG
DETAIL REF: ST-10



NOTE:

* 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILTS.

F.D.O.T. TYPE C INLET
INDEX SHT. 232

STANDARD CONSTRUCTION DETAIL
TYPE "C" STORM INLET

REV. 12/08

FILE NAME: ST11.DWG
DETAIL REF: ST-11

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO.:	09066
ISSUE DATE:	9-18-14
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066DET-A-B
XREFS:	09066TTB
JOB FILES:	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C26 OF 29

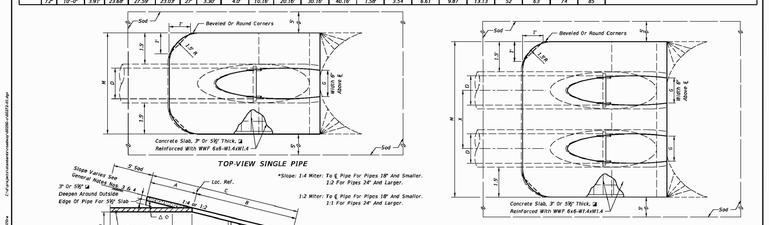
DIMENSIONS AND QUANTITIES																				
										M				N	18" CONCRETE SLAB (CY) ②				SODDING (SY)			
	D	X	A	B	C	E	F	G	H ■	Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe		Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe
12 Slope	15"	2'-0"	1'-92"	2'-11"	4'-10"	2'-06"	5"	1'-2"	2'-9"	4.63	7.72	9.79	12.37	1.19	0.38	0.58	0.77	0.96	21	24	27	30
	18"	2'-3"	1'-92"	3'-2"	5'-1"	2'-09"	5"	1'-5"	3'-0"	4.82	7.72	10.58	13.42	1.21	0.44	0.65	0.87	1.09	22	25	28	31
	24"	2'-9"	2'-06"	3'-85"	5'-91"	3'-56"	7"	1'-7"	3'-4"	5.50	8.82	12.33	15.73	1.25	0.54	0.83	1.12	1.42	24	28	32	35
	30"	3'-3"	2'-35"	4'-95"	7'-10"	4'-56"	8"	1'-10"	3'-8"	6.08	10.33	14.58	18.83	1.29	0.66	1.09	1.50	1.93	26	31	35	40
	36"	3'-9"	2'-29"	6'-08"	8'-37"	5'-36"	9"	2'-04"	3'-4"	6.67	11.79	16.89	21.97	1.33	0.81	1.38	1.95	2.53	28	34	39	45
	42"	4'-3"	2'-29"	7'-21"	9'-50"	6'-17"	10"	2'-1"	3'-8"	7.25	12.85	18.45	24.05	1.37	0.97	1.66	2.35	3.04	30	37	43	50
	48"	4'-9"	2'-29"	8'-31"	11'-03"	6'-96"	11"	2'-3"	3'-8"	7.83	13.91	20.00	26.08	1.41	1.13	1.94	2.75	3.56	32	39	47	54
	54"	5'-3"	2'-43"	9'-44"	11'-96"	6'-36"	12"	2'-6"	3'-8"	8.43	15.00	23.70	31.42	1.46	1.33	2.44	3.53	4.61	34	42	51	61
	60"	5'-9"	2'-43"	10'-56"	13'-18"	8'-36"	13"	3'-00"	3'-8"	9.00	17.20	25.00	32.80	1.50	1.51	2.88	4.26	5.68	36	45	55	64
	66"	6'-3"	2'-71"	11'-68"	14'-29"	10'-36"	13"	3'-18"	4'-4"	9.58	18.75	27.92	37.08	1.54	1.68	3.25	4.84	6.43	38	48	58	68
	72"	6'-9"	2'-71"	12'-80"	15'-40"	11'-36"	14"	3'-6"	4'-4"	10.16	20.30	30.45	40.59	1.58	1.89	3.74	5.59	7.45	40	51	62	73
1:4 Slope	15"	2'-0"	2'-00"	4'-09"	6'-90"	4'-07"	9"	1'-2"	4'-0"	4.63	7.72	9.79	12.37	1.19	0.53	0.81	1.15	1.44	23	26	29	32
	18"	2'-10"	2'-36"	5'-13"	7'-48"	5'-07"	9"	1'-4"	4'-0"	4.82	7.72	10.58	13.42	1.21	0.65	0.99	1.33	1.65	25	28	31	35
	24"	3'-5"	2'-58"	6'-18"	9'-11"	7'-07"	11"	1'-7"	4'-0"	5.50	8.82	12.33	15.73	1.25	0.85	1.30	1.73	2.20	28	32	36	40
	30"	4'-1"	3'-20"	7'-22"	11'-32"	8'-57"	12"	1'-10"	4'-0"	6.08	10.33	14.58	18.83	1.29	1.05	1.74	2.39	3.05	30	36	41	46
	36"	4'-9"	3'-20"	8'-31"	13'-13"	10'-27"	13"	2'-00"	4'-0"	6.67	11.79	16.89	21.97	1.33	1.32	2.21	3.08	3.96	34	40	46	52
	42"	5'-5"	3'-20"	9'-41"	14'-95"	11'-97"	14"	2'-2"	4'-0"	7.25	12.85	18.45	24.05	1.37	1.60	2.69	3.78	4.87	36	44	51	59
	48"	6'-1"	3'-20"	10'-53"	16'-62"	13'-53"	15"	2'-4"	4'-0"	7.83	13.91	20.00	26.08	1.41	1.85	3.35	4.73	6.11	41	48	56	63
	54"	6'-9"	3'-38"	11'-68"	17'-79"	15'-01"	16"	2'-6"	4'-0"	8.43	15.00	23.70	31.42	1.46	2.14	3.85	5.57	7.28	44	52	61	69
	60"	7'-5"	3'-56"	12'-55"	19'-01"	16'-31"	17"	2'-8"	4'-0"	9.00	17.20	26.00	34.80	1.50	2.45	4.66	6.87	9.07	47	56	66	75
	66"	8'-1"	3'-73"	13'-43"	20'-13"	17'-59"	18"	2'-10"	4'-0"	9.58	18.75	27.92	37.08	1.54	2.88	5.54	8.18	10.84	49	59	69	80
	72"	8'-9"	3'-91"	14'-68"	21'-25"	18'-59"	19"	3'-00"	4'-0"	10.16	20.18	30.19	40.19	1.58	3.34	6.61	9.87	13.13	52	63	74	85

■ See General Note No. 5. See Sheet 5 For 3' Slab Quantities

■ Values shown for estimating pipe quantities and are for information only.

B	E	
△ 6.42'	△ 6.20'	Dimensions permitted to allow use of 8' standard pipe lengths.
◇ 10.40'	◇ 10.10'	Dimensions permitted to allow use of 12' standard pipe lengths.

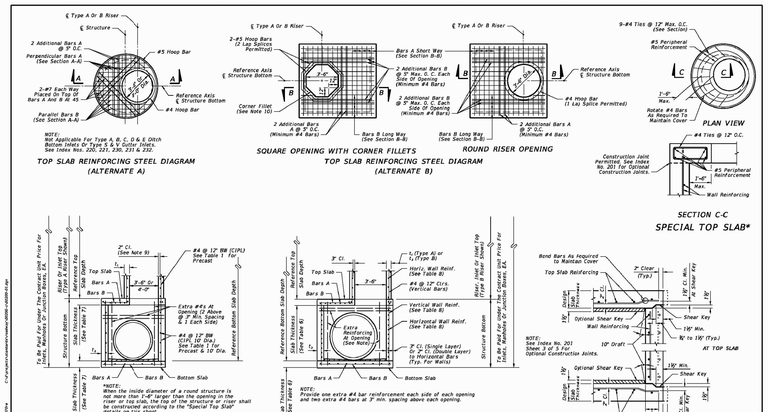
② Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



NOTE: See sheet 6 for details and notes.

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

LAST REVISION: 01/01/12	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	CROSS DRAIN MITERED END SECTION	INDEX NO. 272	SHEET NO. 1 of 6



LAST REVISION: 01/01/19	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	STRUCTURE BOTTOMS TYPE J AND P	INDEX NO. 200	SHEET NO. 1 of 5

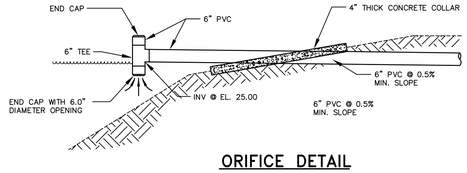
FDEP SEPARATION NOTES

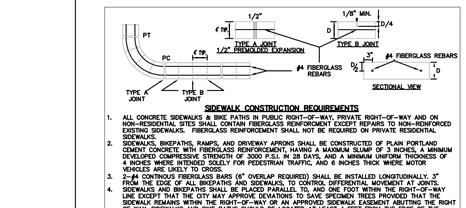
NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY– OR PRESSURE–TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62–610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY–TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY– OR VACUUM–TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE–TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM–TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62–610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY–OR PRESSURE–TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62–610, F.A.C.

ORIFICE DETAIL

NTS

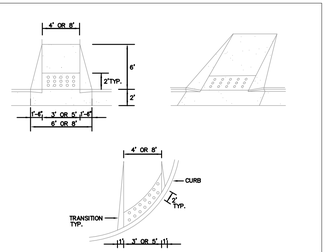




SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT–OF–WAY, PRIVATE RIGHT–OF–WAY AND ON NON–RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON–REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2–#4 CONTINOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT–OF–WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT–OF–WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED EQUAL TO THE WIDTH OF THE SLAB OR 6 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND COMPACTED TO A MINIMUM OF 98% OF MAXIMUM DENSITY. PRIOR TO PLACING, ANY FILL MATERIAL SHALL BE COMPACTED TO A SIMILAR PROVIDED FIELD DENSITY AND PROOFED.
10. ALL CONCRETE WORK IN THE RIGHT–OF–WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT–OF–WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

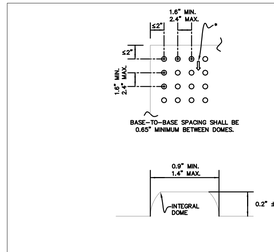
STANDARD CONSTRUCTION DETAIL: SIDEWALK CONSTRUCTION REQUIREMENTS	FILE NAME: M3.DWG	DETAIL REF: M-3
REV. 12/08		



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN COMFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

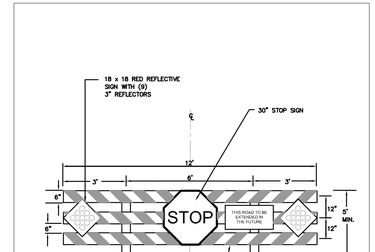
STANDARD CONSTRUCTION DETAIL: SIDEWALK AND BIKEPATH RAMP	FILE NAME: M4.DWG	DETAIL REF: M-4
REV. 12/08		



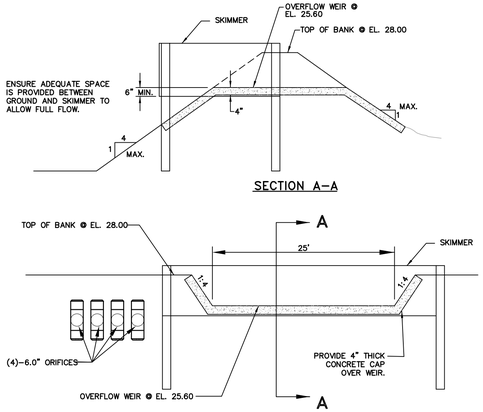
NOTES:

- ON RAMPS TAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN–LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN–LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

STANDARD CONSTRUCTION DETAIL: SIDEWALK AND BIKEPATH RAMP	FILE NAME: M5.DWG	DETAIL REF: M-5
REV. 12/08		

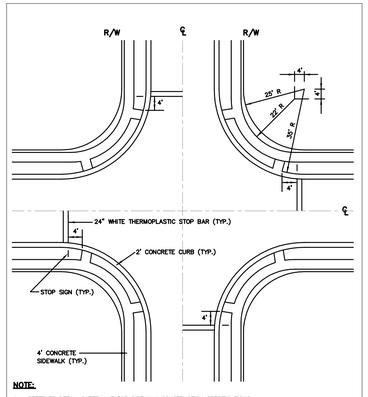


STANDARD CONSTRUCTION DETAIL: ROAD BARRICADE	FILE NAME: M9.DWG	DETAIL REF: M-9
REV. 12/08		



CONCRETE OVERFLOW WEIR DETAIL

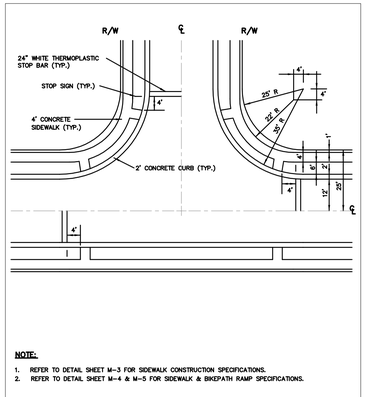
N.T.S.



NOTE:

1. REFER TO DETAIL SHEET M–3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M–4 & M–5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

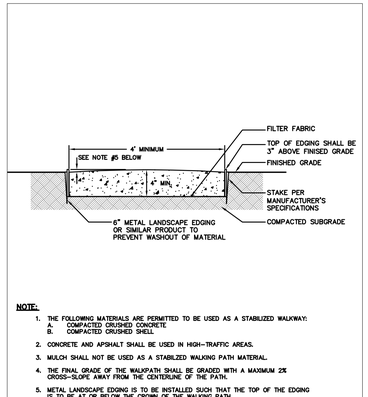
STANDARD CONSTRUCTION DETAIL: SIDEWALK CONSTRUCTION AT INTERSECTIONS	FILE NAME: M18.DWG	DETAIL REF: M-18
REV. 12/08		



NOTE:

1. REFER TO DETAIL SHEET M–3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M–4 & M–5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

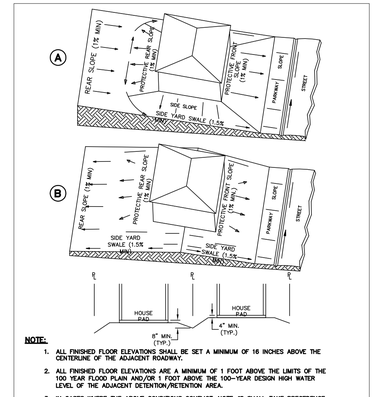
STANDARD CONSTRUCTION DETAIL: SIDEWALK CONSTRUCTION AT INTERSECTIONS	FILE NAME: M19.DWG	DETAIL REF: M-19
REV. 12/08		



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 WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH 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.

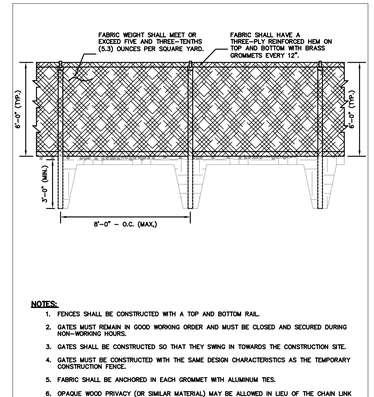
STANDARD CONSTRUCTION DETAIL: STABILIZED WALKING PATH	FILE NAME: M22.DWG	DETAIL REF: M-22
REV. 12/08		



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 DETENTION/RETENTION AREA.
3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

STANDARD CONSTRUCTION DETAIL: RESIDENTIAL GRADING	FILE NAME: M23.DWG	DETAIL REF: M-23
REV. 12/08		



NOTES:

1. FENCES SHALL BE CONSTRUCTED WITH A TOP AND BOTTOM RAIL.
2. GATES MUST REMAIN IN GOOD WORKING ORDER AND MUST BE CLOSED AND SECURED DURING NON–WORKING HOURS.
3. GATES SHALL BE CONSTRUCTED SO THAT THEY SWING IN TOWARDS THE CONSTRUCTION SITE.
4. GATES MUST BE CONSTRUCTED WITH THE SAME DESIGN CHARACTERISTICS AS THE TEMPORARY CONSTRUCTION FENCE.
5. FABRIC SHALL BE ANCHORED IN EACH GROMMET WITH ALUMINUM TIES.
6. OPAQUE WOOD PRIVACY (OR SIMILAR MATERIAL) MAY BE ALLOWED IN LIEU OF THE CHAIN LINK AND FABRIC FENCE PICTURED ABOVE.

STANDARD CONSTRUCTION DETAIL: TEMPORARY CONSTRUCTION FENCE	FILE NAME: M25.DWG	DETAIL REF: M–25
REV. 12/08		

ORMOND BEACH
32 INTERCHANGE BLVD. STE. #C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX: (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S, PLAZA S STE # 601, ST. AUGUSTINE FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 797-4159

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I

FINAL ENGINEERING PLANS

CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
6171 W. IVANHOE BLVD. ORLANDO, FL 32835
WWW.ZEVCOHEN.COM

PROJECT NO: 09066 | DRAFTED BY: CM

ISSUE DATE: 9-16-14 | CHECKED BY: RMH

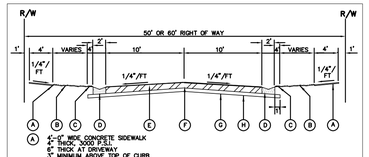
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066DET-A-B XREFS: 09066TB

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C27 OF 29



A 4'-0" WIDE CONCRETE SIDEWALK
6" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY
3" MINIMUM ABOVE TOP OF CURB

B SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE.

C 4' WIDE AREA WITH MAXIMUM SLOPE OF 1" PER 4 FT.

D CONCRETE MIAMI CURB, 3000 P.S.I.

E ASPHALT PAVEMENT:
1-1/4" ASPHALTIC BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

F BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

G SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

H SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

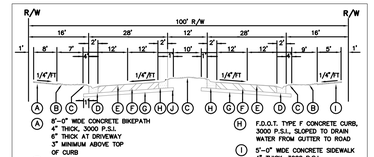
NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.

STANDARD CONSTRUCTION DETAIL
50' or 60' R/W ROAD SECTION

REV. 12/08

FILE NAME: R1.DWG
DETAIL REF: R-1



A 8'-0" WIDE CONCRETE BIKEPATH
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY
3" MINIMUM ABOVE TOP OF CURB

B SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE. MAINTAIN POSITIVE DRAINAGE FROM EDGE OF WALK TO TOP OF CURB.

C 4' WIDE AREA WITH MAXIMUM SLOPE OF 1" PER 4 FT.

D F.D.O.T. TYPE F CONCRETE CURB, 3000 P.S.I.

E ASPHALT PAVEMENT:
1-1/2" ASPHALT BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

F BASE:
8" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST, CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

G SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.

H F.D.O.T. TYPE F CONCRETE CURB, 3000 P.S.I., SLOPED TO DRAIN WATER FROM GUTTER TO ROAD

I 5'-0" WIDE CONCRETE SIDEWALK
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY

J SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

STANDARD CONSTRUCTION DETAIL
100' R/W WITH 4 LANE AND MEDIAN ROAD SECTION

REV. 12/08

FILE NAME: R5.DWG
DETAIL REF: R-5

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS C.L.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	10	50	95'	125'	0.3	200'
UP TO 1000 VPD	25	11	50	180'	165'	0.3	250'
	20	11	50	95'	125'	0.3	200'
UP TO 5000 VPD	25	11	60	180'	165'	0.3	250'
	30	12	80	300'	200'	0.3	330'
	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
ARTERIAL UP TO 7500 VPD	35	5 LANES (3)		375'	225'	0.5	660'
	40			450'	275'	0.5	660'
OVER 7500 VPD	40			450'	275'	0.5	660'

NOTES:

1. ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
3. AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS. IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEN IN NO CASE SHALL INTERSECTION ANGLES BE LESS THAN 75 DEGREES FOR INTERSECTIONS WITH ARTERIAL ROADWAYS EXCEPT ON LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
4. ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.5' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

DESIGN SPEED (MPH)	20	25	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	200	250	300	350	400	450	500	550

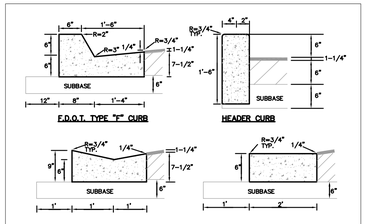
LEGEND:

C.L. CENTER-LINE
INT. INTERSECTION
LONG. LONGITUDINAL

STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY

REV. 12/08

FILE NAME: R6.DWG
DETAIL REF: R-6



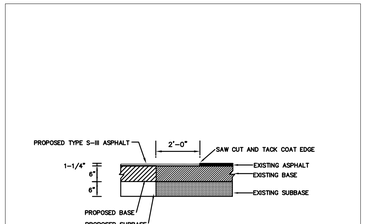
NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

REV. 12/08

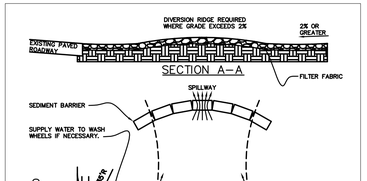
FILE NAME: R9.DWG
DETAIL REF: R-9



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT

REV. 12/08

FILE NAME: R11.DWG
DETAIL REF: R-11



SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

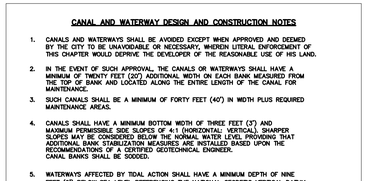
NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBIDITY BARRIER

REV. 12/08

FILE NAME: R22.DWG
DETAIL REF: R-22



FLOATING TURBIDITY BARRIER
F.D.O.T. INDEX NO. 103

D1 = 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS

D2 = 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT.

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.
TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

STANDARD CONSTRUCTION DETAIL
FLOATING TURBIDITY BARRIER

REV. 12/08

FILE NAME: R24.DWG
DETAIL REF: R-24

STREET AND WALKWAY LIGHTS

WALKWAY LIGHTS: (HEIGHT: 10 TO 20 FEET)

1. ALONG DUNLAWTON AVENUE:
   A. WEST OF I-95:
      THE FLORIDIAN (SEE DETAIL M-15)
   B. FROM I-95 TO SPRUCE CREEK ROAD:
      GARDCO LIGHTING (SEE DETAIL M-16)
   C. EAST OF SPRUCE CREEK ROAD:
      LUMEC LIGHTING (SEE DETAIL M-17)
2. ALONG RIDGEWOOD AVENUE FROM THE NORTHERN CITY LIMITS SOUTH TO WEEKER PLACE:
   D. LUMEC LIGHTING (SEE DETAIL M-17)
3. IN LOCATIONS OTHER THAN DUNLAWTON AVENUE, THE WALKWAY LIGHTS SHALL BE ANY OF THE THREE (3) STYLES NOTED ABOVE OR THE FOLLOWING: STERNBERG GEORGETOWN (0650 / 4406-DFP), WILLIAMSBURG (9405-TF / 3610-T) OR COLONIAL (4620TF-LF). ALL CITY MAINTAINED WALKWAY LIGHTS ARE TO BE FLORIDA POWER AND LIGHT (FPL) SUPPLIED LIGHTS, UTILIZING 150 WATT HPS.
4. SPACING SHALL BE A MAXIMUM OF 100 FEET ON CENTER.

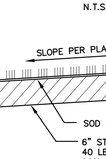
STREET LIGHTS: (HEIGHT: 20+ FEET)

1. STREET LIGHTS SHALL BE GENERALLY PROVIDED AT ALL INTERSECTIONS, AND AT MAJOR ENTRY ROADS INTO THE SUBDIVISION AS DESIGNATED BY THE ADMINISTRATIVE OFFICIAL.
2. ALL CITY MAINTAINED STREET LIGHTS ARE TO BE FPL SUPPLIED STREET LIGHTS.
3. PRIVATELY MAINTAINED STREET LIGHTS SHALL BE:
   GARDCO LIGHTING EH / 26" / 1 / 3 / 150 HPS / 240 / BRA / PC
   (NOTE: POLE SHALL BE CONCRETE AVAILABLE THROUGH F.P.L. AND SPACED AT INTERVALS OF 300 TO 400 FEET.)
4. ALTERNATIVE STREET LIGHTING PROPOSALS BY DEVELOPERS SHOULD BE SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPT. FOR APPROVAL.

STANDARD CONSTRUCTION DETAIL
STREET AND WALKWAY LIGHTS

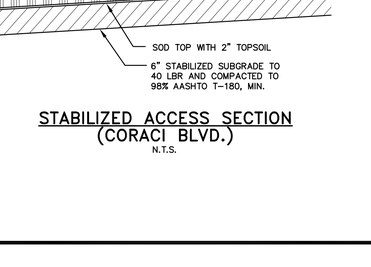
REV. 12/08

FILE NAME: M14.DWG
DETAIL REF: M-14



FPL POST-TOP TRADITIONAL

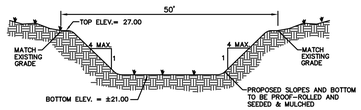
LIGHT SHALL BE 150 WATT HPS WITH SOLAR CELL



NOTE:

1. ALL WALKLIGHTS SHALL BE LOCATED ON 100' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT (386) 506-5600 TO FIELD VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS.
2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND SPEED.
3. THE STRING / SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY ONE SINGLE SOLAR CELL.
4. MAINTENANCE AND OPERATION OF WALKLIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNER.

WALKWAY LIGHT DETAIL



RELOCATED DRAINAGE DITCH
CROSS SECTION
NTS

TECHNICAL SPECIFICATIONS
FOR SITE PLANS AND SUBDIVISIONS TESTING

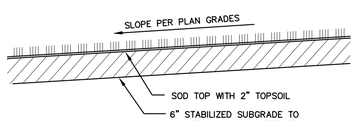
A. MATERIALS

THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR.
THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

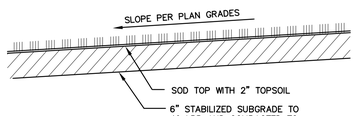
B. LABORATORY CONTROL AND CERTIFICATES

1. **SPECIFICATIONS** - SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. **TEST & CERTIFICATES** - THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.

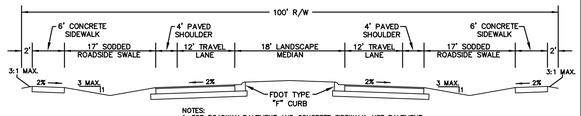
   A. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   B. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
   C. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
   D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.
   E. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   F. ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   G. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   H. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   I. CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
   J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.



STABILIZED ACCESS SECTION
(PEACH BLOSSOM BLVD.)
N.T.S.



STABILIZED ACCESS SECTION
(CORACI BLVD.)
N.T.S.



NOTES:
1. FOR ROADWAY PAVEMENT AND CONCRETE SIDEWALK, USE PAVEMENT SPECIFICATIONS FROM 100' ROAD SECTION DETAIL (R-5).

TYPICAL MCGINNIS AVE.
SECTION - CURB
NTS

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OR-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING T.G.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED.
5. A SOIL TRACKING PREVENTION DEVICE (STPD) IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

REV. 12/08

FILE NAME: R27.DWG
DETAIL REF: R-27

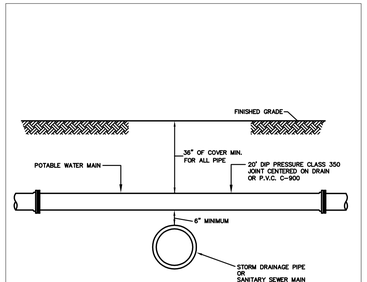
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

1. CANALS AND WATERWAYS SHALL BE AVOIDED EXCEPT WHEN APPROVED AND DEEMED BY THE CITY TO BE UNAVOIDABLE OR NECESSARY, WHEREIN LITERAL ENFORCEMENT OF THIS CHAPTER WOULD DEPRIVE THE DEVELOPER OF THE REASONABLE USE OF HIS LAND.
2. IN THE EVENT OF SUCH APPROVAL, THE CANALS OR WATERWAYS SHALL HAVE A MINIMUM OF TWENTY FEET (20') ADDITIONAL WIDTH ON EACH BANK MEASURED FROM THE TOP OF BANK AND LOCATED ALONG THE ENTIRE LENGTH OF THE CANAL FOR MAINTENANCE.
3. SUCH CANALS SHALL BE A MINIMUM OF FORTY FEET (40') IN WIDTH PLUS REQUIRED MAINTENANCE AREAS.
4. CANALS SHALL HAVE A MINIMUM BOTTOM WIDTH OF THREE FEET (3') AND MAXIMUM PERMISSIBLE SIDE SLOPES OF 4:1 (HORIZONTAL: VERTICAL). SHARPER SLOPES MAY BE CONSIDERED BELOW THE NORMAL WATER LEVEL PROVIDING THAT ADDITIONAL BANK STABILIZATION MEASURES ARE INSTALLED BASED UPON THE RECOMMENDATIONS OF A CERTIFIED GEOTECHNICAL ENGINEER. CANAL BANKS SHALL BE SODDED.
5. WATERWAYS AFFECTED BY TIDAL ACTION SHALL HAVE A MINIMUM DEPTH OF NINE FEET (9') BELOW SEA LEVEL REFERENCING THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.). THESE WATERWAYS SHALL BE SEPARATED FROM FRESH WATER BY SALINITY DAMS WITH SPILLWAY ELEVATIONS AS APPROVED BY THE CITY.
6. TWENTY FEET (20') WIDE DRAINAGE/MAINTENANCE EASEMENTS SHALL BE REQUIRED IN ORDER TO PROVIDE FOR THE NORMAL MAINTENANCE OF THESE WATER BODIES. THESE EASEMENTS SHALL BE ESTABLISHED BY THE CITY OF PORT ORANGE BASED ON EXISTING AND FUTURE CONDITIONS AS WELL AS THE TYPES OF MAINTENANCE EQUIPMENT AVAILABLE.

STANDARD CONSTRUCTION DETAIL
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

REV. 12/08

FILE NAME: ST7.DWG
DETAIL REF: ST-7



NOTE:

1. THIS DETAIL DOES NOT APPLY TO WATER OR SEWER SERVICES.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE OR SANITARY SEWER MAIN CONFLICT

REV. 12/08

FILE NAME: W19.DWG
DETAIL REF: W-19

ORMOND BEACH
1300 INTERCHANGE BLVD, STE. 2C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX: (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S, PLAZA 5 STE # 601, ST. AUGUSTINE FL 32086
(904) 797-1610 FAX: (904) 797-4159

AMELIA ISLAND
1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX: (904) 797-4159

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/9/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
(386) 677-2482
WWW.ZEVCOHEN.COM

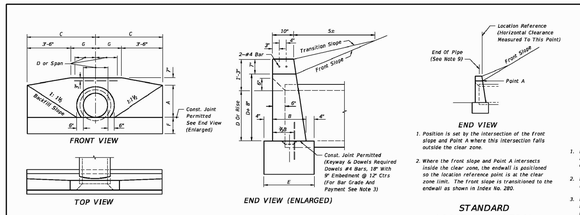
PROJECT NO: 09066
DRAFTED BY: CM
CHECKED BY: RMH
ISSUE DATE: 9-18-14
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066DET-A-B
XREFS: 09066TTB

FILE LOCATION -

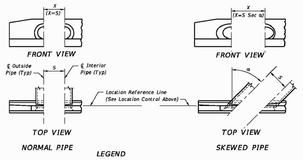
NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C28 OF 29



ENDWALL DIMENSIONS (EXCLUSIVE OF MULTIPLE PIPE SPACING)



LEGEND

s Pipe Skew
S Center To Center Pipe Spacing
X Centerline To Centerline Dimension At Face Of Headwall

PIPE AND SPACING FOR MULTIPLE PIPE ENDWALL POSITIONS FOR SINGLE AND MULTIPLE

END VIEW

1. Position is set by the intersection of the front slope and Point A where this intersection falls outside the clear zone.
2. Where the front slope and Point A intersects inside the clear zone, the endwall is positioned so the location reference point is at the clear zone limit. The front slope is transitioned to the endwall as shown in Index No. 280.

STANDARD LOCATION CONTROL

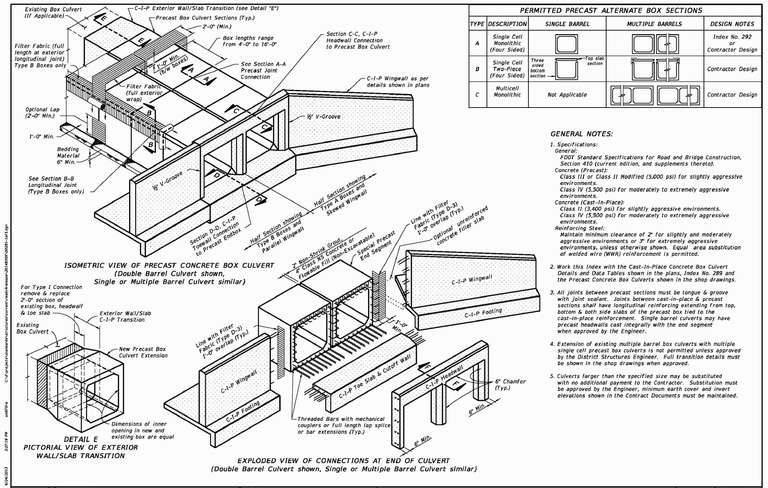
GENERAL NOTES

1. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
2. Front slope and ditch transitions shall be in accordance with Index No. 280.
3. Endwalls may be cast in place or precast concrete. Reinforcing steel shall be Grades 40 or 60. Additional reinforcement necessary for handling precast units shall be determined by the Contractor or the supplier. Cost of reinforcement shall be included in the contract unit price for Concrete, (Endwalls).
4. All exposed corners and edges of concrete are to be chamfered ¾".
5. Concrete shall be Class I, except ASTM C478 (4000 psi) concrete may be substituted for precast items manufactured in plants meeting the requirements of Section 449 of the Specifications.
6. On outfall ditches with side slopes flatter than 1:1¾ provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. For sodding around endwalls see Index No. 281.
8. Payment for concrete quantities for endwalls skewed to the pipe shall be made on the following basis:

Endwall Skew to Pipe	Use Tabulated Value
0° to 3°	0°
8°	15°
16°	30°
31° or over	45°

9. Pipe length plan quantities shall be based on the pipe end locations shown in the standard location control end view, or lengths based on special endwall locations called for in the plans.
10. Payment for pipe in pipe culverts shall be based on plan quantities, adjusted for endwall locations subsequently established by the Engineer.
11. Endwalls to be paid for under the contract unit price for Class I Concrete (Endwalls), CY.

LAST REVISION 01/01/09	REVISIONS DESCRIPTION:	FDOT 2015 DESIGN STANDARDS	STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE	INDEX NO. 250	SHEET NO. 1 of 2



PERMITTED PRECAST ALTERNATE BOX SECTIONS

TYPE	DESCRIPTION	SINGLE BARREL	MULTIPLE BARRELS	DESIGN NOTES
A	Single Cell Monolithic (Four Sided)			Index No. 292 or Contractor Design
B	Single Cell Two-Piece (Four Sided)	Three sided open bottom section — Top slab section		Contractor Design
C	Multicell Monolithic	Not Applicable		Contractor Design

GENERAL NOTES:

1. Specifications:
   General:
   FDOT Standard Specifications for Road and Bridge Construction, Section 410 (current edition, and supplements thereto).
   Concrete (Precast):
   Class III or Class II Modified (5,000 psi) for slightly aggressive environments.
   Class IV (5,500 psi) for moderately to extremely aggressive environments.
   Concrete (Cast-In-Place):
   Class II (3,400 psi) for slightly aggressive environments.
   Class IV (5,500 psi) for moderately to extremely aggressive environments.
   Reinforcing Steel:
   Maintain minimum clearance of 2" for slightly and moderately aggressive environments or 3" for extremely aggressive environments, unless otherwise shown. Equal area substitution of welded wire (WWR) reinforcement is permitted.
2. Work this Index with the Cast-In-Place Concrete Box Culvert Details and Data Tables shown in the plans, Index No. 289 and the Precast Concrete Box Culverts shown in the shop drawings.
3. All joints between precast sections must be tongue & groove with joint sealant. Joints between cast-in-place & precast sections shall have longitudinal reinforcing extending from top, bottom & both side slabs of the precast box tied to the cast-in-place reinforcement. Single barrel culverts may have precast headwalls cast integrally with the end segment when approved by the Engineer.
4. Extension of existing multiple barrel box culverts with multiple single cell precast box culverts is not permitted unless approved by the District Structures Engineer. Full transition details must be shown in the shop drawings when approved.
5. Culverts larger than the specified size may be substituted with no additional payment to the Contractor. Substitution must be approved by the Engineer, minimum earth cover and invert elevations shown in the Contract Documents must be maintained.

LAST REVISION 01/01/11	REVISIONS DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	SUPPLEMENTAL DETAILS FOR PRECAST CONCRETE BOX CULVERTS	INDEX NO. 291	SHEET NO. 1 of 5

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 APSHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH 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
REV. 12/08	DETAIL REF: M-22

STANDARD CONSTRUCTION DETAIL ROAD BARRICADE	FILE NAME: M9.DWG
REV. 12/08	DETAIL REF: M-9

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NO	DATE	REVISIONS:	BY
1.	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2.	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3.	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4.	4/09/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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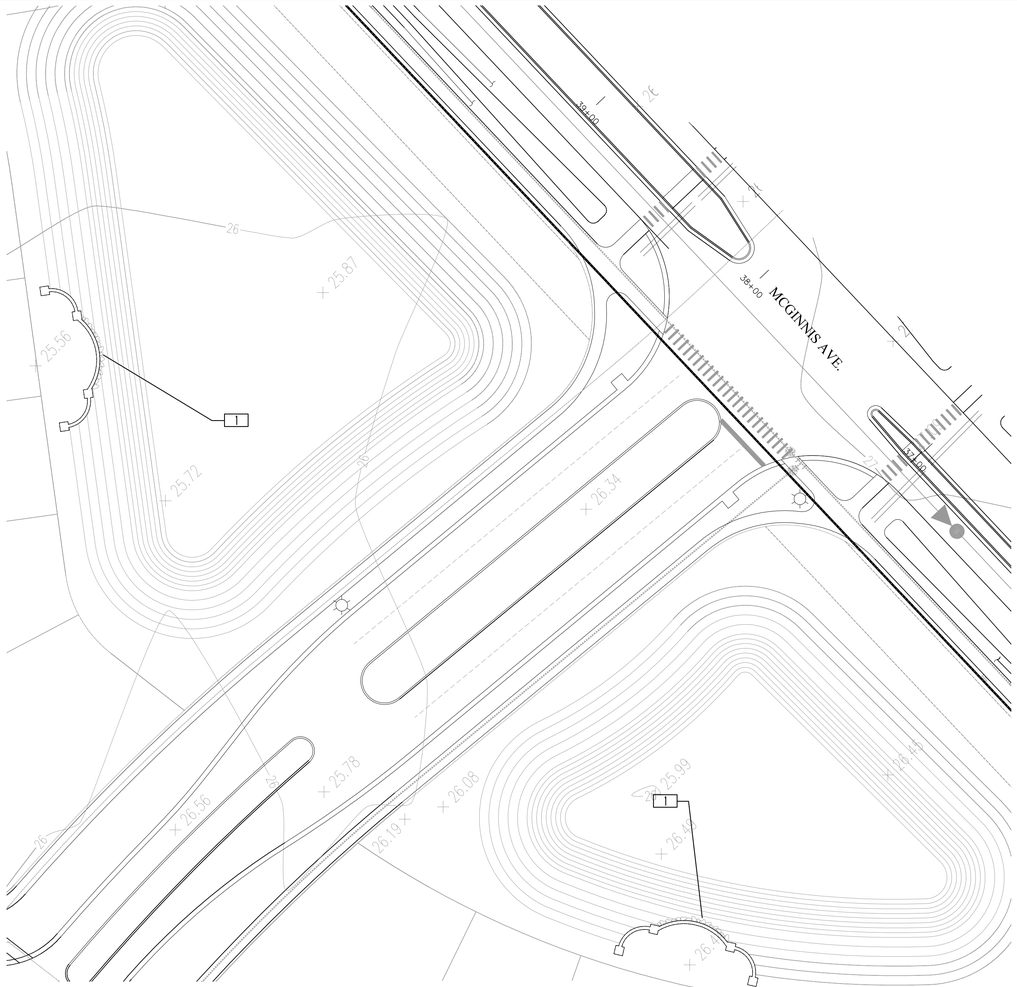
PROJECT NO.: 09066 | DRAFTED BY: CM | DRAWING FILE: 09066DET-A-B
ISSUE DATE: 9-16-14 | CHECKED BY: RMH | XREFS: 09066TTB
DESIGNED BY: MLN/RMH | XREFS:

FILE LOCATION -

NOT VALID WITHOUT SEAL

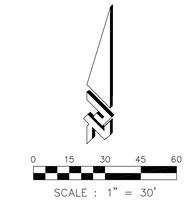
SCALE: AS NOTED

SHEET C29 OF 29



ENTRY FEATURE - LAYOUT PLAN

SCALE: 1" = 20'



HARDSCAPE LEGEND

SITE AMENITIES	
1	ENTRANCE SIGNAGE (2) SEE DETAILS #1, #2 AND #3 THIS SHEET

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 (ADAG).

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. CONTROL JOINTS: UNLESS OTHERWISE EXPRESSLY APPROVED IN WRITING BY THE OWNER ALL CONTROL JOINTS SHALL BE TOOLED. SAW CUTTING WILL NOT BE ACCEPTABLE.

7. 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.

8. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.

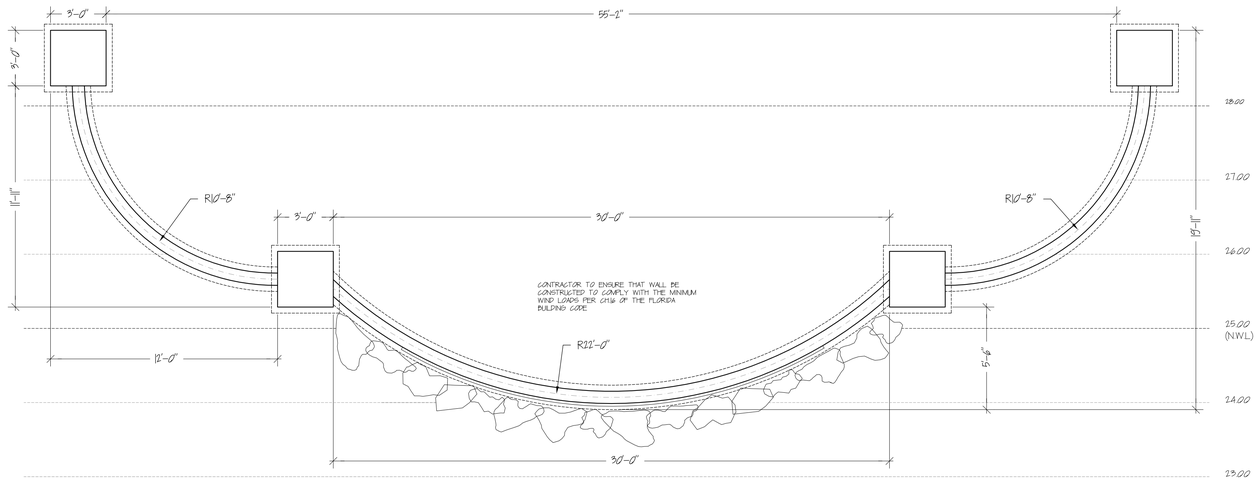
9. CONSTRUCTION JOINTS: CAULK ALL JOINTS BEFORE PAINTING.

10. 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 SIGAGE LETTERS.

11. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.

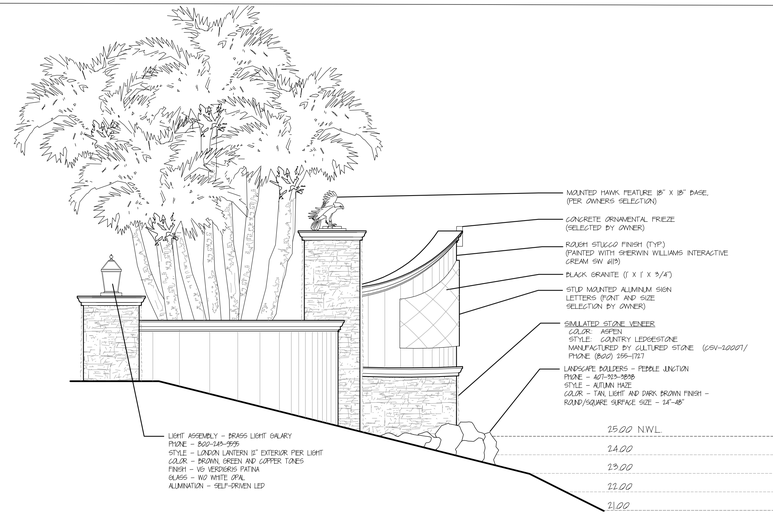
12. INTENT: THESE DRAWINGS ARE DESIGN INTENT DRAWINGS ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.

13. 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.



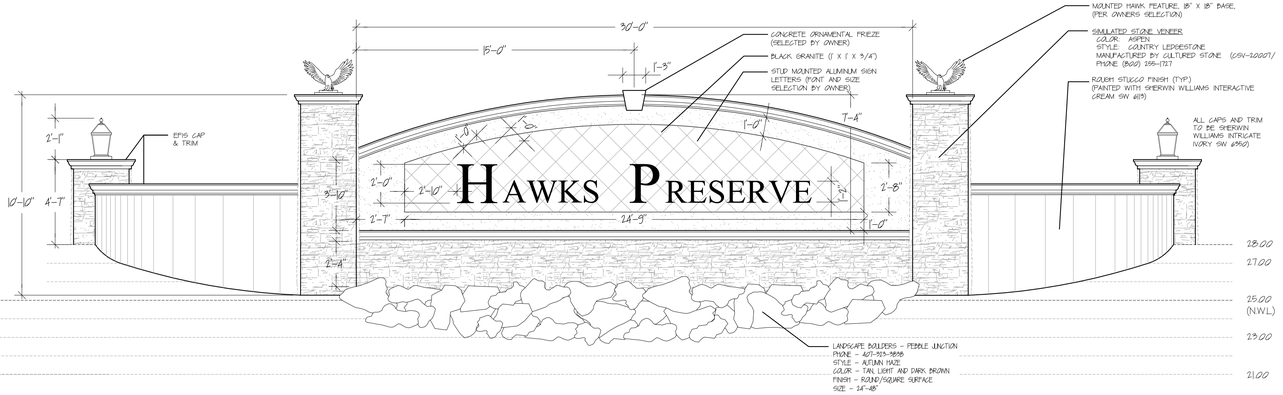
1 ENTRANCE FEATURE - PLAN VIEW

SCALE: 1" = 20'



2 ENTRANCE FEATURE SECTION VIEW

SCALE: N.T.S.



3 ENTRANCE FEATURE ELEVATION VIEW

SCALE: N.T.S.

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NO.	DATE	DESCRIPTION	BY

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

HARDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
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PROJECT NO. 09066
ISSUE DATE: 9/17/14
DESIGNED BY: PM/AKS
DRAFTED BY: AKS
CHECKED BY: PM
DRAWING FILE: 09066HA-D-E
EXPT: DWG/09066

FILE LOCATION -

SEAL

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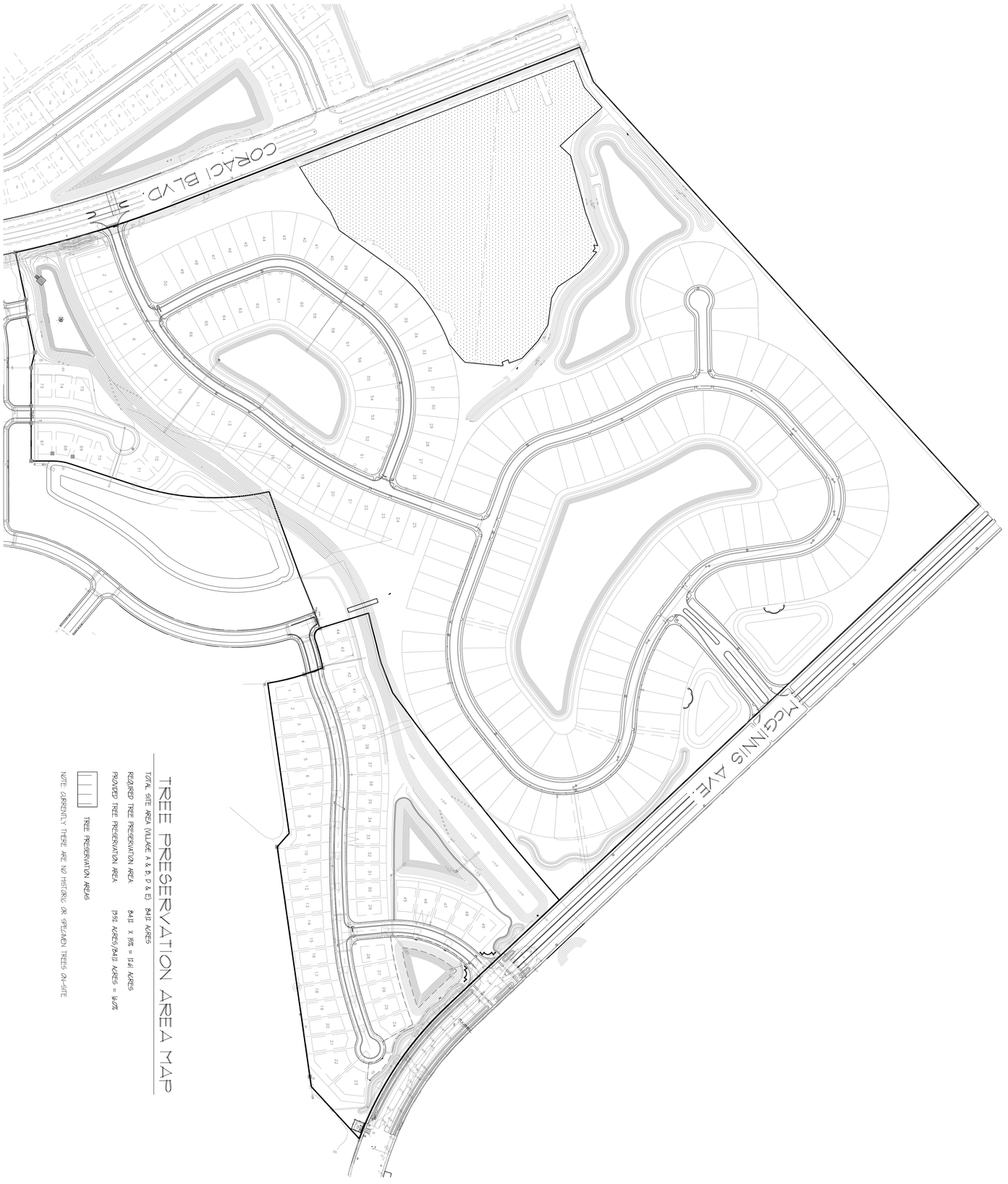
SCALE: AS NOTED

SHEET HA1 OF 1



TREE PRESERVATION AREA MAP

TOTAL SITE AREA (VILLAGE A & D & E) 84.12 ACRES

REQUIRED TREE PRESERVATION AREA 84.12 X 15% = 12.61 ACRES

PROVIDED TREE PRESERVATION AREA 13.59 ACRES/84.12 ACRES = 16.1%

TREE PRESERVATION AREAS

NOTE: CURRENTLY THERE ARE NO HISTORIC OR SPECIMEN TREES ON-SITE

SCALE : 1" = 150'

0 150 300

HAWKS PRESERVE
@ PORT ORANGE PLANTATION PHASE I

TREE PROTECTION PLAN

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

NO.	DATE	DESCRIPTION	BY
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FILE LOCATION:

SEAL

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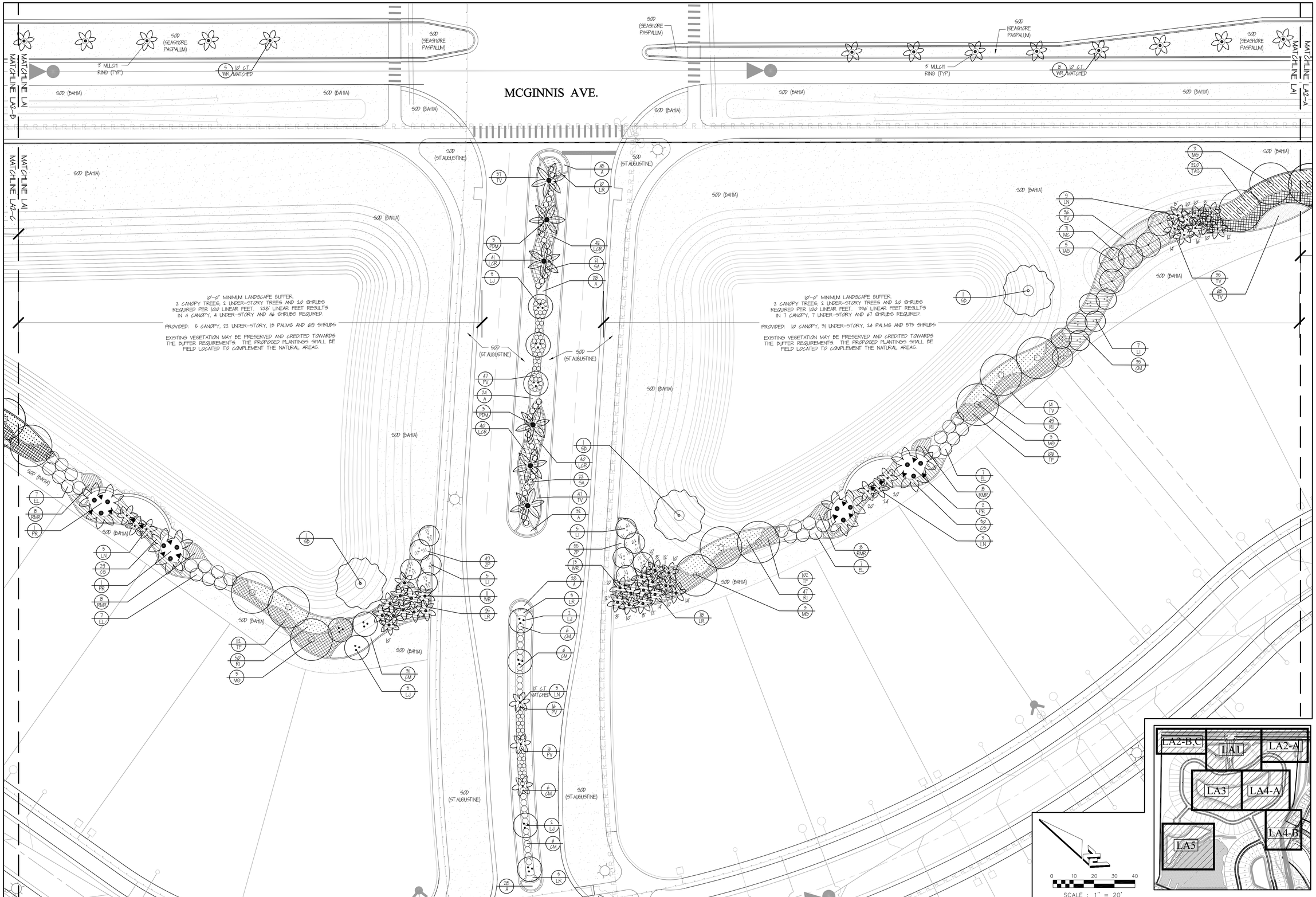
SCALE: N/A

SHEET TP1 OF 1



ENLARGEMENT LA1

SHEET LAYOUT LEGEND

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2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG

REVISIONS:

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@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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XREFS: 09066BASE

FILE LOCATION -

SEAL

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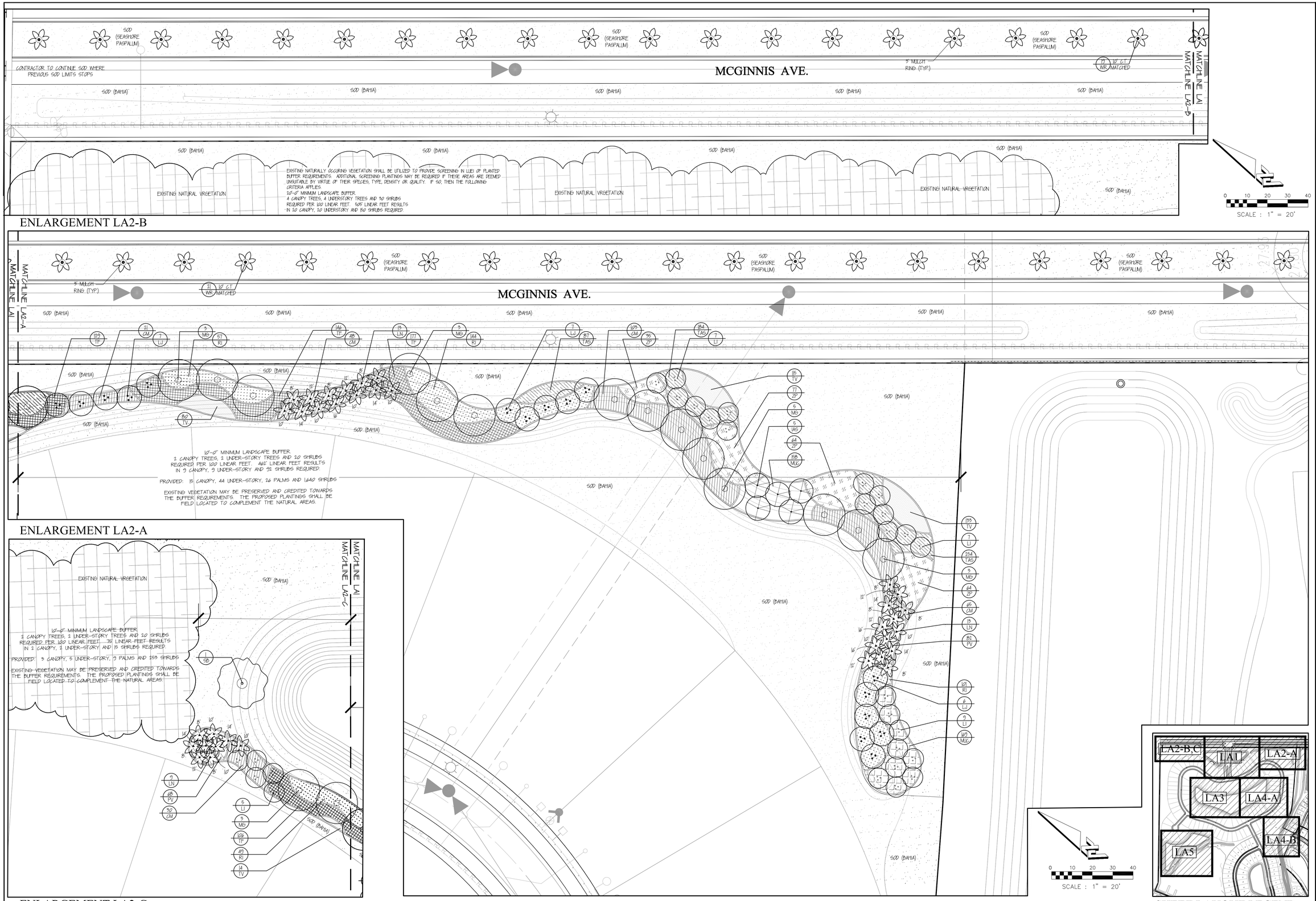
SCALE: N/A

SHEET LA1 OF 6



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LANDSCAPE PLAN & DETAILS

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FILE LOCATION -

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SCALE: N/A

SHEET LA2 OF 6

MATCHLINE LA4-A
MATCHLINE LA3

0 10 20 30 40
SCALE : 1" = 20'

ENLARGEMENT LA3

SHEET LAYOUT LEGEND

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2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG

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LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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DESIGNED BY: PM/AKS	DRAWING FILE: 09066 AB-LA DEPTH: 24X36 ARCH E

FILE LOCATION -

SEAL

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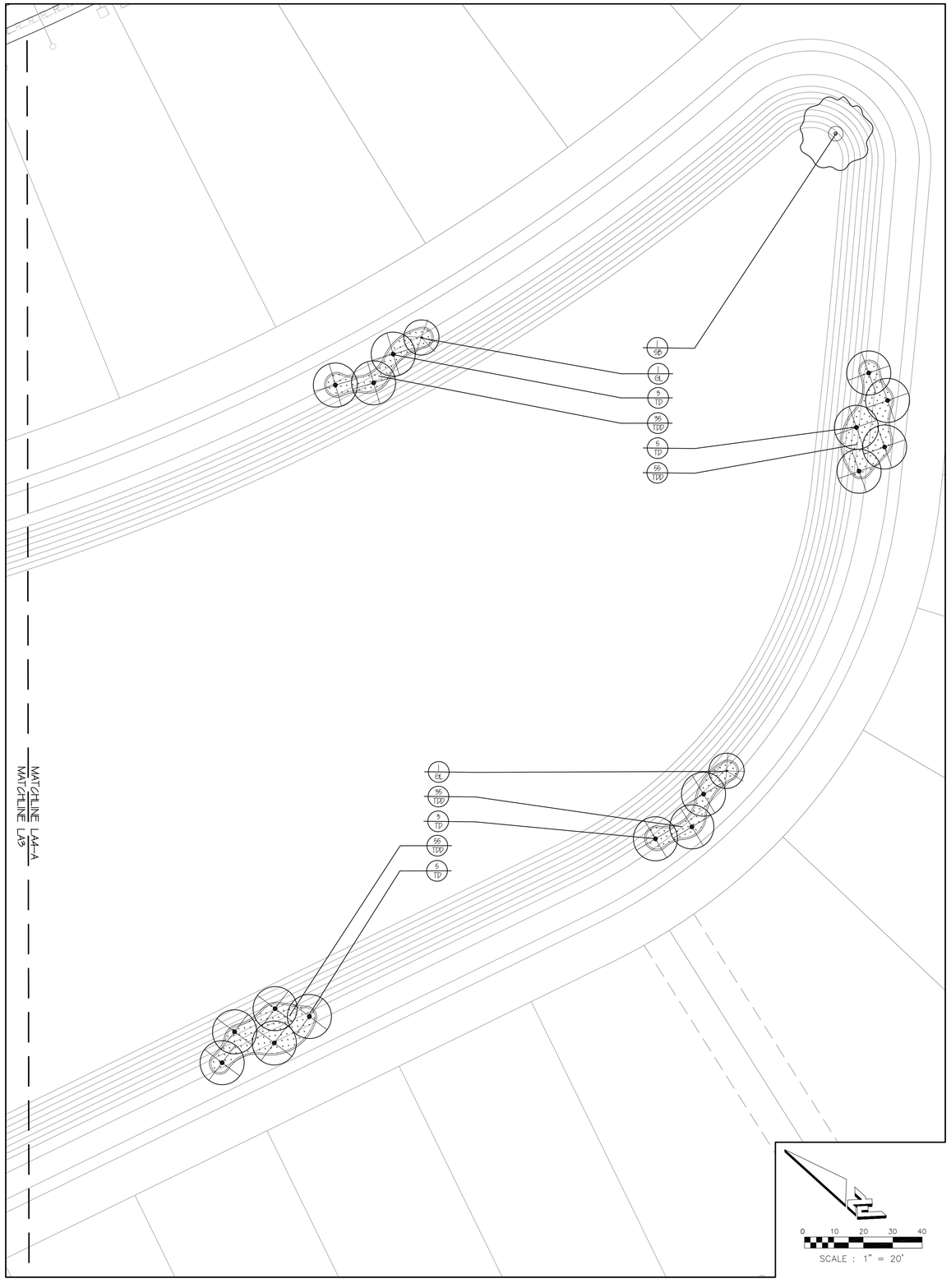
SCALE: N/A

SHEET LA3 OF 6



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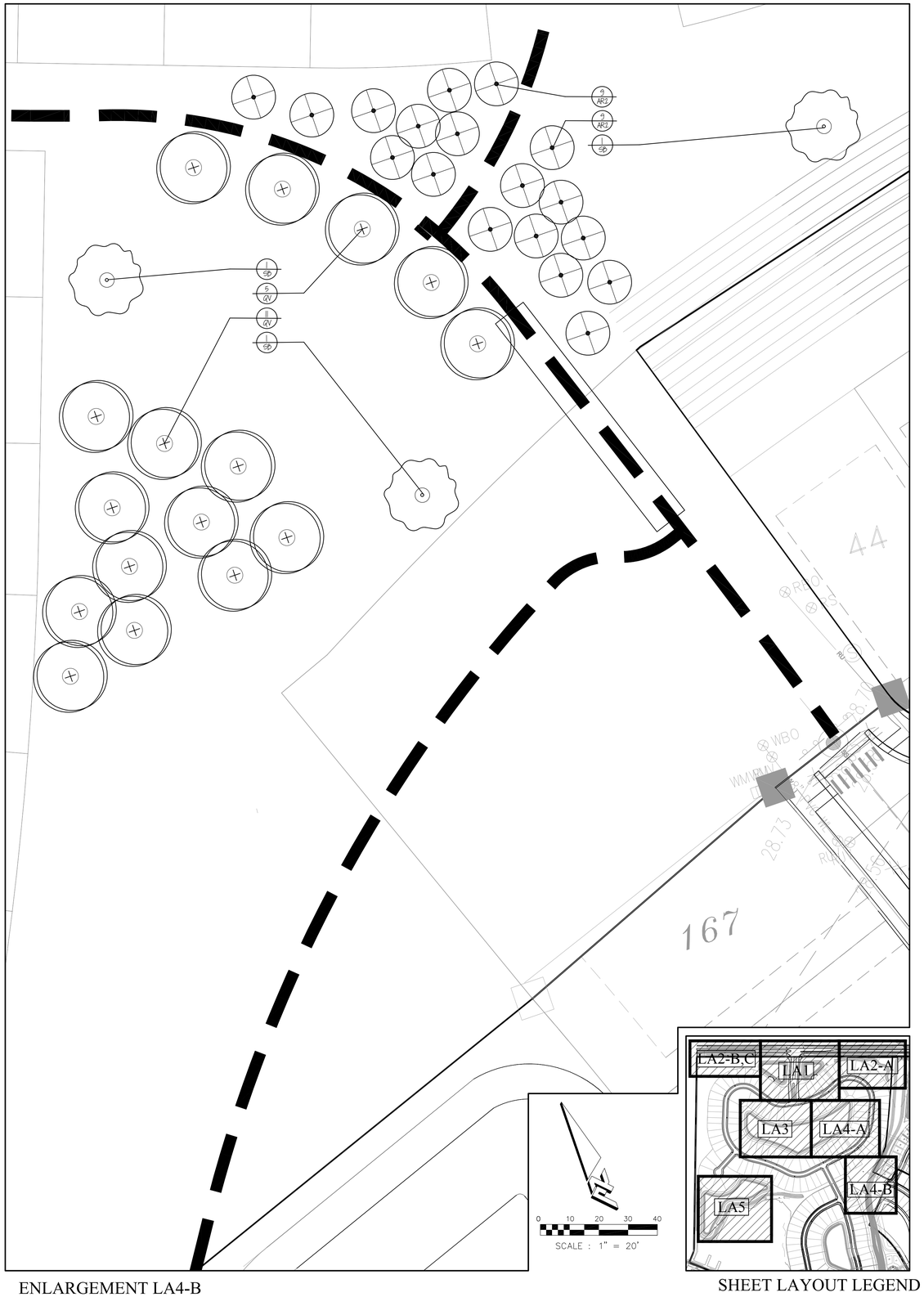

ENLARGEMENT LA4-B

SHEET LAYOUT LEGEND

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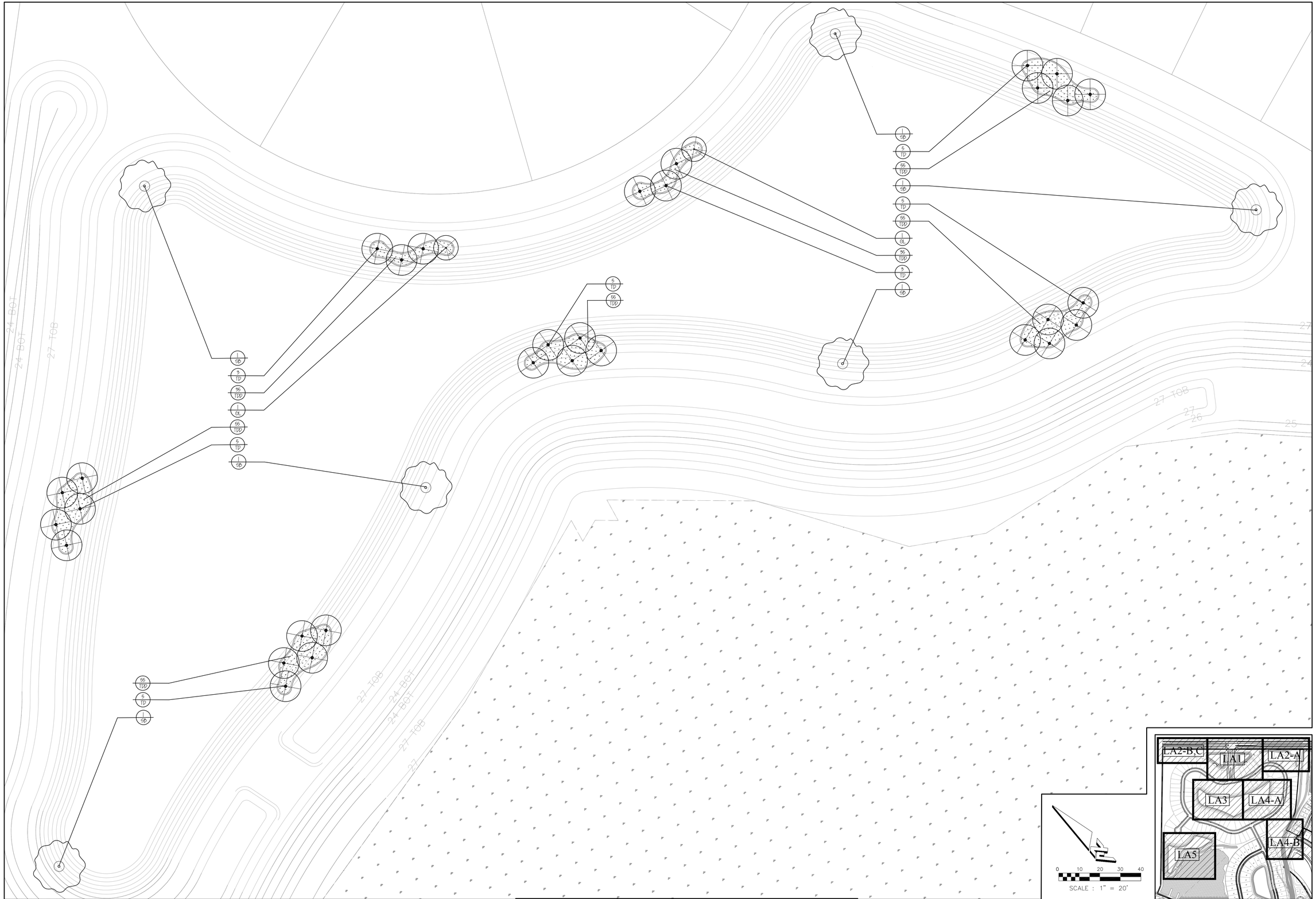

ENLARGEMENT LA5

SHEET LAYOUT LEGEND

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SHEET LA5 OF 6

LANDSCAPE SPECIFICATIONS

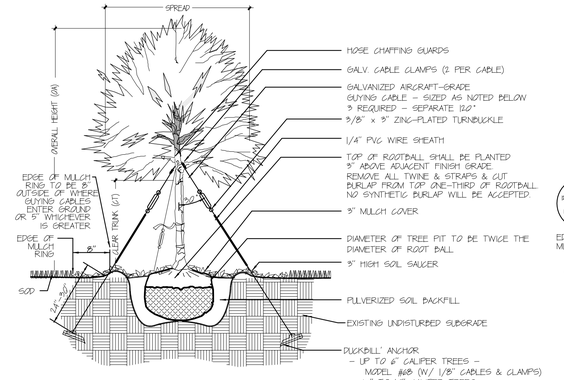
1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SEE #21 FOR INFO.
2. EXISTING PLANTS: IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, 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" SHREDDED PINE BARK 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 SPECIES SHALL BE AS NOTED SPECIFIC TO AREAS IN WHICH LABELED. ALL SOD SHALL BE ROLLED. SEE IRRIGATION PLAN FOR SOD AREAS TO BE IRRIGATED/UN-IRRIGATED.
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. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
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 AND APPROVAL FROM 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 ACCEPTED. 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. ADDITIONALLY, IF PRESENT, THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. LASTLY, ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 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 CLODS, 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 AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF WEEDS FOR THE DURATION OF THE 90 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 BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" 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 PREFERS 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 GUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
14. CURVILINEAR: CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT 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 EXISTENCE 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 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE SHOULD WORK BE 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.

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. SEE IRRIGATION PLAN.

PLANT LIST

SYM.	QTY.	SPECIES	COMMON NAME	SPECIFICATIONS
TREES				
AR2	18	ACER RUBRUM	RED MAPLE	30 GAL., 2 1/2" CAL., 10' HT.
EL	28	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	30 GAL., 8' HT., 4' SPR., CONE TOPIARY
GL	9	GORDONIA LASIANTHUS	LOBLOLLY BAY	30 GAL., 2 1/2" CAL., 10' HT.
IAS	10	ILEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	30 GAL., 2 1/2" CAL., 10' HT.
LI	45	LAGERSTROEMIA INDICA 'NATCHEZ'	WHITE CRAPE MYRTLE	30 GAL., 2 1/2" CAL., 8' HT.
LJ	30	LIGUSTRUM JAPONICA 'TREE FORM'	LIGUSTRUM TREE	10' x 10', M.T., 4' C.T., PRUNED
MG	29	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD. BLANCHARD MAGNOLIA	30 GAL., 2 1/2" CAL., 10' HT.
QV	16	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 2 1/2" CAL., 10' HT.
SB	18	SALIX BABYLONICA	WEEPING WILLOW	45 GAL., 2 1/2" CAL., 11 1/2' 10' HT.
TD	72	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL., 2 1/2" CAL., 10' HT.
PALMS				
LN	53	LIVISTONA NITIDA	CARNARVON GORGE PALM	SEE PLAN FOR CLEAR TRUNK HT.'S
PDM	6	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	16' C.T., SPECIMEN
PR	4	PHOENIX RECLINATA	RECLINATA PALM	16' HT., MULTI TRUNK, SPECIMEN
WR	77	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12' C.T., MATCHED, REMOVE BOOTS 6'
SHRUBS & GROUNDCOVER				
A	185	ANNUALS	SEASONAL	4" POTS, 12" OC.
CM	357	CARRISA MACROCARPA	DWARF NATAL PLUM	3 GAL., 18-24" HT. X 18-24" SPRD., 36" OC.
CS	59	CORTADERIA SELLOANA	DWARF PAMPASS GRASS	7 GAL., 36" HT. X 36" SPRD., 42" OC., FULL
LCR	163	LANTANA CAMARA 'DALLAS RED'	RED LANTANA	1 GAL., 15" HT., 18" OC.
LR	189	LORAPETALUM 'RAZZLEBERRY'	LORAPETALUM	3 GAL., 18" HT. X 15" SPRD., FULL, 24" OC.
MC	71	MYRICA CERIFERA	WAX MYRTLE	3 GAL., 24" HT. X 24" SPRD., FULL., 36" OC.
MLC	327	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	1 GAL., 18" HT. X 10" SPRD., 24" OC.
PV	229	PANICUM VIRGATUM 'SHENANDOAH'	SWITCH GRASS	1 GAL., 12" HT. X 10" SPRD., 24" OC.
RI	497	RAPHIOLEPIS INDICA 'ALBA'	WHITE INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD., 30" OC.
RMR	32	ROSA 'MEIGALPIO'	RED DRIFT	3 GAL., 18" HT. X 24"-36" SPD., 30" OC.
SA	49	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED SHEFFLERA	3 GAL., 15" SPD. X 18" HT., FULL., 30" OC.
TAS	745	TRACHELOSPERUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE	1 GAL., 12" SPRD., 18" OC.
TDD	810	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL., 18" HT. X 18" SPRD., 36" OC.
TF	878	TRIPSACUM FLORIDANUM	DWARF FAKAHATCHEE	3 GAL., 18" HT. X 18" SPRD., 24" OC.
TV	579	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" SPRD., 18" OC.
ZP	344	ZAMIA PUMILA	COONTIE	3 GAL., 24" HT. X 18" SPRD., FULL, 30" OC.



1 TREE PLANTING DETAIL

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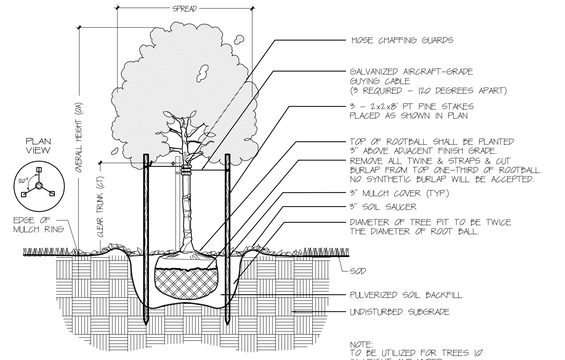

2 SMALL TREE PLANTING DETAIL

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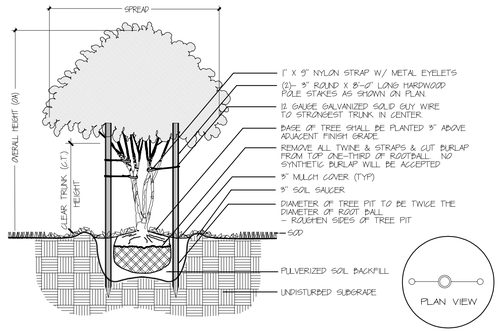

3 MULTI-TRUNK TREE PLANTING DETAIL

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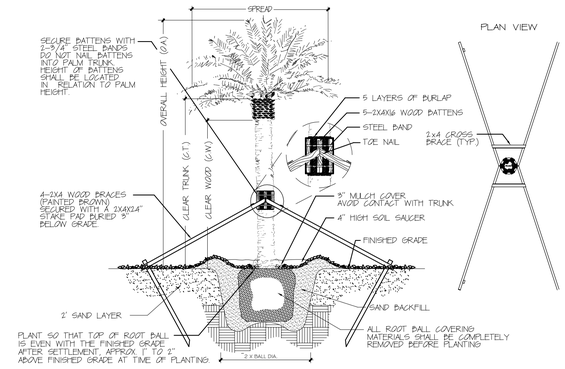
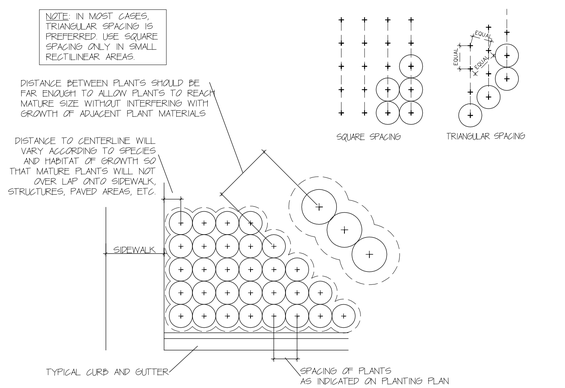


4 DATE PALM TREE PLANTING DETAIL

SCALE: N.T.S.

5 SHRUB PLANTING DETAIL

SCALE: N.T.S.



6 TYPICAL PLANT SPACING DETAIL

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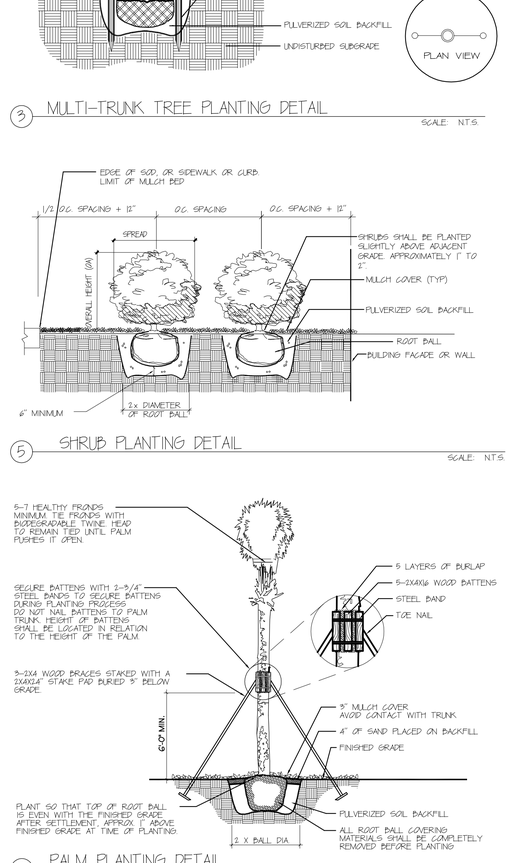

8 PALM PLANTING DETAIL

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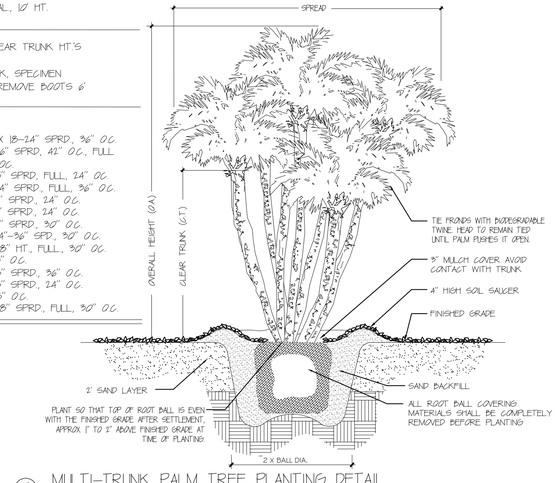

7 MULTI-TRUNK PALM TREE PLANTING DETAIL

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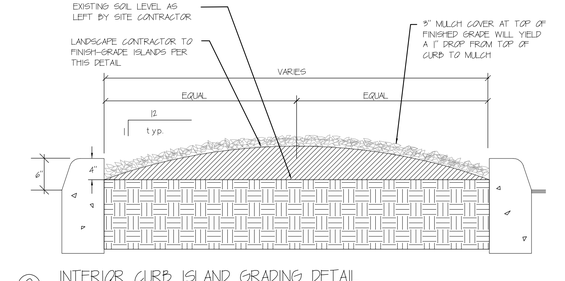

9 INTERIOR CURB ISLAND GRADING DETAIL

SCALE: N.T.S.

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I
LANDSCAPE PLAN & DETAILS
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: PM/AKS
DRAFTED BY: AKS
CHECKED BY: PM
DRAWING FILE: 09066 AR-LA DETS - SPECS.DWG

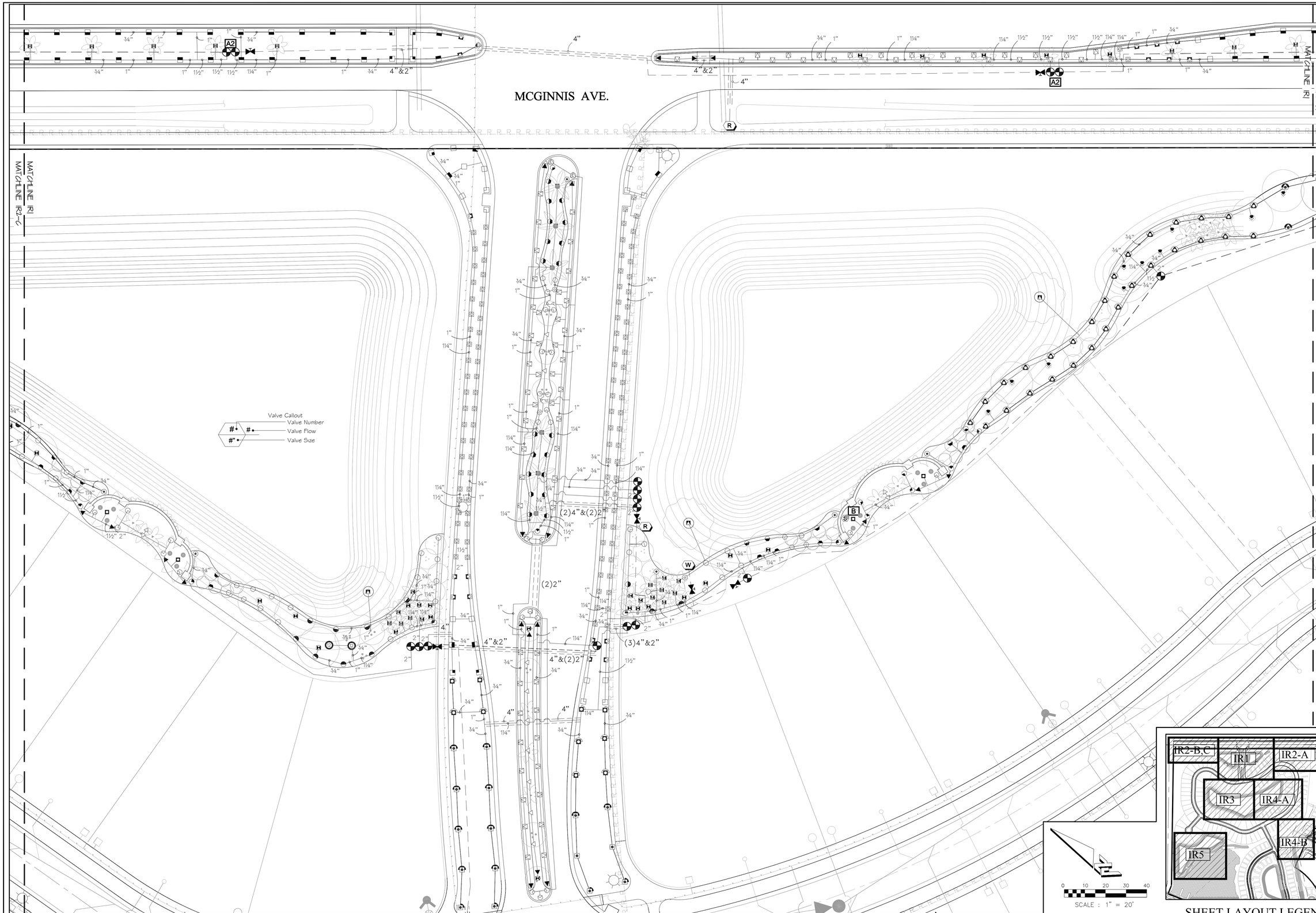
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET LA6 OF 6



ENLARGEMENT IR1

SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
1.	04-10-15	REVISED PER CITY COMMENTS, DATED 3-26-15	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: PM
DRAWING FILE: 09066-IR9-VILLAGE_A-B
XREF'S: 09066BASE

FILE LOCATION -

SEAL

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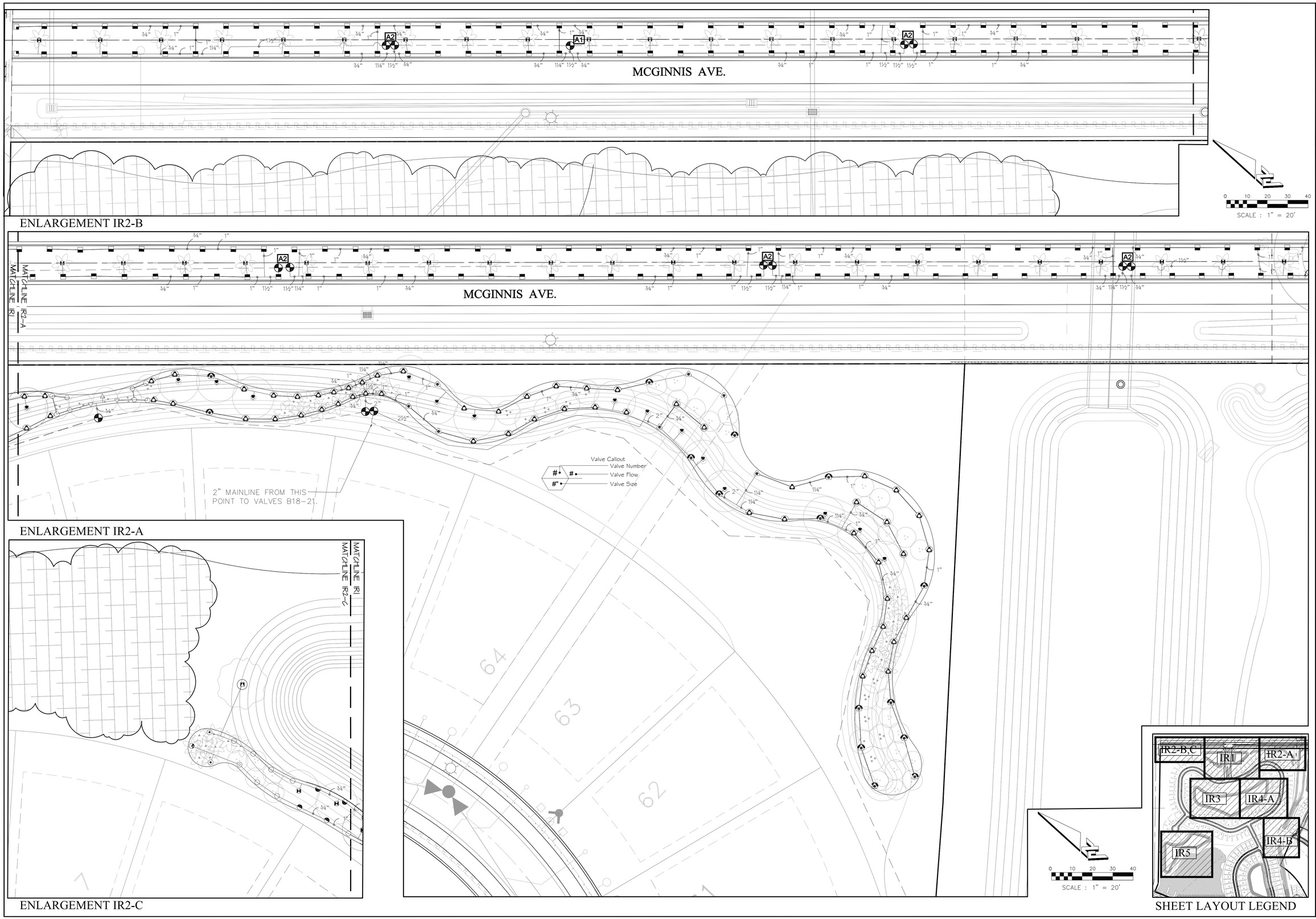
SCALE: N/A

SHEET IR1 OF 7



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CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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DESIGNED BY: JC
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DRAWING FILE: 09066 IRR-VILLAGE_A-B
XREFS: 09066BASE

FILE LOCATION -

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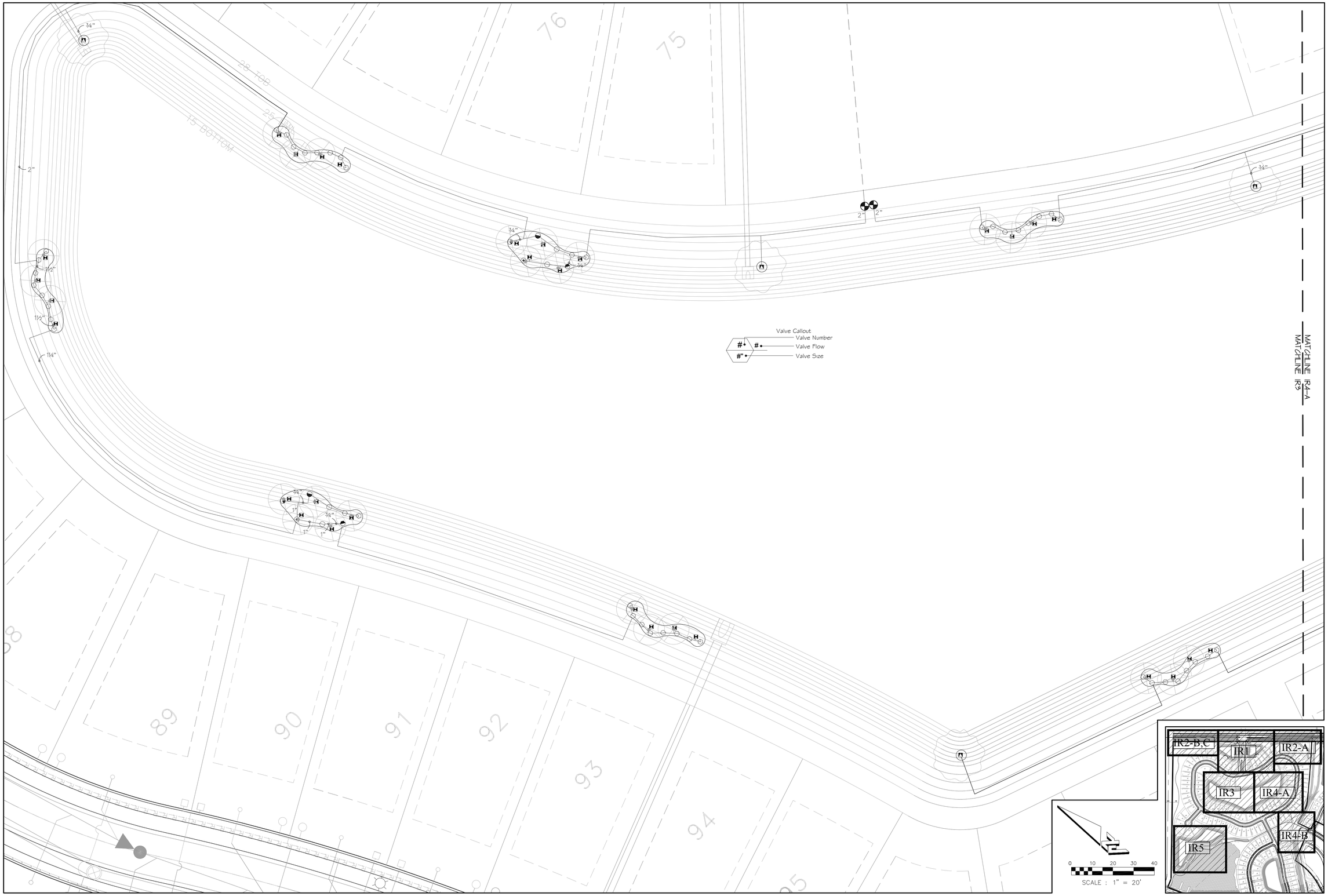

ENLARGEMENT IR3

SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
1.	04-10-15	REVISED PER CITY COMMENTS, DATED 3-26-15	SMG

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IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: PM
DRAWING FILE: 09066 IR9-VILLAGE_A-B
XREF'S: 09066BASE

FILE LOCATION -

SEAL

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SCALE: N/A

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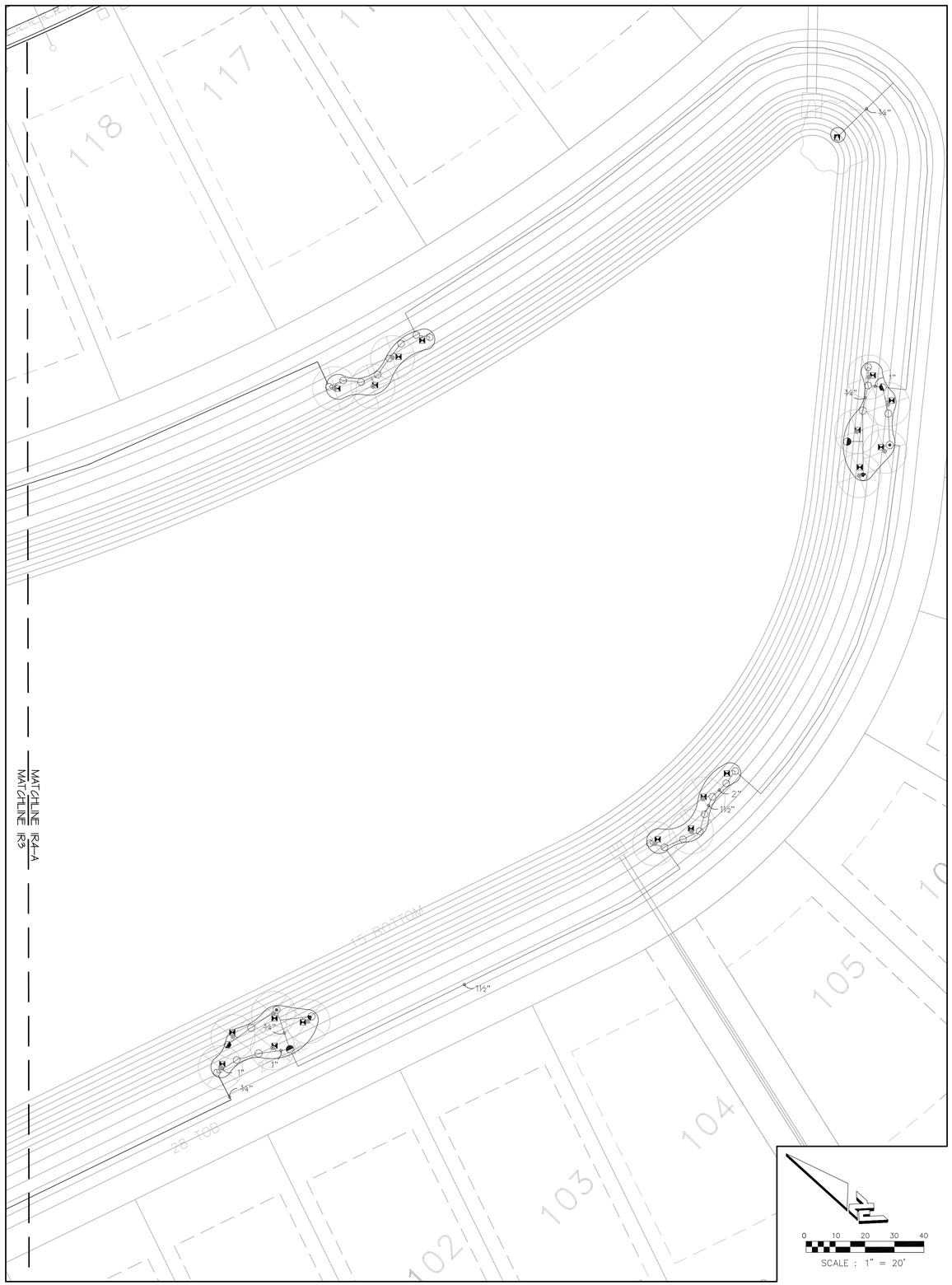

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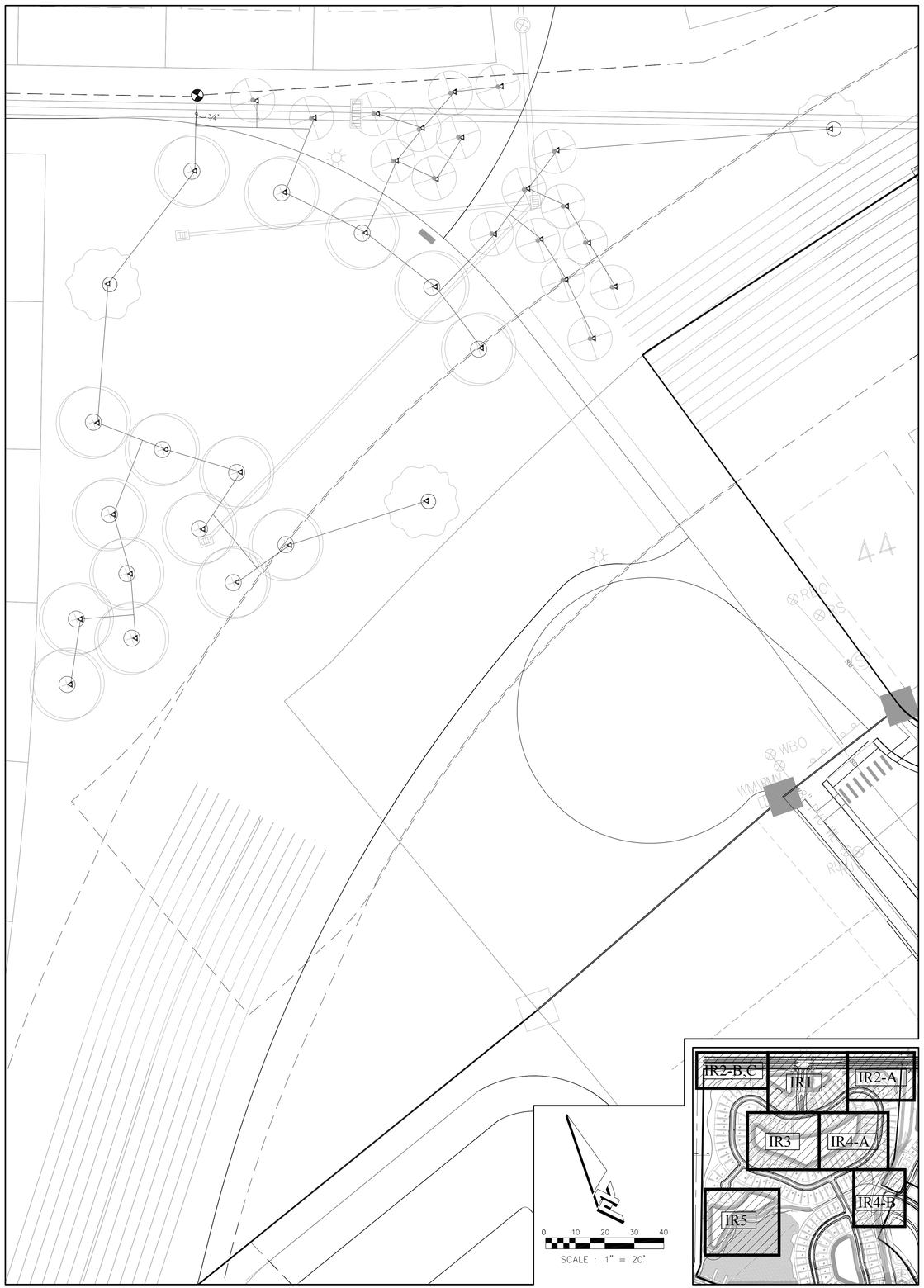

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ENLARGEMENT IR4-B

SHEET LAYOUT LEGEND

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IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
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XREFS: 09066BASE

FILE LOCATION -

SEAL

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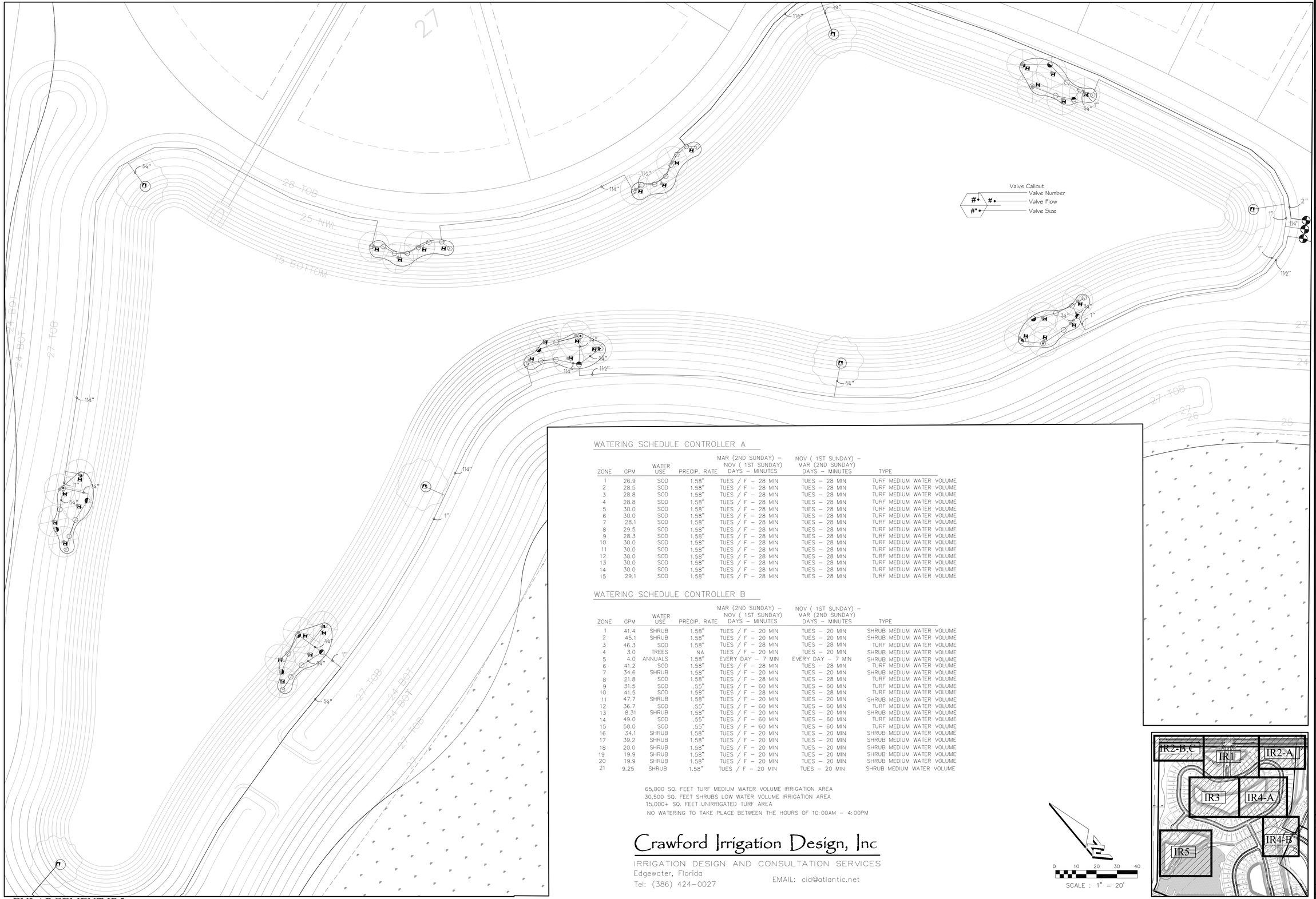
SHEET IR4 OF 7



ENLARGEMENT IR5

WATERING SCHEDULE CONTROLLER A

ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) – NOV (1ST SUNDAY) DAYS – MINUTES	NOV (1ST SUNDAY) – MAR (2ND SUNDAY) DAYS – MINUTES	TYPE
1	26.9	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
2	28.5	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
3	28.8	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
4	28.8	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
5	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
6	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
7	28.1	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
8	29.5	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
9	28.3	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
10	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
11	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
12	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
13	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
14	30.0	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
15	29.1	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME

WATERING SCHEDULE CONTROLLER B

ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) – NOV (1ST SUNDAY) DAYS – MINUTES	NOV (1ST SUNDAY) – MAR (2ND SUNDAY) DAYS – MINUTES	TYPE
1	41.4	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
2	45.1	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
3	46.3	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
4	3.0	TREES	NA	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
5	4.0	ANNUALS	1.58"	EVERY DAY – 7 MIN	EVERY DAY – 7 MIN	SHRUB MEDIUM WATER VOLUME
6	41.2	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
7	34.6	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
8	21.8	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
9	31.5	SOD	.55"	TUES / F – 60 MIN	TUES – 60 MIN	TURF MEDIUM WATER VOLUME
10	41.5	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
11	47.7	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
12	36.7	SOD	.55"	TUES / F – 60 MIN	TUES – 60 MIN	TURF MEDIUM WATER VOLUME
13	8.31	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
14	49.0	SOD	.55"	TUES / F – 60 MIN	TUES – 60 MIN	TURF MEDIUM WATER VOLUME
15	50.0	SOD	.55"	TUES / F – 60 MIN	TUES – 60 MIN	TURF MEDIUM WATER VOLUME
16	34.1	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
17	39.2	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
18	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
19	19.9	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
20	19.9	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
21	9.25	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME

65,000 SQ. FEET TURF MEDIUM WATER VOLUME IRRIGATION AREA
30,500 SQ. FEET SHRUBS LOW WATER VOLUME IRRIGATION AREA
15,000+ SQ. FEET UNIRRIGATED TURF AREA
NO WATERING TO TAKE PLACE BETWEEN THE HOURS OF 10:00AM – 4:00PM

Crawford Irrigation Design, Inc
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@atlantic.net

0 10 20 30 40
SCALE : 1" = 20'

SHEET LAYOUT LEGEND

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ORMOND BEACH
300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505
ST. AUGUSTINE
4475 U.S. 1 S. STE # 601 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159
AMELIA ISLAND
5114 ATLANTIC AVE., STE 2-D FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-4159

NO.	DATE	DESCRIPTION	BY
1.	04-10-15	REVISED PER CITY COMMENTS, DATED 3-26-15	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066
ISSUE DATE: 8/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: PM
FILE LOCATION: J:\09066\CAD\LAND\IR_A.dwg
XREFS: 09066BASE

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR5 OF 7

IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird RD-06-S-P30-NP 15 Strip Series	11	EST	30	0.61	4'x15'
	Rain Bird RD-06-S-P30-NP 15 Strip Series	73	SST	30	1.21	4'x30'
	Rain Bird RD-06-S-P30-NP 8 Series MPR	97	180	30	0.52	8'
	Rain Bird RD-06-S-P30-NP 8 Series MPR	6	90	30	0.26	8'
	Rain Bird RD-06-S-P30-NP 10 Series MPR	17	180	30	0.79	10'
	Rain Bird RD-06-S-P30-NP 10 Series MPR	4	90	30	0.39	10'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	1	360	30	2.60	12'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	10	180	30	1.30	12'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	7	90	30	0.65	12'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	2	120	30	0.87	12'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	208	180	30	1.85	15'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	9	90	30	0.92	15'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	2	120	30	1.23	15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	10	EST	30	0.61	4'x15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	16	SST	30	1.21	4'x30'
	Rain Bird RD-12-S-P30-NP 5 Series MPR	4	90	30	0.10	5'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	81	180	30	0.52	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	43	90	30	0.26	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	4	120	30	0.35	8'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	42	180	30	0.79	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	7	90	30	0.39	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	1	120	30	0.53	10'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	1	360	30	2.60	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	45	180	30	1.30	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	10	90	30	0.65	12'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	24	180	30	1.85	15'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	14	90	30	0.92	15'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	3	120	30	1.23	15'
	Rain Bird RD-12-S-P30-NP 12 Series HE VAN	2	Adj	30		12'
	Rain Bird RD-12-S-P30-NP 15 Series HE VAN	15	Adj	30		15'
	Rain Bird RD-12-S-P30-NP 8 Series VAN	2	Adj	30		8'
	Rain Bird RD-12-S-P30-NP 10 Series VAN	1	Adj	30		10'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	2	EST	30	0.61	4'x15'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	2	360	30	2.60	12'
	Rain Bird RD-06-S-P45-NP R-VAN-1724	2	CST	40	0.01	23'
	Rain Bird RD-06-S-P45-NP R-1318	6	180	40	0.92	17'
	Rain Bird RD-06-S-P45-NP R-1318	4	90	40	0.46	17'
	Rain Bird RD-06-S-P45-NP R-1724	10	180	40	1.73	23'
	Rain Bird RD-06-S-P45-NP R-1724	4	90	40	0.87	23'
	Rain Bird RD-12-S-P45-NP R-VAN-1318	3	CST	45	0.01	18'
	Rain Bird RD-12-S-P45-NP R-VAN-1724	7	CST	45	0.01	24'
	Rain Bird RD-12-S-P45-NP R-1318	5	360	45	1.96	18'
	Rain Bird RD-12-S-P45-NP R-1318	73	180	45	0.98	18'
	Rain Bird RD-12-S-P45-NP R-1318	5	90	45	0.49	18'
	Rain Bird RD-12-S-P45-NP R-1318	1	120	45	0.65	18'
	Rain Bird RD-12-S-P45-NP R-1724	15	180	45	1.84	23'
	Rain Bird RD-12-S-P45-NP R-1724	2	120	45	1.22	23'
	Rain Bird 1401 Bubbler	169	360	30	0.25	1'
	Rain Bird 1402 Bubbler	15	360	30	0.50	1'
	Rain Bird RD-06-S-P30-NP w/Maxijet ARCGHFG09H	37	90	30	0.25	5'
	Rain Bird RD-06-S-P30-NP w/Maxijet ARCRHFR09H	10	90	30	0.40	5'
	Rain Bird PCT-10 Pressure Compensating Module	25	360	30	0.17	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-R in 12" Purple Valve Box Controller A valves to have DC latching solenoids.	36
	Nibco T-113 2" Isolation Valve in 12" Purple Valve Box	6
A1	Hunter NODE-100 Battery Operated Controller	1
A2	Hunter NODE-200 Battery Operated Controller	7
B	Rain Bird ESP24LXME 24 Station Controller	1
S	Rain Bird RSD-BEx Rain Sensor	4
R	Water Meter Reclaim 2" to produce 50 gpm @ 55 psi	2
W	4" Irrigation Well and Pump see note 27	1
	Irrigation Lateral Line: PVC Class 160 Purple	17,500 l.f.
— — — —	Irrigation Mainline: PVC Schedule 40 Purple Mainline from meter R1 to be 2" Schedule 40 Purple. Mainline from meter R2 to be 2-1/2" Schedule 40 Purple unless noted 2".	4,800 l.f.
- - - - - - - -	Pipe Sleeve: PVC Schedule 40 Extend sleeves 18 inches beyond edges of paving or construction.	

IRRIGATION CONTRACTOR RESPONSIBLE FOR THEIR OWN TAKE OFF

IRRIGATION NOTES

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS – CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS–FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
13. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
14. ALL IRRIGATION CONTROL WIRE SHALL BE SINGLE STRAND 14 GAUGE. ALL WIRE SPLICES SHALL BE MADE WITH 3M–DBY CONNECTORS OR APPROVED EQUAL.
15. OWNER WILL DETERMINE CONTROLLER LOCATION AND PROVIDE ELECTRIC SERVICE WITHIN 20' OF LOCATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION FROM THE ELECTRICAL SERVICE TO THE IRRIGATION CONTROLLER.
16. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'–0" FROM BACK OF CURB OR EDGE OF PAVEMENT. VALVE BOXES SHALL INDICATE ZONE NUMBER ON LIDS.
17. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES.
18. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION CONTROL WIRE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
19. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL SLEEVING.
20. ALL UNSIZED PIPE SHALL BE 3/4".
21. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 16" UNLESS NOTED OTHERWISE.
22. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 20" UNLESS NOTED OTHERWISE.
23. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS–BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS–BUILT" DRAWINGS.
24. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON–SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
25. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
26. IRRIGATION CONTRACTOR SHALL VERIFY METER IS CAPABLE OF FLOW AND PRESSURE PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. CONTRACT THE IRRIGATION DESIGNER WITH THE AVAILABLE FLOW AND PRESSURE IF THE METER DO NOT MEET THE REQUIREMENTS SHOWN IN THE LEGEND FOR THE METERS. WATER METERS TO BE PROVIDED BY THE OWNER.
27. IRRIGATION BACK UP WELL SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AS PART OF THE IRRIGATION SYSTEM INSTALLATION CONTRACT. IRRIGATION WELL SHALL BE 4" WELL WITH A PUMP CAPABLE OF PRODUCING 50 GPM AT 60 PSI. THE SYSTEM SHALL INCLUDE A WILKINS 1–1/2" DOUBLE CHECK VALVE ASSEMBLY, CYCLE STOP CSV2W, WX102 TANK AND TORO T–ALFD10150–L FILTER. ALL EQUIPMENT SHALL BE INSTALLED IN HOT BOX ENCLOSURE ON CONCRETE PAD. THE OWNER SHALL DETERMINE FINAL WELL LOCATION AND PROVIDE ELECTRICAL SERVICE TO THE LOCATION. WELL DRILLER SHALL BE RESPONSIBLE FOR CONNECTION OF THE ELECTRICAL SERVICE TO THE PUMP. THE WELL WILL BE USED AS BACK UP WATER SOURCE FOR CONTROLLER B IRRIGATION ZONES WHEN RECLAIMED WATER IS UNAVAILABLE.
28. CONTROL VALVES FOR ZONES WITH A1 AND A2 CONTROLLERS SHALL HAVE DC LATCHING SOLENOIDS. INSTALL IRROMETER 200SS SOIL MOISTURE SENSOR FIVE FEET FROM EACH CONTROLLER VALVE BOX.
29. IRRIGATION HEADS IN THE MEDIAN SHALL BE HUNTER PROS–06–PRS30–R SPRAY BODIES.
30. INSTALL RECLAIM WATER ADVISORY SIGNS PER CITY OF PORT ORANGE REQUIREMENTS.

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NO.	DATE	DESCRIPTION	BY
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REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066
ISSUE DATE: 8/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: PM
XREFS: 09066BASE
PLOT DATE: 4/10/15 11:45:41 AM BY: JCELAGE_A1B

FILE LOCATION -

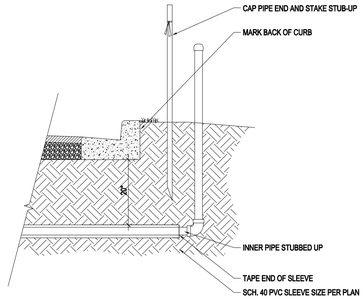
SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR6 OF 7

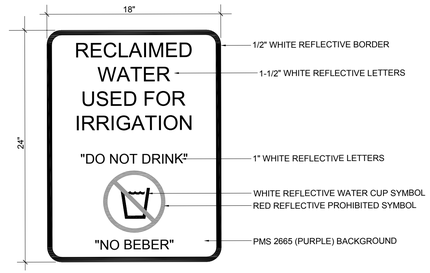
PROVIDE MEASUREMENTS FROM 2
REFERENCE POINTS TO STUB UP ON THE
AS-BUILD DRAWING



SLEEVING ROUGH-IN DETAIL

SCALE: NTS

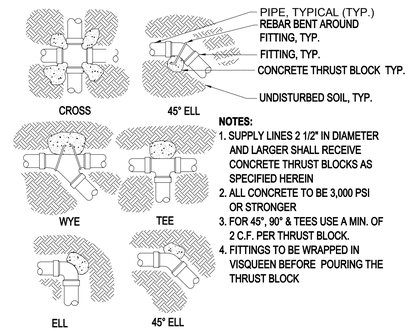
SIGNS SHALL BE DIMENSIONED AS SHOWN. SIGNS MUST BE ALUMINUM AND HAVE A MINIMUM OF .063 GAGE. DEVIATIONS TO THIS SIGN LAYOUT SHALL BE SUBMITTED TO THE IRRIGATION DESIGNER OR LANDSCAPE ARCHITECT FOR APPROVAL.



ALL SIGNS MUST BE VISIBLY POSTED AT EACH ENTRANCE AND BE A MINIMUM OF 24" ABOVE FINISHED GRADE OF ROAD CROWN AND WITHIN 5 FEET OF EDGE OF CURB.

RECLAIMED WATER ADVISORY SIGN DETAIL

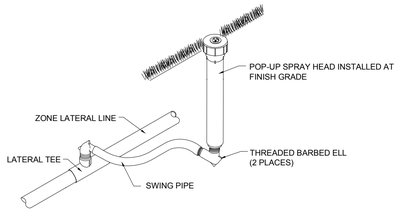
NOT TO SCALE



NOTES:
1. SUPPLY LINES 2 1/2" IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN
2. ALL CONCRETE TO BE 3,000 PSI OR STRONGER
3. FOR 45°, 90° & TEES USE A MIN. OF 2 C.F. PER THRUST BLOCK.
4. FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK

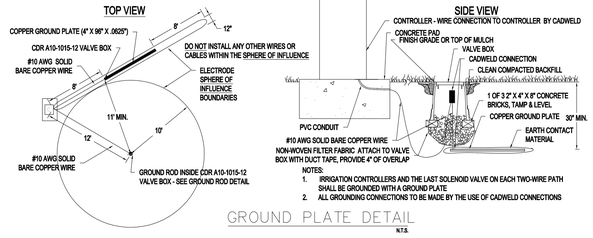
THRUST BLOCK REINFORCEMENT DETAILS

N.T.S.



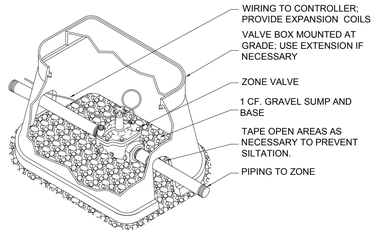
SPRAY HEAD INSTALLATION DETAIL

SCALE: NTS



GROUND PLATE DETAIL

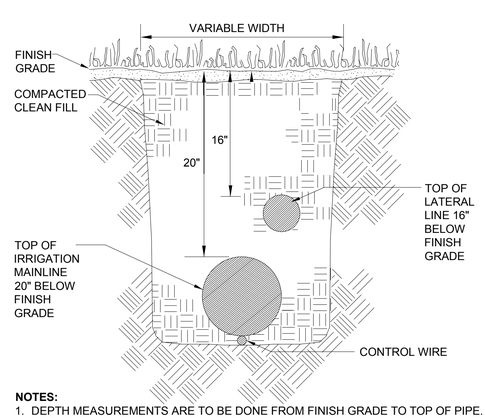
N.T.S.



INSTALL TOP OF VALVE A MAXIMUM OF 15" FROM FINISHED GRADE.

ZONE VALVE INSTALLATION DETAIL

SCALE: NTS



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

TRENCHING DETAIL

N.T.S.

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CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
SURVEYORS • PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
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XREF'S: IRRIGATION-VALVE.JPG, IR-DETAILS.DWG, IR-NOTES.DWG, IR-PLAN.DWG, IR-SHEET.DWG, IR-SPRINKLER.DWG, IR-TRENCHING.DWG, IR-VALVE.DWG, IR-XREF.DWG, IRBORDER.DWG

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR7 OF 7

COMMON OPEN SPACE

PUBLIC ACCESS TRAIL

PLAT BOUNDARY

SITE CALCULATIONS

TOTAL SITE AREA	96.03 AC
OPEN SPACE REQUIRED (96.03 X 40% = 38.42)	38.42 AC
COMMON OPEN SPACE PROVIDED	
R.O.W. TO STREET	*5.49 AC*
PARKS	*3.50 AC*
AMENITY CENTER	*1.95 AC*
PUBLIC ACCESS AREAS	*28.05 AC*
OPEN SPACE PROVIDED	38.99 AC (40%)

SINGLE FAMILY

PHASE I (50'x125')	119 LOTS
PHASE II (50'x125')	75 LOTS
VILLAGE C (50'x115')	49 LOTS
TOTAL	243 LOTS

NOTES:

1. PER CHAPTER 17, SEC 27 (d)(6) OF THE LDC THE BUILDING COVERAGE CAN BE INCREASED TO 50% BECAUSE 100% OF THE REQUIRED OPEN SPACE (38.42 ACRES) IS DEVELOPED AS COMMON OPEN SPACE.
2. RESIDENTS WILL BE ALLOWED TO ACCESS AND USE ALL COMMON OPEN SPACE AREAS BEHIND LOTS.

0 100 200 300 400

SCALE : 1" = 200'

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ORMOND BEACH
300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE # 601 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1699 SOUTH 14 ST., STE #12 FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-5479

NO.	DATE	DESCRIPTION	BY
1	09-11-12	REVISED PER CLIENTS REQUEST	AWA
2	11-3-14	REVISED PER CLIENTS REQUEST	SMG
3	1-12-15	REVISED PER COMMENTS, DATED 12-3-2014	SMG
4	4-10-15	REVISED PER VILLAGES CHANGED TO PHASES	SMG

REVISIONS:

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

HAWKS PRESERVE @ PORT ORANGE PLANTATION OPEN SPACE EXHIBIT

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066
ISSUE DATE: 09/11/12
DESIGNED BY: PM
DRAFTED BY: PM
CHECKED BY: PM
DRAWING FILE: 09066-RV_11-3-14
XREFS:

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 200'

SHEET OS1 OF 1

This Instrument Prepared By:
Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, Florida 32129

Please return recorded document to:
D.R. Horton, Inc.
Attn: Mike McQuarrie
6200 Lee Vista Boulevard Suite 400
Orlando, FL 32822

Parcel ID: 6213-00-00-0013
6213-00-00-0012
6213-00-00-0032

RELEASE OF TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS and EGRESS
(Hawks Preserve at Port Orange Plantation – Phase I)

THIS RELEASE OF EASEMENT ("Release") is made this ____ day of _____, 2015, between **THE CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange, Florida 32129, hereinafter sometimes referred to as "City," and **PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, mailing address: c/o Sentry Management, 2180 West S.R. 434, Suite 5000, Longwood, Florida 32779, hereinafter sometimes referred to as "HOA."

WITNESSETH:

That the City and the HOA, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, do hereby remise, release, and quit claim unto D.R. HORTON, INC., a Delaware corporation, its successors and assigns forever, all the right, title, interest, claim and demand which the City and HOA acquired by virtue of the following:

1. Temporary Easement, Drainage Maintenance, Utility, Access, Ingress and Egress recorded in O.R. Book 5554, Page 2893, Public Records of Volusia County, Florida.

2. Temporary Easement, Drainage, Maintenance, Utility, Access, Ingress and Egress Easement recorded in O.R. Book 5881, Page 1413, Public Records of Volusia County, Florida.

3. Temporary Easement, Drainage, Maintenance, Utility, Access, Ingress and Egress Easement recorded in O.R. Book 5881, Page 1418, Public Records of Volusia County, Florida.

4. Temporary Easement, Drainage, Maintenance, Utility, Access, Ingress and Egress Easement recorded in O.R. Book 5881, Page 1428, Public Records of Volusia County, Florida.

as to the following described piece or parcel of land, sometimes identified by parcel numbers 6213-00-00-0013, 6213-00-00-0012 and 6213-00-00-0032, situate, lying and being in the County of Volusia, State of Florida, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the City and the HOA, either in law or in equity to the only proper use, benefit and behoof of Grantees forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has hereunto caused this Release of Easement to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

_____

By: _____
Allen Green, Mayor

_____
Printed Witness Name:

_____

_____
Printed Witness Name:

_____

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

_____ *(Corporate Seal)*

_____
Printed Witness Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, and who: [_] is personally known to me, or [_] has provided the following identification _____.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as City Clerk, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, and who: [_] is personally known to me, or [_] has provided the following identification _____.

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

WITNESSES:

PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Gina Treadway, President

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Gina Treadway, as President of **PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, who acknowledges that she is duly authorized to execute the foregoing Release on behalf of the HOA, and who is personally known to me.

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

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11" W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5253, PAGE 3298, SAID PUBLIC RECORDS, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°39'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119-122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD. A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S68°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE DEPARTING SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, N20°23'26"W, 174.10 FEET; thence s69°36'34"W, 80.16 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1300.00 FEET AND CENTRAL ANGLE OF 03°29'16" WITH A CHORD BEARING N21°41'33"E; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET;

THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE POINT OF BEGINNING.

44.00
.70
44.70 DP

05/17/2005 03:37 PM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2005-126951 # 1
Book: 5554
Page: 2893

Prepared by:
Linda D Johnson Paralegal for the City Attorney
1000 City Center Circle
Port Orange FL 32129-4144

RETURN RECORDED DOCUMENT
TO: Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129 6013-00-00-0032

Portion of Parcel # 6013-00-00-0012
6013-00-00-0013

Returned: D.R. Horton, Inc
4. Michael Smith
1648 Taylor Road #107
Port Orange, FL 32128

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS and EGRESS

THIS INDENTURE made this 4th day of May, 2005, by and between D. R. HORTON, INC.- JACKSONVILLE, a Delaware corporation authorized to transact business in the State of Florida, mailing address: 9456 Philips Highway, Suite 1, Jacksonville FL 32256, referred to herein as "Grantor," and the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation in Volusia County, Florida, having its principal place of business located at 1000 City Center Circle, Port Orange FL 32129, and PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, mailing address: 9456 Philips Highway, Suite 1, Jacksonville FL 32256, collectively referred to herein as "Grantee."

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys unto the Grantee, its successors and assigns, a TEMPORARY EASEMENT FOR DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS and EGRESS ("Easement") through, under, over and across a portion of real property located in Volusia County, Florida, and being more particularly described and graphically depicted on **Exhibit "A"** attached hereto and made a part hereof by reference ("Easement Premises").

The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right of access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto Grantee, PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (ASSOCIATION), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND TO HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement Premises to perform maintenance, repair or replace the facilities; and, shall have the

right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair, and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a plat, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor of the herein named Grantees a permanent easement over the storm water utilities systems serving Port Orange Plantation Phase I, per map or plat thereof recorded in Map Book 51 Pages 52-55 Public Records of Volusia County, Florida. This instrument is described as "temporary" in anticipation of such platting or dedication, however, is intended by all the parties to be permanent if the underlying property is not platted.

Grantor covenants and agrees with Grantee that Grantor is the record title owner of the fee interest of the Easement Premises; and further, Grantor shall not place any trees or construct any buildings or structures of any type whatsoever on the Easement Premises during the period of time for which this Temporary Easement is effective, and the Grantee shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: [signature]

Name: Bethany A. Prior
Witnesses as to Grantor

GRANTOR:
D. R. HORTON INC. – JACKSONVILLE
A Delaware Corporation

By: [signature]
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me this 4th day of May, 2005 by Phillip A. Framondo, the VICE President of D.R. HORTON, Inc. - JACKSONVILLE, a Florida corporation, the Grantor named in the foregoing Easement, who hereby certifies and acknowledges that he has full power and authority to execute the foregoing Easement, and who: [X] is personally known to me, or [ ] has produced _____ as identification.

DEBORAH S. MILLEN
Notary Public - State of Florida
My Commission Expires Mar 4, 2009
Commission # DD 386138
Bonded By National Notary Assn.

[signature]
Notary Public, State of Florida at Large
Printed or typed name of Notary, Commission and Expiration Date

EXHIBIT "A"

VILLAS OF PORT ORANGE PLANTATION – PHASE 1
LEGAL DESCRIPTION:

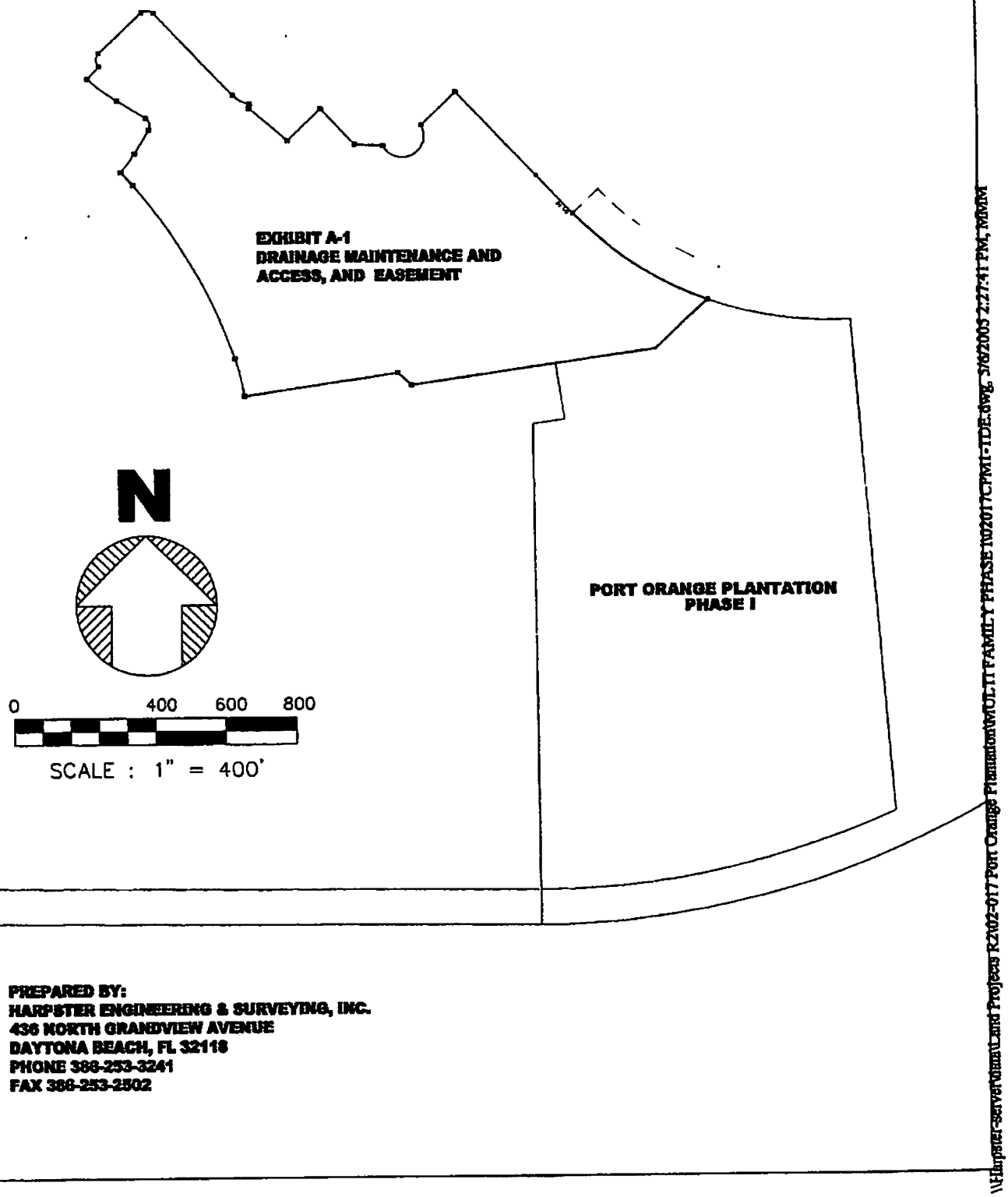
A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE S89°37'10"E, 1194.55 FEET; THENCE N00°05'09"W, 795.37 FEET; THENCE S89°37'10"E, 751.75 FEET; THENCE N00°05'09"W A DISTANCE OF 637.66 FEET; THENCE N81°54'08"E, 89.42 FEET; THENCE N08°05'52"W, 160.00 FEET TO THE POINT OF BEGINNING; THENCE S81°54'08"W, 412.47 FEET; THENCE N48°07'38"W, 52.24 FEET; THENCE S81°54'08"W, 439.54 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 09°47'44", A CHORD OF 108.43 FEET, A CHORD BEARING OF N13°25'21"W; THENCE ALONG THE ARC 108.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 22°24'09", A CHORD OF 576.94 FEET, A CHORD BEARING OF N29°31'18"W; THENCE ALONG THE ARC 580.63 FEET; THENCE N41°34'52"W, 50.32 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 375.00, A CENTRAL ANGLE OF 09°57'06", A CHORD OF 65.05 FEET, A CHORD BEARING OF N36°31'44"E; THENCE ALONG THE ARC 65.13 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N31°33'11"E, 78.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, A CHORD BEARING OF N13°26'49"W; THENCE ALONG THE ARC 39.27 FEET; THENCE N31°33'11"E, 50.00 FEET; THENCE S58°26'49"E, 132.04 FEET; THENCE N31°33'11"E, 82.00 FEET; THENCE S80°26'55"E, 114.45 FEET; THENCE S49°25'20"E, 127.28 FEET; THENCE S43°19'32"E, 128.45 FEET; THENCE S86°54'37"E, 225.40 FEET; THENCE N46°40'28"E, 285.63 FEET; THENCE S43°19'32"E, 431.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 26°29'48", A CHORD OF 458.34 FEET, A CHORD BEARING OF S56°34'26"E; THENCE ALONG THE ARC 462.45 FEET; THENCE S47°20'35"W, 205.10 FEET; THENCE S81°54'08"W, A DISTANCE OF 289.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 832,274 SQUARE FEET = 19.11 ACRES MORE OR LESS

Instrument# 2005-126951 # 4
Book: 5554
Page: 2896

PORT ORANGE PLANTATION
EXHIBIT 'A'



PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

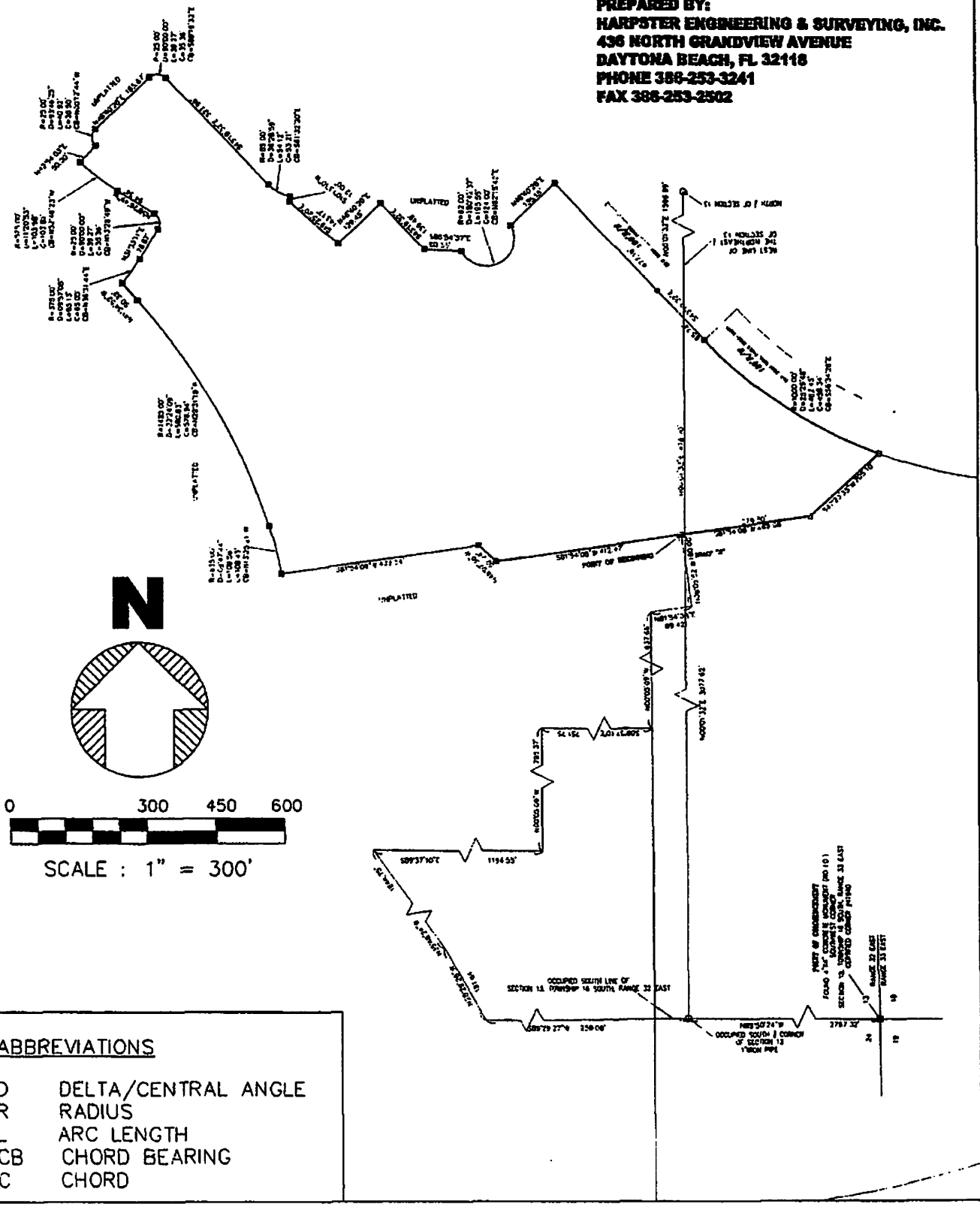
\\Harpster-server\Data\Land Projects RZ\02-017 Port Orange Plantation\MOLITT FAMILY PHASE I\02017CPMI-IDE.dwg, 5/6/2005 2:27:41 PM, MMM

Best Available Image

Instrument# 2005-126951 # 5
Book: 5554
Page: 2897
Diane M. Matousek
Volusia County, Clerk of Court

PORT ORANGE PLANTATION
EXHIBIT 'A'

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502



ABBREVIATIONS

D	DELTA/CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD

\\Harpster-server\Data\Land Projects R2\02-017 Port Orange Plantation\MULTI FAMILY PHASE II\02017CPM1-TDE.dwg, 5/6/2005 2:27:49 PM, MMM

PG 4470/4470

07/26/2006 11:16 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2006-189648 # 1
Book: 5881
Page: 1413

This Document Prepared By:
Harpster Engineering and Surveying, Inc.
436 N. Grandview Ave., Daytona Beach, FL 32118

Please Return Recorded Document to:
To: Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2001)

Portion of Parcel# 6213-00-00-0032

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS EASEMENT

THIS INDENTURE made this 21st day of July, 2006, by and between D.R. Horton, Inc. – Jacksonville, a Delaware corporation, authorized to transact business in the State of Florida, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, referred to herein as "Grantor," and the City of Port Orange, Florida, a chartered municipal corporation in Volusia County, Florida having its principal place of business located at 1000 City Center Circle, Port Orange, FL 32129 and the PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, collectively referred to herein as "Grantee."

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells, conveys unto the Grantee, its successors and assigns, a TEMPORARY EASEMENT FOR DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS ("Easement") through, under, over and across a portion of real property located in Volusia County, Florida, and being more particularly described and graphically depicted on Exhibit "A" attached hereto and made a part hereof by reference ("Easement Premises").

The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right to access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee; PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (Association), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement premises to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation.

It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a plat, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor herein named Grantees a permanent easement over the stormwater and utility systems contemplated hereby. This instrument is described as "temporary" in anticipation of such platting or dedication; however, is intended by the parties to be permanent if the underlying property is not platted.

Grantor covenants and agrees with Grantee that Grantor is the record title owner of the fee interest of the Easement Premises; and further, Grantor shall not place any trees or construct any buildings or structures of any type whatsoever on the Easement Premises during the period of time for which this Temporary Easement is effective, and the Grantee shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: _____

Name: Sarah C. J-Baker

GRANTOR:
D.R. HORTON, INC.-JACKSONVILLE
A Delaware Corporation

By: _____ VP
Printed Name: Philip A. Fremento
Title: Vice President

Name: Jan J. Doan

By: Leslie D. Dyal
Printed Name: LESLIE D. DYAL
Title: ASSISTANT SECRETARY

Sarah C. J-Galen
Name: Sarah C. J- Galen
Witness as to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this 7th day of July, 2006, by Jan J. Doan and Leslie D. Dyal as the President and Secretary, respectively, of Port Orange Plantation Homeowner's Association, Inc., a Florida corporation authorized to transact business in the State of Florida, and being the Grantor named in the foregoing Temporary Easement (Outfall Ditch), who hereby certify and acknowledge in their respective capacity for the Grantor and Grantor holds fee simple title to the above-described real property, that they have full power and authority to executed the foregoing Easement on behalf of Grantor, and who ☒ are personally known to me, or ☐ have produced _____ as identification.

AMBER MARIA LEHMAN
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DD 189811

Amber Maria Lehman
Notary Public, State of Florida at Large
Printed or typed name of Notary, Commission and Expiration Date

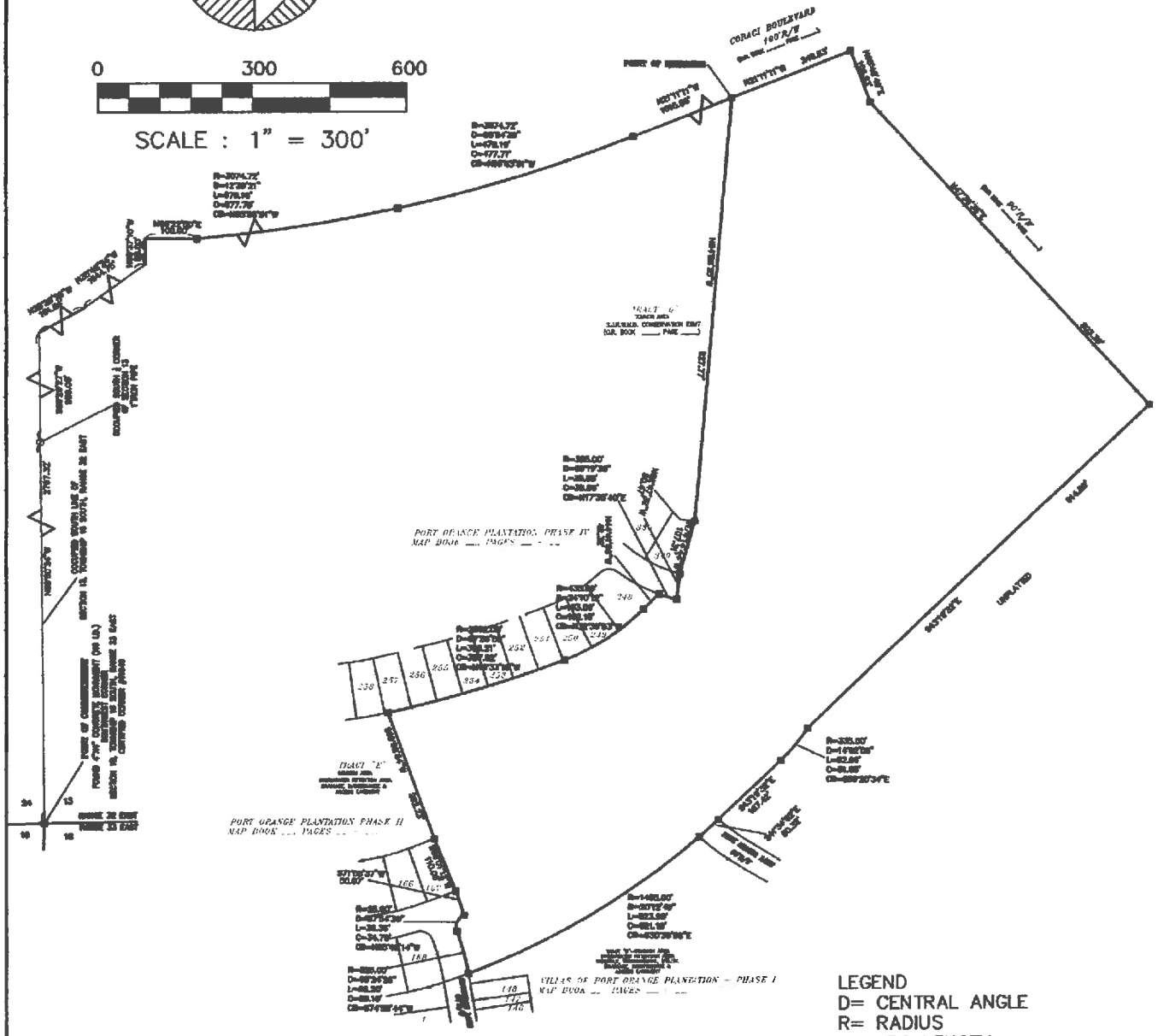
Instrument# 2006-189648 # 4
Book: 5861
Page: 1416

PORT ORANGE PLANTATION
EXHIBIT "A"

N

0 300 600

SCALE : 1" = 300'



LEGEND
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PG= PAGE
D.E.= DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

M. Lisa LaBue

Instrument# 2006-189648 # 5
Book: 5881
Page: 1417
Diane M. Matousek
Volusia County, Clerk of Court

PORT ORANGE PLANTATION
EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, 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, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N21°11'11"W A DISTANCE OF 248.83 FEET THENCE N68°48'49"E A DISTANCE OF 106.93 FEET; THENCE N47°36'36"E A DISTANCE OF 803.39 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG SAID CURVE 82.06 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET; THENCE S41°34'52"E A DISTANCE OF 50.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 20°12'49", A CHORD OF 521.19 FEET, AND A CHORD BEARING OF S30°36'58"E; THENCE ALONG SAID CURVE 523.90 FEET TO A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 09°24'26", A CHORD OF 86.10 FEET, AND A CHORD BEARING OF S74°55'44"W; THENCE ALONG SAID CURVE 86.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°54'30", A CHORD OF 34.70 FEET, AND A CHORD BEARING OF N65°49'14"W; THENCE S71°08'37"W A DISTANCE OF 50.07 FEET; THENCE S68°01'12"W A DISTANCE OF 110.00 FEET; THENCE S69°58'54"W A DISTANCE OF 262.23 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF N16°33'19"W; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF N32°36'53"W; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N44°41'58"W A DISTANCE OF 42.32 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF N17°35'40"E; THENCE ALONG SAID CURVE 35.88 FEET; THENCE N82°47'32"W A DISTANCE OF 50.47 FEET; THENCE N74°14'44"W A DISTANCE OF 107.31 FEET; THENCE N84°58'25"W A DISTANCE OF 827.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 994,402 SQUARE FEET = 22.83 ACRES MORE OR LESS

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

Phase I

PG 4 40/44.70

07/26/2006 11:16 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2006-189649 # 1
Book: 5881
Page: 1418

This Document Prepared By:
Harpster Engineering and Surveying, Inc.
436 N. Grandview Ave., Daytona Beach, FL 32118

Please Return Recorded Document to:
To: Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2001)

Portion of Parcel# 6213-00-00-0032

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS EASEMENT

THIS INDENTURE made this 21st day of July, 2006, by and between D.R. Horton, Inc. – Jacksonville, a Delaware corporation, authorized to transact business in the State of Florida, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, referred to herein as "Grantor;" and the City of Port Orange, Florida, a chartered municipal corporation in Volusia County, Florida having its principal place of business located at 1000 City Center Circle, Port Orange, FL 32129 and the PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, collectively referred to herein as "Grantee."

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells, conveys unto the Grantee, its successors and assigns, a TEMPORARY EASEMENT FOR DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS ("Easement") through, under, over and across a portion of real property located in Volusia County, Florida, and being more particularly described and graphically depicted on Exhibit "A" attached hereto and made a part hereof by reference ("Easement Premises").

The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right to access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee; PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (Association), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement premises to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation.

It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a plat, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor herein named Grantees a permanent easement over the stormwater and utility systems contemplated hereby. This instrument is described as "temporary" in anticipation of such platting or dedication; however, is intended by the parties to be permanent if the underlying property is not platted.

Grantor covenants and agrees with Grantee that Grantor is the record title owner of the fee interest of the Easement Premises; and further, Grantor shall not place any trees or construct any buildings or structures of any type whatsoever on the Easement Premises during the period of time for which this Temporary Easement is effective, and the Grantee shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: Sarah C. J- Galen

Name: Sarah C. J- Galen

GRANTOR:
D.R. HORTON, INC.-JACKSONVILLE
A Delaware Corporation

By: VP

Printed Name: Philip A. Fremento

Title: Vice President

Name: JAN J. DOAN

By: Leslie D. Dyal
Printed Name: LESLIE D. DYAL
Title: ASSISTANT Secretary

Sarah C. J- Galen
Name: Sarah C. J- Galen
Witness as to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn to and acknowledged before me this 21st day of July, 2006, by JAN J. DOAN and Leslie D. Dyal as the President and Secretary, respectively, of Port Orange Plantation Homeowner's Association, Inc., a Florida corporation authorized to transact business in the State of Florida, and being the Grantor named in the foregoing Temporary Easement (Outfall Ditch), who hereby certify and acknowledge in their respective capacity for the Grantor and Grantor holds fee simple title to the above-described real property, that they have full power and authority to executed the foregoing Easement on behalf of Grantor, and who ☒ are personally known to me, or ☐ have produced _____ as identification.

AMBER MARIA LEHMAN
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DD 189811

Amber Maria Lehman
Notary Public, State of Florida at Large
Printed or typed name of Notary, Commission and Expiration Date

Instrument# 2006-189649 # 4
Book: 5881
Page: 1421

PORT ORANGE PLANTATION
EXHIBIT "A"

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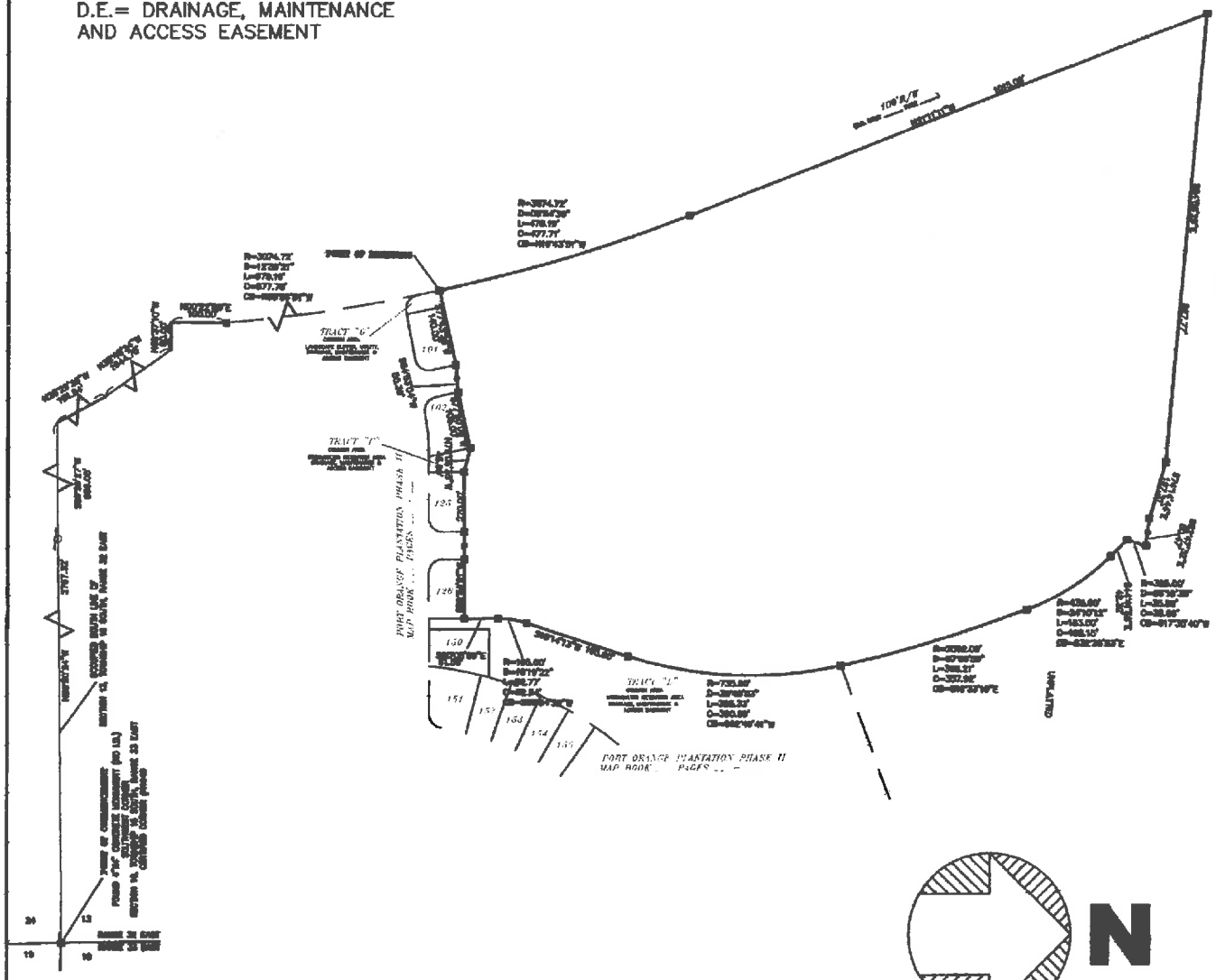

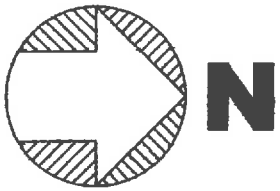

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M. Lisa LaBree

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Volusia County, Clerk of Court

PORT ORANGE PLANTATION
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LEGAL DESCRIPTION:

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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, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET; THENCE S84°58'25"E A DISTANCE OF 827.77 FEET; THENCE S74°14'44"E A DISTANCE OF 107.31 FEET; THENCE S82°47'32"E A DISTANCE OF 50.47 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF S17°35'40"W; THENCE ALONG SAID CURVE 35.88 FEET; THENCE S44°41'58"E A DISTANCE OF 42.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF S32°36'53"E; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF S16°33'19"E; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03", A CHORD OF 390.59 FEET, AND A CHORD BEARING OF S02°49'41"W; THENCE LAONG SAID CURVE 395.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S18°14'13"W A DISTANCE OF 195.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 18°19'22", A CHORD OF 52.54 FEET, AND A CHORD BEARING OF S09°04'32"W; THENCE ALONG SAID CURVE 52.77 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S00°05'09"E A DISTANCE OF 61.59 FEET; THENCE S89°54'51"W A DISTANCE OF 270.00 FEET; THENCE N76°06'35"W A DISTANCE OF 45.69 FEET; THENCE S77°50'05"W A DISTANCE OF 105.00 FEET; THENCE S84°53'04"W A DISTANCE OF 50.39 FEET; THENCE S77°43'28"W A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,141,776 SQUARE FEET = 26.21 ACRES MORE OR LESS

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PHONE 386-253-3241
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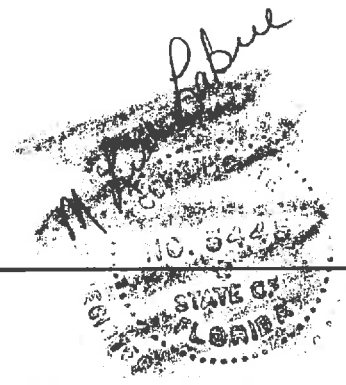
Phase IV



PG 4 of 10 * 44.70

07/26/2006 11:16 AM
Doc stamps .70
(Transfer Amt $ 10)
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This Document Prepared By:
Harpster Engineering and Surveying, Inc.
436 N. Grandview Ave., Daytona Beach, FL 32118

Please Return Recorded Document to:
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City of Port Orange
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Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2001)

Portion of Parcel# 6213-00-00-0032

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS EASEMENT

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The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right to access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee; VILLAS OF PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (Association), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement premises to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation.

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IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: [signature]

Name: [signature]

GRANTOR:
D.R. HORTON, INC.-JACKSONVILLE
A Delaware Corporation

By: [signature]
Printed Name: Philip A. Fremento
Title: Vice President

Name: Jan J. Doan

By: Leslie D. Dyal
Printed Name: LESLIE D DYAL
Title: ASSISTANT Secretary

Sarah C. J. Galen
Name: Sarah C. J. Galen
Witness as to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this 21 day of July, 2006, by Jan J. Doan and Leslie D. Dyal as the _____ President and _____ Secretary, respectively, of Port Orange Plantation Homeowner's Association, Inc., a Florida corporation authorized to transact business in the State of Florida, and being the Grantor named in the foregoing Temporary Easement (Outfall Ditch), who hereby certify and acknowledge in their respective capacity for the Grantor and Grantor holds fee simple title to the above-described real property, that they have full power and authority to executed the foregoing Easement on behalf of Grantor, and who ☒ are personally known to me, or ☐ have produced _____ as identification.

AMBER MARIA LEHMAN
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
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Amber Maria Lehman
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PORT ORANGE PLANTATION
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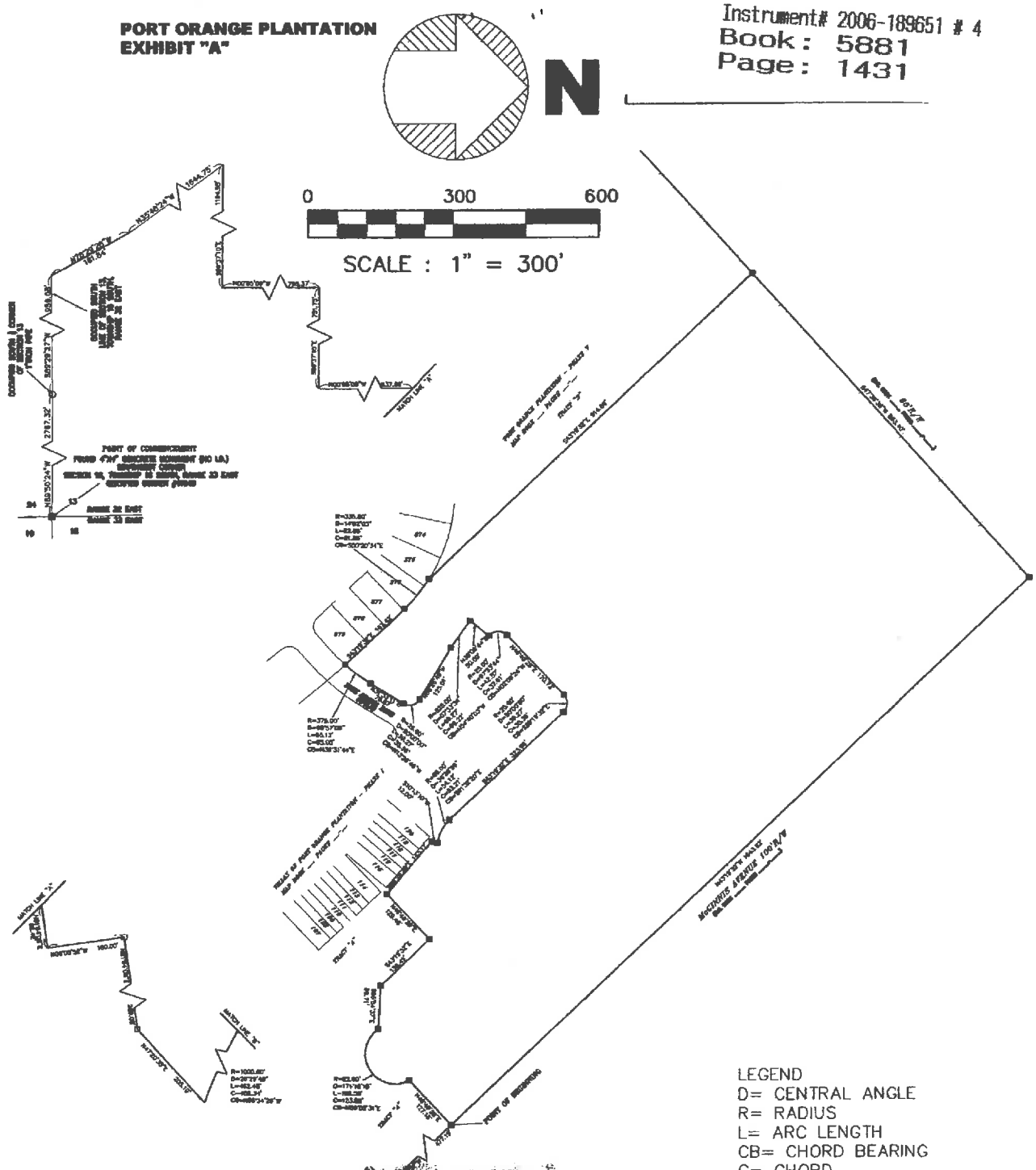

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M. [illegible] LaBue

PORT ORANGE PLANTATION
EXHIBIT "A"

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Diane M. Matousek
Volusia County, Clerk of Court

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, 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, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE S89°37'10"E, 1194.55 FEET; THENCE N00°05'09"W, 795.37 FEET; THENCE S89°37'10"E, 751.75 FEET; THENCE N00°05'09"W A DISTANCE OF 637.66 FEET; THENCE N81°54'08"E, 89.42 FEET; THENCE N08°05'52"W, 160.00 FEET; THENCE N81°54'08"E A DISTANCE OF 289.08 FEET; THENCE N47°20'35"E A DISTANCE OF 205.10 FEET TO A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 26°29'48", A CHORD OF 458.34 FEET, AND A CHORD BEARING OF N56°34'26"W; THENCE ALONG THE ARC 462.45 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N43°19'32"W A DISTANCE OF 477.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N43°19'32"W A DISTANCE OF 1643.52 FEET; THENCE S47°36'36"W A DISTANCE OF 853.40 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG THE ARC 82.06 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 09°57'06", A CHORD OF 65.05 FEET, AND A CHORD BEARING OF N36°31'44"E; THENCE ALONG THE ARC 65.13 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N31°33'11"E A DISTANCE OF 78.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, AND A CHORD BEARING OF N13°26'49"W; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N58°26'49"W A DISTANCE OF 125.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 07°33'34", A CHORD OF 69.22 FEET, AND A CHORD BEARING OF N54°40'03"W; THENCE ALONG THE ARC 69.27 FEET; THENCE N39°06'44"E A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 97°33'44", A CHORD OF 37.61 FEET, AND A CHORD BEARING OF N02°06'24"W; THENCE ALONG THE ARC 42.57 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N46°40'28"E A DISTANCE OF 170.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, A CHORD BEARING OF S88°19'32"E; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E, 323.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 36°28'59", A CHORD OF 53.21 FEET, AND A CHORD BEARING OF S61°32'20"E; THENCE ALONG THE ARC 54.12 FEET; THENCE S10°13'10"W, 12.00 FEET; THENCE S49°25'20"E, 143.17 FEET; THENCE N46°40'28"E, 129.45 FEET; THENCE S43°19'32"E, 139.49 FEET; THENCE S86°54'37"E, 89.71 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 174°16'15", A CHORD OF 123.85 FEET, AND A CHORD BEARING OF N59°02'31"E; THENCE ALONG THE ARC 188.58 FEET; THENCE N46°40'28"E, 127.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,104,483 SQUARE FEET = 25.36 ACRES MORE OR LESS

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

M. Lisa LaBrie

Villas 2

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Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	Hawks Preserve at Port Orange Plantation - Phase I
Site Address:	North of Town West Blvd., between Coraci Blvd. & McGinnis Ave.
City Case No.	14-50000006
Zoning District	Planned Community—Agricultural (PC-A) District
TIA Report Date	April 3, 2006 (updated April 2015)
TIA Prepared by:	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	April 28, 2015
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Est. Date of Impact	2016

Developer:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard Suite 400, Orlando Florida 32822

Land Owner:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard Suite 400, Orlando Florida 32822

Original Property – Villas of Port Orange Plantation Phase I & II (2006)

Total Acreage:	47 acres
Parcel Number(s):	6213-00-00-0032 & 6213-00-00-0012, and portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBITS B-1 and B-2**.

Amended Property – Hawks Preserve at Port Orange Plantation - Phase I (2015)

Total Acreage:	57.8 acres
Parcel Number(s):	6213-00-00-0012 and portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-3**.

Development Exhibit A-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Hawks Preserve at Port Orange Plantation - Phase I
City Case No.:	14-50000006
TIA Report Date:	April 3, 2006 (restated 2015)
TIA Prepared by (Firm):	Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	April 28, 2015
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Estimated Date of Impact:	2016

Contribution Calculations: Adjusted April 28, 2015

				Villas of P.O. Plantation Ph I and II (2006) [5]			P.O. Plantation Ph IV – Village C (2014) [6]			Hawks Preserve Ph I (2015) [7]			Remaining (2015)	
Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio [5]	% of Cost [5]	Fair-Share Cost Paid [5]	DT/CI Ratio [6]	% of Cost [6]	Fair-Share Contribution for P.O. Plantation Ph IV – Village C (2014) [4] & [6]	DT/CI Ratio [7]	% of Cost [7]	Fair-Share Contribution for Hawks Preserve at Port Orange Plantation - Ph I (2015) [4] & [7]	Remaining DT/CI Ratio (2015)	Remaining Fair-Share Paid Balance (2015)
Dunlawton/Taylor at I-95[1] PRVCF OR Bk 5709 Pg 4728	N/A	N/A	$2,548,708.81	23/930	2.47%	$62,953.11	6/930	0.65%	$16,566.61	15/930	1.61%	$41,034.21	2/930	$5,352.29
Dunlawton/Clyde Morris[1][2] PRVCF OR Bk 5709 Pg 4732	N/A	N/A	$810,967.48	7/164	4.27%	$34,628.31	2/164	1.22%	$9,893.80	5/164	3.05%	$24,734.51	0/164	$0.00
Town West/Williamson[2] PRVCF OR Bk 5709 Pg 4735	$427,800.00	N/A	N/A	32/360	8.89%	$76,064.00 [8]	9/360	2.50%	$10,695.00 [8]	22/360	6.11%	$26,138.58 [8]	1/360	$39,230.42 [8]
Summertrees Road[3] PRVCF OR Bk 5709 Pg 4736	N/A	N/A	$3,152,938.60	11/860	1.28%	$40,357.61	3/860	0.35%	$11,035.29	7/860	0.81%	$25,538.80	1/860	$3,783.52
TOTAL						$214,003.03			$48,190.70			$117,446.10		$48,366.23

[1] FDOT Project Participant
[2] County Road Project Participant
[3] City Project Participant *Eligible for City trans. impact fee credits*
[4] Amount revised to be actual Contribution. In 2014, amount was rounded up to nearest whole dollar in Amendment #1[OR Book 6996, Page 4359]
[5] Villas of Port Orange Plantation Ph I and II – 346 townhome units or 180 trips (Case No. 05-50000018 & 05-50000019)
[6] Port Orange Plantation Phase IV, Village C – 49 single-family units or 50 trips (Case No. 13-50000003)
[7] Hawks Preserve at Port Orange Plantation - Phase I – 119 single-family units or 121 trips (Case No. 14-50000006)
[8] Represents a 200% multiplier

Planning Review: Tim Burman Date 5-6-15

Finance Review: Lisa A. Pallent Date 5-6-15

Development Exhibit A-2

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Final Plat & Plans, Subdivision Variance, and Amendment to Concurrency Fair-Share Agreement and Release of Easements for Hawks Preserve at Port Orange Plantation - Ph II
Case No. 14-50000007

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve (1) the Final Plat & Plans for the Hawks Preserve at Port Orange Plantation - Ph II Subdivision, (2) a variance waiving the requirement to extend Oak Breeze Ave., and (3) authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing Fair-Share Agreement dated July 25, 2006 upon the city attorney's approval of the amendment document and (4) authorizing the execution of the release of the temporary easement and for the city attorney to deliver the release for recording simultaneous with the plat for Hawk's Preserve Phase II.

SUMMARY: Planning Commission Action (3/26/15): Recommended Approval

The applicant is requesting to subdivide approximately 23.76 acres, located north of Town West Blvd. between Coraci Blvd. and McGinnis Ave., into 75 single-family lots along with associated infrastructure and stormwater improvements. The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in PC-A Neighborhood Zoning District of the LDC, except for the variance requested.

The applicant is requesting a variance to allow this phase to be developed without extending an existing street stub-out (Oak Breeze Ave.) into the proposed subdivision. The intent of the code is to provide an interconnected local road network that provides travel and access options. The proposed subdivision meets the minimum subdivision requirements with two access points to public roads. The proposed development is accessed from two collector roads (McGinnis Ave. and Coraci Blvd.).

The amendment to the existing Concurrency Fair-Share Agreement is to document the number of vested trips being used by the proposed 75 lot single-family subdivision. The City has already received the Fair-Share payment for the impacts on the City's roadway network generated by the traffic associated with the proposed 75 single-family lot subdivision. In 2006, the property owner (D.R. Horton) entered into a Fair-Share and Concurrency Agreement with the City based on the traffic generated from a 210 lot single-family subdivision (Port Orange Plantation, Phase III, IV, and V). The Fair-Share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton made the Fair-Share payment in December 2006. According to the 2006 Fair-Share agreement, the Fair-Share payment vested 210 single-family homes

on their property. Phase III was built, but Phases IV and V were not. With the construction of Phase III (53 single-family lots) in 2010, a total of 157 vested single-family lots remain. The proposed subdivision is for 75 single-family homes; therefore, no additional Fair-Share payment is required for this development.

The developer has proceeded in a phased design and as a result easements were established temporarily and require a permanent replacement easement. Upon city council approval, the release will be recorded only upon recording of the final plat showing the replacement easement that secures the maintenance of the storm water drainage systems for this subdivision and the adjoining property.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC_Staff rpt_HawksPreserve@POP_PH2.pdf
2.	Plat - Hawks Preserve at Port Orange Plantation, Ph II	Plat - Haws Preserve PH2.pdf
3.	Plans - Hawks Preserve at Port Orange Plantation, Ph II	Complete Set of Phase 2.pdf
4.	Concurrency Fair-Share Agreement Exhibits	Hawks Preserve PH 2_CFSA exhibits.pdf
5.	Release of Easement - Hawks Preserve at Port Orange Plantation - Phase II	Release of Easement at Hawks Preserve - Phase II.pdf
6.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement, O.R. Book 5881, Page 1413	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement Book 5881, Page 1413.pdf
7.	Temporary Easement Drainage, Maintenance, Utility, Access, Ingress and Egress Easement, O.R. Book 5881, Page 1418	Temporary Easement - Drainage, Maintenance, Utility, Access, Ingress and Egress Book 5881 Page 1418.pdf

Cruz, Penelope	Created/Initiated - 05/04/2015
Clark, Wayne	Approved - 05/04/2015
Riehm, Tracey	Approved - 05/06/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

STAFF REPORT

SUBDIVISION FINAL PLAT & PLANS / HAWKS PRESERVE AT PORT ORANGE PLANTATION, PHASE II, SUBDIVISION & SUBDIVISON VARIANCE

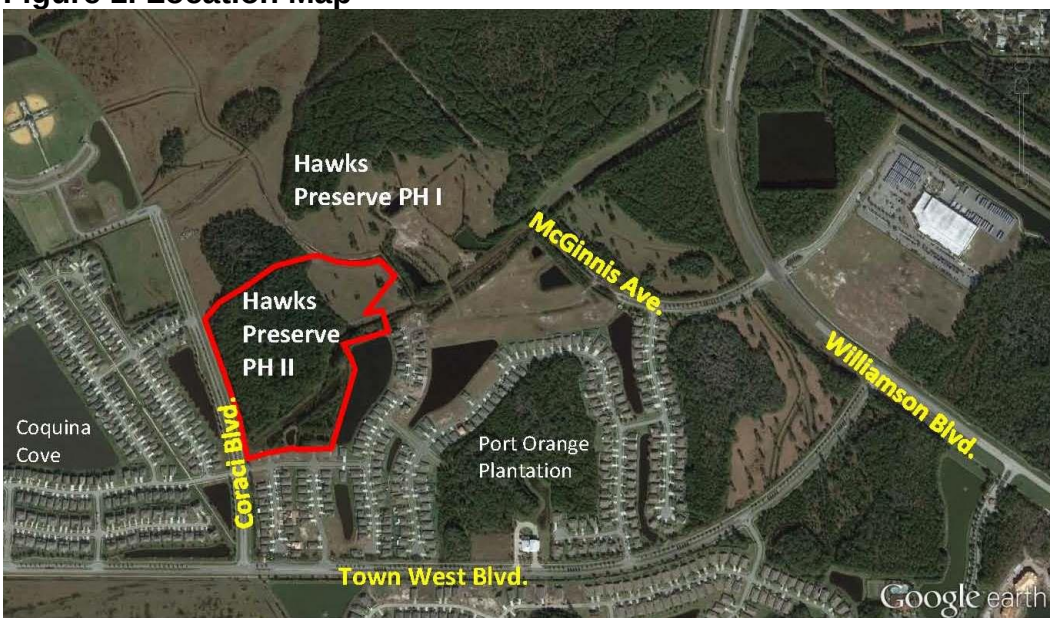
CASE NO. 14-50000007

REQUEST:	Approval of the Hawks Preserve at Port Orange Plantation Phase II Plat and Subdivision Plans, subject to approval of the subdivision variance to waive the requirement to extend Oak Breeze Ave. into Hawks Preserve at Port Orange Plantation Phase II.
LOCATION:	North of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue (see Figure 1)
OWNER/APPLICANT:	D.R. Horton
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz (386) 506-5671
CITY COUNCIL:	May 19, 2015

DISCUSSION

The proposed subdivision phase includes 75 single-family lots along with associated infrastructure, stormwater improvements on approximately 23.76 acres (Exhibit B). This phase would be part of the overall Port Orange Plantation subdivision. The subject property is located north of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue. The subject project was originally part of two separate single-family lot subdivisions (Port Orange Plantation, Phase IV and V approved in 2007) that were not constructed.

Figure 1. Location Map



The subject property, which is currently vacant, is zoned “PC-A” (Planned Community – Agricultural) Neighborhood District and has a Future Land Use designation of *Planned Community-Westside.* The PC-A neighborhood-zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

The plat and subdivision plans have been designed according to the requirements of the City’s Land Development Code (LDC) and the dimensional standards outlined in PC-A neighborhood-zoning district of the LDC, except for the variances requested and discussed later in the report. The subdivision will have a connection to the internal roadways system of the existing Port Orange Plantation subdivision (Tarleton Ln. and Royal Plantation Blvd.) and direct access to Coraci Boulevard and McGinnis Avenue. The following subdivision improvements will be constructed:

- Water, sewer, reclaimed water infrastructure;
- Public local streets within the subdivision (travel lanes, 4’ sidewalks, and streetlights);
- Stormwater drainage infrastructure to connect to the existing ponds within the Port Orange Plantation Subdivision;
- Walking trails;
- 20’ landscape buffer along Coraci Boulevard; and
- Entry signage and landscaping at the entrance off Coraci Boulevard.

CONCURRENCY REVIEW
Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 75 residential lots. The following discussion and table summarizes the impacts the proposed development will have on the public facilities and services.

Water, Sewer, Reclaimed Water
The proposed phase will be served by potable water, sanitary sewer, and reclaimed water. All lots will be provided with stub-outs for utilities. The developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this project.

Stormwater Drainage
The City’s adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, 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.

Recreation and Open Space
According to the City’s 2014 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from this subdivision phase.

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 development.

Transportation
The City has received the Fair-Share payment for the impacts on the City's roadway network generated by the traffic associated with the proposed 75 single-family lot subdivision. In 2006, the property owner (D.R. Horton) entered into a Fair-Share and Concurrency Agreement with the City based on the traffic generated from a 210 single-family lot subdivision (Port Orange Plantation, Phase III, IV, and V). The fair-share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton made the fair-share payment in December 2006.

According to the 2006 Fair-Share agreement, the Fair-Share payment vested 210 single-family homes on the subject property. Phase III was built, but Phases IV and V were not. With the construction of Phase III (53 single-family lots) in 2010, a total of 157 vested single-family lots remain. The proposed subdivision is for 75 single-family homes therefore, no additional Fair-Share payment is required for this development.

CONSISTENCY WITH THE COMPREHENSIVE PLAN
The subject property has a Future Land Use designation of *Planned Community-Westside* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for overall PC-A area is four units/acre. The density in Hawks Preserve Phase II is 3.16 units per acre. The development of single-family homes is consistent with the intent of the Future Land Use designation and a permitted use in the PC-A Neighborhood zoning district.

SUBDIVISION VARIANCE
The applicant has requested subdivision variance to allow this phase to be developed without extending Oak Breeze Avenue into the proposed subdivision. The variance may be granted by the City Council, upon recommendation of the Planning Commission.

The Land Development Code (LDC) requires that existing streets ending at a project boundary be continued into the adjacent proposed subdivision. As part of Port Orange Plantation, Phase II, Oak Breeze Avenue was extended to the project boundary to provide a future access point to be extended when this property was the developed.

The overall Port Orange Plantation subdivision was originally master planned from Town West Boulevard to the north property line of the subject property with 405 single-family lots and 346 multi-family units (Exhibit C). Those plans proposed to relocate the existing drainage canal that runs along the entire south boundary of the subject property to the north property boundary, so extending Oak Breeze Avenue would not have required crossing the canal.

Chapter 5, Section 8 of the LDC, lists the review criteria used to determine whether a subdivision variance request should be granted. For a subdivision variance to be approved the following criteria may be considered.

1. *Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.*

   In order to extend Oak Breeze Avenue into the subject property, the drainage canal (ranging from approximately 75 to125 feet in width) that runs along the entire south boundary of the subject property would need to be crossed. According to the applicant, crossing the canal would require a bridge constructed with box culverts or piping the canal at this location. The applicant believes that either option could possibly affect the flow characteristics of the canal and increases the possibility of upstream impacts.

2. *Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.*

   Although it is more expensive than a typical road connection, a bridge with box culverts or piping can be constructed similar to what was required to extend roads in the Oakbrook and Sunset Cove subdivisions.

3. *Required services are already available to proposed lots without the construction of additional improvements.*

   All required public utilities and services can be provided to all proposed lots through the proposed subdivision design. In addition, not requiring the roadway connection will not reduce any other required services for the existing Port Orange Plantation subdivision. The proposed subdivision meets minimum access requirements in the Land Development Code and connects to two collector roads (McGinnis Ave. and Coraci Blvd.).

4. *Levels of service can be reasonably provided through the site development plan review process or residential site plan review process for individual lots.*

   The applicant will be able to provide the required services and meet the Level of Service standards for all homes in the subdivision through the proposed subdivision design. The Fire Department has stated that the existing stubbed-out roadway has sufficient room for emergency vehicles to back-up.

5. *Other methods can be arranged to assure construction of improvements, eliminating the need for formal subdivision approval.*

   Subdivision review is the standard approach to assure the construction of local roads within a subdivision. The Applicant is not requesting a different method. The request is to not extend an existing street stub-out, so this criterion is not applicable to this request.

6. *The granting of a variance is consistent with the overall intent of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

   The intent of the code is to provide an interconnected local road network that provides travel and access options. The prosed subdivision meets the minimum subdivision requirements with two access points to public roads. The proposed development is efficiently accessed from two collector roads (McGinnis Ave. and Coraci Blvd.). Coraci Boulevard is approximately 150' from Oak Breeze Avenue. According to the Fire Department, response times are not increased by not extending Oak Breeze Avenue.

Based on the review criteria above, staff recommends approval of the subdivision variance to allow this phase to be developed without extending an existing street stub-out (Oak Breeze Avenue) into the proposed subdivision.

RECOMMENDATION
Staff recommends **approval** of the final plat and plans for Hawks Preserve at Port Orange Plantation Phase II, subject to approval of the subdivision variance to waive the requirement to extend Oak Breeze Ave. into this subdivision.

ATTACHMENTS
Exhibit A - Plat for Hawks Preserve at Port Orange Plantation Phase II
Exhibit B - Lot Configuration for Hawks Preserve at Port Orange Plantation Phase II
Exhibit C - Previous Port Orange Plantation Master Plan

Exhibit A

RECEIVED
APR 16 2015
CITY OF PORT ORANGE
Community Development
REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

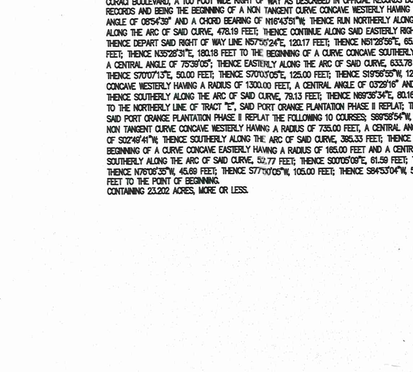
A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORAO BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°09'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.35 FEET; THENCE N84°23'57"E, 62.60 FEET; THENCE N33°26'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.76 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"N, 128.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°28'16" AND A CHORD BEARING OF S21°41'53"N; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N65°35'54"E, 80.16 FEET; THENCE S20°23'28"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 282.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°46'05" AND A CHORD BEARING OF S52°46'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S81°43'13"W, 105.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'08"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°10'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 23.202 ACRES, MORE OR LESS.

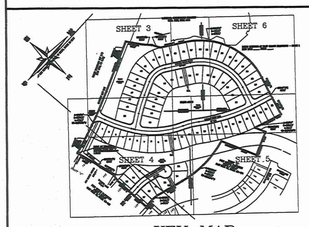
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
    COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3358, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3928, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6089, PAGE 3592, O.R. BOOK 6105, PAGE 4989, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1316, RERECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.



LOCATION MAP NOT TO SCALE



KEY MAP
SCALE: 1"=500'

ABBREVIATIONS

SEC	SECTION	CB	CHORD BEARING
TWP	TOWNSHIP	CH	CHORD
RGE	RANGE	ORB	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT	PG	PAGE
POB	POINT OF BEGINNING	SJR.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
P.R.M.	PERMANENT REFERENCE MONUMENT	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
R/W	RIGHT OF WAY	D.E.	DRAINAGE EASEMENT
C.M.	CONCRETE MONUMENT	M.E.	MAINTENANCE EASEMENT
NR	NOT RADIAL	A.E.	ACCESS EASEMENT
D	DELTA / CENTRAL ANGLE	U.E.	UTILITY EASEMENT
R	RADIUS / RADIAL	C.E.	CONSERVATION EASEMENT
L	ARC LENGTH	ESMT.	EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II", 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, ROADS AND OTHER RIGHTS-OF-WAY 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 DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A", "B" AND "C" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC..

IN WITNESS WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW, AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____ 2____

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

_____ BY: _____
PRINTED NAME: _____ WALLACE G. INGHRAM
ASSISTANT SECRETARY OF D.R. HORTON, INC.

_____
PRINTED NAME: _____ (CORPORATE SEAL)

STATE OF _____, COUNTY OF _____
THIS IS TO CERTIFY THAT, ON _____, 2____, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED WALLACE G. INGHRAM, ASSISTANT SECRETARY OF D.R. HORTON, INC. TO ME KNOWN TO BE THE PERSONS WHO FOR AND ON BEHALF OF D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, EXECUTED THE FOREGOING DEDICATION FOR AND ON BEHALF OF SAID CORPORATION.

HE (IS)_____(IS NOT)_____
KNOWN TO ME OR HAS PRODUCED _____AS IDENTIFICATION
AND HE (HAS)_____(HAS NOT)_____TAKEN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ SEAL
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRE:
TITLE/RANK:
COMMISSION NUMBER:

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, AT _____ AM/PM FILE NO._____

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____ DATE _____
SIGNATURE
PRINTED NAME: _____ P.L.S./P.S.M. 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 "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

_____ DATE _____
J.E. ZAPERT
P.L.S. NO. 4046
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127

SLIGER & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 3019

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____

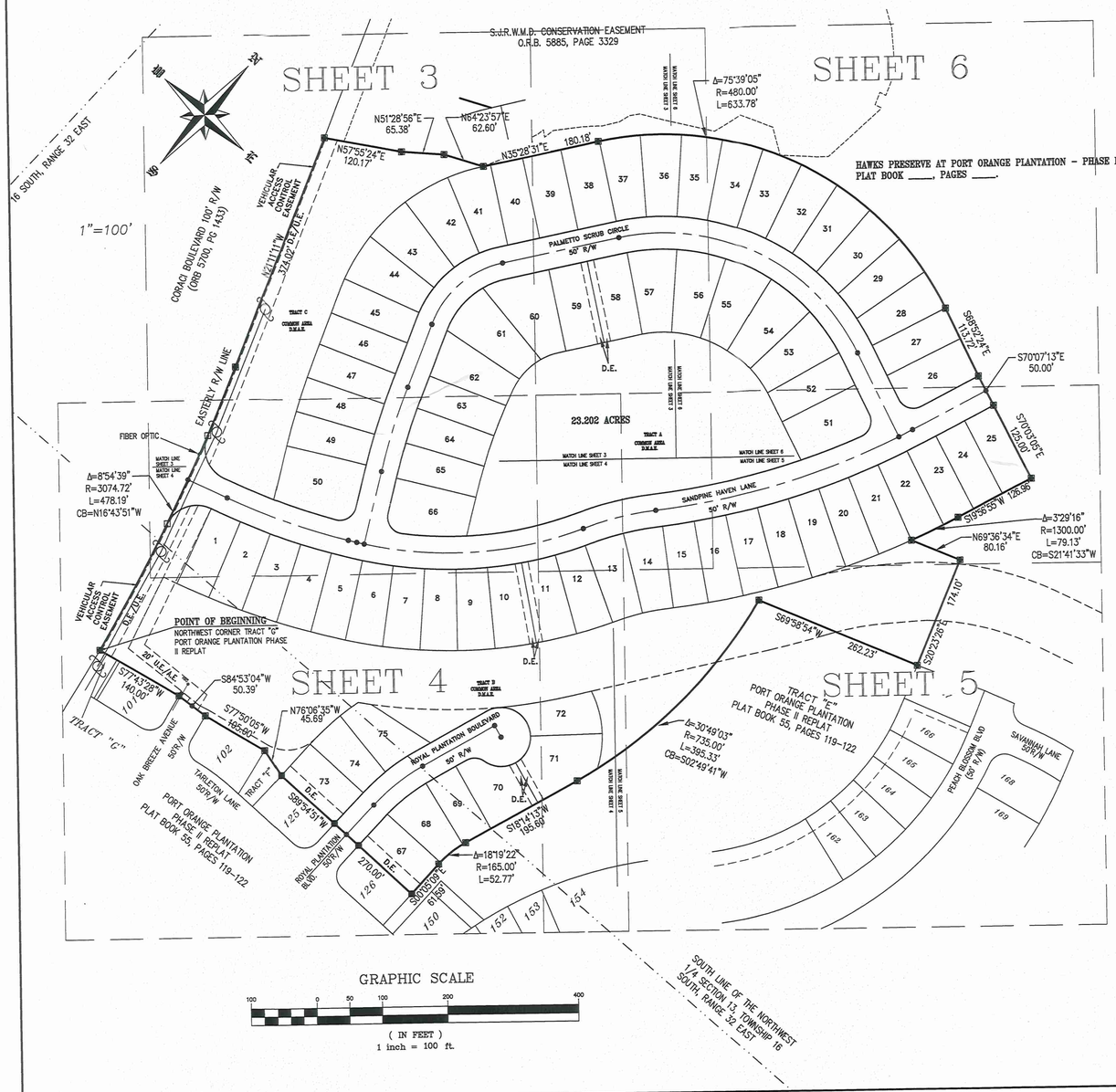
BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIIv-VillageOE.dwg, SHEET 1, 4/14/2015 7:21:18 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF PORT ORANGE PLANTATION, PHASE III AS RECORDED IN MAP BOOK 54, PAGES 117-120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S81°54'08"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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 TELEMISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
    COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3828, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4989, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RERECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 915, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:
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SHEET 2 OF 6

PLATS\PORT ORANGE PLANTATION NORTH\PortOfOrangePlantationPhaseIV-VillageOE.dwg, SHEET 2, 4/14/2015 7:21:26 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N80°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'26"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	18.40	165.00	6°23'25"	S15°02'30"W
C22	36.02	735.00	2°48'28"	N16°49'59"E
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E
C26	28.20	25.00	64°37'23"	S50°32'54"W
C27	18.91	45.00	24°04'46"	S30°16'36"W
C28	8.31	275.00	1°43'57"	S17°22'15"W
C29	3.41	275.00	0°42'41"	S00°18'12"W
C30	36.02	735.00	2°48'28"	N16°49'59"E
C31	4.99	165.00	1°43'59"	S17°22'13"W
C32	3.41	165.00	1°11'06"	S00°30'24"W
C33	3.41	325.00	0°36'07"	S00°12'55"W
C34	3.41	435.00	0°26'59"	S00°08'21"W
C35	20.17	840.00	1°22'32"	N56°20'37"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	11.59	N00°05'09"W
L13	11.59	N00°05'09"W
L14	11.59	N00°05'09"W
L15	10.12	N18°14'13"E
L16	11.59	N00°05'09"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

1"=50'

MATCH LINE SHEET 6
MATCH LINE SHEET 3

"DETAIL" NO SCALE

TRACT C
COMMON AREA
D.M.A.E.

TRACT A
COMMON AREA
D.M.A.E.

2' VEHICULAR ACCESS CONTROL EASEMENT
20' DRAINAGE & UTILITY EASEMENT

PALMETTO SCRUB CIRCLE
50' R/W

SANDPINE HAVEN LANE
50' R/W

SANDPINE

MATCH LINE SHEET 3
MATCH LINE SHEET 4

MATCH LINE SHEET 3
MATCH LINE SHEET 6

MATCH LINE SHEET 3
MATCH LINE SHEET 4

ABBREVIATIONS					
SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com

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SHEET 3 OF 6

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
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2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF PORT ORANGE PLANTATION, PHASE III AS RECORDED IN MAP BOOK 54, PAGES 117-120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S81°54'08"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
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14. BUILDING SETBACK REQUIREMENTS:
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    SIDE = LOTS ≤ 65' = 5 FEET
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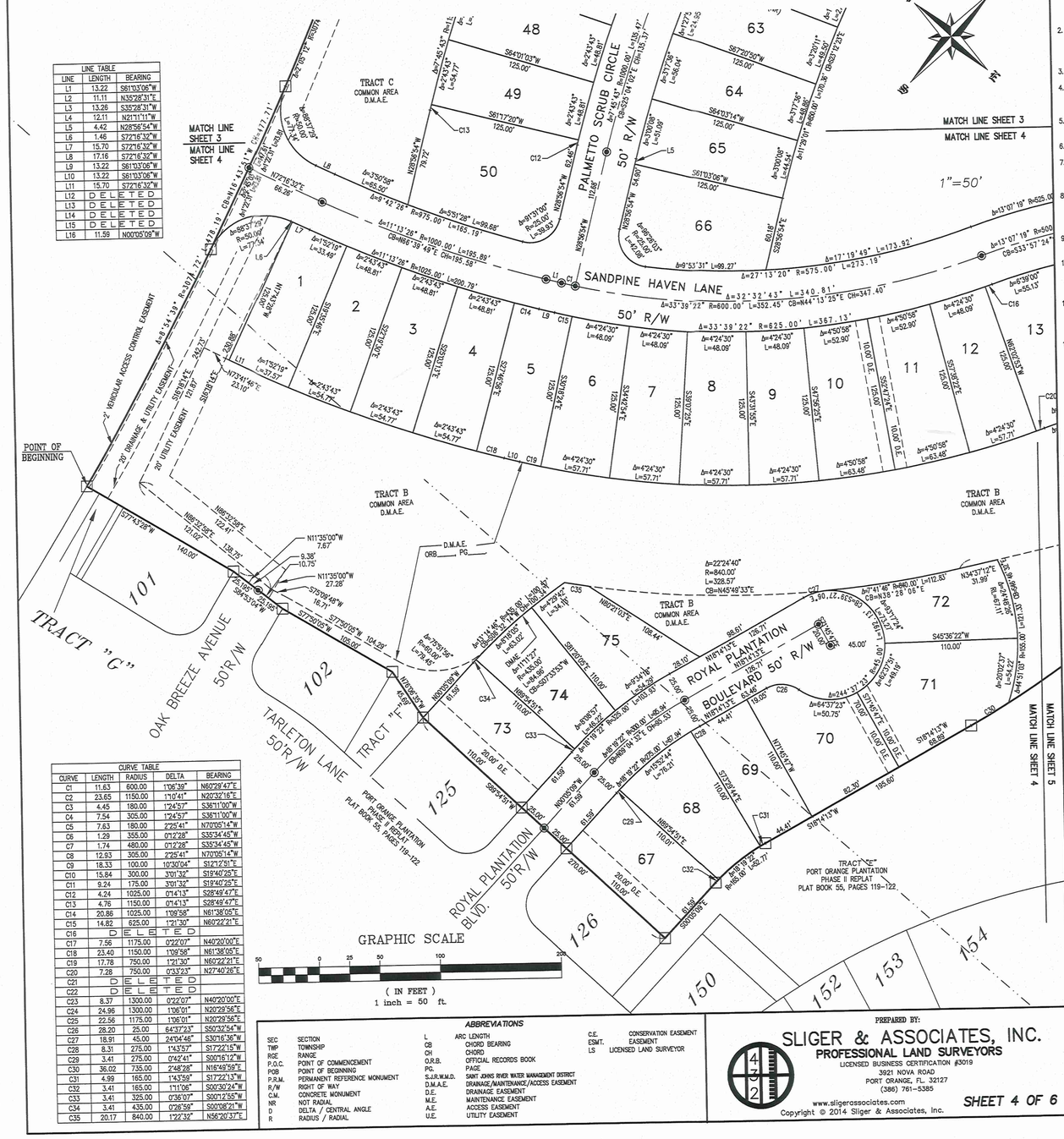
K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageDE.dwg, SHEET 3, 4/14/2015 7:21:31 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PLAT BOOK ____ PAGE ____

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ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH
TWP	TOWNSHIP	CB	CHORD BEARING
RGE	RANGE	CH	CHORD
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK
POB	POINT OF BEGINNING	PG.	PAGE
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT
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D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT
		C.E.	CONSERVATION EASEMENT
		ESMT.	EASEMENT
		LS	LICENSED LAND SURVEYOR

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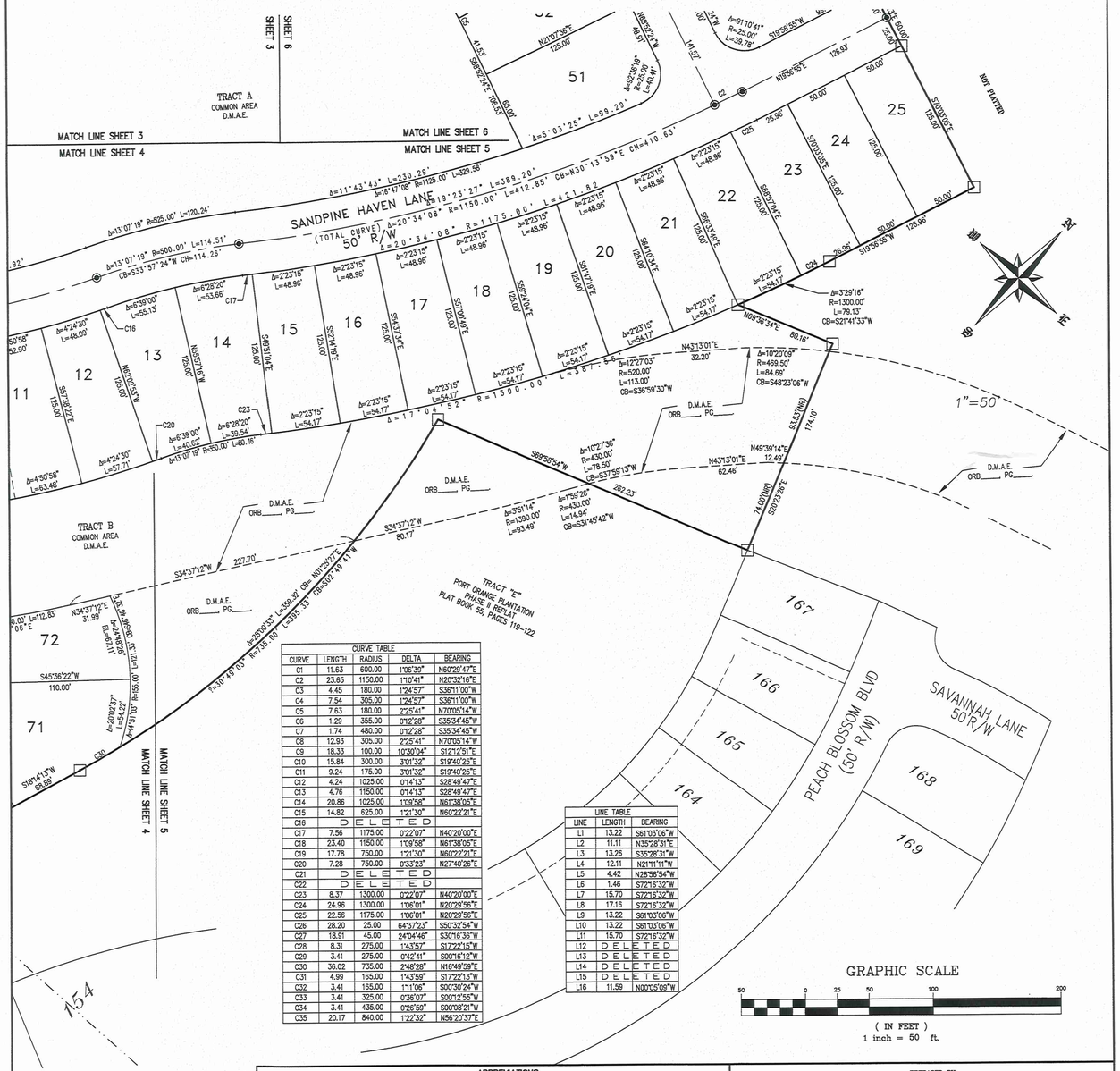
K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageB5.dwg, SHEET 4, 4/14/2015 7:21:37 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N60°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'56"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	DELETED			
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'28"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
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LINE TABLE		
LINE	LENGTH	BEARING
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L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
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L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
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C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
Δ	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

www.sligerassociates.com

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SHEET 5 OF 6

PLAT BOOK ____ PAGE ____

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   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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.
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8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
    COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3828, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3817, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4969, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RERECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4328, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

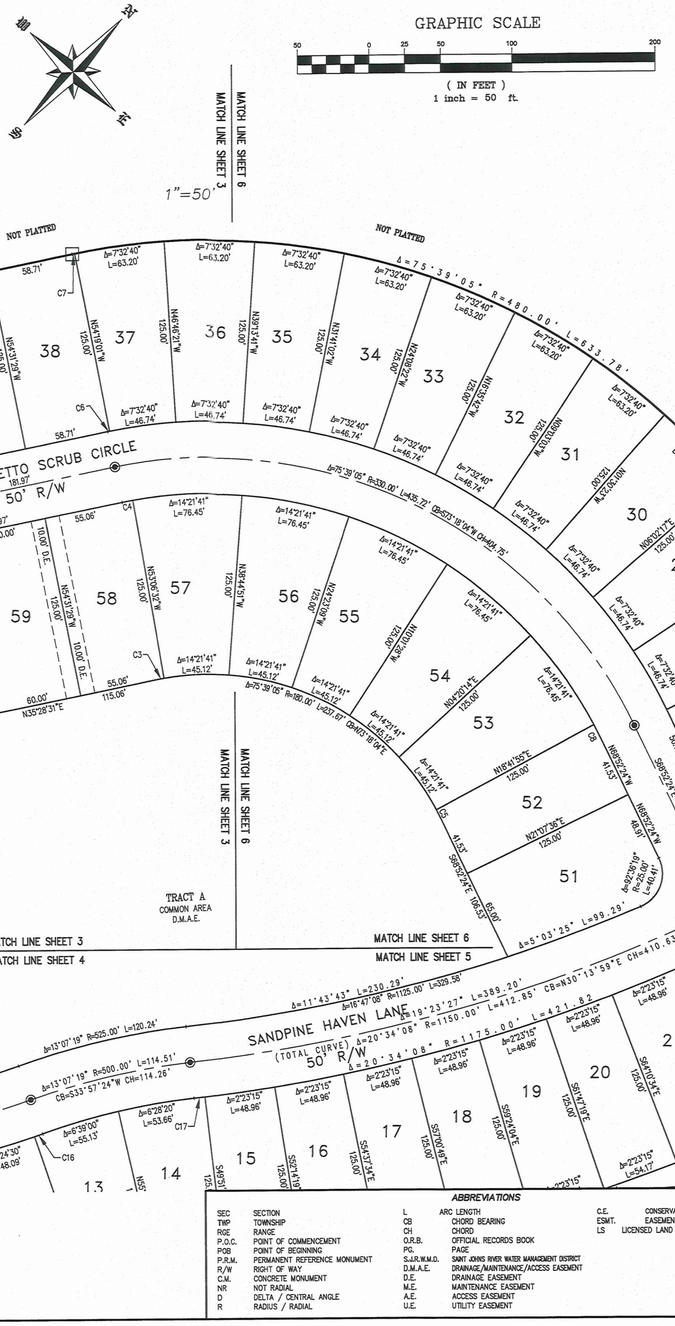
    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.

K:\PLATS\PORT ORANGE PLANTATION NORTH\Port Orange Plantation Phase IV - Village DE.dwg, SHEET 5, 4/14/2015 7:21:46 AM, HP 7170 Series.pc3, 1:1, DH

Exhibit A

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N80°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	DELETED			
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.76	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E
C26	28.20	25.00	64°37'23"	S50°32'54"W
C27	18.91	45.00	24°04'46"	S30°16'36"W
C28	8.31	275.00	1°43'57"	S17°22'15"W
C29	3.41	275.00	0°42'41"	S00°16'12"W
C30	36.02	735.00	2°48'28"	N16°46'56"E
C31	4.99	165.00	1°43'59"	S17°22'13"W
C32	3.41	165.00	1°11'06"	S00°30'24"W
C33	3.41	325.00	0°36'07"	S00°12'55"W
C34	3.41	435.00	0°26'59"	S00°08'21"W
C35	20.17	840.00	1°22'32"	N56°20'37"E

PLAT BOOK ____ PAGE ____

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ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
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NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

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SHEET 6 OF 6

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageDE.dwg, SHEET 6, 4/14/2015 7:21:51 AM, KIP 7170 Series.pc3, 1:1, DH

Exhibit B

ORMOND BEACH
300 INTERCHANGE BLVD., STE. 8C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S., PLAZA S STE # 601, ST. AUGUSTINE, FL 32086
(904) 797-1010 FAX (904) 797-4159

AMELIA ISLAND
914 ATLANTIC AVE., STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 797-4159

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NO.	DATE	BY
1	1/26/15	RMH/CM
2	2/25/15	RMH/CM

REVISIONS:

REVISED PER CITY COMMENTS DATED 12/12/14
REVISED PER CITY COMMENTS DATED 02/19/15

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN-PHASE 2

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO:	05/06
ISSUE DATE:	12/12/14
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	05/06/COP-DE
XREFS:	05/06/SURV
XREFS:	05/06/BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C4 OF 20

Exhibit C - Previous Port Orange Plantation Master Plan (2003)

Canal was planned to be piped and routed to the northern perimeter of development.

Not Developed per Master Plan

Roads proposed not to be extended into the Hawks Preserve Phase I & II subdivisions

PH IV- Village C

PH I

PH III

PH II

Canal

FUTURE CITY PARK

SITE DATA

SINGLE FAMILY PARCEL AREA:	137.03 Acres
MULTI-FAMILY PARCEL AREA:	46.85 Acres
TOTAL SITE AREA:	183.88 Acres

SINGLE FAMILY UNITS (TYPE A)=264 (50' WIDE)
SINGLE FAMILY UNITS (TYPE B)= 94 (60' WIDE)
SINGLE FAMILY UNITS (TYPE C)= 51 (70' WIDE)
TOTAL SINGLE FAMILY UNITS = 409
AVERAGE LOT AREA = 6,000 SQ.FT.

LOT TYPES BY PHASE	
PHASE I	
60' WIDE	42
70' WIDE	48
PHASE II	
50' WIDE	102
60' WIDE	2
PHASE III	
60' WIDE	50
70' WIDE	3
PHASE IV	
50' WIDE	93
PHASE V	
50' WIDE	69

BLDGS. TYPES BY PHASE	
PHASE I	
8 UNIT	19
6 UNIT	4
TOTAL UNITS – PHASE	176
PHASE II	
8 UNIT	39
6 UNIT	3
TOTAL UNITS – PHASE	330
TOTAL UNITS – PROJE	506

MULTI-FAMILY UNITS (TYPE A)=58 (8 UNITS/BLDG.)
MULTI-FAMILY UNITS (TYPE B)= 7 (6 UNITS/BLDG.)
TOTAL: 65 BLDG. OR 506 UNITS

SINGLE-FAMILY RESIDENTIAL SETBACKS	
FRONT	25'
REAR	20'
SIDE (< 65' wide)	5'
SIDE (> 65' wide)	7.5'
SIDE CORNER	20'

MULTI-FAMILY RESIDENTIAL SETBACKS	
FRONT	15'
REAR	25'
SIDE (ATTACHED UNIT)	0'
SIDE (BETWEEN BUILDINGS)	15'
SIDE CORNER	15'

LEGEND

PROPOSED GRADE
EXISTING GRADE
EXISTING CONTOUR
FIRE HYDRANT ASSEMBLY
DOUBLE RECLAIMED WATER SERVICE
DOUBLE WATER SERVICE
SANITARY SEWER SERVICE
JUNCTION BOX
SANITARY SEWER MANHOLE
20' D.M. AND A. EASEMENT (TYP)
20' DRAINAGE MAINTENANCE AND ACCESS EASEMENT (TYP)
GV GATE VALVE
PVC POLYVINYL CHLORIDE
WM WATER MAIN
FH FIRE HYDRANT
FM FORCE MAIN
STREET LIGHT

FRED M. HARPSTER – P.E./P.L.S. #4724/#1127 3/7/04
NOT VALID UNLESS EMBOSSED SEAL IS AFFIXED

NO.	DATE	REVISIONS	BY
1.	11/3/03	REVISED PER PORT ORANGE COMMENTS DATED 9/25/03	RPJ
2.	12/09/03	REVISED PER PORT ORANGE COMMENTS DATED 12/15/03	RPJ
4.	1/11/04	REVISED PER UTILITY REPORT	RPJ
5.	1/19/04	REVISED PER VOLUSIA COUNTY SUBMITTAL	RPJ
6.	1/27/04	REVISED FOR S.JWMD	RPJ
7.	3/5/04	REVISED PER VOLUSIA COUNTY & PORT ORANGE COMMENTS	RPJ

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HARPSTER ENGINEERING & SURVEYING, INC.
CONSULTANTS CIVIL ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS #6351 PHONE: (386) 253-3241 FAX: (386) 253-2502
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
E-MAIL: mail@harpstereng.com

PORT ORANGE PLANTATION - PHASE I
OVERALL DEVELOPMENT PLAN

DRAWN BY: RPJ
CHECKED BY: FMH
DATE: 4/18/03
SCALE: 1"= 200'
JOB NO: 02-017
DWG: 02017CP-ODP
XREF: 02017CP-BAS.DWG EXIST_TOPO.DWG
SHEET 2 OF 35 SHEETS

J:\eprojects\Projects\2002-017 Port Orange Plantation\DWG\CP-ODP.dwg, 3/6/2004 2:19:15 PM, RPJ

RECEIVED
APR 16 2015
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

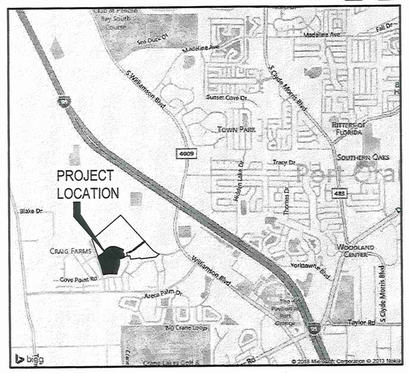
A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORAO BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°01'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.35 FEET; THENCE N54°23'57"E, 62.60 FEET; THENCE N33°26'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.76 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°07'05"E, 125.00 FEET; THENCE S19°52'55"N, 128.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°28'16" AND A CHORD BEARING OF S21°46'53"N; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N69°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 282.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°46'05" AND A CHORD BEARING OF S52°46'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S81°41'57"W, 135.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'08"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°10'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 23.202 ACRES, MORE OR LESS.

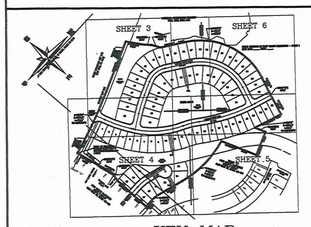
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
    COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3358, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3928, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6089, PAGE 3592, O.R. BOOK 6105, PAGE 4989, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, REREGORED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.



LOCATION MAP NOT TO SCALE



KEY MAP
SCALE: 1"=500'

ABBREVIATIONS

SEC	SECTION	CB	CHORD BEARING
TWP	TOWNSHIP	CH	CHORD
RGE	RANGE	ORB	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT	PG	PAGE
POB	POINT OF BEGINNING	SJR.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
P.R.M.	PERMANENT REFERENCE MONUMENT	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
R/W	RIGHT OF WAY	D.E.	DRAINAGE EASEMENT
C.M.	CONCRETE MONUMENT	M.E.	MAINTENANCE EASEMENT
NR	NOT RADIAL	A.E.	ACCESS EASEMENT
D	DELTA / CENTRAL ANGLE	U.E.	UTILITY EASEMENT
R	RADIUS / RADIAL	C.E.	CONSERVATION EASEMENT
L	ARC LENGTH	ESMT.	EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II", 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, ROADS AND OTHER RIGHTS-OF-WAY 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 DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A", "B" AND "C" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC..

IN WITNESS WHEREOF, _____ HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW, AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON THIS _____ DAY OF _____, 2____

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

_____ BY: _____

PRINTED NAME: _____ WALLACE G. INGHRAM
ASSISTANT SECRETARY OF D.R. HORTON, INC.

_____

PRINTED NAME: _____ (CORPORATE SEAL)

STATE OF _____, COUNTY OF _____

THIS IS TO CERTIFY THAT, ON _____, 2____, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED WALLACE G. INGHRAM, ASSISTANT SECRETARY OF D.R. HORTON, INC. TO ME KNOWN TO BE THE PERSONS WHO FOR AND ON BEHALF OF D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, EXECUTED THE FOREGOING DEDICATION FOR AND ON BEHALF OF SAID CORPORATION.

HE (IS)_____(IS NOT)_____
KNOWN TO ME OR HAS PRODUCED _____AS IDENTIFICATION
AND HE (HAS)_____(HAS NOT)_____TAKEN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ SEAL

NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRE:
TITLE/RANK:
COMMISSION NUMBER:

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, AT _____ AM/PM FILE NO._____

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. 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 "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

_____ DATE _____

J.E. ZAPERT
P.L.S. NO. 4046
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127

SLIGER & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 3019

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

PLANNING COMMISSION CERTIFICATE OF APPROVAL

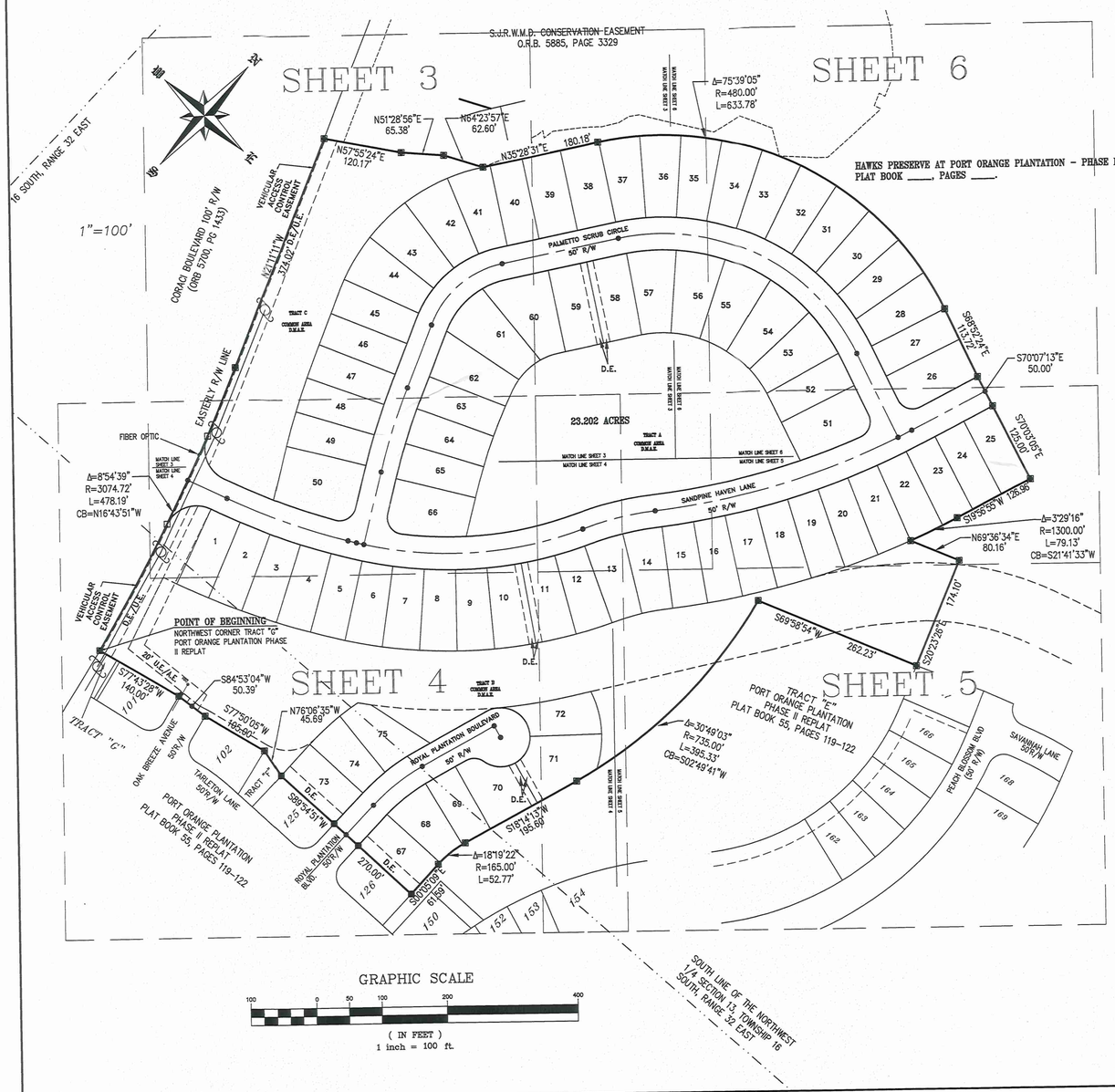
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____

BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIIv-VillageOE.dwg, SHEET 1, 4/14/2015 7:21:18 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF PORT ORANGE PLANTATION, PHASE III AS RECORDED IN MAP BOOK 54, PAGES 117-120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S81°54'08"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. 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 TELEMISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM 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 TRANFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 5304, PAGES 845, THROUGH 848, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
    COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 5304, PAGE 803, AMENDMENT RECORDED IN O.R. BOOK 5387, PAGE 3368, ANNEXATION AMENDMENT RECORDED IN O.R. BOOK 5708, PAGE 3822, AMENDED AND RESTATED IN O.R. BOOK 5855, PAGE 3828, ANNEXATION AMENDMENTS RECORDED IN O.R. BOOK 5887, PAGE 4218, O.R. BOOK 5887, PAGE 4252, O.R. BOOK 5890, PAGE 3917, SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATIONS RECORDED IN O.R. BOOK 6069, PAGE 3592, O.R. BOOK 6105, PAGE 4869, AND O.R. BOOK 6105, PAGE 4973, ASSIGNMENTS AND ASSUMPTIONS OF DECLARANT'S RIGHTS RECORDED IN O.R. BOOK 6296, PAGE 1319, RERECORDED IN O.R. BOOK 6304, PAGE 4556 AND CORRECTED IN O.R. BOOK 6355, PAGE 4326, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION RECORDED IN O.R. BOOK 6407, PAGE 915, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SAME MAY BE FURTHER AMENDED.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
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18. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:
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(386) 761-5385
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SHEET 2 OF 6

PLATS\PORT ORANGE PLANTATION NORTH\PortOfOrangePlantationPhaseIV-VillageOE.dwg, SHEET 2, 4/14/2015 7:21:26 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N60°26'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S35°11'00"W
C4	7.54	305.00	1°24'57"	S35°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'26"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	18.40	165.00	6°23'25"	S15°02'30"W
C22	36.02	735.00	2°48'28"	N16°49'59"E
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E
C26	28.20	25.00	64°37'23"	S50°32'54"W
C27	18.91	45.00	24°04'46"	S30°16'36"W
C28	8.31	275.00	1°43'57"	S17°22'15"W
C29	3.41	275.00	0°42'41"	S00°16'12"W
C30	36.02	735.00	2°48'28"	N16°49'59"E
C31	4.99	165.00	1°43'59"	S17°22'13"W
C32	3.41	165.00	1°11'06"	S00°30'24"W
C33	3.41	325.00	0°36'07"	S00°12'55"W
C34	3.41	435.00	0°26'59"	S00°08'21"W
C35	20.17	840.00	1°22'32"	N56°20'37"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°26'31"E
L3	13.26	S35°26'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	11.59	N00°05'09"W
L13	11.59	N00°05'09"W
L14	11.59	N00°05'09"W
L15	10.12	N18°14'13"E
L16	11.59	N00°05'09"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

1"=50'

MATCH LINE SHEET 6
MATCH LINE SHEET 3

"DETAIL" NO SCALE

TRACT C
COMMON AREA
D.M.A.E.

TRACT A
COMMON AREA
D.M.A.E.

PALMETTO SCRUB CIRCLE
50' R/W

SANDPINE HAVEN LANE
50' R/W

SANDPINE

2' VEHICULAR ACCESS CONTROL EASEMENT
20' DRAINAGE & UTILITY EASEMENT

MATCH LINE SHEET 3
MATCH LINE SHEET 4

MATCH LINE SHEET 3
MATCH LINE SHEET 6

MATCH LINE SHEET 3
MATCH LINE SHEET 4

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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SHEET 3 OF 6

PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. 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.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. 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=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF PORT ORANGE PLANTATION, PHASE III AS RECORDED IN MAP BOOK 54, PAGES 117-120, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S81°54'06"W.
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9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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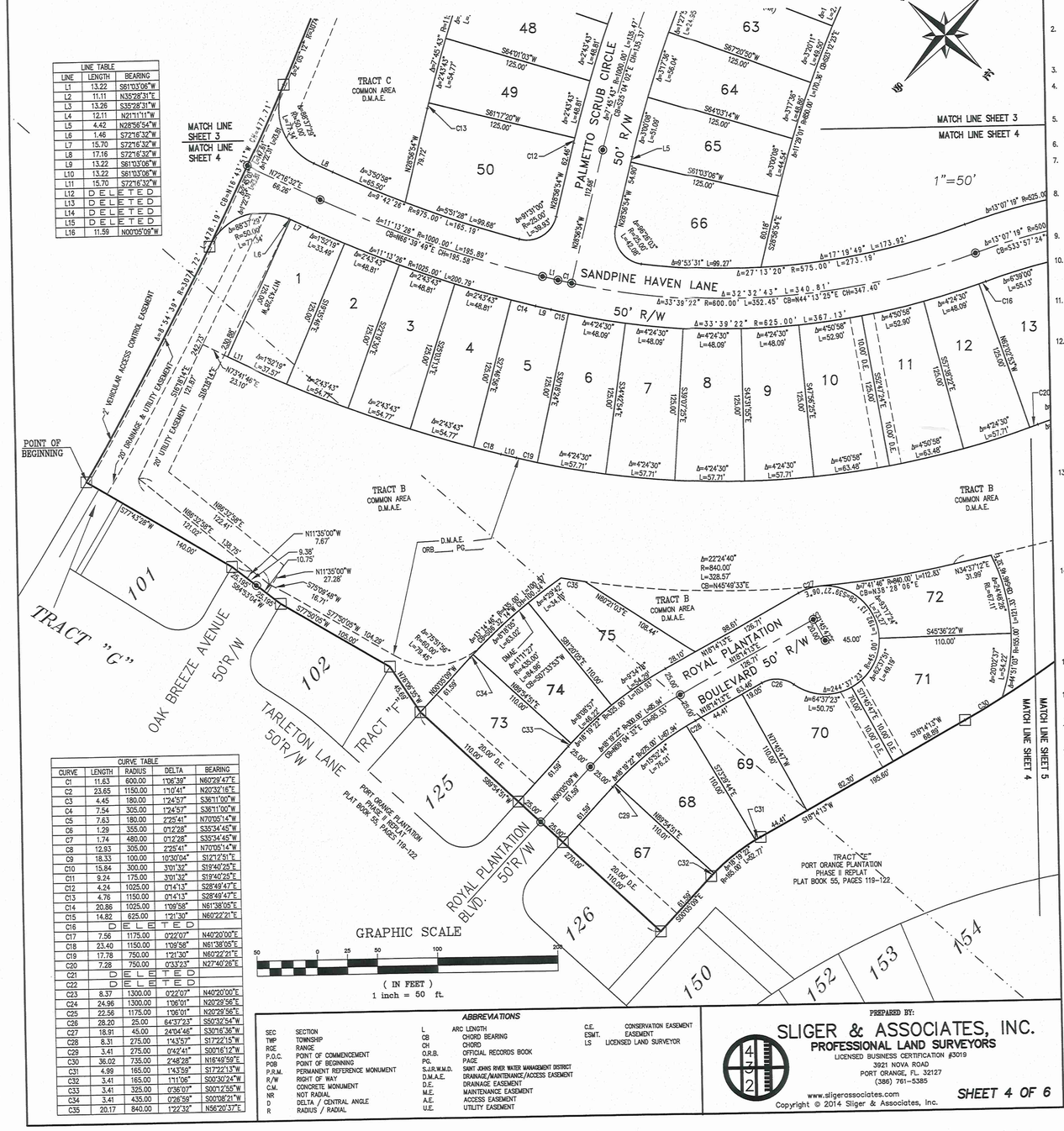
K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageIE.dwg, SHEET 3, 4/14/2015 7:21:31 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



PREPARED BY:

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SHEET 4 OF 6

PLAT BOOK _____ PAGE _____

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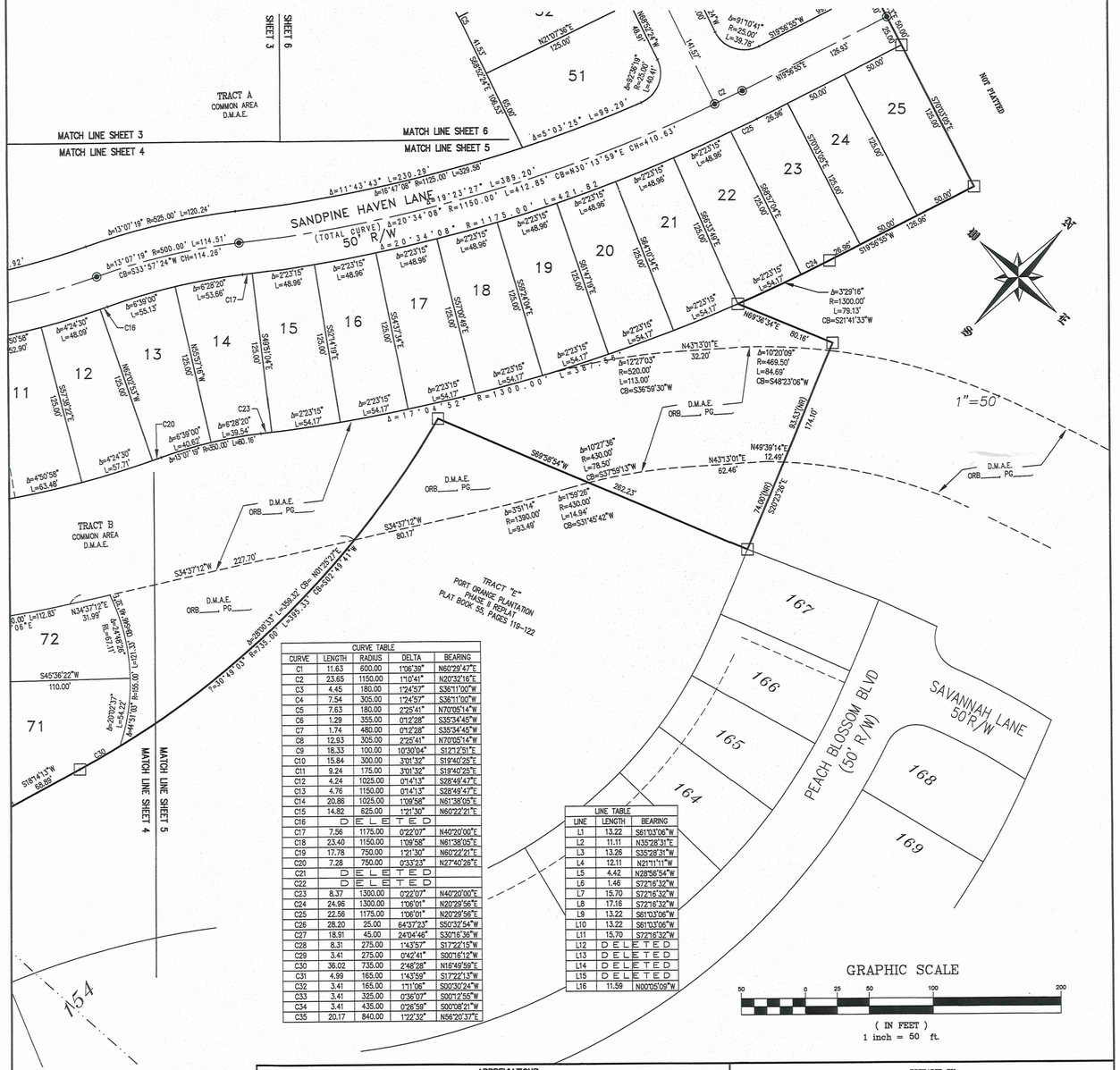
HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



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C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'56"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	DELETED			
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'56"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'28"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E
C26	28.20	25.00	64°37'23"	S50°32'54"W
C27	18.91	45.00	24°04'46"	S30°16'36"W
C28	8.31	275.00	1°43'57"	S17°22'15"W
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C33	3.41	325.00	0°36'07"	S00°12'55"W
C34	3.41	435.00	0°26'59"	S00°08'21"W
C35	20.17	840.00	1°22'32"	N56°20'37"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S61°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
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L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
NR	NOT RADIAL	M.E.	MAINTENANCE EASEMENT		
Δ	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PREPARED BY:

SLIGER & ASSOCIATES, INC.

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LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

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    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
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16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.

K:\PLATS\PORT ORANGE PLANTATION NORTH\Port Orange Plantation Phase IV - Village DE.dwg, SHEET 5, 4/14/2015 7:21:46 AM, HP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

BEING A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

1"=50'

MATCH LINE SHEET 6
MATCH LINE SHEET 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N80°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
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C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E
C26	28.20	25.00	64°37'23"	S50°32'54"W
C27	18.91	45.00	24°04'46"	S30°16'36"W
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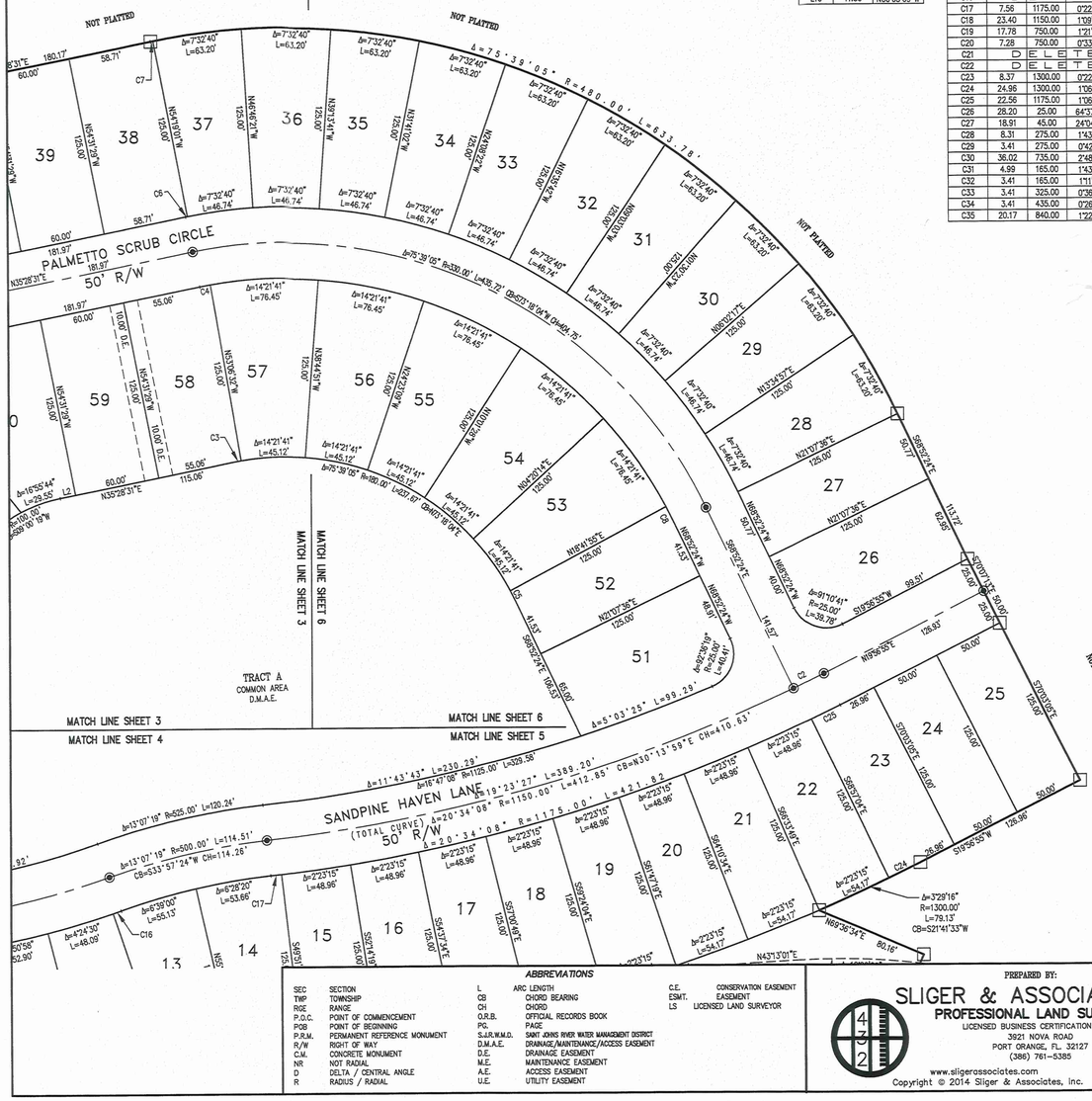
C34	3.41	435.00	0°26'59"	S00°08'21"W
C35	20.17	840.00	1°22'32"	N56°20'37"E



ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
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SHEET 6 OF 6

PLAT BOOK ____ PAGE ____

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K:\PLATS\PORT ORANGE PLANTATION NORTH\PortOrangePlantationPhaseIV-VillageDE.dwg, SHEET 6, 4/14/2015 7:21:51 AM, KIP 7170 Series.pc3, 1:1, DH

HAWKS PRESERVE AT
PORT ORANGE PLANTATION – PHASE II

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

CITY PROJECT ID: 14-50000007

OWNER: D.R. HORTON
5850 T.G. LEE BLVD., STE. 600
ORLANDO, FL 32825
(407) 850-3008
CONTACT: BROC ALTHAFER

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PORT ORANGE, FL., 32127
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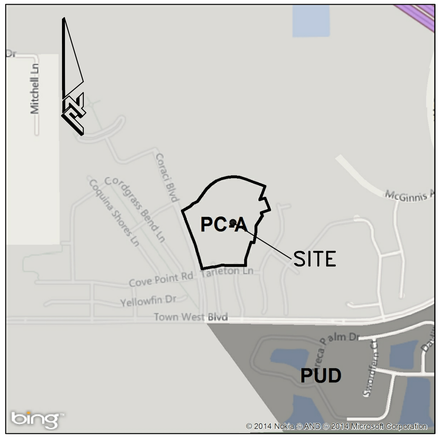
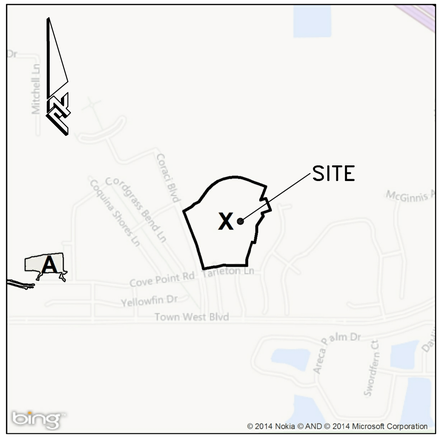
(386) 760-0619 (FAX)
CONTACT: JOE ZAPERT, R.L.S.



ZONING & VICINITY MAP

SCALE: 1" = 1000'

PARCEL ID: 6213-00-00-0032 (INCLUDES PORTION OF PARCEL I.D. 6213-00-00-0013)
CURRENT ZONING FOR THIS SITE IS PLANNED COMMUNITY-AGRICULTURAL-NEIGHBORHOOD DISTRICT (PC-A)
FUTURE LAND USE FOR THIS SITE IS PLANNED COMMUNITY



FLOOD MAP

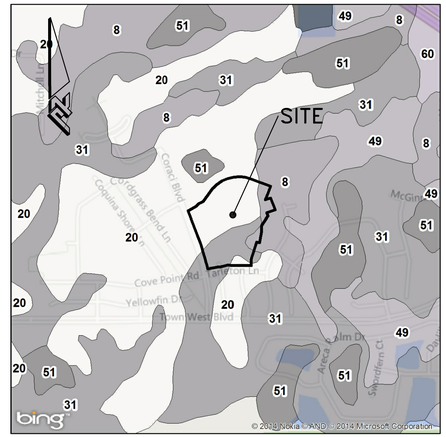
SCALE: 1" = 1000'

FLOOD ZONE LEGEND:

ZONE X AREA OUTSIDE 500 YR. FLOODPLAIN

THE SITE IS CURRENTLY CLASSIFIED BY FEMA AS "ZONE X" (AREA OUTSIDE 500 YEAR FLOODPLAIN)

PANEL # 12127C0506 H EFFECTIVE DATE FEBRUARY 19, 2014



SOILS MAP

SCALE: 1" = 1000'

SOIL LEGEND:

8	BASINGER
20	EUGALLIE
31	MALABAR
49	POMONA
51	POMONA

THE SITE LIES WITHIN SOIL TYPE 8-BASINGER, 20-EAUGALLIE, 31-MALABAR, 49-POMONA & 51-POMONA PER VOLUSIA COUNTY SOIL SURVEY.

LEGAL DESCRIPTION:

DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET; A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°55'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°29'16" AND A CHORD BEARING OF S21°41'33"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N89°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 262.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03" AND A CHORD BEARING OF S02°49'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'09"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°50'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 23.202 ACRES, MORE OR LESS.

SITE DATA

TOTAL SITE AREA:	23.76 AC.
TOTAL R/W AREA:	3.33 AC.
TOTAL LOT AREA:	12.04 AC.
TOTAL COMMON OPEN SPACE AREA:	*8.39 AC.
*(INCLUDES RETENTION POND AREA 3.41 AC. & CANAL AREA 1.07 AC.)	
MINIMUM LOT SIZE:	50' X 115' (5,750 SF) – VILLAGE D 50' X 110' (5,500 SF) – VILLAGE E
TOTAL NUMBER OF LOTS:	75 LOTS
AVERAGE LOT SIZE:	6,990 SF

VARIANCE REQUESTS

THE PROJECT PLANS REQUESTS A VARIANCE PER THE CITY OF PORT ORANGE LDC, CH. 5, SEC. 4(A)(1)(B) AND LDC, CH.5, SEC 4(A)(1)(E).

"APPROVAL OF THESE PLANS CONSTITUTES AN APPROVAL OF AN ADMINISTRATIVE VARIANCE FROM THE REQUIREMENTS IN THE LDC, CHAPTER 5, SECTION 3(B), PURSUANT TO CHAPTER 5, SECTION 8(C), REGARDING THE DESIGN OF THE CUL-DE-SAC AT OAK BREEZE AVENUE."

SHEET INDEX

C1	COVER SHEET
C2-C3	CONSTRUCTION NOTES
C4	OVERALL DEVELOPMENT PLAN
C5	EROSION CONTROL PLAN
C6	GEOMETRY PLAN
C7	OVERALL DRAINAGE PLAN
C8-C9	PAVING, GRADING & DRAINAGE PLAN
C10	OVERALL UTILITY PLAN
C11-12	UTILITY PLAN
C13	PLAN & PROFILE-SANDPINE HAVEN LANE
C14	PLAN & PROFILE-SANDPINE HAVEN LANE & PALMETTO SCRUB CIRCLE
C15	PLAN & PROFILE-PALMETTO SCRUB CIRCLE & ROYAL PLANTATION BLVD.
C16	CROSS SECTIONS
C17-20	CONSTRUCTION DETAILS
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TP1	TREE PROTECTION PLAN & DETAILS
LA1-2	LANDSCAPE PLAN & DETAILS
IR1-3	IRRIGATION PLAN & DETAILS
OS1	OPEN SPACE EXHIBIT

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/TM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/TM

HAWKS PRESERVE AT
PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
(386) 677-2482 WWW.ZEVCOHEN.COM

PROJECT NO:	09066
DRAFTED BY:	CM
CHECKED BY:	RMH
ISSUE DATE:	7????
DRAWING FILE:	09066COV-D-E
XREFS:	09066TIB-A-B
DESIGNED BY:	MJR/RMH

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C1 OF 20

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE SODDED OR SEEDED AND MULCHED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY DURING RELOCATION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
4. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURES SHALL DETERMINE THE LENGTH OF PIPE.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
6. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
8. PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
9. ELECTRIC AND TELEPHONE SERVICES TO BE UNDERGROUND PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE.
10. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY.
11. MAINTENANCE IS TO INCLUDE:
    A. BI-WEEKLY MOWING OF SIDESLOPES FOR VEGETATION CONTROL.
    B. QUARTERLY INSPECTION AND/OR CLEANING OF CATCH BASINS TO KEEP FREE OF SAND AND DEBRIS.
12. ALL DISTURBED AREAS SHALL HAVE GRASS/ VEGETATION ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
13. CONTACT THE TECHNICAL SERVICES BUREAU TO DETERMINE THE INSPECTIONS NEEDED FOR THIS FACILITY.
14. ALL REQUIRED FIRE LINES AND FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF CONSTRUCTION.
15. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE APPARATUS.
16. NOTIFY THE CITY OF PORT ORANGE 48 HOURS PRIOR TO THE START OF CONSTRUCTION AT 386-756-5366. PLEASE SEND COPIES OF ALL TESTING REPORTS EXCEPT STRUCTURAL TO THE ENGINEERING DIVISION.
17. ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATION FROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED STANDARDS SHALL APPLY.
18. ELEVATIONS ARE BASED ON NGVD 1929 DATUM.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES:

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE MEASURES SHALL BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.

1. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
2. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE I, SECTION 5 OF THE LAND DEVELOPMENT CODE.
4. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
5. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE, WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.
8. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
9. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
10. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.
12. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (CONT'D):

15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
    A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES 10 TO 42" IN DIAMETER OR
    B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS AND APPROVED PRIOR TO CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. ANY DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PIPE SIZE ISN'T INCREASED. REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. IN ADDITION, CROSS SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER FOR SITE PLANS. INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)
8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. SWALES SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
13. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
14. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
15. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
17. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THATMAY BE REQUIRED.
19. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMODATE THE FLOW FROM THE 100 YEAR – 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
21. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SODDED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SODDING. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2 %– 1.0 %	GRASSING AND MULCHING
1.0 %–4.0 %	SODDING
4.0 % AND GREATER	DITCH PAVING

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT IT'S DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND–CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY–EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T–180 SHALL BE REQUIRED.
8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY. FOR SITE PLANS, TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF.
9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T–99 STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST.
10. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
12. TESTING OF THE IN–PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
14. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON–SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.D.O.T.
15. SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.)
16. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM OF 3 % OF WATER SENSITIVE CLAY MATERIAL. LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON–PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR OTHER EXTREMELY HARD PIECES, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL OF A QUANTITY AS TO PREVENT PROPER BLENDING, FINISHING, OR COMPACTION OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SIEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1–1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY FROM COARSE TO FINE AND THE MINIMUM LBR VALUES ARE TO BE NOT LESS THAN 130. COARSE AGGREGATE CONSISTING OF RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 45% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.D.O.T., STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION., (LATEST EDITION).
17. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE, AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SA

POTABLE WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 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. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T 180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
7. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND 24" TO" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
8. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
9. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
10. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
11. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

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RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.

18. MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURERS RECOMMENDATION.
19. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
20. ALL WATER SERVICES SHALL BE MARKED WITH AN "A" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
21. ALL WATER VALVES SHALL BE MARKED WITH AN "V" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X +" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
22. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS OR TAPPINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
23. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 1" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY.
24. THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
25. ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
26. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
27. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN POTABLE WATER AND FORCE MAINS MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.

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28. THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (i.e. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THAT THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE RECEIPT.
29. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
30. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
31. NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANING OR RELATED USES.
32. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
33. ALL D.I.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH #10 COPPERHEAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
34. ALL VALVES 2" AND LARGER SHALL BE STANDARD IT RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
35. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE P.V.C. AND MANUFACTURED OF THE SAME DESIGN AS THE P.V.C. PIPE.
36. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P WITH PROTECTO 401) INJECTION-MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454-B MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FABRICATED REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS POINTS SHALL MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
37. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
38. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
39. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF

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AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

40. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
41. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE STORM OR SEWER. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE
42. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
43. 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 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, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
44. WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.

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RECLAIMED WATER DESIGN NOTES

1. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
2. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
3. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
4. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
5. RECLAIMED WATER SERVICES SHALL BE MARKED WITH AN "R" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "R +" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
6. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
7. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND 24" TO" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
8. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
9. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
10. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
11. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

FILE NAME: RW1.DOC
DETAIL REF: RW-1
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95 % IN UNPAVED AREAS ACCORDANCE WITH AASHTO T 180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO.
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A LONG HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAVENDER IN COLOR AND SHALL HAVE THE WYORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNRIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D2248, D3350, D2239, D2737, N.S.I.-.56 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND 24" TO" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
9. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
10. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
11. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES, IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
12. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME: RW2.DOC
DETAIL REF: RW-2
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

2 HOURS PER AWWA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN, WITH A MINIMUM OF 1 POSITIVE CHLORINE RESIDUAL TEST RESULT PROVIDED TO THE CITY.

13. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
14. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
15. MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST JOINT RESTRAINT DESIGN GUIDELINES.
16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF PORT ORANGE PUBLIC UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
17. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE PLAINLY DISTINGUISHABLE BY THEIR PURPLE COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
18. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "_R_" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "R" SET INTO THE PAVEMENT. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "R +" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
19. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
20. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
21. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 BUSINESS DAYS NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME: RW2.DOC
DETAIL REF: RW-2
REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

DAY.

22. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
23. ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED 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 MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
25. ALL D.I.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R.11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
26. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION
27. RECLAIMED WATER HYDRANTS MAY BE REQUIRED BY THE CITY. ALL RECLAIMED HYDRANTS SHALL BE PAINTED PURPLE.
28. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITIES SERVICE AREA.
29. IN AREAS WHERE RECLAIMED WATER IS AVAILABLE, RECLAIMED WATER MAIN WILL BE UTILIZED IN THE PRESSURE TESTING OF NEW RECLAIMED WATER LINES.
30. RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900 OR C-905, CL 150 (COLOR PANTONE PURPLE) OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED UNLESS APPROVED OTHERWISE BY THE CITY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME: RW2.DOC
DETAIL REF: RW-2
REV. 12/08

SANITARY SEWER DESIGN NOTES

1. ALL GRA

NO	DATE	REVISIONS	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RB/CM

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PROJECT NO: 09066	DRAFTED BY: CM
ISSUE DATE: ?????	CHECKED BY: RMH
DESIGNED BY: MLR/RMH	DRAWING FILE: 09066ODP-D-E XREFS: 09066SURV XREFS: 09066BAS

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN-PHASE 2

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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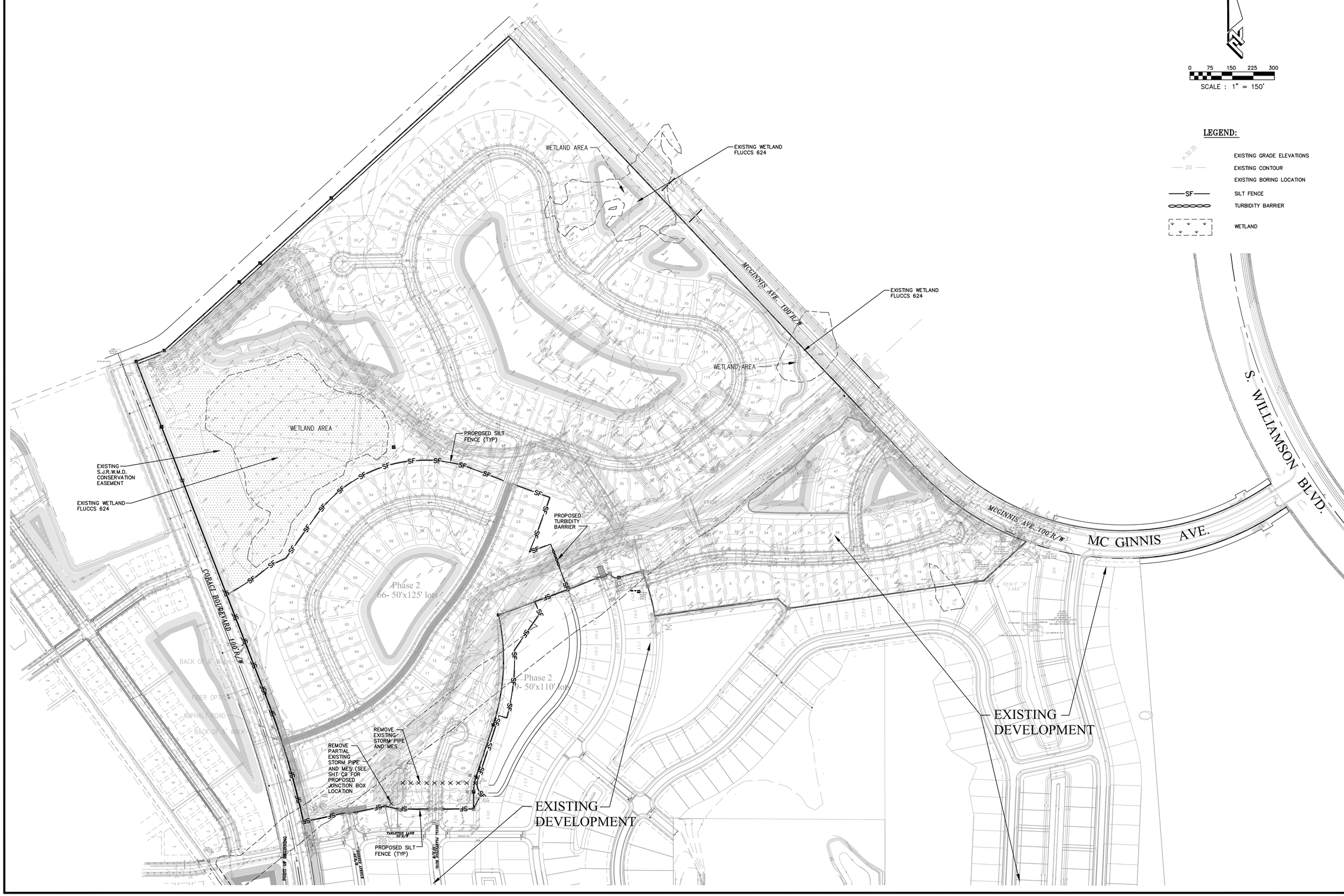
SCALE: 1"=150'
SHEET C4 OF 20

NOT VALID WITHOUT SEAL

FILE LOCATION -



0 75 150 225 300

SCALE : 1" = 150'

LEGEND:

x 30.35	EXISTING GRADE ELEVATIONS
20	EXISTING CONTOUR
	EXISTING BORING LOCATION
—SF—	SILT FENCE
	TURBIDITY BARRIER
	WETLAND

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1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/FO/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN-PHASE 2

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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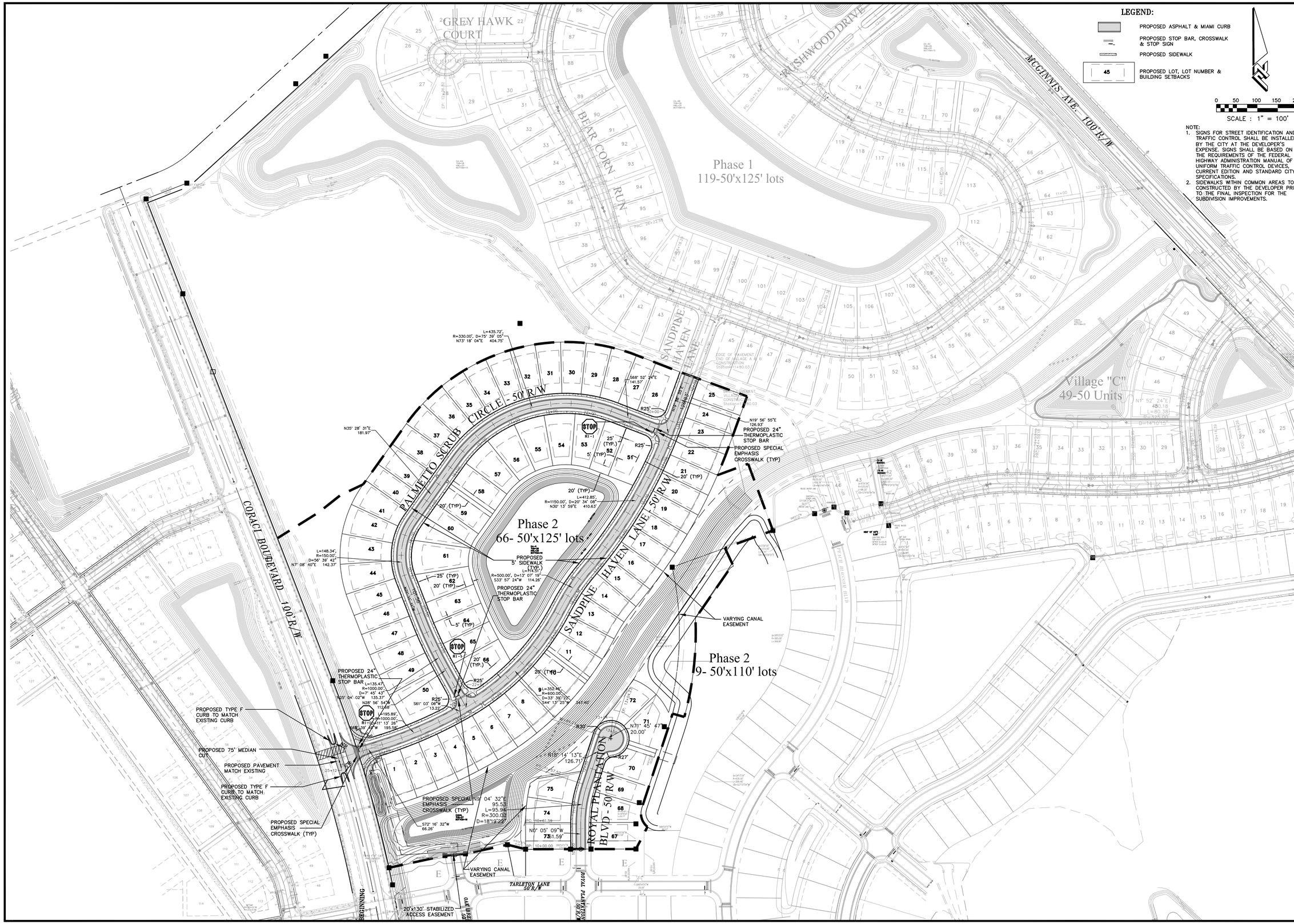
PROJECT NO: 09066
DRAFTED BY: CM
ISSUE DATE: ?????
CHECKED BY: RMH
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066ODP-D-E
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C5 OF 20



LEGEND:

- PROPOSED ASPHALT & MIAMI CURB
- PROPOSED STOP BAR, CROSSWALK & STOP SIGN
- PROPOSED SIDEWALK
- 45 — PROPOSED LOT, LOT NUMBER & BUILDING SETBACKS

0 50 100 150 200

SCALE : 1" = 100'

NOTE:

1. SIGNS FOR STREET IDENTIFICATION AND TRAFFIC CONTROL SHALL BE INSTALLED BY THE CITY AT THE DEVELOPER'S EXPENSE. SIGNS SHALL BE BASED ON THE REQUIREMENTS OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION AND STANDARD CITY SPECIFICATIONS.
2. SIDEWALKS WITHIN COMMON AREAS TO BE CONSTRUCTED BY THE DEVELOPER PRIOR TO THE FINAL INSPECTION FOR THE SUBDIVISION IMPROVEMENTS.

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/FO/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
GEOMETRY PLAN-PHASE 2

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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ISSUE DATE:	?????	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066GEO-D-E XREFS: 09066SURV XREFS: 09066BAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C6 OF 20

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2	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

OVERALL DRAINAGE PLAN-PHASE 2

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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ISSUE DATE:	77777	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066ORP-D-LE XREFS: 09066SURV EXPORT: 09066SURV	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C7 OF 20

PROPOSED 5' RETAINING WALL (TYP)

CONSERVATION EASEMENT

RETAINING WALL TO BE CONSTRUCTED AT TIME OF SITE IMPROVEMENTS - PRIOR TO THE SUBDIVISION C.O.

PROPOSED 5' RETAINING WALL (TYP)

CORACI BOULEVARD 100' R/W

PALMETTO SCRUB CIRCLE

SANDPINE HAVEN LANE

SAWGRASS WALK

AREA TO REMAIN NATURAL

GRADE 4:1 TO MATCH EXISTING GRADE (TYP)

28 LF- 18" RCP

174 LF- 18" RCP

49 LF- 24" RCP

33 LF- 18" RCP

121 LF- 18" RCP

142 LF- 18" RCP

128 LF- 18" RCP

42 LF- 18" RCP

39 LF- 18" RCP

203 LF- 36" RCP

69 LF- 18" RCP

122 LF- 18" RCP

DA-5
TOB=28
NWL=25
BOTTOM=16

Phase 2
66- 50'x125' lots

Phase 2
9- 50'x110' lots

MATCHLINE – SEE SHT. C9

LOT	LOT GRADING TYPE	FFE
1	A	30.90
2	A	31.90
3	A	31.75
4	A	31.60
5	A	31.45
6	A	31.25
7	A	31.10
8	A	30.95
9	A	30.80
10	A	30.80
11	A	30.60
12	A	30.40
13	A	30.20
14	A	30.20
15	A	30.35
16	A	30.50
17	A	30.65
18	A	30.80
19	A	30.95
20	A	31.10
21	A	31.25
22	A	31.45
23	A	31.60
24	A	31.75
25	A	31.90
26	A	31.55
27	A	31.60
28	A	31.80
29	A	31.80
30	A	31.80
31	A	31.60
32	A	31.40
33	A	31.20
34	A	31.00
35	A	30.80
36	A	30.60
37	A	30.40
38	A	30.20
39	A	30.25
40	A	29.65
41	A	30.65
42	A	30.85
43	A	31.00
44	A	31.15
45	A	31.15
46	A	31.00
47	A	30.85
48	A	30.70
49	A	30.55
50	A	30.40
51	B	31.05
52	B	31.20
53	B	31.25
54	B	31.25
55	B	30.90
56	B	30.50
57	B	30.10
58	B	29.70
59	B	29.75
60	B	30.30
61	B	30.65
62	B	30.65
63	B	30.40
64	B	30.25
65	B	30.05
66	B	29.90

0 25 50 75 100
SCALE : 1" = 50'

NOTES:
1. REFER TO SHEET C9 FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C16 FOR CROSS SECTIONS
3. A CITY BUILDING PERMIT AND DETAILED SIGNED AND SEALED PLANS WILL BE REQUIRED PRIOR TO WALL CONSTRUCTION AND THE DETAIL IS PROVIDED FOR REFERENCE ONLY.
4. ALL LOTS WITH RETAINING WALLS MAY HAVE POOL RESTRICTIONS DUE TO THE LOCATION OF RETAINING WALL FOOTERS AND SUPPORT SYSTEMS.

LEGEND:

- PROPOSED STORM DRAIN W/INLET
- PROPOSED MITERED END SECTION
- PROPOSED JUNCTION BOX W/STORM DRAIN
- 28.50 PROPOSED GRADE ELEVATION
- OR DIRECTION OF OVERLAND FLOW
- 20 EXISTING CONTOUR
- 20 PROPOSED CONTOUR
- (A) LOT GRADING TYPES
- PROPOSED STREET LIGHT
- EXISTING BORING LOCATION

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NO	DATE	REVISED PER CITY COMMENTS DATED 12/12/14	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
2	2/25/15		RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
PAVING GRADING & DRAINAGE PLAN-PHASE 2

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

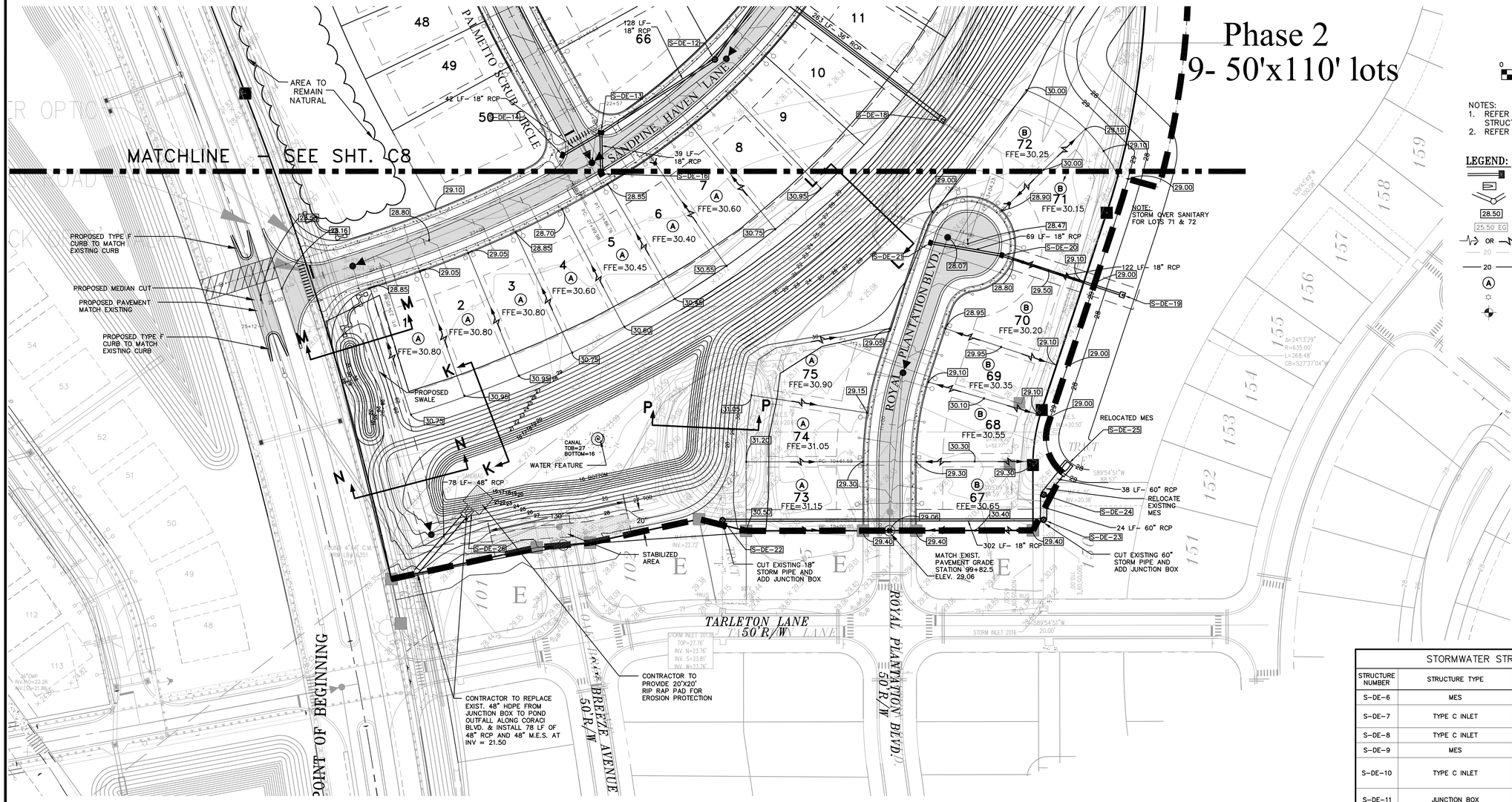
PROJECT NO.: 09066
ISSUE DATE: 7/7/7
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PGD-D-E
XREFS: 09066SURV
XREFS: 09066BASE

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C8 OF 20



NOTES:
1. REFER TO THIS SHEET FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C16 FOR CROSS SECTIONS

LEGEND:

- PROPOSED STORM DRAIN W/INLET
- PROPOSED MITERED END SECTION
- PROPOSED JUNCTION BOX W/STORM DRAIN
- 28.50 — PROPOSED GRADE ELEVATION
- 25.50 EG — EXISTING GRADE ELEVATION
- OR — DIRECTION OF OVERLAND FLOW
- 20 — EXISTING CONTOUR
- 20 — PROPOSED CONTOUR
- A — LOT GRADING TYPES
- PROPOSED STREET LIGHT
- EXISTING BORING LOCATION

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-DE-6	MES	~~0.00~~	18.00 (NW) 18"
S-DE-7	TYPE C INLET	28.00	18.55 (SE) 18" 24.40 (NW) 18"
S-DE-8	TYPE C INLET	28.00	24.50 (SE) 18"
S-DE-9	MES	~~0.00~~	18.00 (SE) 24"
S-DE-10	TYPE C INLET	28.00	18.20 (NW) 24" 18.35 (SW) 18" 24.40 (S) 18"
S-DE-11	JUNCTION BOX	28.00	18.75 (NE) 18" 18.75 (SW) 18"
S-DE-12	JUNCTION BOX	28.00	19.25 (NE) 18" 23.95 (SW) 18"
S-DE-13	TYPE C INLET	28.00	24.35 (NE) 18" 24.35 (SW) 18" 24.35 (S) 18"
S-DE-14	TYPE C INLET	28.00	24.50 (NE) 18"
S-DE-15	TYPE C INLET	28.00	24.50 (N) 18"
S-DE-16	TYPE C INLET	28.00	24.50 (N) 18"
S-DE-17	TYPE E INLET	26.25	22.50 (SE) 36"
S-DE-18	MES	~~0.00~~	21.50 (NW) 36"
S-DE-19	MES	~~0.00~~	18.00 (W) 18"
S-DE-20	TYPE C INLET	28.00	24.25 (W) 18" 18.40 (E) 18"
S-DE-21	TYPE C INLET	28.00	24.50 (E) 18"
S-DE-22	JUNCTION BOX	29.80	23.19 (E) 18" 23.19 (S) 18"
S-DE-23	JUNCTION BOX	30.60	20.71 (W) 18" 20.71 (N) 60" 20.71 (S) 60"
S-DE-24	JUNCTION BOX	28.00	20.60 (NE) 60" 20.60 (S) 60"
S-DE-25	MES	~~0.00~~	19.96 (SW) 60"
S-DE-26	MES	~~0.00~~	21.50 (SW) 48"

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NO	DATE	BY
1	7/6/15	REVISED PER CITY COMMENTS DATED 12/12/14 — RMH/CM
2	9/25/15	REVISED PER CITY COMMENTS DATED 02/19/15 — RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

PAVING GRADING & DRAINAGE PLAN-PHASE 2

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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PROJECT NO: 09066 | DRAFTED BY: CM | DRAWING FILE: 09066PGD-DHE
ISSUE DATE: 7/7/15 | CHECKED BY: RMH | XREFS: 09066SURV
DESIGNED BY: MLP/RMH | XREFS: 09066SURV

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C9 OF 20

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- W — PROP. WATER MAIN
- R — PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C-1 — SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W

NOTES:

1. REFER TO SHEET C12 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL UTILITY PLAN-PHASE 2

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

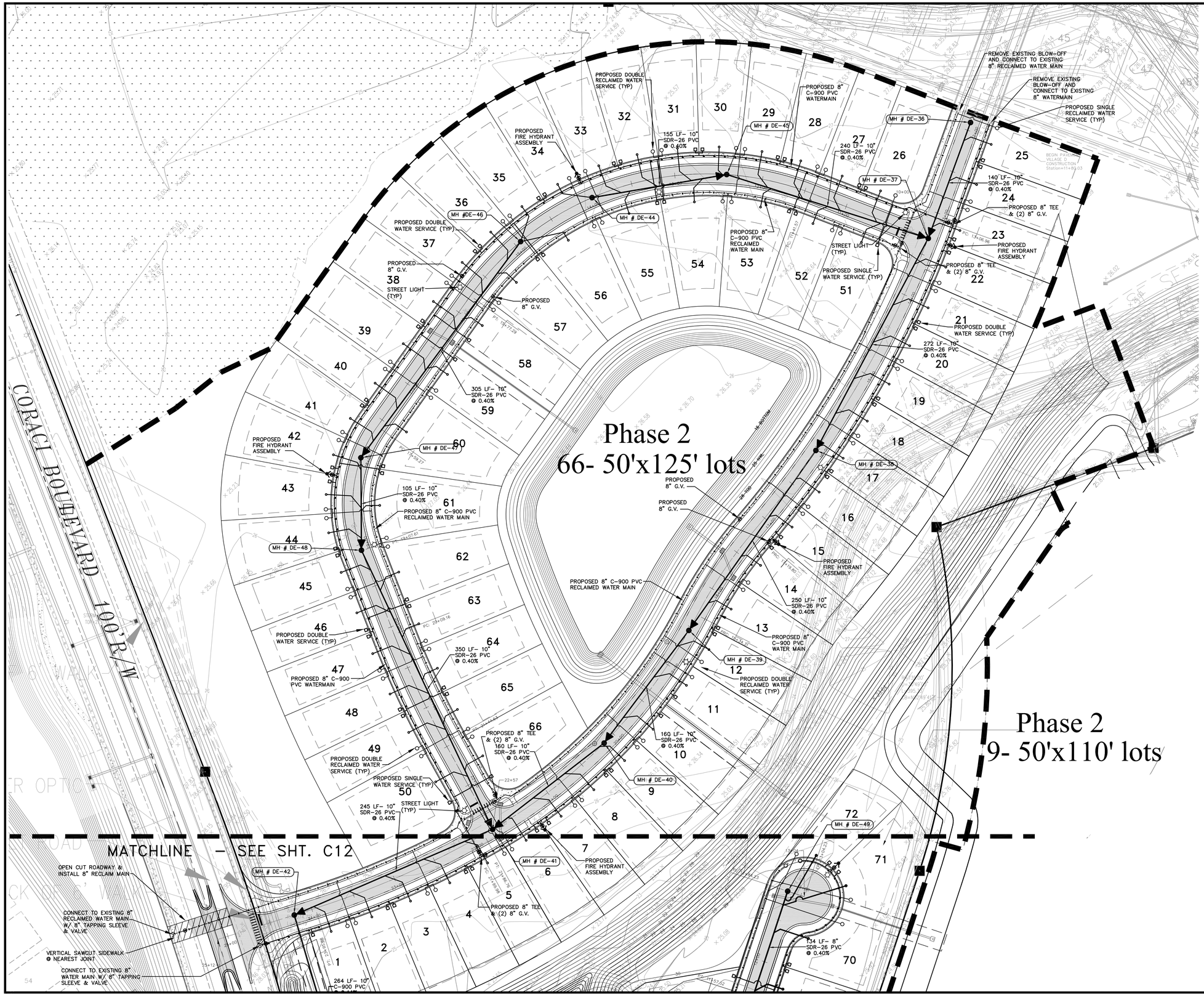
PROJECT NO:	09066
ISSUE DATE:	7/7/7
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066OUTLP-DE
XREFS:	09066SURV
XREFS:	09066BASE

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C10 OF 20



0 25 50 75 100

SCALE : 1" = 50'

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- PROP. WATER MAIN
- PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C-1 SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W
- PROPOSED STREET LIGHT

NOTES:

1. REFER TO SHEET C12 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
UTILITY PLAN-PHASE 2

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066
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ISSUE DATE: ?????
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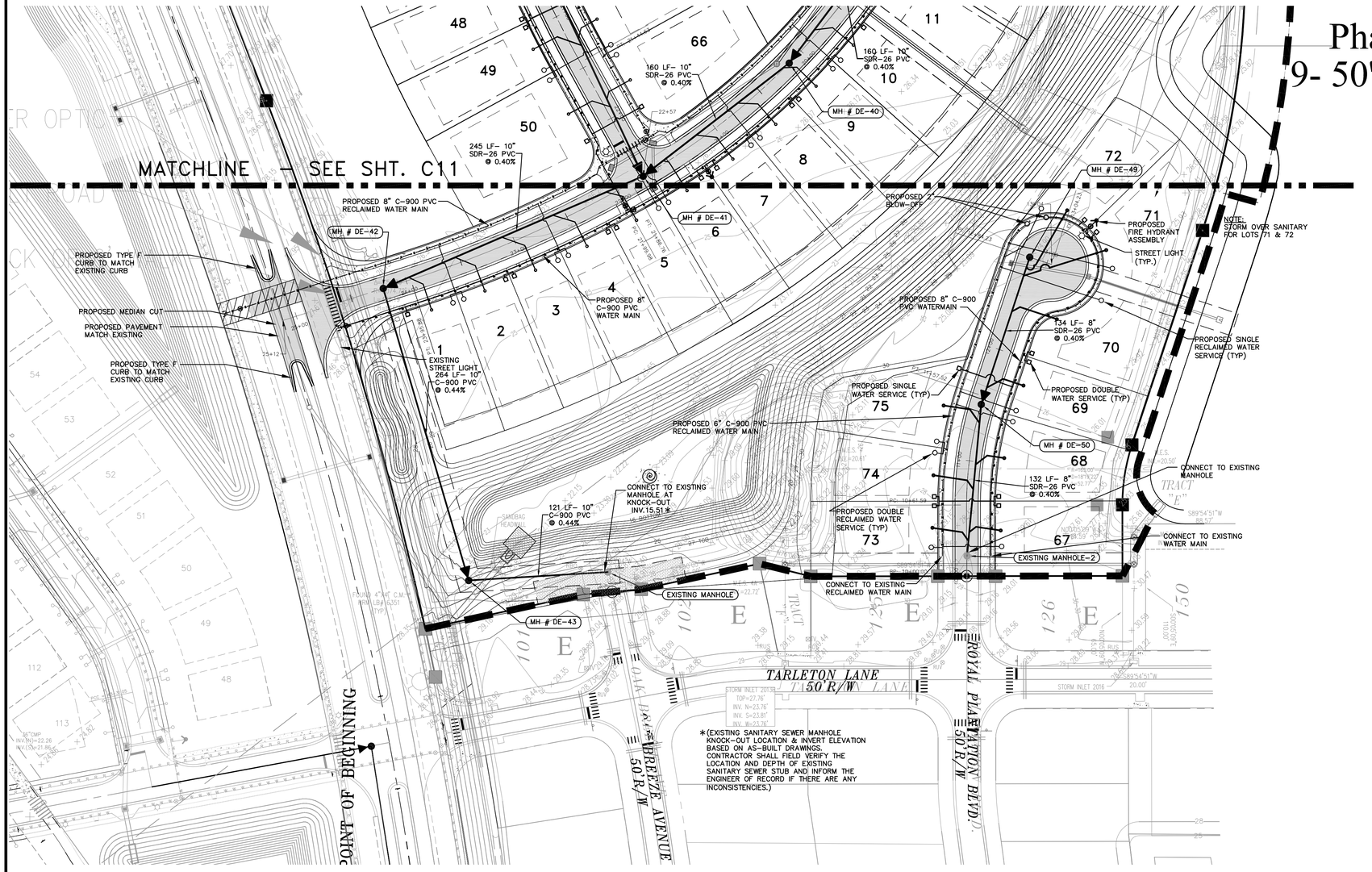
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066PGD-D-E
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C11 OF 20



0 25 50 75 100

SCALE : 1" = 50'

LEGEND

- PROPOSED FIRE HYDRANT W/ VALVE
- W — PROP. WATER MAIN
- R — PROP. RECLAIMED WATER MAIN
- PROP. SAN. SEWER / MANHOLE
- PROP. SINGLE SAN. SEWER SERVICE
- PROP. DOUBLE SAN. SEWER SERVICE
- PROP. SINGLE WATER SERVICE
- PROP. DOUBLE WATER SERVICE
- PROP. SINGLE RECLAIMED WATER SERVICE
- PROP. DOUBLE RECLAIMED WATER SERVICE
- MH # C-1 — SANITARY SEWER MANHOLE NUMBER
- PROPOSED EASEMENT
- PROPOSED R/W
- PROPOSED STREET LIGHT

NOTES:
1. REFER TO SHEET C11 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

SANITARY SEWER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
EXISTING MANHOLE	28.25	15.51 (W) 10" @ EXIST. KNOCK-OUT
EXISTING MANHOLE-2	29.02	16.67 (N) 8"
MH # DE-36	29.82	22.79 (S) 10"
MH # DE-37	29.38	22.23 (N) 10" 22.13 (SW) 10" 22.23 (W) 10"
MH # DE-38	28.53	21.04 (NE) 10" 20.94 (SW) 10"
MH # DE-39	28.25	19.94 (NE) 10" 19.84 (SW) 10"
MH # DE-40	28.72	19.20 (NE) 10" 19.10 (SW) 10"
MH # DE-41	28.20	18.46 (NE) 10" 18.36 (SW) 10" 18.46 (NW) 10"
MH # DE-42	28.47	17.39 (NE) 10" 17.29 (S) 10"
MH # DE-43 FIBERGLASS LINED	25.25	16.14 (N) 10" 16.04 (E) 10"
MH # DE-44	28.94	23.90 (E) 10"
MH # DE-45	29.58	23.28 (W) 10" 23.18 (E) 10"
MH # DE-47	28.66	20.48 (NE) 10" 20.38 (S) 10"
MH # DE-48	29.10	19.96 (N) 10" 19.86 (SE) 10"
MH # DE-49	28.07	17.84 (S) 8"
MH # DE-50	28.55	17.30 (N) 8" 17.20 (S) 8"
MH #DE-46	28.56	21.69 (SW) 10"

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NO	DATE	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14 RMH/CM
2	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15 RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
UTILITY PLAN-PHASE 2

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

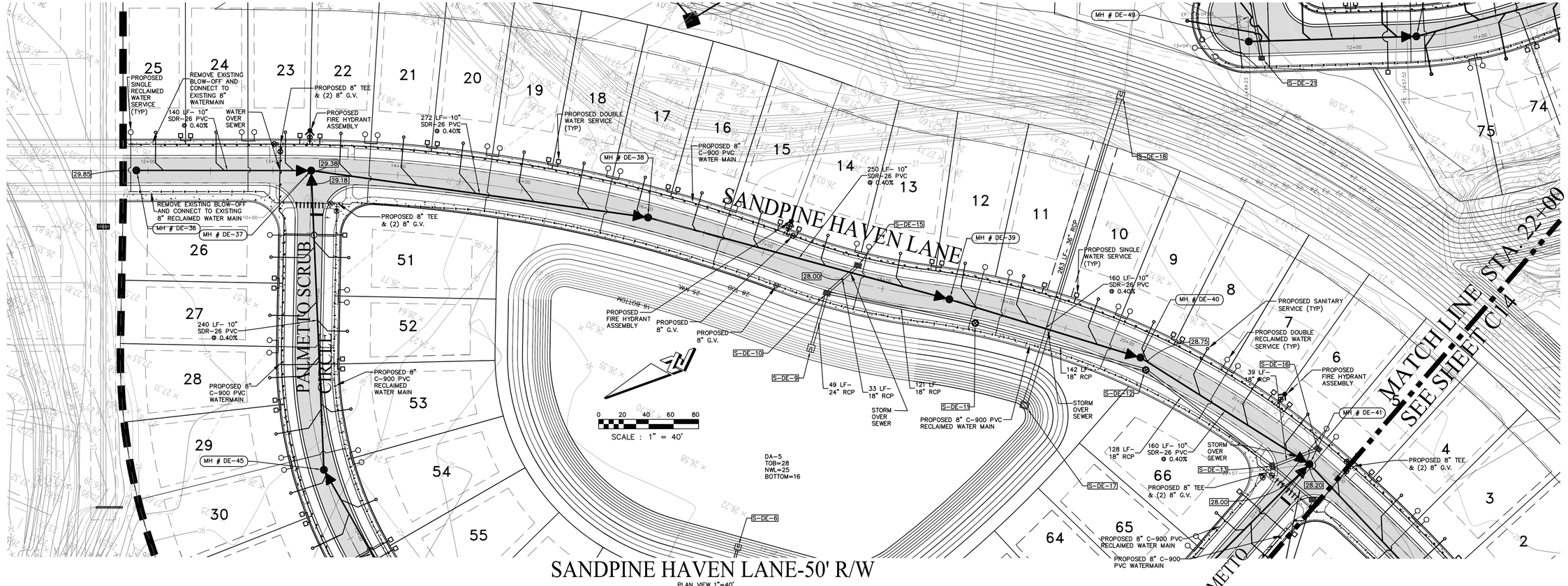
PROJECT NO: 09066
DRAFTED BY: CM
ISSUE DATE: ?????
CHECKED BY: RMH
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066PSD-D-E
XREF'S: 09066SURV
XREF'S: 09066SHELL

FILE LOCATION -

NOT VALID WITHOUT SEAL

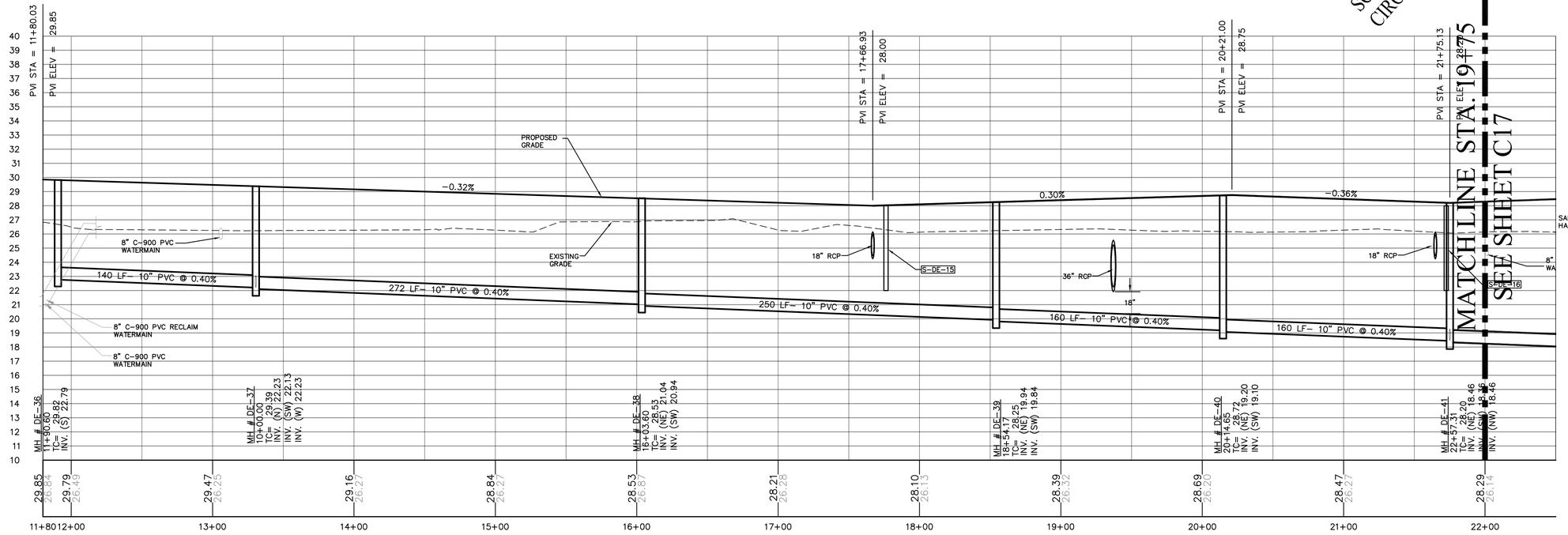
SCALE: 1"=50'

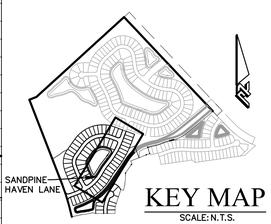
SHEET C12 OF 20



SANDPINE HAVEN LANE-50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'





KEY MAP
SCALE: N.T.S.

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 2
SANDPINE HAVEN LANE

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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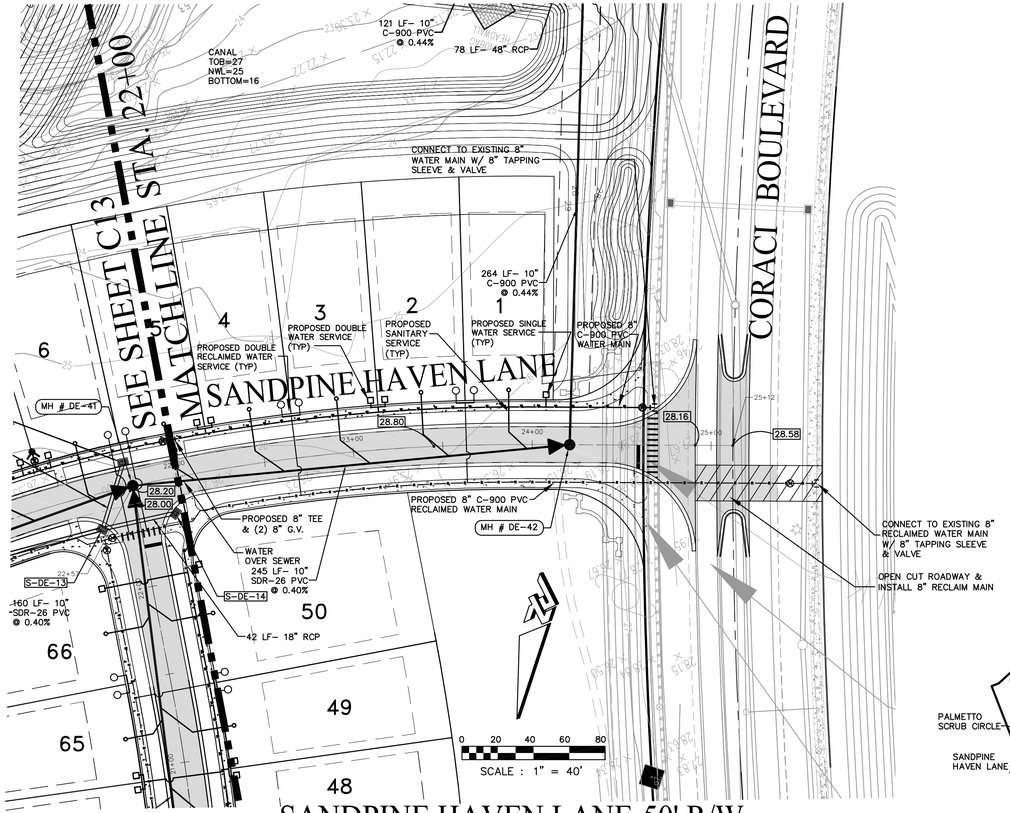
PROJECT NO:	09066	DRAFTED BY: CM	
ISSUE DATE:	7/7/7	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066PP1-D-E XREFS: 09066SURV JOBS: 09066SHEET	

FILE LOCATION -

NOT VALID WITHOUT SEAL

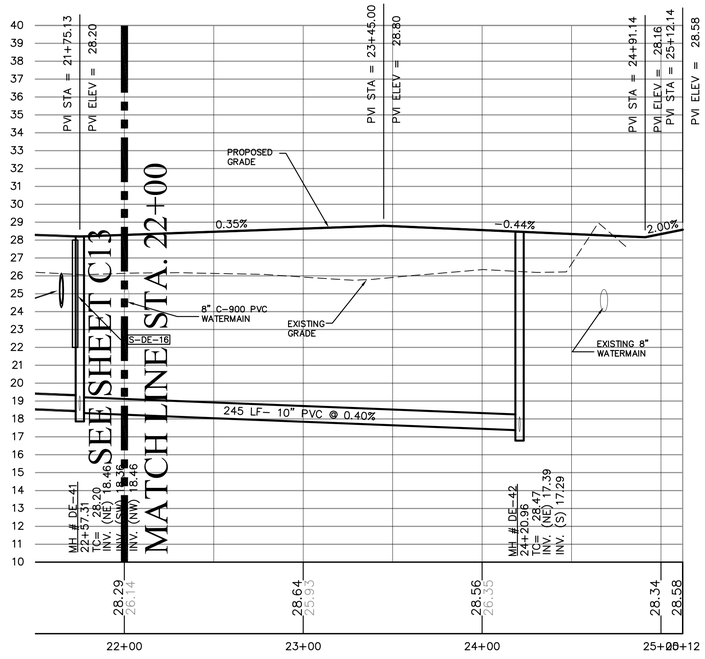
SCALE: 1"=40'

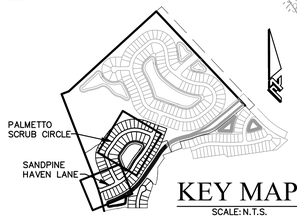
SHEET C13 OF 20



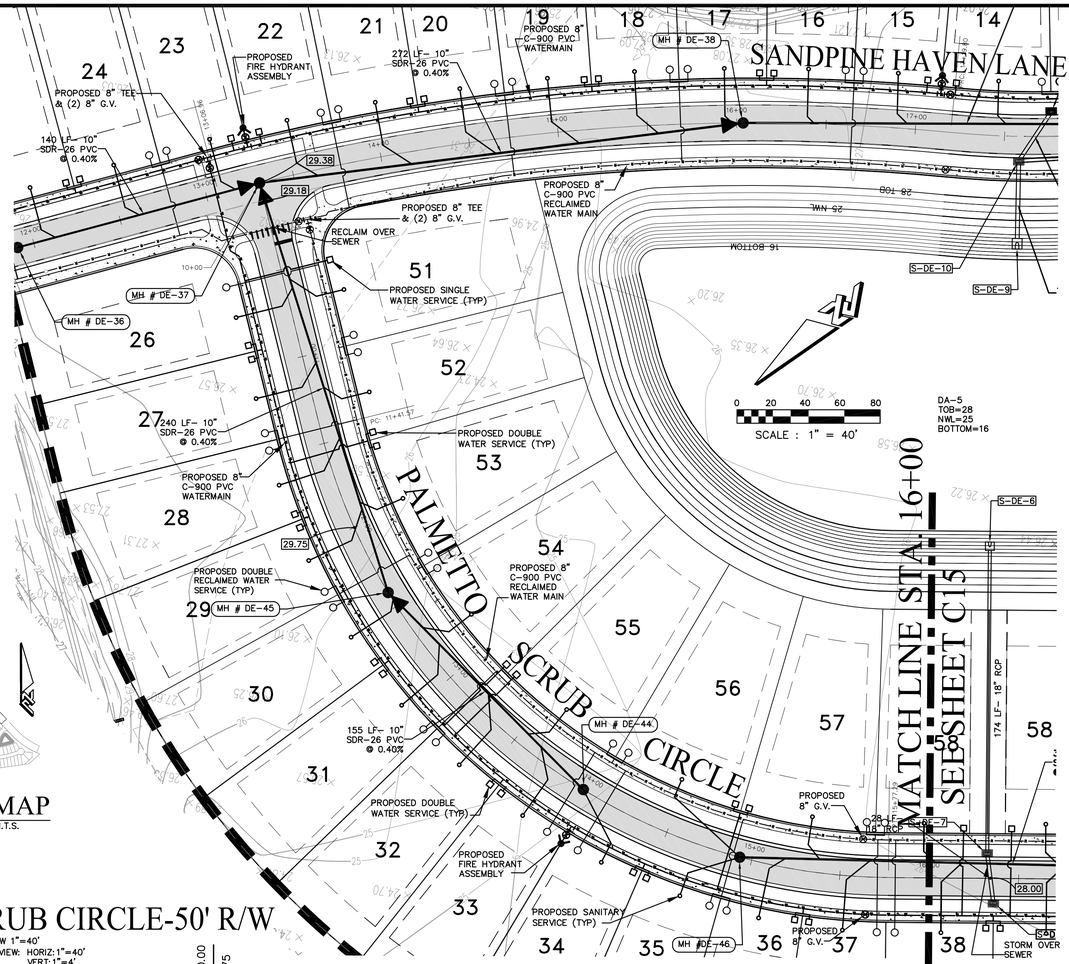
SANDPINE HAVEN LANE-50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



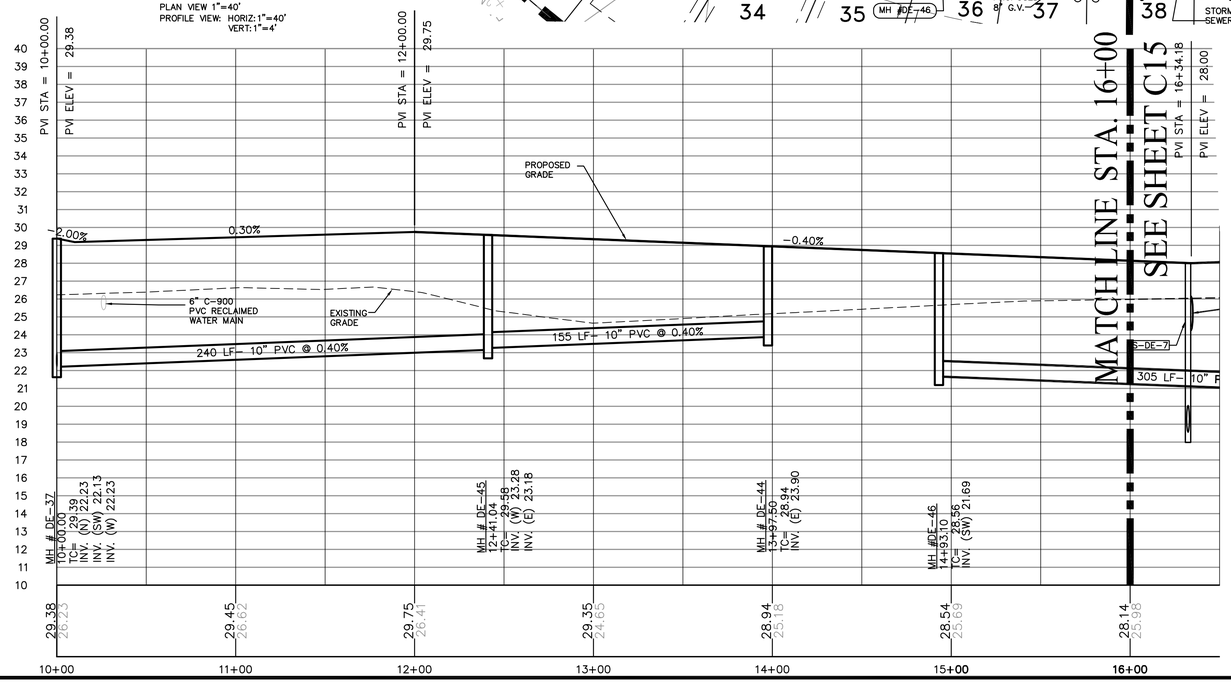


KEY MAP
SCALE:N.T.S.



PALMETTO SCRUB CIRCLE-50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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NO	DATE	BY
1	1/26/15	RM/PD/CM
2	2/25/15	RM/PD/CM

REVISIONS: REVISED PER CITY COMMENTS DATED 12/12/14
REVISED PER CITY COMMENTS DATED 02/19/15

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 2
SANDPINE HAVEN LANE & PALMETTO SCRUB CIRCLE
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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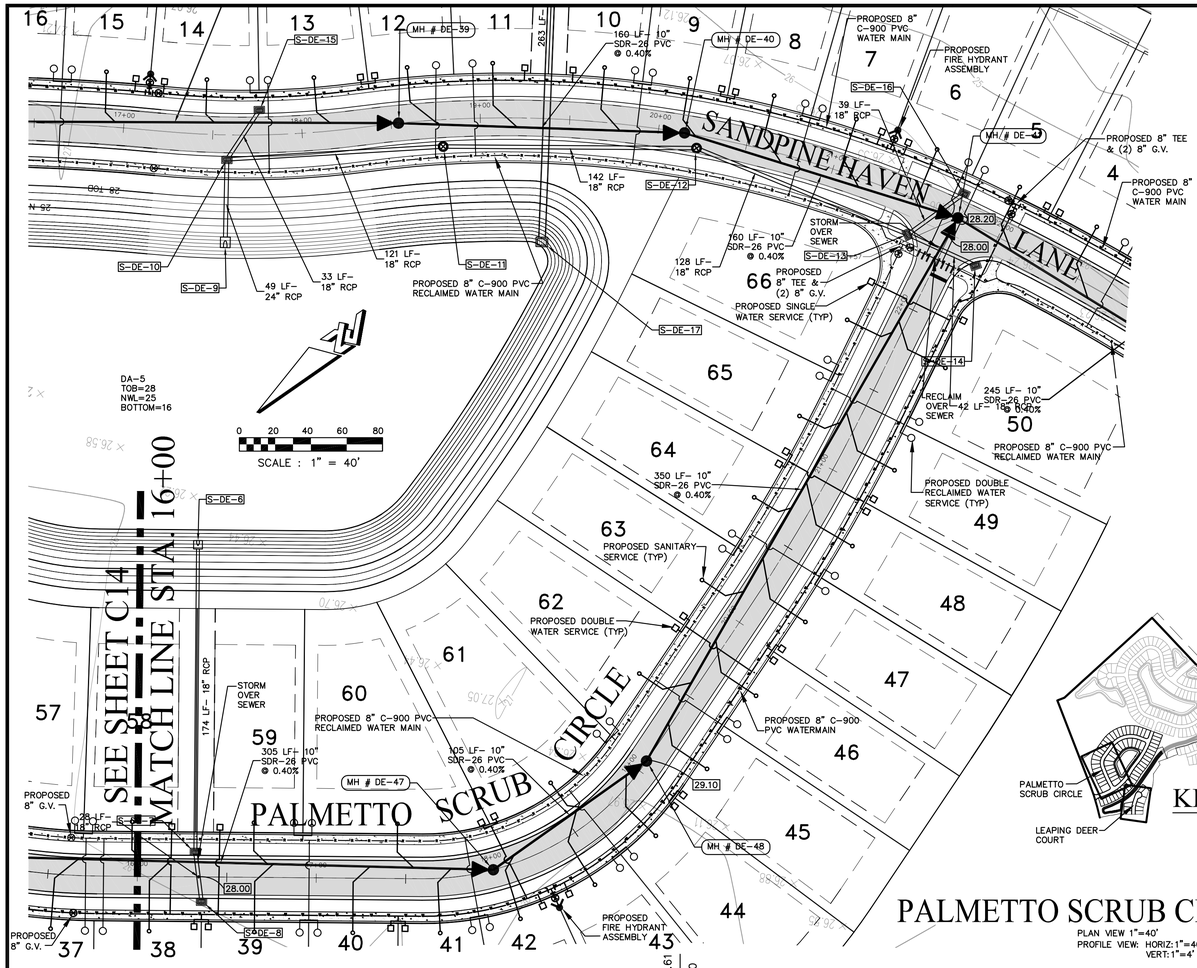
PROJECT NO: 09066
ISSUE DATE: 7/7/7
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PP2-DE
XREFS: 09066SURV
XREFS: 09066BASE

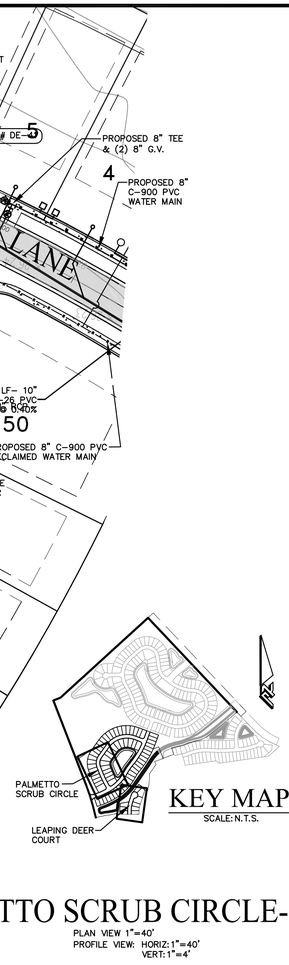
FILE LOCATION -

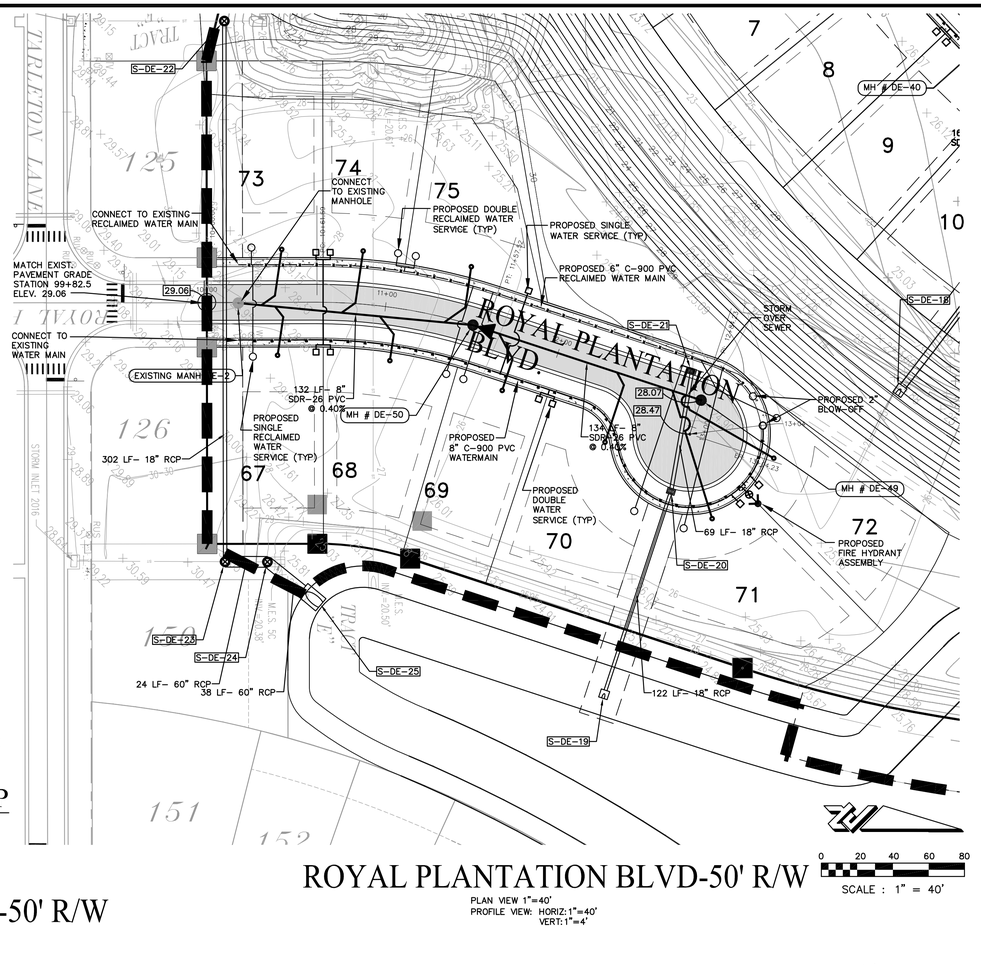
NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C14 OF 20

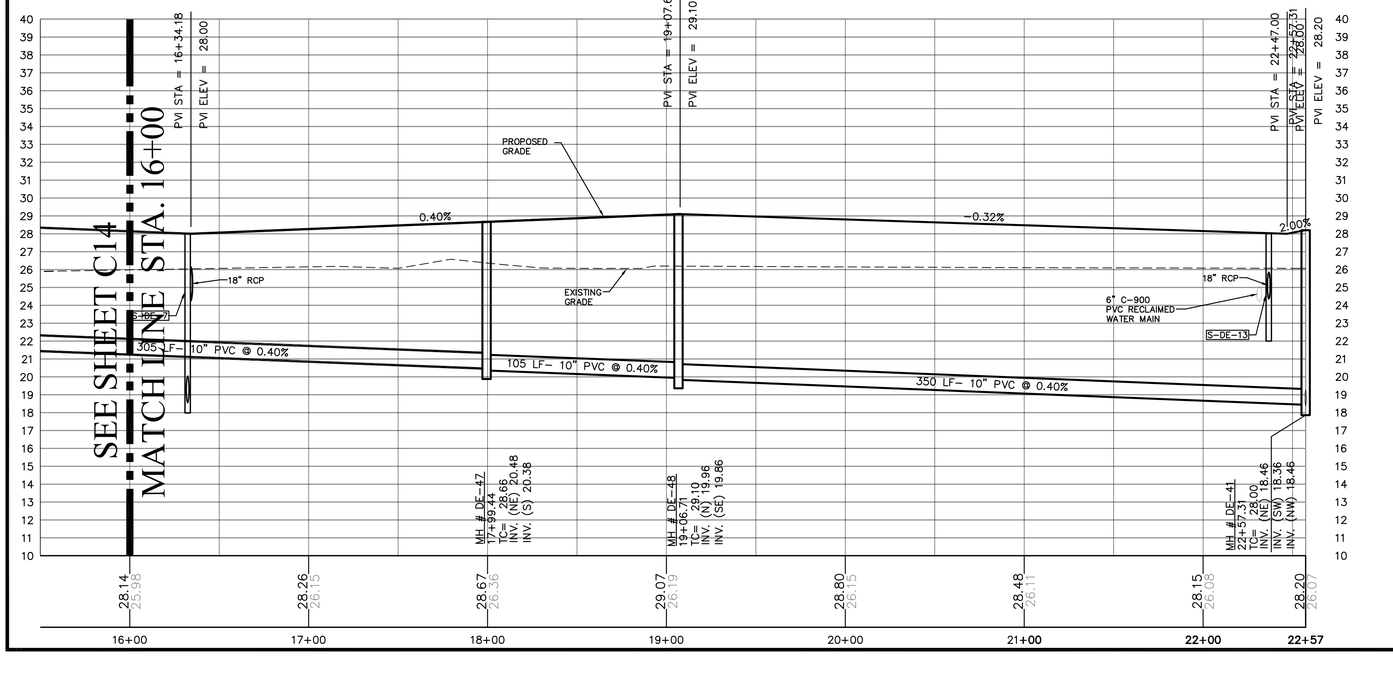






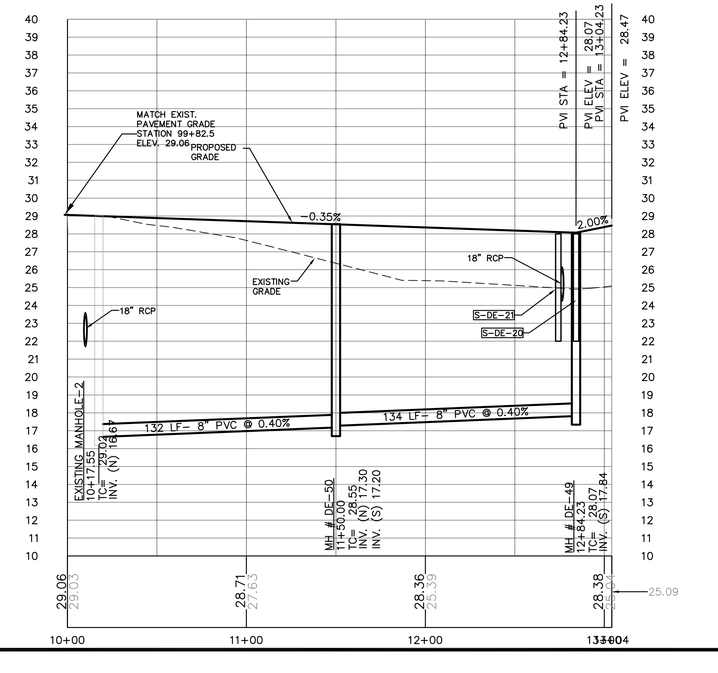
PALMETTO SCRUB CIRCLE-50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



ROYAL PLANTATION BLVD-50' R/W

PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ: 1"=40'
VERT: 1"=4'



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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM
(386) 677-2482 FAX: (386) 677-2505

PROJECT NO:	09066
ISSUE DATE:	77777
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP2-D-E
XREFS:	09066SURV
XREFS:	09066HAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C15 OF 20

NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/TM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/TM

ORMOND BEACH
1000 INTERCHANGE BLVD, STE. #C, ORMOND BEACH, FL 32174
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4475 U.S. 1 S, PLAZA 8 STE # 601, ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX: (904) 797-4159

AMELIA ISLAND
1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
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HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS

PLAN & PROFILE-PHASE 2
PALMETTO SCRUB CIRCLE & ROYAL PLANTATION BLVD
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

SECTION I–I SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION J–J SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION K–K SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION M–M SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION N–N SCALE: HORIZ:1"=20'
VERT:1"=2'

SECTION P–P SCALE: HORIZ:1"=20'
VERT:1"=2'

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PROJECT NO:	09066	DRAFTED BY: CM	DRAWING FILE: 09066SEC
ISSUE DATE:	7/7/15	CHECKED BY: RJMH	XREFS: 09066SURV
DESIGNED BY:	MLP/RJMH		XREFS: 09066SHLS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C16 OF 20

NO	DATE	BY
1	1/26/15	RMH/TCM
2	2/25/15	RMH/TCM

REVISIONS:

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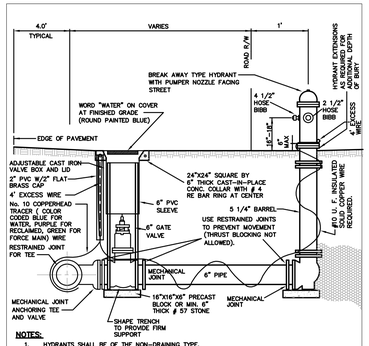
HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

SECTIONS-PHASE 2

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

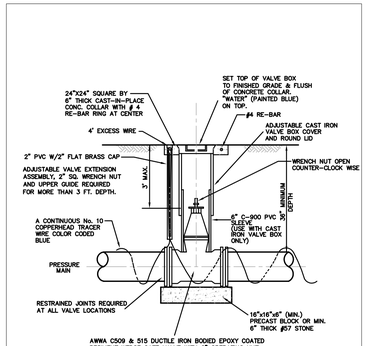


NOTES:

1. HYDRANTS SHALL BE OF THE NON-DRAINING TYPE.
2. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT THE MANUFACTURE–EPOXY OR POLYURETHANE.
3. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
4. RESTRAINED JOINTS REQUIRED. THRUST BLOCKS ARE NOT PERMITTED.
5. ADJUSTABLE TRENCH ADAPTOR ASSY. REQUIRED FOR ALL VALVES GREATER THAN 3' DEEP.
6. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS. (TYPICAL)
7. CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
8. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.
9. THE INTERNAL UPPER AND LOWER STEM SHALL BE MIN. OF 304 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

FILE NAME: W4.DWG
DETAIL REF: W-4

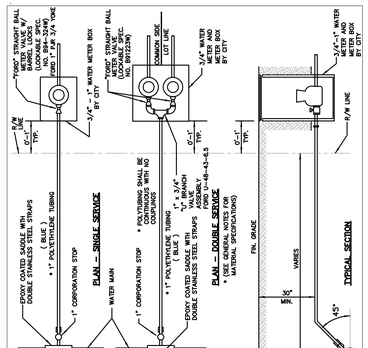


NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
4. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
VALVE AND VALVE BOX
(4" – 16" VALVE SIZES)
REV. 12/08

FILE NAME: W5.DWG
DETAIL REF: W-5

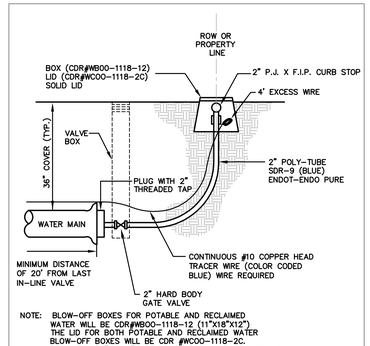


LOCK SEAL

1) 6932801A8 IS LOCKSEAL HEAD W/ ALUMINUM SEAL.
2) 6932310140 IS REGULAR DIAMETER STUD.
3) 6932801J9 IS THE LOCKSEAL KEY.

STANDARD CONSTRUCTION DETAIL
METER SIZES 3/4"-1")
REV. 12/08

FILE NAME: W9.DWG
DETAIL REF: W-9

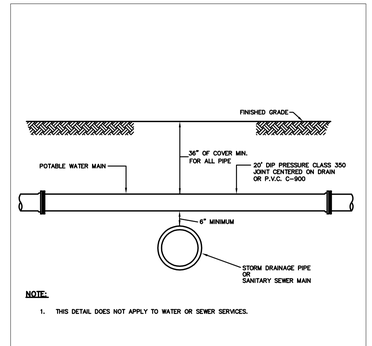


NOTE: BLOW–OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00–1118–12 (11"x18"x12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW–OFF BOXES WILL BE CDR #WC00–1118–2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW–OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR

NOTE: PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW–OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
BLOW–OFF ASSEMBLY
REV. 12/08

FILE NAME: W13.DWG
DETAIL REF: W-13



NOTE:

1. THIS DETAIL DOES NOT APPLY TO WATER OR SEWER SERVICES.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN CONFLICT
REV. 12/08

FILE NAME: W19.DWG
DETAIL REF: W-19

CONCRETE ENCASEMENT OF SANITARY SEWER IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT WHEN UNABLE TO MAINTAIN 18" VERTICAL SEPARATION DISTANCE. IN SUCH INSTANCES, THE MINIMUM PIPE VERTICAL SEPARATION SHALL BE 12".

NOTES:

1. LOWERING OF EXISTING WATER MAIN & FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF EXISTING FIELD CONDITIONS PERMIT.
2. LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
3. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT
REV. 12/08

FILE NAME: W20.DWG
DETAIL REF: W-20

NOTES:

1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN OR RECLAIMED WATER LINE AND ADEQUATE CLEARANCE IS PROVIDED FROM THE STORM SEWER PIPE.
2. PIPE SHALL BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA AND ADAPTED TO PVC PIPE AS NECESSARY.

STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK
REV. 12/08

FILE NAME: W21.DWG
DETAIL REF: W-21

* DIRECT TIE–IN METHOD ALLOWED WHEN TIE–IN UNDER EXISTING PAVEMENT LIMITS.

NOTES:

1. THIS DETAIL SHALL BE UTILIZED ON ALL WATERLINE EXTENSIONS. THE CITY WILL ALLOW A DIRECT CONNECTION TO THE CITY'S DRINKING WATER SYSTEM AT ONLY ONE POINT OF CONNECTION. FINAL SECONDARY TIE–INS SHALL BE PERFORMED AFTER CLEARANCE FROM THE D.E.P.
2. PROVIDE SUPPORT AND/OR PROTECTIVE MEASURES TO PREVENT ABOVE GROUND PIPE BEING BROKEN.

STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

FILE NAME: W27.DWG
DETAIL REF: W-27

NOTES:

1. ON TRANSITIONS BETWEEN LARGER DIAMETER AND SMALLER SEWER COLLECTORS, OR THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
2. NON–PENETRATING PICK–HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLES.
4. 0.1' – DROP ACROSS MANHOLE TYP.
5. MAXIMUM DEPTH NOT TO EXCEED 15.0 FEET MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.

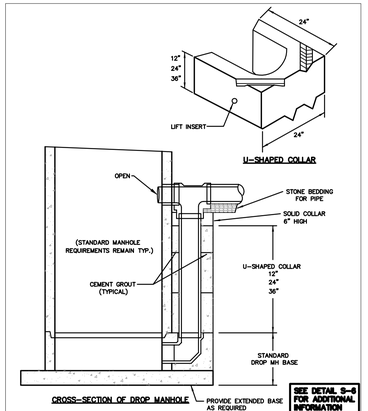
STANDARD CONSTRUCTION DETAIL
STANDARD MANHOLE
REV. 12/08

FILE NAME: S6.DWG
DETAIL REF: S-6

NOTES:
1– MATERIAL: ASTM–A48 CLASS 35B GRAY IRON
2– RING WT.: 85 LBS. APP
3– COVER WT: 120 LBS. APP.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER COVER & GENERAL NOTES
USF 117 RING & BL COVER
REV. 12/08

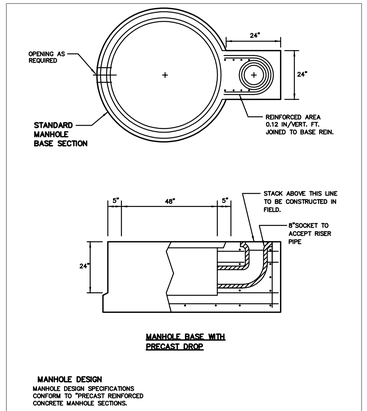
FILE NAME: S7.DWG
DETAIL REF: S-7



SEE DETAIL S–9 FOR ADDITIONAL INFORMATION

STANDARD CONSTRUCTION DETAIL
OUTSIDE DROP MANHOLE
(STANDARD NEW CONSTRUCTION)
REV. 12/08

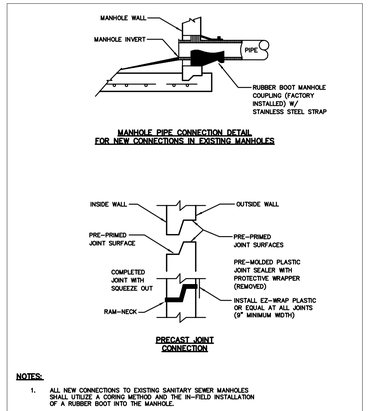
FILE NAME: S9.DWG
DETAIL REF: S-9



MANHOLE DESIGN
MANHOLE DESIGN SPECIFICATIONS CONFORM TO "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS.

STANDARD CONSTRUCTION DETAIL
OUTSIDE DROP MANHOLE (STANDARD)
REV. 12/08

FILE NAME: S10.DWG
DETAIL REF: S-10

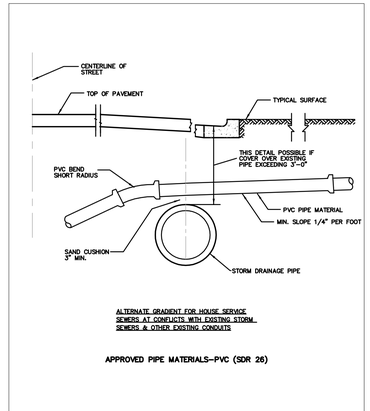


NOTES:

1. ALL NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN–FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE.

STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT
CONNECTION.
REV. 12/08

FILE NAME: S13.DWG
DETAIL REF: S-13

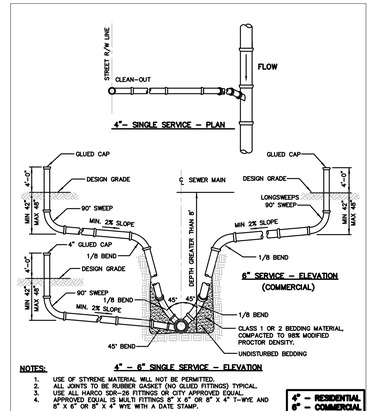


ALTERNATE GRADIENT FOR HOUSE SERVICE SEWERS AT CONFLICTS WITH EXISTING STORM SEWERS & OTHER EXISTING CONDUITS

APPROVED PIPE MATERIALS–PVC (SDR 26)

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE CROSSING / SANITARY LATERAL PIPE
CROSSING
REV. 12/08

FILE NAME: S14.DWG
DETAIL REF: S-14



NOTES:

1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET (NO GLUED FITTINGS) TYPICAL.
3. USE ALL HARCO SDR–26 FITTINGS OR CITY APPROVED EQUAL.
4. APPROVED EQUAL IS MULTI FITTINGS 8" X 6" OR 8" X 4" T–WYE AND 8" X 6" OR 8" X 4" WYE WITH A DATE STAMP.

4" – RESIDENTIAL
6" – COMMERCIAL

STANDARD CONSTRUCTION DETAIL
SEWER LATERAL
REV. 12/08

FILE NAME: S15.DWG
DETAIL REF: S-15

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PROJECT NO.: 09066
DRAFTED BY: CM
ISSUE DATE: 77777
CHECKED BY: RMH
DESIGNED BY: MLR/RMH
DRAWING FILE: 09066DET
XREFS: 09066TTB
JPEFS:

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C17 OF 20

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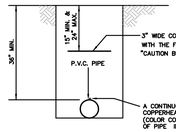
NO	DATE	BY
1	1/26/15	RMH/CM
2	2/26/15	RMH/RS/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA



"TERRA TAPE D" or SIMILAR

NOTE:

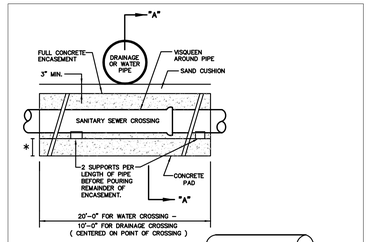
1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).

2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR SEWER FORCE MAIN, PIPELINES
REV. 12/08

FILE NAME: S17.DWG
DETAIL REF: S-17

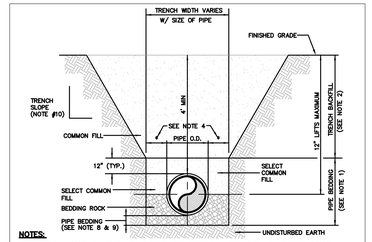


NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD. USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING
REV. 12/08

FILE NAME: S18.DWG
DETAIL REF: S-18

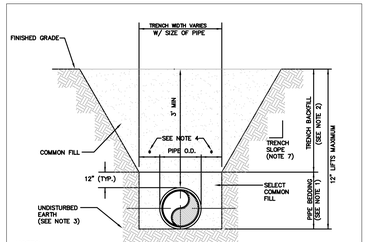


NOTES:

1. PIPE BEDDING: #57 STONE OR BEDDING ROCK COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER PAVEMENT, DRIVEWAYS AND STRUCTURES.)
3. USE TYPE "A" BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE "A" BEDDING, WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
10. REFER TO OSHA REQMTS. FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.

STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING
REV. 12/08

FILE NAME: S27.DWG
DETAIL REF: S-27

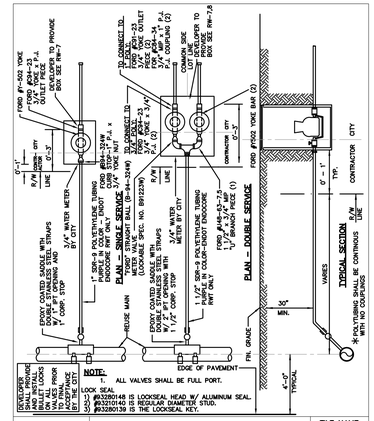


NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

STANDARD CONSTRUCTION DETAIL
TYPE "B" BEDDING AND TRENCH
(TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)
REV. 12/08

FILE NAME: S28.DWG
DETAIL REF: S-28


FORD #-400 YOKE
FORD #CDA4-23 CURB STOP W/ P.J. OUTLET PIECE
DEVELOPER TO PROVIDE BOX SEE RW-7
TO CONNECT TO EXISTING 1" SERVICE FORD #CDA4-23 CURB STOP W/ P.J. OUTLET PIECE FOR 1" P.E. TUBING
FORD #CC-14 x 1" P.J. COUPLING (2)
COMMON SIDE LOT LINE
DEVELOPER TO PROVIDE BOX SEE RW-7,8
TO CONNECT TO EXISTING 2" SERVICE FORD #CDA4-23 CURB STOP W/ 2" P.J. x 1" P.J. COUPLING (2)
0'-6" MIN.
R/W LINE
CONTRACTOR CITY
0'-3"
FORD #FB2-32-W 2" BRASS STRAIGHT BALL (SB-3-3240) W/ 2" P.J. x 2" P.J.
R/W LINE
FORD #202 YOKE BAR (2)
0'-3"
CONTRACTOR CITY
0'-6" - 1' TYP.
CONTRACTOR CITY
1" POLY-TUBE (PURPLE) "ENDOT-ENDOCORE RWT"
1" P.E. SDR-9 POLYETHYLENE TUBING
FORD #CC-14 x 1" P.J. COUPLING (2)
1" P.E. SDR-9 POLYETHYLENE TUBING
FORD #-400-1-7-G 1" x 1" x 1" "U" BRANCH PIECE (1)
PLAN - DOUBLE SERVICE
EPOXY COATED SADDLE WITH STAINLESS STEEL STRAPS
3/4" x 3/4" x 3/4" COPPER "U" BRANCH PIECE (1)
3/4" WATER METER
1" P.E. SDR-9 POLYETHYLENE TUBING
FORD #FB2-32-W 1" BRASS STRAIGHT BALL (SB-3-3240) W/ 1" P.J. x 1" P.J.
FORD #202 YOKE BAR (2)
EPOXY COATED SADDLE WITH STAINLESS STEEL STRAPS
3/4" x 3/4" x 3/4" COPPER "U" BRANCH PIECE (1)
1" P.E. SDR-9 POLYETHYLENE TUBING
FORD #-400-1-7-G 1" x 1" x 1" "U" BRANCH PIECE (1)
1" P.E. SDR-9 POLYETHYLENE TUBING
3/4" WATER METER BY CITY
1" P.E. SDR-9 POLYETHYLENE TUBING
FORD #CC-14 x 1" P.J. COUPLING (2)
1" P.E. SDR-9 POLYETHYLENE TUBING
1" x 1" x 3/4" COPPER "U" BRANCH PIECE (1)
1" x 3/4" COPPER REDUCER
1" x 1" x 3/4" COPPER "U" BRANCH PIECE (1)
1" P.E. SDR-9 POLYETHYLENE TUBING
1" x 1" x 1" COPPER "U" BRANCH PIECE (1)
1" P.E. SDR-9 POLYETHYLENE TUBING
1

DIMENSIONS AND QUANTITIES

	D	X	A	B	C	E	F	G	H ■	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad. Pipe	N	18" CONCRETE SLAB (CY) ◪ Single Pipe	18" CONCRETE SLAB (CY) ◪ Double Pipe	18" CONCRETE SLAB (CY) ◪ Triple Pipe	18" CONCRETE SLAB (CY) ◪ Quad. Pipe	SODDING (SY) Single Pipe	SODDING (SY) Double Pipe	SODDING (SY) Triple Pipe	SODDING (SY) Quad. Pipe
12 Slope	15"	2'-0"	1'-92"	2'-11"	4'-10"	2'-06"	5"	1'-2"	2'-9"	4'-63"	7'-72"	9'-79"	12'-37"	1'-19"	0'-38"	0'-58"	0'-77"	0'-96"	21	24	27	30
	18"	2'-3"	1'-92"	3'-2'4"	5'-1'1"	2'-09"	6"	1'-6"	3'-0"	4'-63"	7'-72"	9'-79"	12'-37"	1'-21"	0'-44"	0'-65"	0'-87"	1'-09"	22	25	28	31
	24"	3'-3"	2'-06"	3'-8'5"	5'-9'1"	3'-06"	7"	1'-7'3"	3'-4"	5'-50"	8'-82"	12'-33"	15'-75"	1'-25"	0'-54"	0'-83"	1'-12"	1'-42"	24	28	32	35
	30"	4'-3"	2'-15"	4'-9'5"	7'-1'9"	4'-9"	8"	2'-0'0"	3'-6"	6'-08"	10'-33"	14'-58"	18'-83"	1'-29"	0'-66"	1'-09"	1'-50"	1'-93"	26	31	35	40
	36"	5'-1"	2'-23"	6'-0'8"	8'-3'7"	5'-06"	9"	2'-2'4"	3'-4"	6'-67"	11'-75"	16'-83"	21'-92"	1'-33"	0'-83"	1'-38"	1'-93"	2'-53"	28	34	39	45
	42"	6'-1"	2'-31"	7'-2'1"	9'-5'5"	6'-03"	10"	2'-5'0"	3'-4"	7'-25"	12'-93"	18'-62"	24'-30"	1'-38"	0'-97"	1'-64"	2'-32"	3'-00"	30	37	43	50
	48"	7'-1"	2'-39"	8'-4'1"	10'-7'3"	6'-9"	11"	2'-7'8"	3'-4"	7'-83"	13'-93"	20'-02"	26'-12"	1'-42"	1'-11"	1'-91"	2'-72"	3'-52"	32	39	47	54
	54"	8'-1"	2'-47"	9'-6'4"	11'-9'1"	7'-6"	12"	2'-10'0"	3'-4"	8'-42"	15'-08"	21'-73"	28'-40"	1'-46"	2'-13"	2'-44"	3'-19"	4'-01"	34	42	50	58
	60"	9'-1"	2'-55"	10'-8"	13'-1'0"	8'-3"	13"	3'-0'0"	4'-0"	9'-00"	17'-00"	24'-00"	31'-00"	1'-50"	2'-31"	2'-89"	3'-68"	4'-66"	36	45	53	64
	66"	9'-3"	2'-71"	11'-6'8"	14'-3'9"	10'-36"	13"	3'-1'8"	4'-4"	9'-58"	18'-75"	27'-92"	37'-08"	1'-54"	1'-68"	3'-25"	4'-84"	6'-43"	38	48	58	68
	72"	10'-3"	2'-82"	12'-8'0"	15'-6'0"	11'-36"	15"	3'-3'6"	4'-4"	10'-16"	20'-16"	30'-15"	40'-15"	1'-58"	1'-89"	3'-74"	5'-59"	7'-45"	40	51	62	73
1:4 Slope	15"	2'-0"	2'-20"	4'-0'9"	6'-3'0"	4'-0'3"	9"	1'-2'1"	4'-0"	4'-63"	7'-72"	9'-79"	12'-37"	1'-19"	0'-53"	0'-81"	1'-15"	1'-44"	23	26	29	32
	18"	2'-3"	2'-36"	5'-1'2"	7'-4'8"	5'-0'7"	9"	1'-4'1"	4'-0"	4'-63"	7'-72"	9'-79"	12'-37"	1'-21"	0'-66"	0'-99"	1'-31"	1'-65"	25	28	31	35
	24"	3'-3"	2'-53"	7'-1'8"	9'-7'1"	7'-03"	11"	1'-7'0"	4'-0"	5'-50"	8'-82"	12'-33"	15'-75"	1'-29"	0'-85"	1'-30"	1'-73"	2'-20"	28	32	36	40
	30"	4'-3"	2'-70"	9'-2'1"	11'-9'0"	9'-0'2"	12"	1'-10'0"	4'-0"	6'-08"	10'-33"	14'-58"	18'-83"	1'-33"	1'-10"	1'-74"	2'-39"	3'-05"	31	36	41	46
	36"	5'-1"	2'-87"	11'-3'1"	14'-1'8"	11'-0'1"	13"	2'-0'0"	4'-0"	6'-67"	11'-75"	16'-83"	21'-92"	1'-37"	1'-53"	2'-21"	3'-08"	3'-96"	34	40	46	52
	42"	6'-1"	3'-04"	13'-4'1"	16'-9'6"	13'-0"	14"	2'-2'0"	4'-0"	7'-25"	12'-93"	18'-62"	24'-30"	1'-42"	1'-85"	2'-73"	3'-77"	4'-81"	37	44	52	59
	48"	7'-1"	3'-21"	15'-5'1"	18'-6'5"	15'-0'3"	15"	2'-4'0"	4'-0"	7'-83"	13'-93"	20'-02"	26'-12"	1'-47"	2'-05"	3'-25"	4'-45"	5'-65"	41	48	56	63
	54"	8'-1"	3'-38"	17'-6'9"	20'-8'8"	17'-0'5"	17"	2'-8'0"	4'-0"	8'-42"	15'-08"	23'-73"	31'-40"	1'-51"	2'-26"	3'-77"	5'-28"	6'-79"	44	52	61	69
	60"	9'-1"	3'-56"	19'-9'5"	23'-1'1"	19'-0'9"	19"	3'-0'0"	4'-0"	9'-00"	17'-00"	26'-00"	35'-00"	1'-56"	2'-45"	4'-66"	6'-87"	9'-07"	47	56	66	75
	66"	9'-7"	3'-73"	21'-6'2"	25'-3'1"	21'-0'7"	21"	3'-1'8"	4'-0"	9'-58"	18'-75"	27'-92"	37'-08"	1'-54"	2'-88"	5'-54"	8'-18"	10'-84"	49	59	69	80
	72"	10'-0"	3'-91"	23'-6'8"	27'-5'9"	23'-0'5"	23"	3'-3'0"	4'-0"	10'-16"	20'-16"	30'-15"	40'-15"	1'-58"	3'-14"	6'-01"	8'-87"	11'-73"	52	63	74	85

◪ See General Note No. 3. See Sheet 5 For 3' Slab Quantities

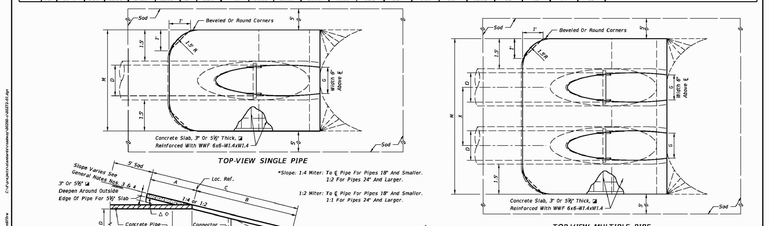
■ Values shown for estimating pipe quantities and are for information only.

B	E
△ 6.42'	△ 6.25'
◇ 10.40'	◇ 10.10'

Dimensions permitted to allow use of 8' standard pipe lengths.

Dimensions permitted to allow use of 12' standard pipe lengths.

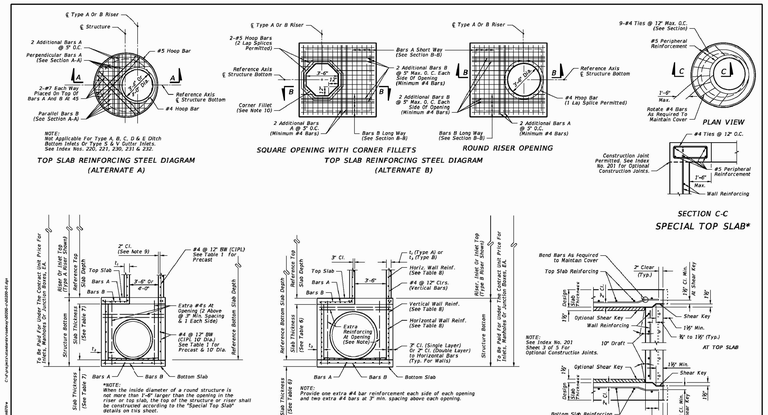
△ ◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



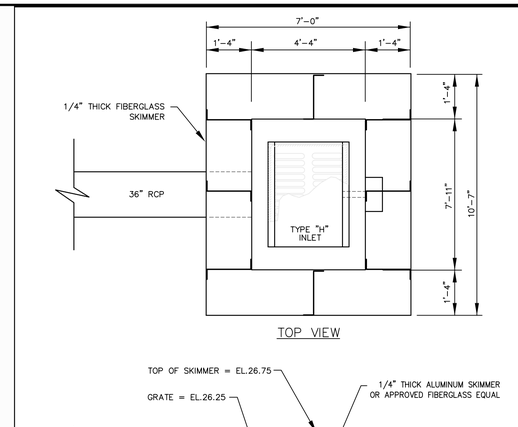
NOTE: See sheet 6 for details and notes.

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

LAST REVISION: 01/01/02	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	CROSS DRAIN MITERED END SECTION	INDEX NO. 272	SHEET NO. 1 of 6

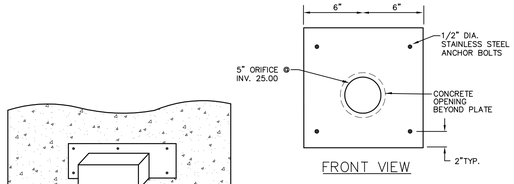


LAST REVISION: 01/01/10	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	STRUCTURE BOTTOMS TYPE J AND P	INDEX NO. 200	SHEET NO. 1 of 5



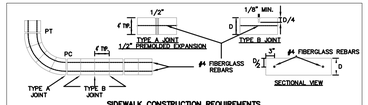
DRAINAGE CONTROL STRUCTURE

SCALE: N.T.S.



ORIFICE-ALUMINUM SKIMMER AND PLATE DETAILS

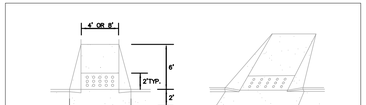
NTS



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. ALL SIDEWALK, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 CONTINOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICULAR TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ADJACENT PROPERTY SHALL BE RESPONSIBLE. ANY SLAB DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE REAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

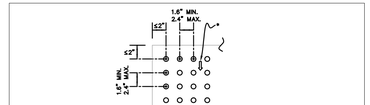
STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS	FILE NAME: M3.DWG	DETAIL REF: M-3
REV. 12/08		



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN COMFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

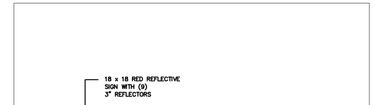
STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP	FILE NAME: M4.DWG	DETAIL REF: M-4
REV. 12/08		



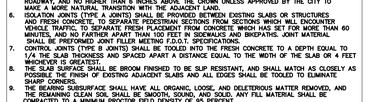
NOTES:

* ON RAMPS TAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP	FILE NAME: M5.DWG	DETAIL REF: M-5
REV. 12/08		



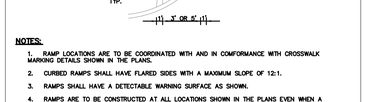
STANDARD CONSTRUCTION DETAIL ROAD BARRICADE	FILE NAME: M9.DWG	DETAIL REF: M-9
REV. 12/08		



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

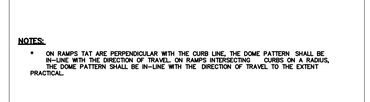
STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION AT INTERSECTIONS	FILE NAME: M18.DWG	DETAIL REF: M-18
REV. 12/08		



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

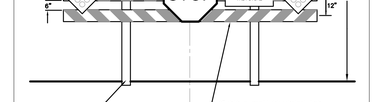
STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION AT INTERSECTIONS	FILE NAME: M19.DWG	DETAIL REF: M-19
REV. 12/08		



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 APSHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH 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.

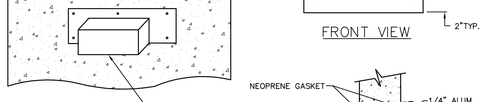
STANDARD CONSTRUCTION DETAIL STABILIZED WALKING PATH	FILE NAME: M22.DWG	DETAIL REF: M-22
REV. 12/08		



NOTE:

1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 18 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 DETENTION/RETENTION AREA.
3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

STANDARD CONSTRUCTION DETAIL RESIDENTIAL GRADING	FILE NAME: M23.DWG	DETAIL REF: M-23
REV. 12/08		



NOTES:

1. FENCES SHALL BE CONSTRUCTED WITH A TOP AND BOTTOM RAIL.
2. GATES MUST REMAIN IN GOOD WORKING ORDER AND MUST BE CLOSED AND SECURED DURING NON-WORKING HOURS.
3. GATES SHALL BE CONSTRUCTED SO THAT THEY SWING IN TOWARDS THE CONSTRUCTION SITE.
4. GATES MUST BE CONSTRUCTED WITH THE SAME DESIGN CHARACTERISTICS AS THE TEMPORARY CONSTRUCTION FENCE.
5. FABRIC SHALL BE ANCHORED IN EACH GROMMET WITH ALUMINUM TIES.
6. OPAQUE WOOD PRIVACY (OR SIMILAR MATERIAL) MAY BE ALLOWED IN LIEU OF THE CHAIN LINK AND FABRIC FENCE PICTURED ABOVE.

STANDARD CONSTRUCTION DETAIL TEMPORARY CONSTRUCTION FENCE	FILE NAME: M25.DWG	DETAIL REF: M-25
REV. 12/08		

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4475-U S. 1 S. PLAZA 5 STE # 601, ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1414 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 797-4159

NO.	DATE	BY	REVISIONS:
1	1/26/15	RMH/TM	REVISED PER CITY COMMENTS DATED 12/12/14
2	2/25/15	RMH/RD/TM	REVISED PER CITY COMMENTS DATED 02/19/15

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II

FINAL ENGINEERING PLANS

CONSTRUCTION DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
(C.A. #27576) (L.C. #26)
WWW.ZEVCOHEN.COM

PROJECT NO: 09066 | DRAFTED BY: CM

ISSUE DATE: 7/7/7 | CHECKED BY: RMH

DESIGNED BY: MLR/RMH | DRAWING FILE: 09066DET
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FILE LOCATION -

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SCALE: AS NOTED

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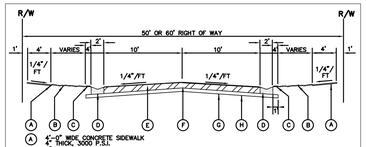


(A) 4'-0" WIDE CONCRETE SIDEWALK
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY
3" MINIMUM ABOVE TOP OF CURB

(B) SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE.

(C) 4' WIDE AREA WITH MAXIMUM SLOPE OF 1" PER 4 FT.

(D) CONCRETE MIAMI CURB, 3000 P.S.I.

(E) ASPHALT PAVEMENT:
1-1/4" ASPHALT BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

(F) BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

(G) SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

(H) SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.

STANDARD CONSTRUCTION DETAIL
50' or 60' R/W ROAD SECTION

REV. 12/08

FILE NAME: R1.DWG
DETAIL REF: **R-1**

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS C.L.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	10	50	95'	125'	0.3	200'
UP TO 1000 VPD	25	11	50	180'	165'	0.3	250'
	20	11	50	95'	125'	0.3	200'
UP TO 5000 VPD	25	11	60	180'	165'	0.3	250'
	30	12	80	300'	200'	0.3	330'
	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
ARTERIAL UP TO 7500 VPD	35	5 LANES (3)		375'	225'	0.5	660'
OVER 7500 VPD	40			450'	275'	0.5	660'
	40			450'	275'	0.5	660'

NOTES:

1. ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
3. AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS, IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEN IN NO CASE SHALL INTERSECTION ANGLES BE LESS THAN 75 DEGREES FOR INTERSECTIONS WITH ARTERIAL ROADWAYS EXCEPT ON LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
4. ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.0' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

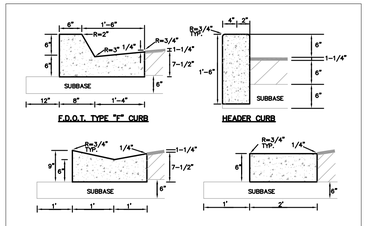
DESIGN SPEED (MPH)	20	25	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	200	250	300	350	400	450	500	550

C.L. CENTER-LINE
INT. INTERSECTION
LONG. LONGITUDINAL

STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY

REV. 12/08

FILE NAME: R6.DWG
DETAIL REF: **R-6**



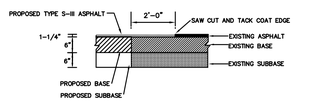
NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

REV. 12/08

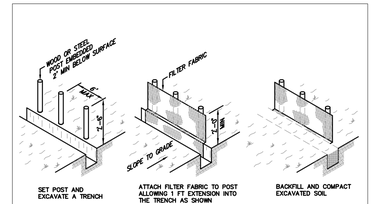
FILE NAME: R9.DWG
DETAIL REF: **R-9**



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT

REV. 12/08

FILE NAME: R11.DWG
DETAIL REF: **R-11**



SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

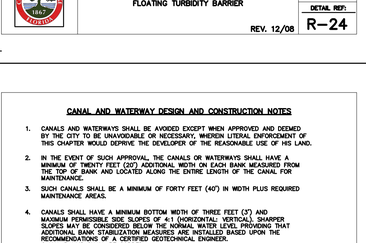
NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBIDITY BARRIER

REV. 12/08

FILE NAME: R22.DWG
DETAIL REF: **R-22**



FLOATING TURBIDITY BARRIER
F.D.O.T. INDEX NO. 103

D1 – 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS

D2 – 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT.
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.
TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

STANDARD CONSTRUCTION DETAIL
FLOATING TURBIDITY BARRIER

REV. 12/08

FILE NAME: R24.DWG
DETAIL REF: **R-24**

STREET AND WALKWAY LIGHTS

WALKWAY LIGHTS: (HEIGHT: 10 TO 20 FEET)

1. ALONG DUNLAWTON AVENUE:
   A. WEST OF I-95:
   THE FLORIDIAN (SEE DETAIL M-15)
   B. FROM I-95 TO SPRUCE CREEK ROAD:
   GARDCO LIGHTING (SEE DETAIL M-16)
   C. EAST OF SPRUCE CREEK ROAD:
   LUMEC LIGHTING (SEE DETAIL M-17)
2. ALONG RIDGEWOOD AVENUE FROM THE NORTHERN CITY LIMITS SOUTH TO MEEKER PLACE:
   D. LUMEC LIGHTING (SEE DETAIL M-17)
3. IN LOCATIONS OTHER THAN DUNLAWTON AVENUE, THE WALKWAY LIGHTS SHALL BE ANY OF THE THREE (3) STYLES NOTED ABOVE OR THE FOLLOWING: STERNBERG GEORGETOWN (0650 / 4408-DPP), WILLIAMSBURG (9405-TF / 3610-T) OR COLONIAL (4620TF-LF). ALL CITY MAINTAINED WALKWAY LIGHTS ARE TO BE FLORIDA POWER AND LIGHT (FPL) SUPPLIED LIGHTS, UTILIZING 150 WATT HPS.
4. SPACING SHALL BE A MAXIMUM OF 100 FEET ON CENTER.

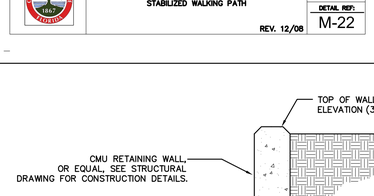
STREET LIGHTS: (HEIGHT: 20+ FEET)

1. STREET LIGHTS SHALL BE GENERALLY PROVIDED AT ALL INTERSECTIONS, AND AT MAJOR ENTRY ROADS INTO THE SUBDIVISION AS DESIGNATED BY THE ADMINISTRATIVE OFFICIAL.
2. ALL CITY MAINTAINED STREET LIGHTS ARE TO BE FPL SUPPLIED STREET LIGHTS.
3. PRIVATELY MAINTAINED STREET LIGHTS SHALL BE:
   GARDCO LIGHTING EH / 26" / 1 / 3 / 150 HPS / 240 / BRA / PC
   (NOTE: POLE SHALL BE CONCRETE AVAILABLE THROUGH F.P.L. AND SPACED AT INTERVALS OF 300 TO 400 FEET.)
4. ALTERNATIVE STREET LIGHTING PROPOSALS BY DEVELOPERS SHOULD BE SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPT. FOR APPROVAL.

STANDARD CONSTRUCTION DETAIL
STREET AND WALKWAY LIGHTS

REV. 12/08

FILE NAME: M14.DWG
DETAIL REF: **M-14**



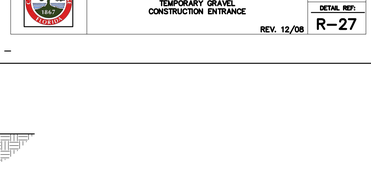
NOTE:

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 WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH 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

REV. 12/08

FILE NAME: M22.DWG
DETAIL REF: **M-22**



1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OR-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING T.C.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED.
5. A SOIL TRACKING PREVENTION DEVICE (STPD) IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

REV. 12/08

FILE NAME: R27.DWG
DETAIL REF: **R-27**

TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

A. MATERIALS

THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

B. LABORATORY CONTROL AND CERTIFICATES

1. **SPECIFICATIONS**. SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.

2. **TEST & CERTIFICATES**. THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.

   A. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   B. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
   C. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
   D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.
   E. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   F. ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   G. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   H. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   I. CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
   J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.

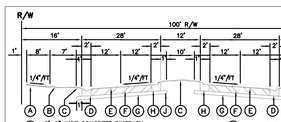
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

1. CANALS AND WATERWAYS SHALL BE AVOIDED EXCEPT WHEN APPROVED AND DEEMED BY THE CITY TO BE UNAVOIDABLE OR NECESSARY, WHEREIN LITERAL ENFORCEMENT OF THIS CHAPTER WOULD DEPRIVE THE DEVELOPER OF THE REASONABLE USE OF HIS LAND.
2. IN THE EVENT OF SUCH APPROVAL, THE CANALS OR WATERWAYS SHALL HAVE A MINIMUM OF TWENTY FEET (20') ADDITIONAL WIDTH ON EACH BANK MEASURED FROM THE TOP OF BANK AND LOCATED ALONG THE ENTIRE LENGTH OF THE CANAL FOR MAINTENANCE.
3. SUCH CANALS SHALL BE A MINIMUM OF FORTY FEET (40') IN WIDTH PLUS REQUIRED MAINTENANCE AREAS.
4. CANALS SHALL HAVE A MINIMUM BOTTOM WIDTH OF THREE FEET (3') AND MAXIMUM PERMISSIBLE SIDE SLOPES OF 4:1 (HORIZONTAL: VERTICAL). SHARPER SLOPES MAY BE CONSIDERED BELOW THE NORMAL WATER LEVEL PROVIDING THAT ADDITIONAL BANK STABILIZATION MEASURES ARE INSTALLED BASED UPON THE RECOMMENDATIONS OF A CERTIFIED GEOTECHNICAL ENGINEER. CANAL BANKS SHALL BE SODDED.
5. WATERWAYS AFFECTED BY TIDAL ACTION SHALL HAVE A MINIMUM DEPTH OF NINE FEET (9') BELOW SEA LEVEL REFERENCING THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.). THESE WATERWAYS SHALL BE SEPARATED FROM FRESH WATER BY SALINITY DAMS WITH SPILLWAY ELEVATIONS AS APPROVED BY THE CITY.
6. TWENTY FEET (20') WIDE DRAINAGE/MAINTENANCE EASEMENTS SHALL BE REQUIRED IN ORDER TO PROVIDE FOR THE NORMAL MAINTENANCE OF THESE WATER BODIES. THESE EASEMENTS SHALL BE ESTABLISHED BY THE CITY OF PORT ORANGE BASED ON EXISTING AND FUTURE CONDITIONS AS WELL AS THE TYPES OF MAINTENANCE EQUIPMENT AVAILABLE.

STANDARD CONSTRUCTION DETAIL
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

REV. 12/08

FILE NAME: ST7.DWG
DETAIL REF: **ST-7**



(A) 8'-0" WIDE CONCRETE BIKEPATH
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY
3" MINIMUM ABOVE TOP OF CURB

(B) SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE. MAINTAIN POSITIVE DRAINAGE FROM EDGE OF WALK TO TOP OF CURB.

(C) 4' WIDE AREA WITH MAXIMUM SLOPE OF 1" PER 4 FT.

(D) F.D.O.T. TYPE F CONCRETE CURB, 3000 P.S.I.

(E) ASPHALT PAVEMENT:
1-1/2" ASPHALT BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

(F) BASE:
8" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

(G) SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

(H) F.D.O.T. TYPE F CONCRETE CURB, 3000 P.S.I., SLOPED TO DRAIN WATER FROM GUTTER TO ROAD

(I) 5'-0" WIDE CONCRETE SIDEWALK
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY

(J) SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

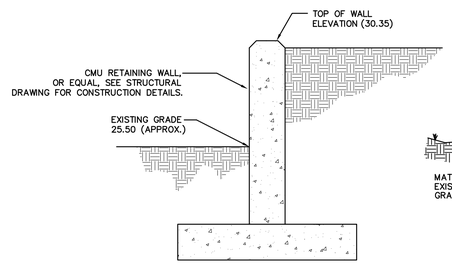
NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.

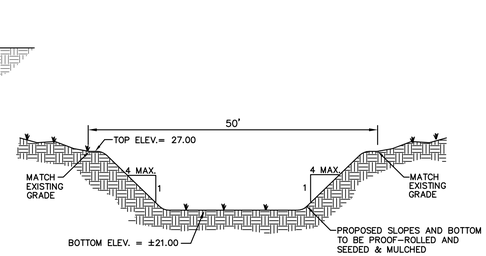
STANDARD CONSTRUCTION DETAIL
100' R/W WITH 4 LANE AND MEDIAN ROAD SECTION

REV. 12/08

FILE NAME: R5.DWG
DETAIL REF: **R-5**

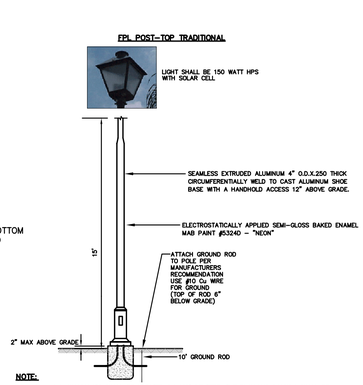


NOTE:
FINAL STRUCTURAL RETAINING WALL DETAIL TO BE PROVIDED TO CITY AT TIME OF CONSTRUCTION.



RELOCATED DRAINAGE DITCH CROSS SECTION
NTS

FPL POST-TOP TRADITIONAL



NOTE:

1. ALL WALKLIGHTS SHALL BE LOCATED ON 100' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT (386) 506-5600 TO FIELD VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS.
2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 120 M.P.H. WIND SPEED.
3. THE STRING / SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY ONE SINGLE 100 AR CELL.
4. MAINTENANCE AND OPERATION OF WALKLIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNER.

WALKWAY LIGHT DETAIL

ORMOND BEACH
32 INTERCHANGE BLVD. STE. #C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX: (386) 677-2505

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NO	DATE	BY
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14 RMH/TM
2	9/25/15	REVISED PER CITY COMMENTS DATED 02/19/15 RMH/TM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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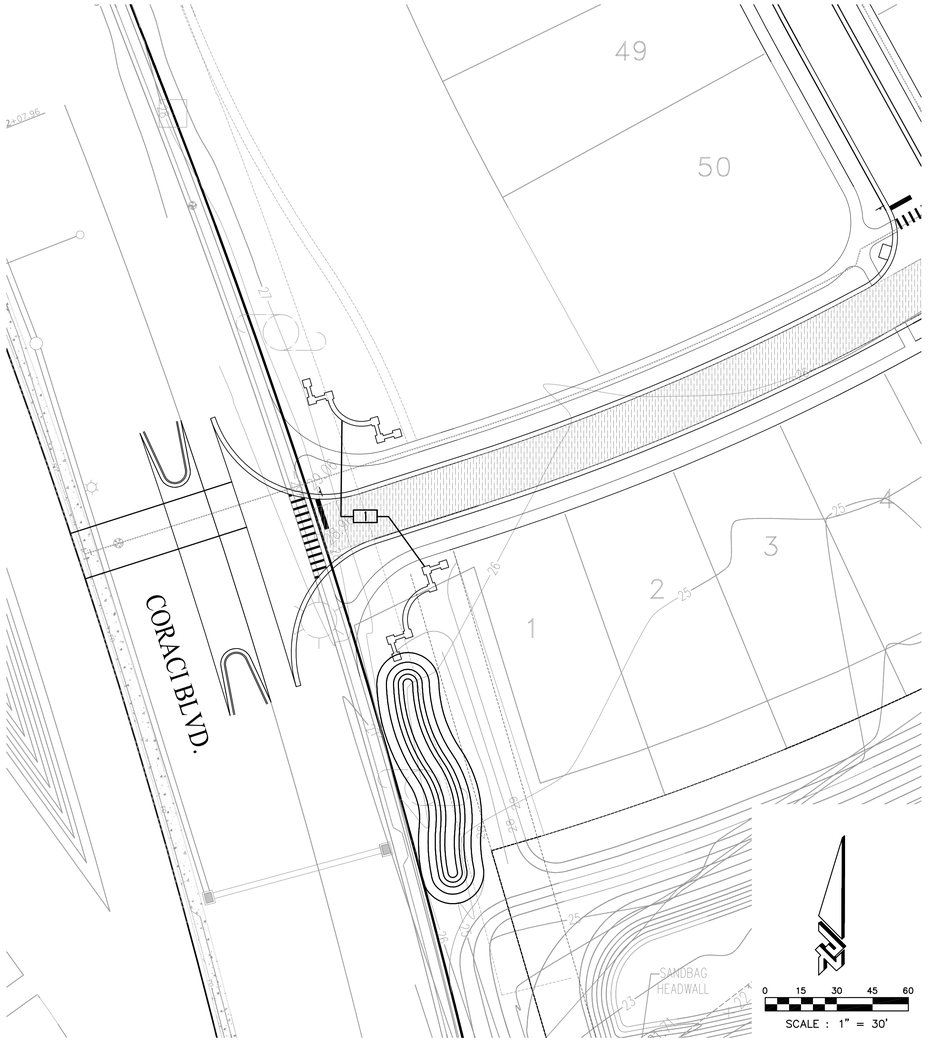
PROJECT NO: 09066 | DRAFTED BY: CM | CHECKED BY: RMH
ISSUE DATE: 7/7/15 | DRAWING FILE: 09066DET XREF'S: 09066TB
DESIGNED BY: MLR/RMH | XREF'S:

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C20 OF 20



ENTRY FEATURE - LAYOUT PLAN

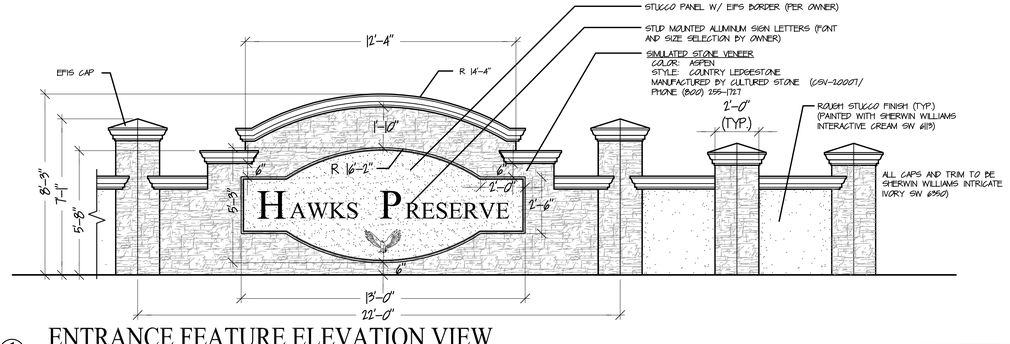
SCALE: 1" = 30'

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 (ADAG).
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. CONTROL JOINTS: UNLESS OTHERWISE EXPRESSLY APPROVED IN WRITING BY THE OWNER ALL CONTROL JOINTS SHALL BE TOOLED. SAW CUTTING WILL NOT BE ACCEPTABLE.
7. 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.
8. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES.
9. CONSTRUCTION JOINTS: CAULK ALL JOINTS BEFORE PAINTING.
10. 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.
11. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
12. INTENT: THESE DRAWINGS ARE DESIGN INTENT DRAWINGS ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.
13. 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.

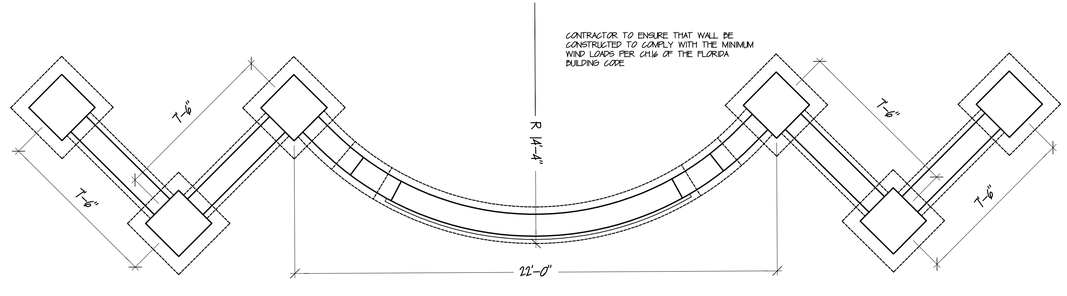
HARDSCAPE LEGEND

SITE AMENITIES	
1	ENTRANCE SIGNAGE (2) SEE DETAILS #1 & #2 THIS SHEET



① ENTRANCE FEATURE ELEVATION VIEW

SCALE: N.T.S.



② ENTRANCE FEATURE PLAN VIEW

SCALE: N.T.S.

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NO.	DATE	BY	DESCRIPTION

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE II
HARDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09066 | DRAFTED BY: AKS
ISSUE DATE: 9/17/14 | CHECKED BY: PM
DESIGNED BY: PM/AKS | DRAWING FILE: 09066 HA-0-E XREFS: 09066BASE

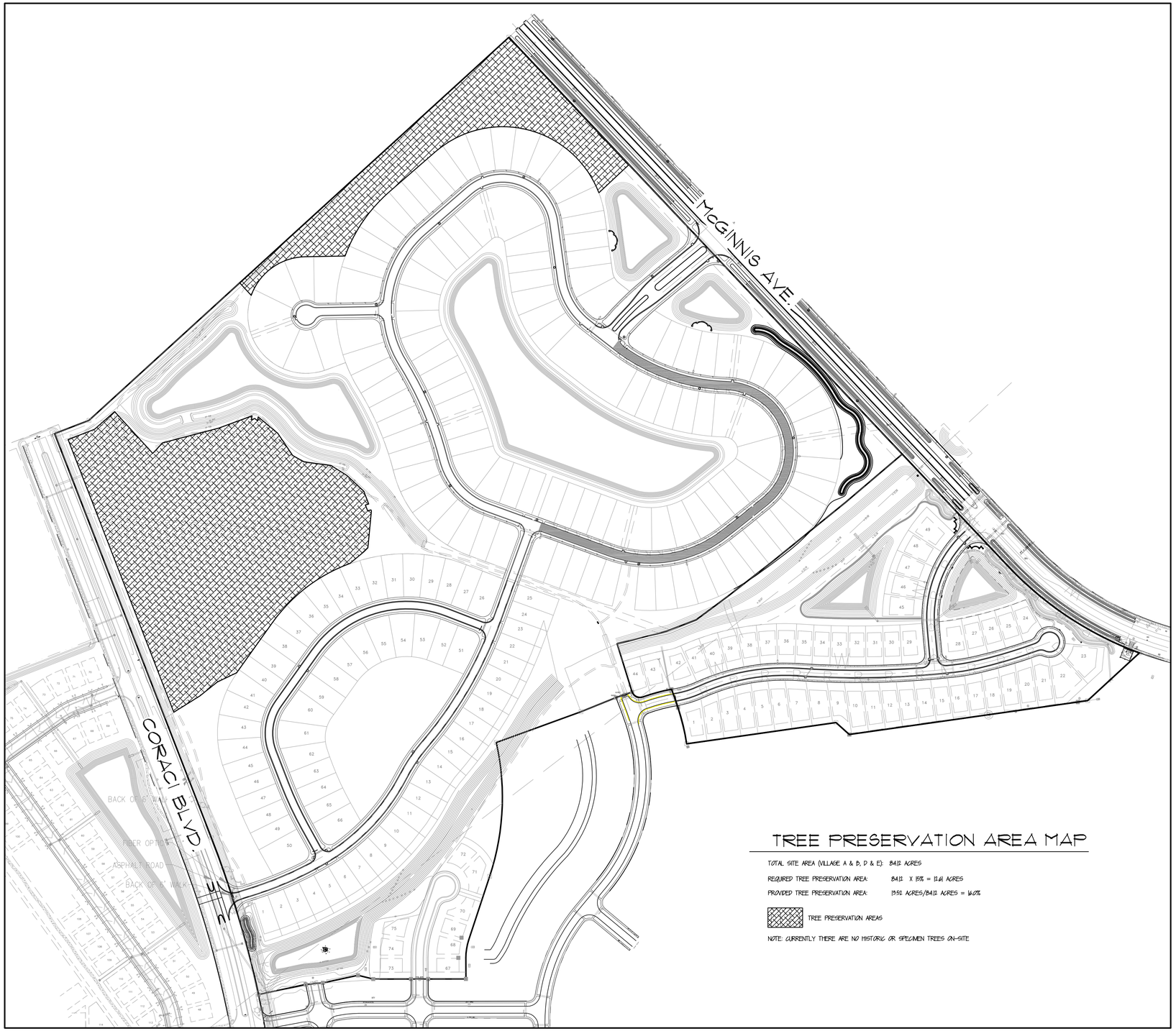
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: AS NOTED

SHEET HA1 OF 1



TREE PRESERVATION AREA MAP

TOTAL SITE AREA (VILLAGE A & B, D & E): 84.12 ACRES

REQUIRED TREE PRESERVATION AREA: 84.12 X 15% = 12.61 ACRES

PROVIDED TREE PRESERVATION AREA: 13.52 ACRES/84.12 ACRES = 16.0%

TREE PRESERVATION AREAS

NOTE: CURRENTLY THERE ARE NO HISTORIC OR SPECIMEN TREES ON-SITE

0 150 300

SCALE : 1" = 150'

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION PHASE II

TREE PROTECTION PLAN

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09066
DRAFTED BY: AKS
ISSUE DATE: 9/16/14
CHECKED BY: PM
DESIGNED BY: PM/AKS
DRAWING FILE: 09066 LA-D-E XREF'S: 09066BASE

FILE LOCATION -

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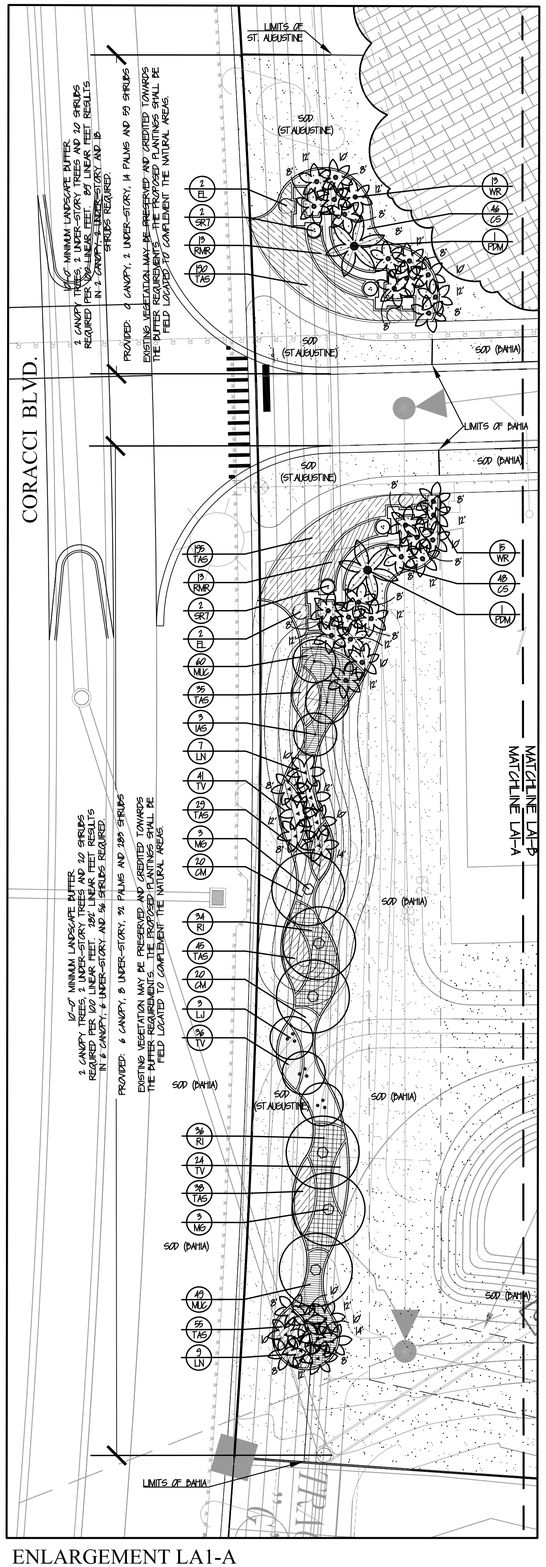
SCALE: N/A

SHEET TP1 OF 1



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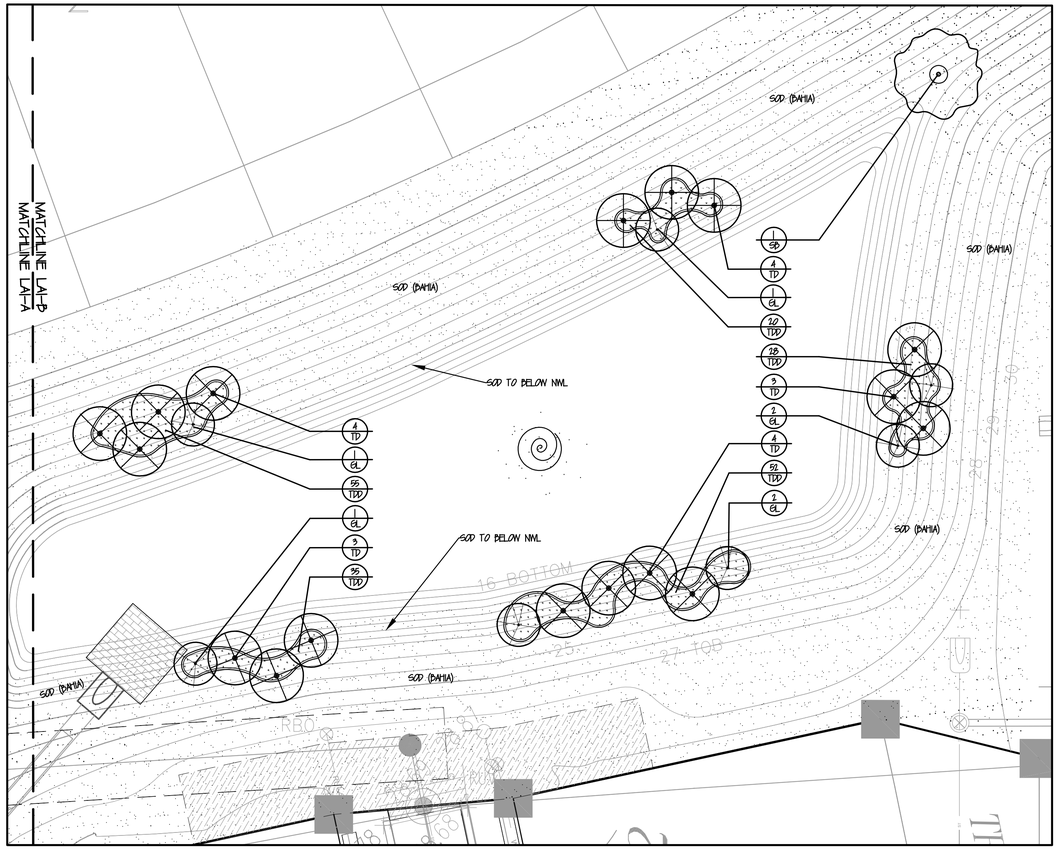

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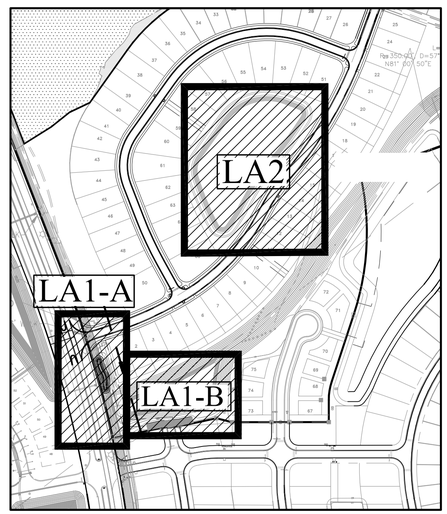

SHEET LAYOUT LEGEND

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: 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 #21 FOR INFO.
2. EXISTING PLANTS: IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, 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" SHREDDED PINE BARK MULCH, GRADE "B" OR BETTER. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING.
4. SOD: SOD SPECIES SHALL BE AS NOTED SPECIFIC TO AREAS IN WHICH LABELED. ALL SOD SHALL BE ROLLED. SEE IRRIGATION PLAN FOR SOD AREAS TO BE IRRIGATED/UN-IRRIGATED.
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. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
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 AND APPROVAL FROM 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 ACCEPTED. 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. ADDITIONALLY, IF PRESENT, THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. LASTLY, ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 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 CLODS, 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 AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF WEEDS FOR THE DURATION OF THE 90 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 BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" 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 PREFERS 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 GUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
14. CURVILINEAR: CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT 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 EXISTENCE 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 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE SHOULD WORK BE 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.

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. SEE IRRIGATION PLAN.

0 10 20 30 40
SCALE : 1" = 20'

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09068	DRAFTED BY: AKS
ISSUE DATE: 9/18/14	CHECKED BY: PM
DESIGNED BY: PM/AKS	DRAWING FILE: 09068 LA-DE 2015 - 03/09/15

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

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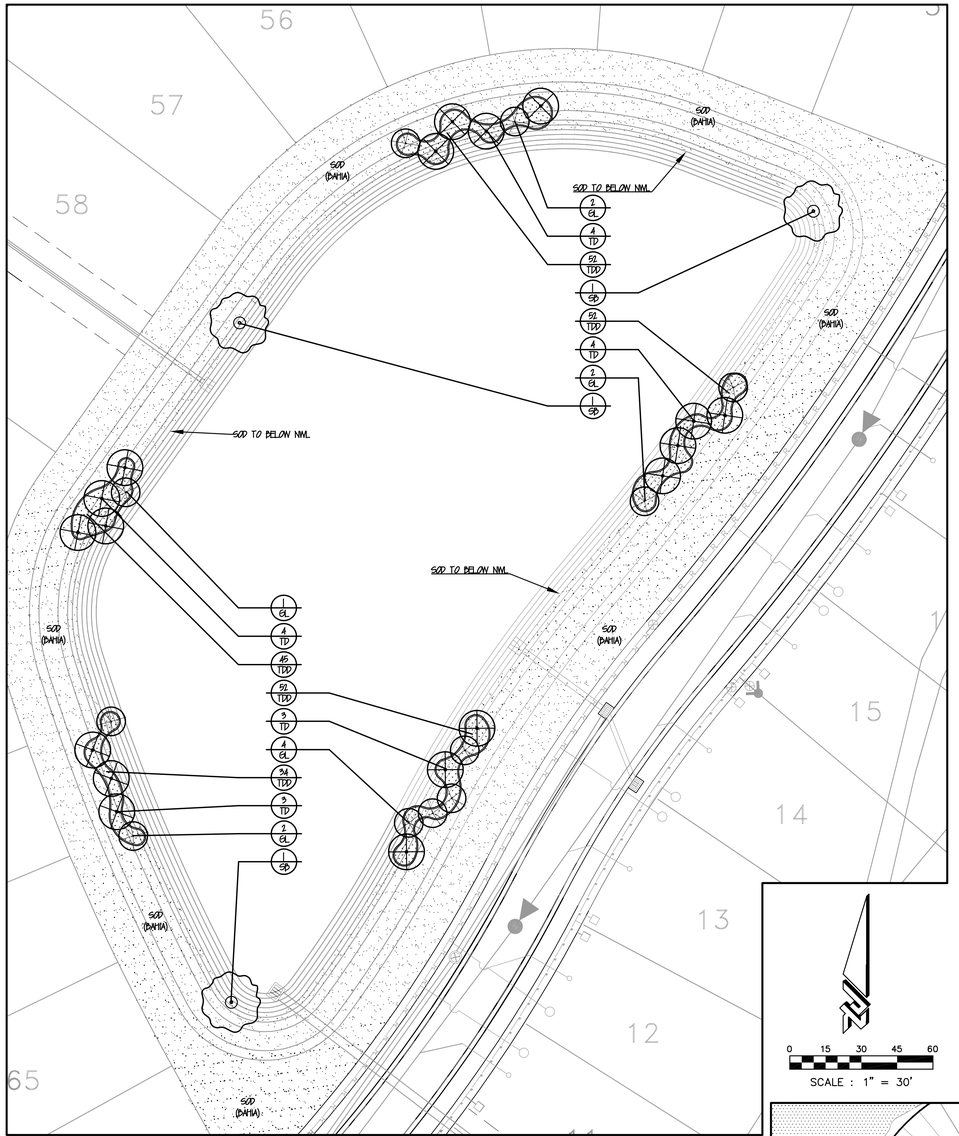

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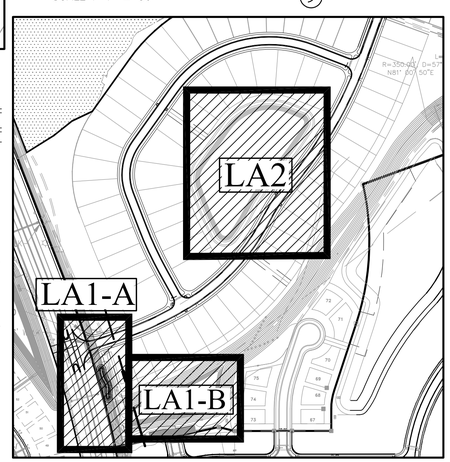
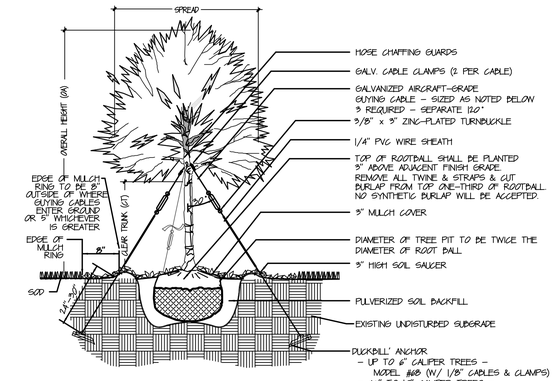


SHEET LAYOUT LEGEND

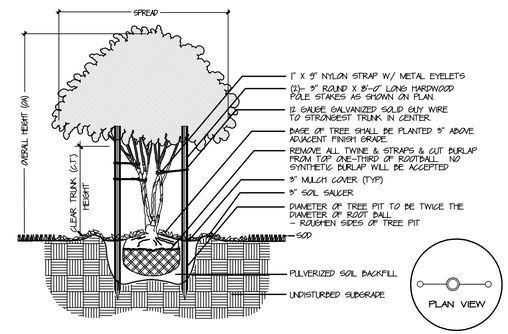
PLANT LIST

SYM.	QTY.	SPECIES	COMMON NAME	SPECIFICATIONS
TREES				
EL	4	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	30 GAL., 8' HT., 4' SPR., CONE TOPIARY
GL	18	GORDONIA LASIANTHUS	LOBLOLLY BAY	30 GAL., 2 1/2" CAL., 10' HT.
IAS	3	ILEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	30 GAL., 2 1/2" CAL., 10' HT.
LJ	3	LIGUSTRUM JAPONICA TREE FORM	LIGUSTRUM TREE	10' x 10' , M.T., 4' C.T., PRUNED
MG	6	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD. BLANCHARD MAGNOLIA	30 GAL., 2 1/2" CAL., 10' HT.
SB	4	SALIX BABYLONICA	WEEPING WILLOW	45 GAL., 2 1/2" CAL., 1 1/2" 10' HT.
TD	36	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL., 2 1/2" CAL., 10' HT.
PALMS				
LN	16	LIVISTONA NITIDA	CARNARVON GORGE PALM	SEE PLAN FOR CLEAR TRUNK HT.'S
PDM	2	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	16' C.T., SPECIMEN
WR	28	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12' C.T., MATCHED, REMOVE BOOTS 6'
SHRUBS & GROUNDCOVER				
CM	42	CARRISA MACROCARPA	DWARF NATAL PLUM	3 GAL., 18"-24" HT. X 18"-24" SPRD., 36" OC.
CS	94	CORTADERIA SELLOANA	DWARF PAMPASS GRASS	3 GAL., 24" HT. X 18" SPRD, 42" O.C., FULL
MLC	109	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	1 GAL., 18" HT. X 10" SPRD., 24" OC.
RI	70	RAPHIOLEPIS INDICA 'ALBA'	WHITE INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD., 30" OC.
RMR	26	ROSA 'MEIGALPIO'	RED DRIFT	3 GAL., 18" HT. X 24"-36" SPD., 30" OC.
SRT	4	STRELITZIA REGINAE	DWARF BIRD OF PARADISE	7 GAL., 36" HT., FULL, 5-7 LEAVES, 5' OC.
TAS	587	TRACHELOSPERUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE	1 GAL., 12" SPRD., 18" OC.
TDD	425	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL., 18" HT. X 18" SPRD., 36" OC.
TV	101	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" SPRD., 18" OC.



1 TREE PLANTING DETAIL

SCALE: N.T.S.



3 MULTI-TRUNK TREE PLANTING DETAIL

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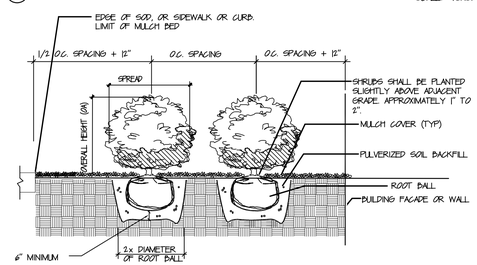
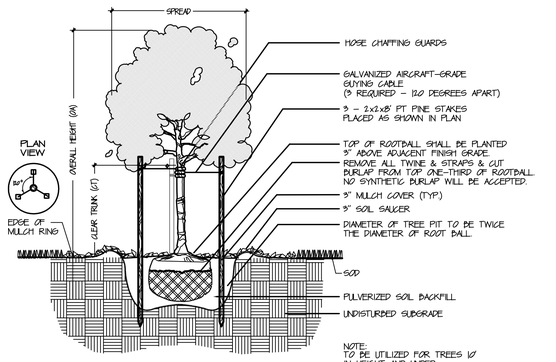


5 SHRUB PLANTING DETAIL

SCALE: N.T.S.



2 SMALL TREE PLANTING DETAIL

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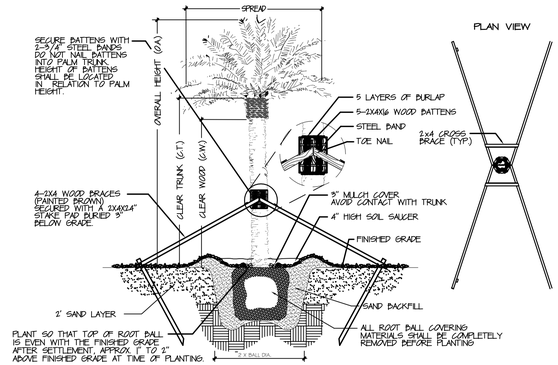
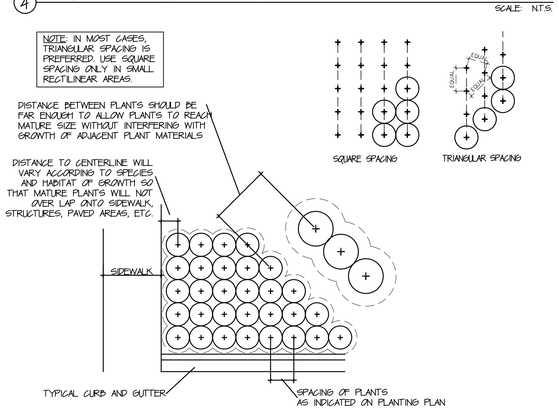


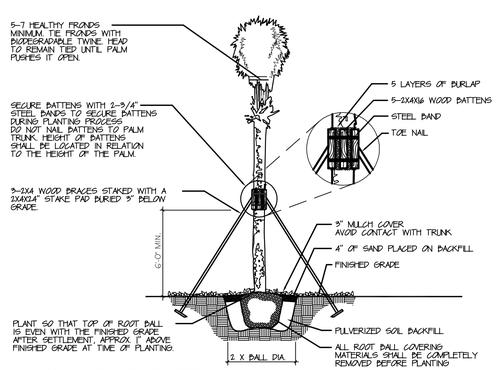
4 DATE PALM TREE PLANTING DETAIL

SCALE: N.T.S.



6 TYPICAL PLANT SPACING DETAIL

SCALE: N.T.S.



7 PALM PLANTING DETAIL

SCALE: N.T.S.

8 INTERIOR CURB ISLAND GRADING DETAIL

SCALE: N.T.S.

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO.: 09066 | DRAFTED BY: AKS | DRAWING FILE: 15066 LA-DE
ISSUE DATE: 9/16/14 | CHECKED BY: PM | XREFS: 15066 LA2
DESIGNED BY: PM/AKS

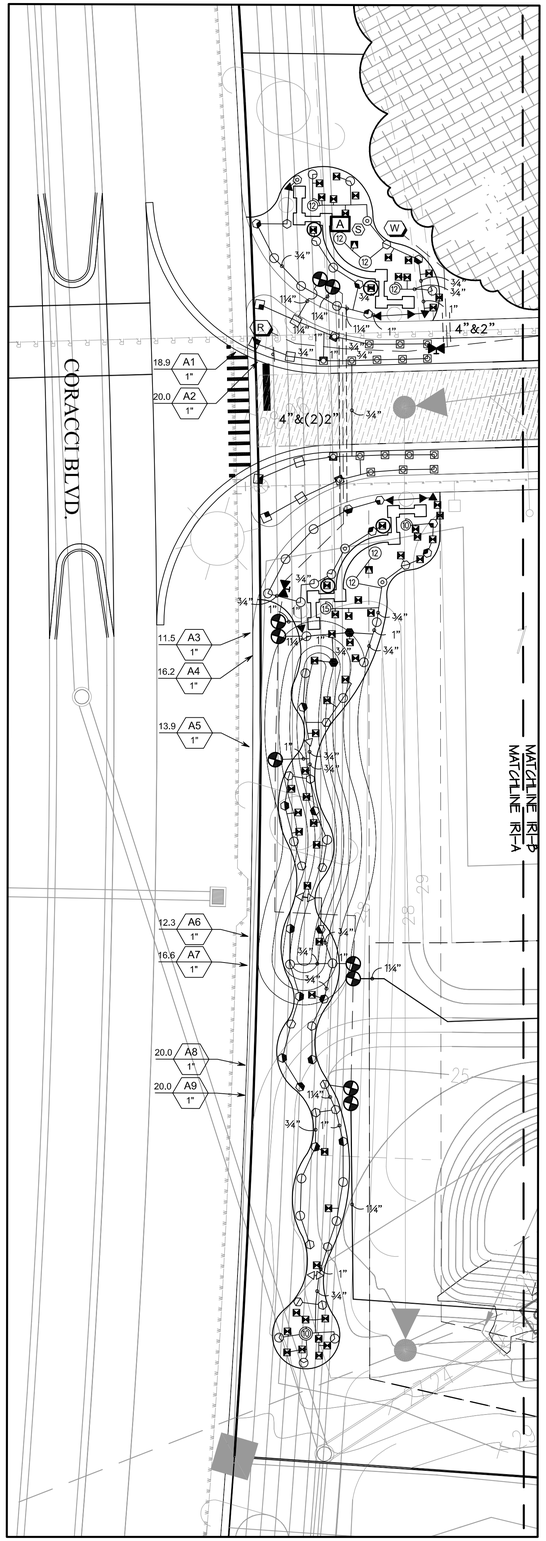
FILE LOCATION -

SEAL

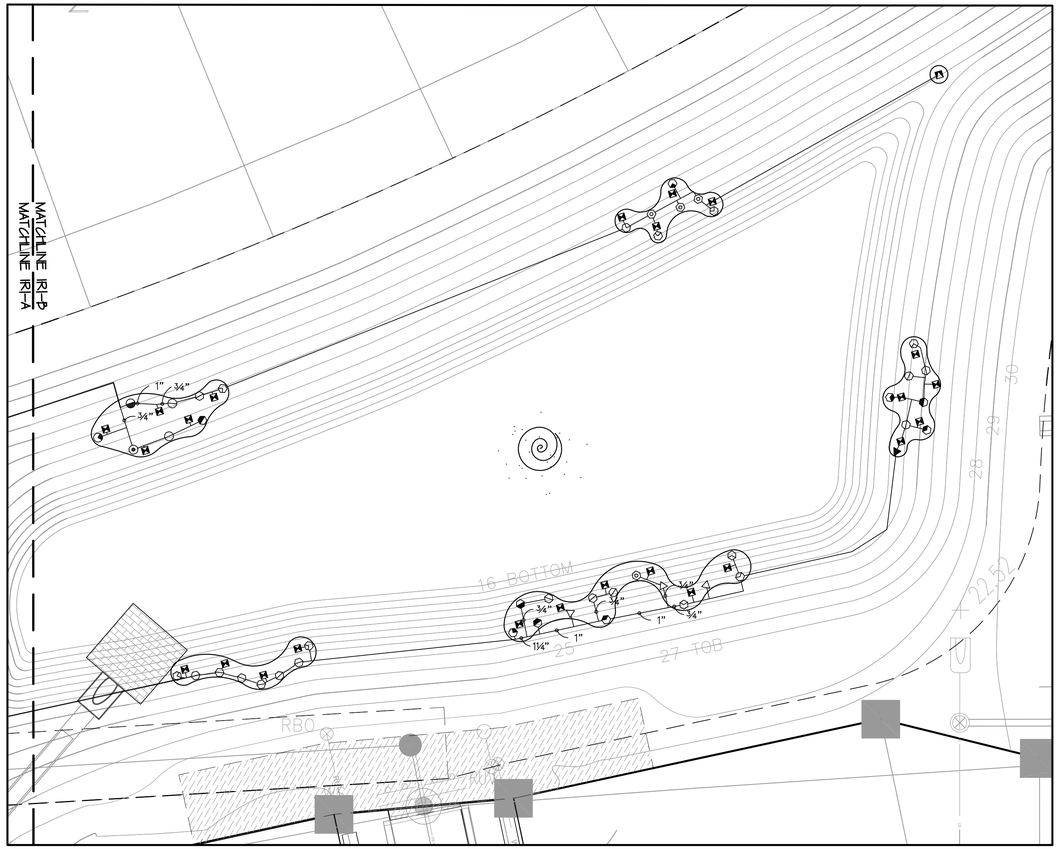
NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET LA2 OF 2



ENLARGEMENT IR1-A



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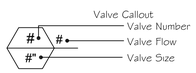


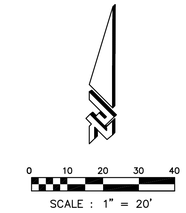
WATERING SCHEDULE CONTROLLER A

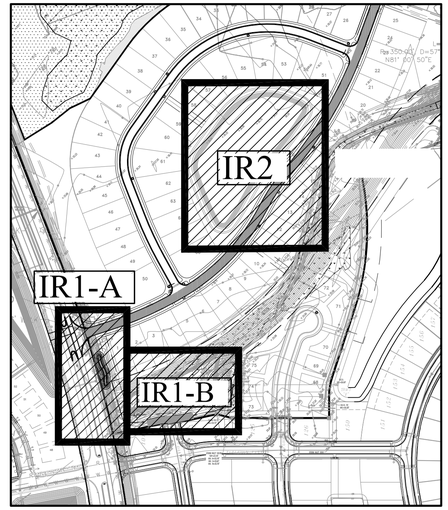
ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) – NOV (1ST SUNDAY) DAYS – MINUTES	NOV (1ST SUNDAY) – MAR (2ND SUNDAY) DAYS – MINUTES	TYPE
1	18.9	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
2	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
3	11.5	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
4	16.2	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
5	13.9	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
6	12.3	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
7	16.6	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
8	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
9	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
10	17.4	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
11	12.3	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
12	10.6	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
13	13.4	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME

1,100 SQ. FEET TURF MEDIUM WATER VOLUME IRRIGATION AREA
9,120 SQ. FEET SHRUBS LOW WATER VOLUME IRRIGATION AREA
15,000+ SQ. FEET UNIRRIGATED TURF AREA

NO WATERING TO TAKE PLACE BETWEEN THE HOURS OF 10:00AM – 4:00PM

Crawford Irrigation Design, Inc
IRRIGATION DESIGN AND CONSULTATION SERVICES
Edgewater, Florida
Tel: (386) 424–0027
EMAIL: cid@atlantic.net





SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE II
IRRIGATION PLAN & DETAILS
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
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PROJECT NO: 09066
DRAFTED BY: JC
ISSUE DATE: 9/16/14
CHECKED BY: PM
DESIGNED BY: JC
DRAWING FILE: 09066 IR-D-E
XREF'S: 09066BASE

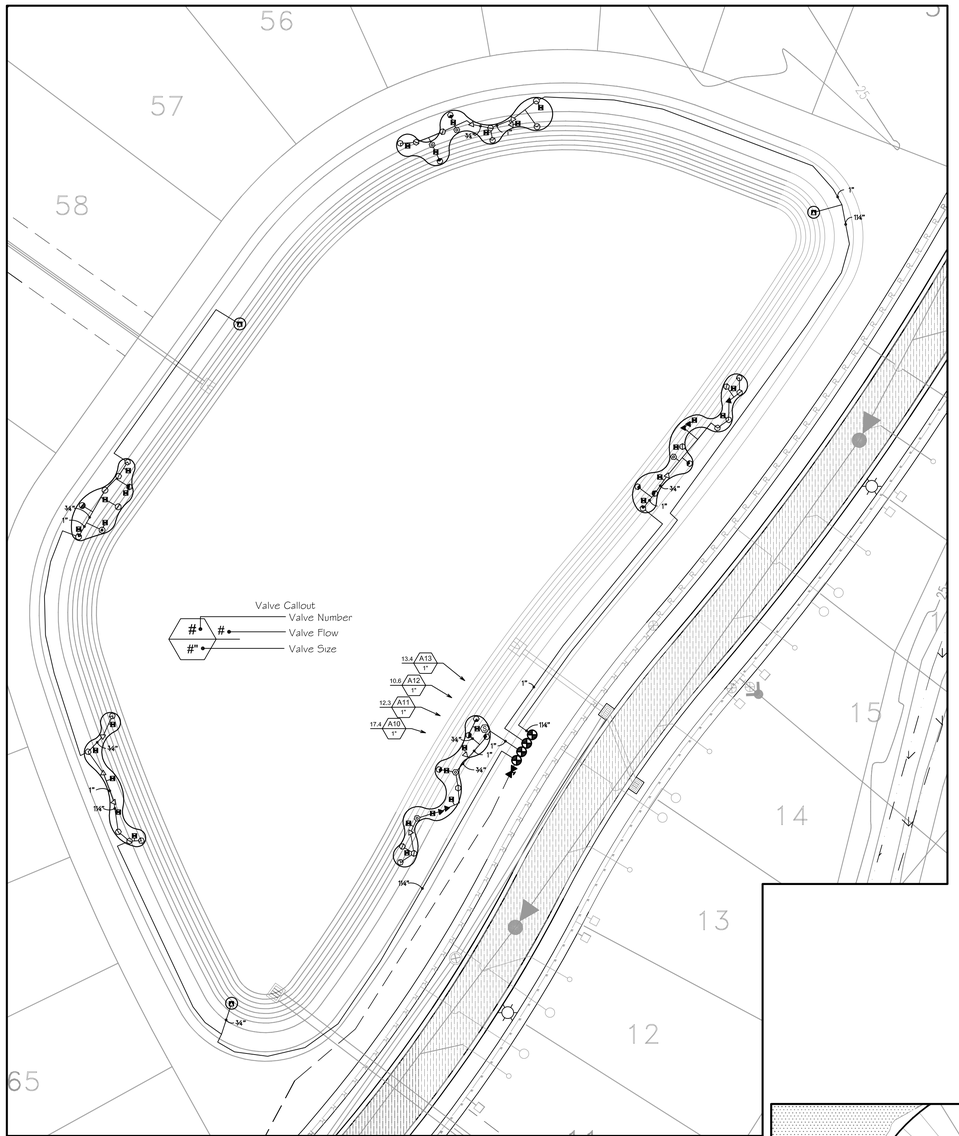
FILE LOCATION -

SEAL

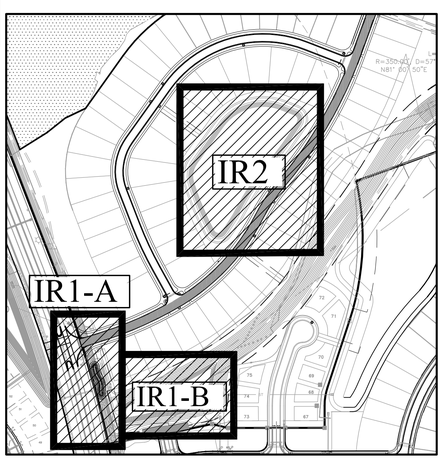
NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR1 OF 3



ENLARGEMENT IR2



SHEET LAYOUT LEGEND

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird RD-06-S-P30-NP 8 Series MPR	10	180	30	0.52	8'
	Rain Bird RD-06-S-P30-NP 8 Series MPR	4	90	30	0.26	8'
	Rain Bird RD-06-S-P30-NP 10 Series MPR	4	180	30	0.79	10'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	4	180	30	1.30	12'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	2	90	30	0.92	15'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	2	120	30	1.23	15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	14	EST	30	0.61	4'x15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	17	SST	30	1.21	4'x30'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	41	180	30	0.52	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	14	90	30	0.26	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	7	120	30	0.35	8'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	2	360	30	1.58	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	21	180	30	0.79	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	7	90	30	0.39	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	13	120	30	0.53	10'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	22	180	30	1.30	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	7	90	30	0.65	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	7	120	30	0.87	12'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	2	180	30	1.85	15'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	2	90	30	0.92	15'
	Rain Bird RD-12-S-P30-NP 12 Series HE VAN	3	Adj	30		12'
	Rain Bird RD-12-S-P30-NP 15 Series HE VAN	2	Adj	30		15'
	Rain Bird RD-12-S-P30-NP 8 Series VAN	10	Adj	30		8'
(10)	Rain Bird RD-12-S-P30-NP 10 Series MPR	1	360	30	1.58	10'
(10)	Rain Bird RD-12-S-P30-NP 10 Series MPR	1	90	30	0.39	10'
(12)	Rain Bird RD-12-S-P30-NP 12 Series MPR	2	90	30	0.65	12'
(15)	Rain Bird RD-12-S-P30-NP 15 Series MPR	1	90	30	0.92	15'
(12)	Rain Bird RD-12-S-P30-NP 12 Series HE VAN	4	Adj	30		12'
	Rain Bird 1401 Bubbler	110	360	30	0.25	1'
	Two Rain Bird 1401 Bubbler	6	360	30	2x.25	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-R in 12" Purple Valve Box	13
	Nibco T-113 1-1/2" Isolation Valve in 12" Purple Valve Box	3
A	Rain Bird ESP16LXME 16 Station Controller	1
S	Rain Bird RSD-BEx Rain Sensor	1
R	Reclaim Water Meter 1" to produce 20 gpm @ 50 psi	1
W	4" Well and Pump see note 27	1
	Irrigation Lateral Line: PVC Class 160 Purple	3,900 l.f.
	Irrigation Mainline: PVC 1-1/2" Schedule 40 Purple	1,000 l.f.
	Pipe Sleeve: PVC Schedule 40 Extend sleeves 18 inches beyond edges of paving or construction.	

IRRIGATION CONTRACTOR RESPONSIBLE FOR THEIR OWN TAKE OFF

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NO.	DATE	DESCRIPTION	BY

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
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PROJECT NO.: 09068
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: PM
DRAWING FILE: 09068 IR-2-E
XREFS: 09068BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

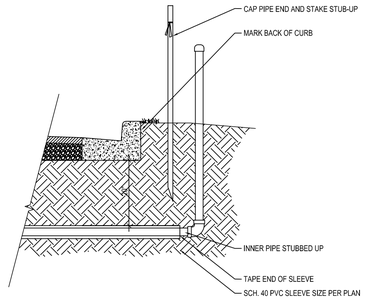
SCALE: N/A

SHEET IR2 OF 3

IRRIGATION NOTES

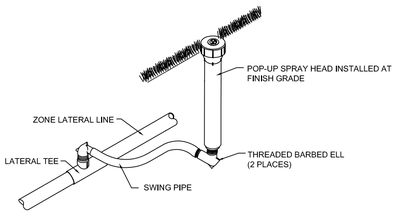
1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS – CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS–FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
13. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
14. ALL IRRIGATION CONTROL WIRE SHALL BE SINGLE STRAND 14 GAUGE. ALL WIRE SPLICES SHALL BE MADE WITH 3M–DBY CONNECTORS OR APPROVED EQUAL.
15. OWNER WILL DETERMINE CONTROLLER LOCATION AND PROVIDE ELECTRIC SERVICE WITHIN 20' OF LOCATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION FROM THE ELECTRICAL SERVICE TO THE IRRIGATION CONTROLLER.
16. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'–0" FROM BACK OF CURB OR EDGE OF PAVEMENT. VALVE BOXES SHALL INDICATE ZONE NUMBER ON LIDS.
17. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES.
18. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION CONTROL WIRE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
19. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL SLEEVING.
20. ALL UNSIZED PIPE SHALL BE 3/4".
21. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 16" UNLESS NOTED OTHERWISE.
22. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 20" UNLESS NOTED OTHERWISE.
23. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS–BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS–BUILT" DRAWINGS.
24. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON–SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
25. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
26. IRRIGATION CONTRACTOR SHALL VERIFY METER IS CAPABLE OF FLOW AND PRESSURE PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. CONTRACT THE IRRIGATION DESIGNER WITH THE AVAILABLE FLOW AND PRESSURE IF THE METER DO NOT MEET THE REQUIREMENTS SHOWN IN THE LEGEND FOR THE METERS. WATER METERS TO BE PROVIDED BY THE OWNER.
27. IRRIGATION BACK UP WELL SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AS PART OF THE IRRIGATION SYSTEM INSTALLATION CONTRACT. IRRIGATION WELL SHALL BE 4" WELL WITH A PUMP CAPABLE OF PRODUCING 30 GPM AT 60 PSI. THE SYSTEM SHALL INCLUDE A WILKINS 1–1/2" DOUBLE CHECK VALVE ASSEMBLY, CYCLE STOP CSV2W, WX102 TANK AND TORO T–ALFD10150–L FILTER. ALL EQUIPMENT SHALL BE INSTALLED IN HOT BOX ENCLOSURE ON CONCRETE PAD. THE OWNER SHALL DETERMINE FINAL WELL LOCATION AND PROVIDE ELECTRICAL SERVICE TO THE LOCATION. WELL DRILLER SHALL BE RESPONSIBLE FOR CONNECTION OF THE ELECTRICAL SERVICE TO THE PUMP. THE WELL WILL BE USED AS BACK UP WATER SOURCE FOR CONTROLLER B IRRIGATION ZONES WHEN RECLAIMED WATER IS UNAVAILABLE.
28. INSTALL RECLAIM WATER ADVISORY SIGNS PER CITY OF PORT ORANGE REQUIREMENTS.

PROVIDE MEASUREMENTS FROM 2 REFERENCE POINTS TO STUB UP ON THE AS-BUILD DRAWING



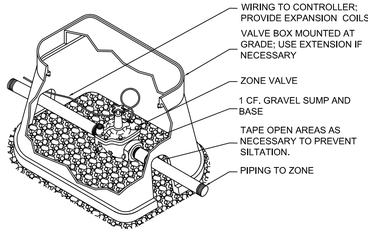
SLEEVING ROUGH-IN DETAIL

SCALE: NTS



SPRAY HEAD INSTALLATION DETAIL

SCALE: NTS

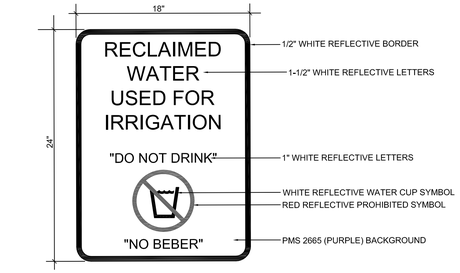


INSTALL TOP OF VALVE A MAXIMUM OF 15" FROM FINISHED GRADE.

ZONE VALVE INSTALLATION DETAIL

SCALE: NTS

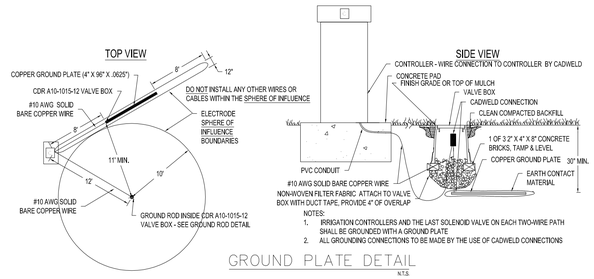
SIGNS SHALL BE DIMENSIONED AS SHOWN. SIGNS MUST BE ALUMINUM AND HAVE A MINIMUM OF .063 GAGE. DEVIATIONS TO THIS SIGN LAYOUT SHALL BE SUBMITTED TO THE IRRIGATION DESIGNER OR LANDSCAPE ARCHITECT FOR APPROVAL.



ALL SIGNS MUST BE VISIBLY POSTED AT EACH ENTRANCE AND BE A MINIMUM OF 24" ABOVE FINISHED GRADE OF ROAD CROWN AND WITHIN 5 FEET OF EDGE OF CURB.

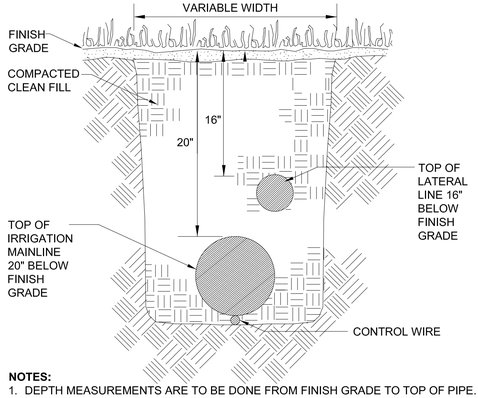
RECLAIMED WATER ADVISORY SIGN DETAIL

NOT TO SCALE



GROUND PLATE DETAIL

N.T.S.



NOTES:
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

TRENCHING DETAIL

N.T.S.

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ORMOND BEACH
300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
(386) 677-2662 FAX (386) 677-2665

ST. AUGUSTINE
4475 U.S. 1 S, STE # 601 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
914 ATLANTIC AVE., STE 2 FERNANDINA BEACH, FL 32034
(904) 491-4908 FAX (904) 491-4159

NO.	DATE	DESCRIPTION	BY

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066 | DRAFTED BY: JC | DRAWING FILE: 09066 IR3-E | XREFS: 09066BASE
ISSUE DATE: 9/16/14 | CHECKED BY: PM
DESIGNED BY: JC

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR3 OF 3

COMMON OPEN SPACE

PUBLIC ACCESS TRAIL

PLAT BOUNDARY

SITE CALCULATIONS

TOTAL SITE AREA	96.03 AC
OPEN SPACE REQUIRED (96.03 X 40% = 38.42)	38.42 AC
COMMON OPEN SPACE PROVIDED	
R.O.W. TO STREET	*5.49 AC*
PARKS	*3.50 AC*
AMENITY CENTER	*1.95 AC*
PUBLIC ACCESS AREAS	*28.05 AC*
OPEN SPACE PROVIDED	38.99 AC (40%)

SINGLE FAMILY

PHASE I (50'x125')	119 LOTS
PHASE II (50'x125')	75 LOTS
VILLAGE C (50'x115')	49 LOTS
TOTAL	243 LOTS

NOTES:

1. PER CHAPTER 17, SEC 27 (d)(6) OF THE LDC THE BUILDING COVERAGE CAN BE INCREASED TO 50% BECAUSE 100% OF THE REQUIRED OPEN SPACE (38.42 ACRES) IS DEVELOPED AS COMMON OPEN SPACE.
2. RESIDENTS WILL BE ALLOWED TO ACCESS AND USE ALL COMMON OPEN SPACE AREAS BEHIND LOTS.

0 100 200 300 400

SCALE : 1" = 200'

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ORMOND BEACH
300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE # 601 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1699 SOUTH 14 ST., STE #12 FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-5479

NO.	DATE	DESCRIPTION	BY
1	09-11-12	REVISED PER CLIENTS REQUEST	AWA
2.	11-3-14	REVISED PER CLIENTS REQUEST	SMG
3.	1-12-15	REVISED PER COMMENTS, DATED 12-3-2014	SMG
4.	4-10-15	REVISED PER VILLAGES CHANGED TO PHASES	SMG

REVISIONS:

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

HAWKS PRESERVE @ PORT ORANGE PLANTATION OPEN SPACE EXHIBIT

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 09066
ISSUE DATE: 09/11/12
DESIGNED BY: PM
DRAFTED BY: PM
CHECKED BY: PM
DRAWING FILE: 09066-RV_11-3-14
XREFS:

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 200'

SHEET OS1 OF 1

Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	Hawks Preserve at Port Orange Plantation - Phase II
Site Address:	North of Town West Blvd., between Coraci Blvd. & McGinnis Ave.
City Case No.	14-50000007
Zoning District	Planned Community—Agricultural (PC-A) District
TIA Report Date	April 3, 2006 (updated April 2015)
TIA Prepared by:	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	April 28, 2015
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Est. Date of Impact	2018

Developer:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard Suite 400, Orlando Florida 32822

Land Owner:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard Suite 400, Orlando Florida 32822

Original Property –Port Orange Plantation Phases III, IV, and V (2006)

Total Acreage:	66.5 acres
Parcel Number(s):	Portion of 6213-00-00-0013 & 6213-00-00-0032
Legal Description	Legible real property legal description and sketch attached as **EXHIBITS B-1, B-2, & B3**.

Amended Property – Hawks Preserve at Port Orange Plantation - Phase II (2015)

Total Acreage:	23.7 acres
Parcel Number(s):	Portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-4**.

Development Exhibit A-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Hawks Preserve at Port Orange Plantation - Phase II
City Case No.:	14-50000007
TIA Report Date:	April 3, 2006 (restated 2015)
TIA Prepared by (Firm):	Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	April 28, 2015
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Estimated Date of Impact:	2018

Contribution Calculations: Adjusted April 28, 2015

				Port Orange Plantation, Ph III, IV, & V (2006) [4]			Port Orange Plantation, Ph III (2006) [5]			Hawks Preserve, Ph II (2015) [6]			Remaining (2015)	
Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio [4]	% of Cost [4]	Fair-Share Cost Paid [4]	DT/CI Ratio [5]	% of Cost [5]	Fair-Share Contribution for P.O. Plantation Phase III (2006) [5]	DT/CI Ratio [6]	% of Cost [6]	Fair-Share Contribution for Hawks Preserve at Port Orange Plantation - Phase II (2015) [6]	Remaining DT/CI Ratio (2015)	Remaining Fair-Share Paid Balance (2015)
Dunlawton/Taylor at I-95[1] PRVCF OR Bk 5709 Pg 4728	N/A	N/A	$2,548,708.81	18/930	1.94%	$49,444.95	5/930	0.54%	$13,763.03	6/930	0.65%	$16,566.61	7/930	$19,115.31
Dunlawton/Clyde Morris[1] [2] PRVCF OR Bk 5709 Pg 4732	N/A	N/A	$810,967.48	7/164	4.27%	$34,628.31	2/164	1.22%	$9,893.80	3/164	1.83%	$14,840.71	2/164	$9,893.80
Town West/Williamson[2] PRVCF OR Bk 5709 Pg 4735	$427,800.00	N/A	N/A	34/360	9.44%	$80,770.00 [7]	9/360	2.50%	$10,695.00 [7]	12/360	3.33%	$14,245.74 [7]	13/360	$55,829.26 [7]
Summertrees Road[3] PRVCF OR Bk 5709 Pg 4736	N/A	N/A	$3,152,938.60	13/860	1.51%	$47,609.37	3/860	0.35%	$11,035.29	5/860	0.58%	$18,287.04	5/860	$18,287.04
TOTAL						$212,452.63			$45,387.12			$63,940.10		$103,125.41

[1] FDOT Project Participant
[2] County Road Project Participant
[3] City Project Participant *Eligible for City trans. impact fee credits*
[4] Port Orange Plantation Phases III, IV, and V – 210 single-family units or 214 trips (Case No. 05-50000014, 05-50000015, and 05-50000016)
[5] Port Orange Plantation Phase III – 53 single-family units or 54 trips (Case No. 05-50000014)
[6] Hawks Preserve at Port Orange Plantation - Phase II – 75 single-family units or 77 trips (Case No. 14-50000007)
[7] Represents a 200% multiplier

Planning Review: Tim Burman Date 5-6-15

Finance Review: Lisa A. Pallant Date 5-6-15

Development Exhibit A-2

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, and 4/28/2015
Transportation Concurrency and Fair Share –

Exhibit B-1

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE III

A PORTION OF SECTION 13, 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 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET; THENCE S89°37'10"E, 943.73 FEET TO THE POINT OF BEGINNING; THENCE N00°05'09"W, 173.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°22'55", A CHORD OF 201.76 FEET, AND A CHORD BEARING OF N05°16'36"W; THENCE ALONG SAID CURVE 202.04 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N10°28'04"W, 48.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 48°20'15", A CHORD OF 397.14 FEET, AND A CHORD BEARING OF N13°42'04"E; THENCE ALONG SAID CURVE 409.17 FEET; THENCE N33°43'47"E, 50.28 FEET; THENCE N39°43'49"E, 87.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVIG A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 32°49'49", A CHORD OF 118.69 FEET, AND A CHORD BEARING OF N56°08'43"E; THENCE ALONG SAID CURVE 120.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 32°55'48", A CHORD OF 221.07 FEET, AND A CHORD BEARING OF N56°05'44"E; THENCE ALONG SAID CURVE 224.15 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N39°37'50"E, 430.78 FEET; THENCE N81°54'08"E, 412.47 FEET; THENCE S08°05'52"E, 160.00 FEET; THENCE S81°54'08"W, 89.42 FEET; THENCE S00°05'09"E, 637.66 FEET; THENCE N89°37'10"W, 751.75 FEET; THENCE S00°05'09"E, 695.37 FEET; THENCE N89°37'10"W, 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 762,223 SQUARE FEET = 17.50 ACRES MORE OR LESS

Exhibit B-2

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE IV

A PORTION OF SECTION 13, 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 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET; THENCE S84°58'25"E A DISTANCE OF 827.77 FEET; THENCE S74°14'44"E A DISTANCE OF 107.31 FEET; THENCE S82°47'32"E A DISTANCE OF 50.47 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF S17°35'40"W; THENCE ALONG SAID CURVE 35.88 FEET; THENCE S44°41'58"E A DISTANCE OF 42.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF S32°36'53"E; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF S16°33'19"E; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03", A CHORD OF 390.59 FEET, AND A CHORD BEARING OF S02°49'41"W; THENCE ALONG SAID CURVE 395.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S18°14'13"W A DISTANCE OF 195.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 18°19'22", A CHORD OF 52.54 FEET, AND A CHORD BEARING OF S09°04'32"W; THENCE ALONG SAID CURVE 52.77 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S00°05'09"E A DISTANCE OF 61.59 FEET; THENCE S89°54'51"W A DISTANCE OF 270.00 FEET; THENCE N76°06'35"W A DISTANCE OF 45.69 FEET; THENCE S77°50'05"W A DISTANCE OF 105.00 FEET; THENCE S84°53'04"W A DISTANCE OF 50.39 FEET; THENCE S77°43'28"W A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,141,776 SQUARE FEET ± 26.21 ACRES MORE OR LESS

Exhibit B-3

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE V

A PORTION OF SECTION 13, 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 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N21°11'11"W A DISTANCE OF 248.83 FEET THENCE N68°48'49"E A DISTANCE OF 106.93 FEET; THENCE N47°36'36"E A DISTANCE OF 803.39 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG SAID CURVE 82.06 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET; THENCE S41°34'52"E A DISTANCE OF 50.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 20°12'49", A CHORD OF 521.19 FEET, AND A CHORD BEARING OF S30°36'58"E; THENCE ALONG SAID CURVE 523.90 FEET TO A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 09°24'26", A CHORD OF 86.10 FEET, AND A CHORD BEARING OF S74°55'44"W; THENCE ALONG SAID CURVE 86.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°54'30", A CHORD OF 34.70 FEET, AND A CHORD BEARING OF N65°49'14"W; THENCE S71°08'37"W A DISTANCE OF 50.07 FEET; THENCE S68°01'12"W A DISTANCE OF 110.00 FEET; THENCE S69°58'54"W A DISTANCE OF 262.23 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF N16°33'19"W; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF N32°36'53"W; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N44°41'58"W A DISTANCE OF 42.32 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF N17°35'40"E; THENCE ALONG SAID CURVE 35.88 FEET; THENCE N82°47'32"W A DISTANCE OF 50.47 FEET; THENCE N74°14'44"W A DISTANCE OF 107.31 FEET; THENCE N84°58'25"W A DISTANCE OF 827.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 994,402 SQUARE FEET ± 22.83 ACRES MORE OR LESS

Exhibit B-4

DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°36'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°29'16" AND A CHORD BEARING OF S21°41'33"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N69°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 262.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03" AND A CHORD BEARING OF S02°49'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'09"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°30'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 23.202 ACRES, MORE OR LESS.

This Instrument Prepared By:
Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, Florida 32129

Please return recorded document to:
D.R. Horton, Inc.
Attn: Mike McQuarrie
6200 Lee Vista Boulevard Suite 400
Orlando, FL 32822

Parcel ID: 6213-00-00-0013
6213-00-00-0012
6213-00-00-0032

RELEASE OF TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS and EGRESS
(Hawks Preserve at Port Orange Plantation – Phase II)

THIS RELEASE OF EASEMENT ("Release") is made this ____ day of _____, 2015, between **THE CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange, Florida 32129, hereinafter sometimes referred to as "City," and **PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation not for profit, mailing address: c/o Sentry Management, 2180 West S.R. 434, Suite 5000, Longwood, Florida 32779, hereinafter sometimes referred to as "HOA."

WITNESSETH:

That the City and the HOA, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, do hereby remise, release, and quit claim unto D.R. HORTON, INC., a Delaware corporation, its successors and assigns forever, all the right, title, interest, claim and demand which the City and HOA acquired by virtue of the following:

1. Temporary Easement, Drainage, Maintenance, Utility, Access, Ingress and Egress Easement recorded in O.R. Book 5881, Page 1413, Public Records of Volusia County, Florida.

2. Temporary Easement, Drainage, Maintenance, Utility, Access, Ingress and Egress Easement recorded in O.R. Book 5881, Page 1418, Public Records of Volusia County, Florida.

as to the following described piece or parcel of land, sometimes identified by parcel numbers 6213-00-00-0013, 6213-00-00-0012 and 6213-00-00-0032, situate, lying and being in the County

of Volusia, State of Florida, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the City and the HOA, either in law or in equity to the only proper use, benefit and behoof of Grantees forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has hereunto caused this Release of Easement to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

_____

By:_____
Allen Green, Mayor

_____
Printed Witness Name:

_____

_____
Printed Witness Name:

_____

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

_____ *(Corporate Seal)*

_____
Printed Witness Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, and who: [_] is personally known to me, or [_] has provided the following identification _____.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as City Clerk, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, and who: [_] is personally known to me, or [_] has provided the following identification _____.

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

WITNESSES:

PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

_____ By: _____

Print Name: _____ Gina Treadway, President

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2015, by Gina Treadway, as President of **PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, who acknowledges that she is duly authorized to execute the foregoing Release on behalf of the HOA, and who is personally known to me.

_____

Notary Public, State of Florida at Large

Printed Name, Commission and Term Expiration Date:

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°55'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°29'16" AND A CHORD BEARING OF S21°41'33"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N69°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 262.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03" AND A CHORD BEARING OF S02°49'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22'; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'09"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°50'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.

PG 4470/4470

07/26/2006 11:16 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2006-189648 # 1
Book: 5881
Page: 1413

This Document Prepared By:
Harpster Engineering and Surveying, Inc.
436 N. Grandview Ave., Daytona Beach, FL 32118

Please Return Recorded Document to:
To: Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2001)

Portion of Parcel# 6213-00-00-0032

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS EASEMENT

THIS INDENTURE made this 21st day of July, 2006, by and between D.R. Horton, Inc. – Jacksonville, a Delaware corporation, authorized to transact business in the State of Florida, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, referred to herein as "Grantor," and the City of Port Orange, Florida, a chartered municipal corporation in Volusia County, Florida having its principal place of business located at 1000 City Center Circle, Port Orange, FL 32129 and the PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, collectively referred to herein as "Grantee."

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells, conveys unto the Grantee, its successors and assigns, a TEMPORARY EASEMENT FOR DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS ("Easement") through, under, over and across a portion of real property located in Volusia County, Florida, and being more particularly described and graphically depicted on Exhibit "A" attached hereto and made a part hereof by reference ("Easement Premises").

The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right to access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee; PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (Association), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement premises to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation.

It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a plat, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor herein named Grantees a permanent easement over the stormwater and utility systems contemplated hereby. This instrument is described as "temporary" in anticipation of such platting or dedication; however, is intended by the parties to be permanent if the underlying property is not platted.

Grantor covenants and agrees with Grantee that Grantor is the record title owner of the fee interest of the Easement Premises; and further, Grantor shall not place any trees or construct any buildings or structures of any type whatsoever on the Easement Premises during the period of time for which this Temporary Easement is effective, and the Grantee shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: _____

Name: Sarah C. J-Baker

GRANTOR:
D.R. HORTON, INC.-JACKSONVILLE
A Delaware Corporation

By: _____ VP
Printed Name: Philip A. Fremento
Title: Vice President

Name: Jan J. Doan

By: Leslie D. Dyal
Printed Name: LESLIE D. DYAL
Title: ASSISTANT SECRETARY

Sarah C. J-Galen
Name: Sarah C. J- Galen
Witness as to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this 7th day of July, 2006, by Jan J. Doan and Leslie D. Dyal as the President and Secretary, respectively, of Port Orange Plantation Homeowner's Association, Inc., a Florida corporation authorized to transact business in the State of Florida, and being the Grantor named in the foregoing Temporary Easement (Outfall Ditch), who hereby certify and acknowledge in their respective capacity for the Grantor and Grantor holds fee simple title to the above-described real property, that they have full power and authority to executed the foregoing Easement on behalf of Grantor, and who ☒ are personally known to me, or ☐ have produced _____ as identification.

AMBER MARIA LEHMAN
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DD 189811

Amber Maria Lehman
Notary Public, State of Florida at Large
Printed or typed name of Notary, Commission and Expiration Date

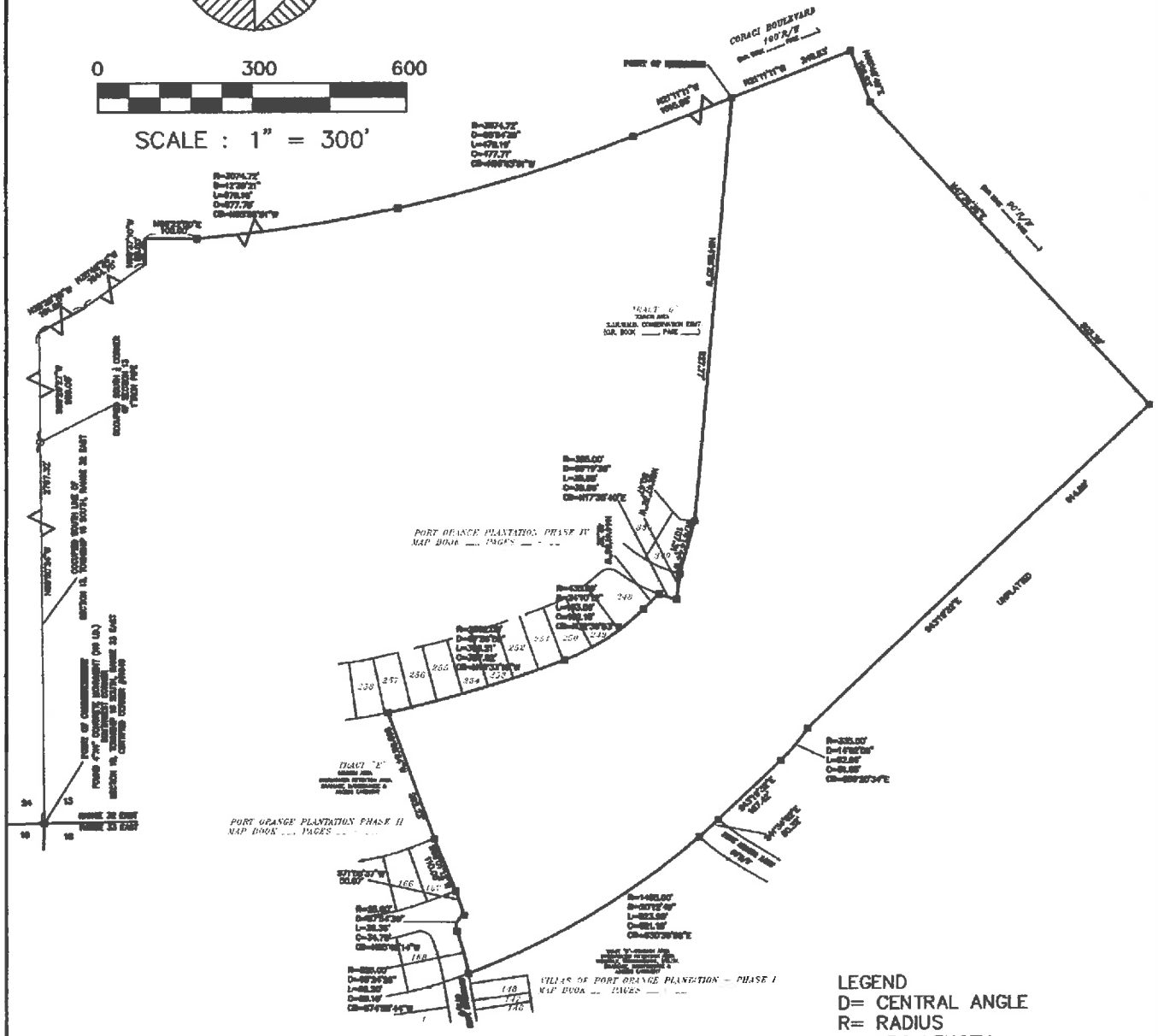
Instrument# 2006-189648 # 4
Book: 5861
Page: 1416

PORT ORANGE PLANTATION
EXHIBIT "A"

N

0 300 600

SCALE : 1" = 300'



LEGEND
D= CENTRAL ANGLE
R= RADIUS
L= ARC LENGTH
CB= CHORD BEARING
C= CHORD
LS= LICENSED LAND SURVEYOR
R/W= RIGHT OF WAY
NR= NON RADIAL
O.R.= OFFICIAL RECORDS
PG= PAGE
D.E.= DRAINAGE, MAINTENANCE AND ACCESS EASEMENT

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

M. Lisa LaBue

Instrument# 2006-189648 # 5
Book: 5881
Page: 1417
Diane M. Matousek
Volusia County, Clerk of Court

PORT ORANGE PLANTATION
EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, 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, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N21°11'11"W A DISTANCE OF 248.83 FEET THENCE N68°48'49"E A DISTANCE OF 106.93 FEET; THENCE N47°36'36"E A DISTANCE OF 803.39 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG SAID CURVE 82.06 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET; THENCE S41°34'52"E A DISTANCE OF 50.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 20°12'49", A CHORD OF 521.19 FEET, AND A CHORD BEARING OF S30°36'58"E; THENCE ALONG SAID CURVE 523.90 FEET TO A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 09°24'26", A CHORD OF 86.10 FEET, AND A CHORD BEARING OF S74°55'44"W; THENCE ALONG SAID CURVE 86.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°54'30", A CHORD OF 34.70 FEET, AND A CHORD BEARING OF N65°49'14"W; THENCE S71°08'37"W A DISTANCE OF 50.07 FEET; THENCE S68°01'12"W A DISTANCE OF 110.00 FEET; THENCE S69°58'54"W A DISTANCE OF 262.23 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF N16°33'19"W; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF N32°36'53"W; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N44°41'58"W A DISTANCE OF 42.32 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF N17°35'40"E; THENCE ALONG SAID CURVE 35.88 FEET; THENCE N82°47'32"W A DISTANCE OF 50.47 FEET; THENCE N74°14'44"W A DISTANCE OF 107.31 FEET; THENCE N84°58'25"W A DISTANCE OF 827.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 994,402 SQUARE FEET = 22.83 ACRES MORE OR LESS

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

Phase I

PG 4 40/44.70

07/26/2006 11:16 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2006-189649 # 1
Book: 5881
Page: 1418

This Document Prepared By:
Harpster Engineering and Surveying, Inc.
436 N. Grandview Ave., Daytona Beach, FL 32118

Please Return Recorded Document to:
To: Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2001)

Portion of Parcel# 6213-00-00-0032

TEMPORARY EASEMENT
DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS EASEMENT

THIS INDENTURE made this 21st day of July, 2006, by and between D.R. Horton, Inc. – Jacksonville, a Delaware corporation, authorized to transact business in the State of Florida, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, referred to herein as "Grantor;" and the City of Port Orange, Florida, a chartered municipal corporation in Volusia County, Florida having its principal place of business located at 1000 City Center Circle, Port Orange, FL 32129 and the PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, mailing address: 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, collectively referred to herein as "Grantee."

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells, conveys unto the Grantee, its successors and assigns, a TEMPORARY EASEMENT FOR DRAINAGE, MAINTENANCE, UTILITY, ACCESS, INGRESS AND EGRESS ("Easement") through, under, over and across a portion of real property located in Volusia County, Florida, and being more particularly described and graphically depicted on Exhibit "A" attached hereto and made a part hereof by reference ("Easement Premises").

The Easement granted herein shall grant to Grantee the right to enter upon the Easement Premises for the purpose of conveying storm water through, under, over, across and into storm water retention facilities; the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems, lines, or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent existing drainage systems and permanent utilities systems. This temporary easement includes the right to access, ingress and egress over the Easement Premises and adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee; PORT ORANGE PLANTATION HOMEOWNER'S ASSOCIATION, INC. (Association), and its successors and assigns, together with the right to enter upon the Easement Premises for construction, inspection, repair and maintenance purposes thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

TO HAVE AND HOLD the same unto Grantee, CITY OF PORT ORANGE (CITY), together with the right to enter upon the Easement Premises for construction, inspection, repair and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient therewith.

In the event the above-named Grantee, ASSOCIATION, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the CITY shall be entitled to enter upon the Easement premises to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Easement Premises for the cost of such maintenance, repair and replacement, as deemed 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 complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to termination, dissolution or liquidation.

It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a plat, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor herein named Grantees a permanent easement over the stormwater and utility systems contemplated hereby. This instrument is described as "temporary" in anticipation of such platting or dedication; however, is intended by the parties to be permanent if the underlying property is not platted.

Grantor covenants and agrees with Grantee that Grantor is the record title owner of the fee interest of the Easement Premises; and further, Grantor shall not place any trees or construct any buildings or structures of any type whatsoever on the Easement Premises during the period of time for which this Temporary Easement is effective, and the Grantee shall not be liable for their removal if they are so placed.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Name: Sarah C. J- Galen

Name: Sarah C. J- Galen

GRANTOR:
D.R. HORTON, INC.-JACKSONVILLE
A Delaware Corporation

By: VP

Printed Name: Philip A. Fremento

Title: Vice President

Name: JAN J. DOAN

By: Leslie D. Dyal
Printed Name: LESLIE D. DYAL
Title: ASSISTANT Secretary

Sarah C. J- Galen
Name: Sarah C. J- Galen
Witness as to Grantor

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn to and acknowledged before me this 21st day of July, 2006, by JAN J. DOAN and Leslie D. Dyal as the President and Secretary, respectively, of Port Orange Plantation Homeowner's Association, Inc., a Florida corporation authorized to transact business in the State of Florida, and being the Grantor named in the foregoing Temporary Easement (Outfall Ditch), who hereby certify and acknowledge in their respective capacity for the Grantor and Grantor holds fee simple title to the above-described real property, that they have full power and authority to executed the foregoing Easement on behalf of Grantor, and who ☒ are personally known to me, or ☐ have produced _____ as identification.

AMBER MARIA LEHMAN
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DD 189811

Amber Maria Lehman
Notary Public, State of Florida at Large
Printed or typed name of Notary, Commission and Expiration Date

Instrument# 2006-189649 # 4
Book: 5881
Page: 1421

PORT ORANGE PLANTATION
EXHIBIT "A"

LEGEND
D= CENTRAL ANGLE
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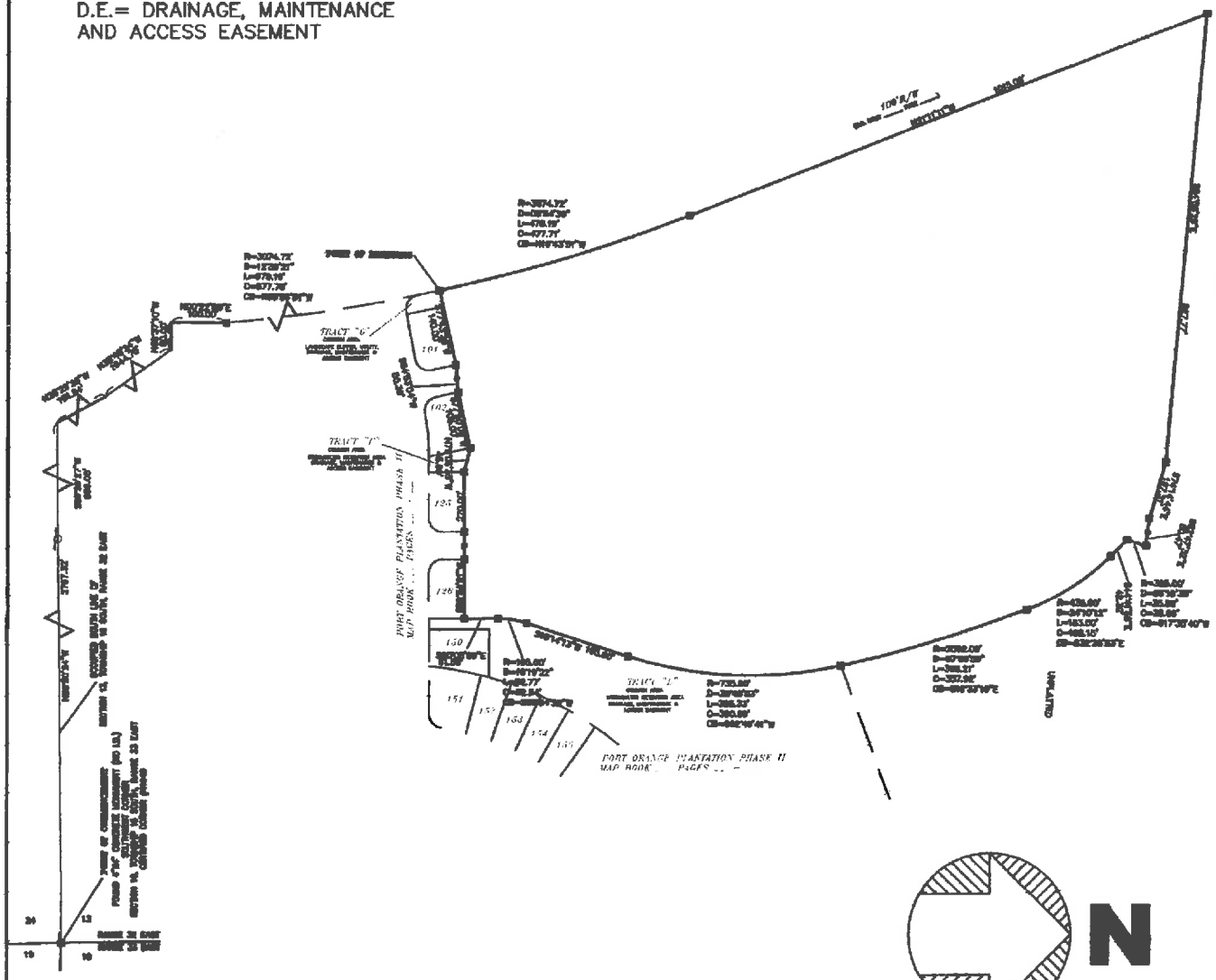
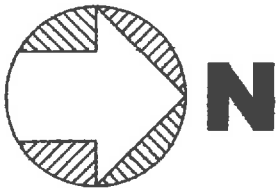
AND ACCESS EASEMENT





SCALE : 1" = 300'

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

M. Lisa LaBree

Instrument# 2006-189649 # 5
Book: 5881
Page: 1422
Diane M. Matousek
Volusia County, Clerk of Court

PORT ORANGE PLANTATION
EXHIBIT "A"

LEGAL DESCRIPTION:

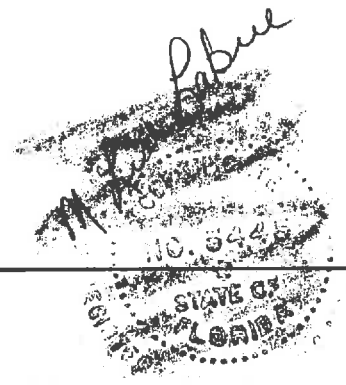
A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET; THENCE S84°58'25"E A DISTANCE OF 827.77 FEET; THENCE S74°14'44"E A DISTANCE OF 107.31 FEET; THENCE S82°47'32"E A DISTANCE OF 50.47 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF S17°35'40"W; THENCE ALONG SAID CURVE 35.88 FEET; THENCE S44°41'58"E A DISTANCE OF 42.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF S32°36'53"E; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF S16°33'19"E; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03", A CHORD OF 390.59 FEET, AND A CHORD BEARING OF S02°49'41"W; THENCE LAONG SAID CURVE 395.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S18°14'13"W A DISTANCE OF 195.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 18°19'22", A CHORD OF 52.54 FEET, AND A CHORD BEARING OF S09°04'32"W; THENCE ALONG SAID CURVE 52.77 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S00°05'09"E A DISTANCE OF 61.59 FEET; THENCE S89°54'51"W A DISTANCE OF 270.00 FEET; THENCE N76°06'35"W A DISTANCE OF 45.69 FEET; THENCE S77°50'05"W A DISTANCE OF 105.00 FEET; THENCE S84°53'04"W A DISTANCE OF 50.39 FEET; THENCE S77°43'28"W A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,141,776 SQUARE FEET = 26.21 ACRES MORE OR LESS

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
PHONE 386-253-3241
FAX 386-253-2502

Phase IV



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to re-appoint Phil Klema to the Environmental Advisory Board.

SUMMARY: Phil Klema's term on the Environmental Advisory Board will expire on May 7, 2015. Mr. Klema has served since 2009 and expressed an interest to continue serving. There have been no other applications received by the City Clerk.

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin	Created/Initiated - 05/04/2015
Harden, David	Final Approval - 05/04/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Atlantic High School Student Government Day 2015 certificates.

DEPARTMENT: City Manager

RECOMMENDED MOTION:

SUMMARY: Council will present certificates to students from Atlantic High School's Law and Government Academy who participated in Student Government Day.

Project No.:	Funding Account No.:

ATTACHMENTS:

Donahue, Kent	Created/Initiated - 05/04/2015
Harden, David	Final Approval - 05/04/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: The 2015 Youth Achievement Award winner - Valentina Catinella

DEPARTMENT: City Manager

RECOMMENDED MOTION:

SUMMARY: Each year, the city's Youth Advisory Board seeks to recognize a high school or middle school student who has made a significant contribution to the community. The criteria for the award is based on accomplishment, leadership and service.

The recipient of the 2015 Youth Achievement Award is Valentina Catinella from Atlantic High School.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Youth Award Letter A V. Catinella	Youth Award Valentina Catinella Letter A 2015.pdf
2.	Youth Award Letter B V. Cantinella	Youth Award Valentina Catinella Letter B 2015.pdf

Fenwick, Robin — Created/Initiated - 05/13/2015
Harden, David — Final Approval - 05/13/2015

Atlantic High School

1250 Reed Canal Road
Port Orange, Florida 32129
Main Office: (386) 322-6100
Fax: (386) 506-0001

Volusia County Schools
INSPIRE
Today's Learners, Tomorrow's Leaders

Teresa Marcks
Principal

Efrain Alejandro
Assist. Principal

LaTonya Elmore
Assist. Principal

Danielle Leffler
SIG Project Manager

Brian Zinck
Assist. Principal

March 5, 2015

To Whom It May Concern:

I am writing this letter of recommendation for Valentina Catinella for the Port Orange Youth Achievement Award. Valentina is the secretary of the SGA board and Key Club and my Leadership class this year. She is also a three year member of AFJROTC and the secretary of the Junior Class Board. As a member of SGA, Valentina attended a workshop with Blood One of Central Florida, at the workshop she learned the importance of the SGA blood drives that we do 4 times a year. Valentina runs our blood drives with such efficiency that she has been asked to run the breakout session of – How to run a blood drive, at the next workshop. Under Valentina's leadership our blood drive numbers have doubled. She also ran our homecoming dance with a group of other members. Valentina has also spearheaded a committee to use the money raised from our blood drives to sponsor a breakfast for our straight "A" students. Valentina wants to encourage our students to do their best in academics and then be rewarded for their hard work. Valentina is a member of Our Lady of Hope Catholic Church, and teaches the middle school class of Catechism. She has been doing this for two years.

Sincerely,
Kathleen Gannon
SGA sponsor

03/19/2015 11:13 3865060001 ATLANTIC PAGE 04

Atlantic High School

1250 Reed Canal Road
Port Orange, Florida 32129
Main Office: (386) 322-6100
Fax: (386) 322-5649

Teresa L. Marcks
Principal

Efrain Alejandro
Assist. Principal

Latonya Elmore
Assist. Principal

Brain Zinck
Assist. Principal

Danielle Leffler
SIG Project Manager

MEMORANDUM FOR THE CITY OF PORT ORANGE

March 13, 2015

FROM: ATLANTIC HIGH SCHOOL AFJROTC/FL-942
1250 Reed Canal Road
Port Orange, FL 32129
(386) 322-6100 x38191

SUBJECT: Letter of Recommendation

It gives me great pleasure to write this recommendation for Cadet Valentina Catinella. Valentina is one of my premier cadets. In all aspects of my Air Force Junior Reserve Officer Training Corps (AFJROTC) program, she has continuously maintained the distinction of being in the top one percent of her JROTC class. She consistently accomplishes her work on time and in a manner I expect from my students. Whenever Valentina is absent, she always asks about missed work so she can complete and turn it in within the allotted time. I can always count on her to take the lead by being the first to ask questions inspiring others to participate in class discussions regarding aerospace science and leadership. Her ability to accept responsibility led to her selection as my Operations Officer and her current position as my Deputy Corps Commander.

During her tenure as my Operations Officer, she flawlessly planned and scheduled JROTC events throughout the community. Her seemingly endless amount of energy was evident during the numerous community service events she organized. She would then personally supervise her fellow cadets ensuring all aspects of each event occurred without a glitch. Each time she was in-charge, the community organizer had nothing but relentless praise regarding her dedication towards the smooth and seamless completion of the event. They complimented often regarding her attention to detail and how well she managed the students she was responsible for leading.

Ms Catinella excels in inspiring her fellow cadets to work hard so the team could achieve its goal. These attributes were instrumental in guiding my decision when I selected her as my next Deputy Corps Commander. In this position, Valentina's leadership skills coupled with outstanding attention to detail aided her Corps Commander in an exceptionally smooth operational staff which directs all corps activities. Cadet Catinella is an extremely reliable young lady. I have never questioned her character, and from my dealings with her, I have not observed any weaknesses that will prevent her from being successful.

This young woman will only bring credibility to any endeavor she chooses to pursue. I highly recommend her selection for this awesome recognition.

WILL COOPER, Captain, USAF (Ret)
Senior Aerospace Science Instructor
Atlantic High School/FL-942

03/19/2015 11:13 3865060001 ATLANTIC PAGE 05

Proclamation

Whereas, the open exchange of public discourse is essential to the democratic system of government; and

Whereas, as a cornerstone of democracy Americans have observed certain rules of behavior generally known as civility;

Whereas, civility, derived from the Latin words “civitas” meaning city and “civis” meaning citizen, is behavior worthy of citizens living in a community or in common with others; and

Whereas, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

Whereas, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

Whereas, civility can uplift our daily life and make it more pleasant to live in an organized society; and

Whereas, the City, County, and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

Now, Therefore, I, Allen Green, Mayor of the City of Port Orange, Florida, do hereby proclaim the month of May as Civility Month, and call upon all citizens to exercise civility toward each other.

_____

Allen Green, Mayor
May 19, 2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Second Annual Get Fit Port Orange Health & Fitness Challenge Recognition

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION:

SUMMARY: We want to recognize the winners of our 10 week Get Fit Health and Fitness Challenge. All winners will be determined on May 16, 2015.

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin	Created/Initiated - 05/06/2015
Ferreira, Peter	Approved - 05/08/2015
Lovallo, Susan	Final Approval - 05/11/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Vivian Verdi - Water bill issue

DEPARTMENT: Finance

RECOMMENDED MOTION:

SUMMARY: Ms. Verdi requests that City Council authorize a reduction in her utility bill. A history of this account since March of 2014 is attached. Unquestionably the water went through the meters and any leak was well on the customer's side of the meter and thus the customer's responsibility. Staff does not see any basis for reducing this utility bill.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	6218 Yellowstone Summary	Ms Verdi 5-19-15.docx

Fenwick, Robin	Created/Initiated - 05/11/2015
Riehm, Tracey	Approved - 05/13/2015
Neff, Andrew	Approved - 05/13/2015
Rosen, Alan	Approved - 05/13/2015
Harden, David	Final Approval - 05/13/2015

6218 Yellowstone Dr.			
Date	Description	Account Balance Due	Fees Adj/Waived
March 10, 2014	Potable water turned off and account placed in vacation status.		
July 11, 2014	Customer requests water turn-on		
July 14, 2014	Potable water turned on		
July 28, 2014	Potable water turned off, sprinkler left on. City does not have record of a request for sprinkler turn off.		
Dec 16, 2014	Cycle Bill $42.81 for 11/3/14-12/8/14 – zero consumption	$42.81	
Jan 5, 2015	Payment of $42.81 received over the phone.	$0.00	
Jan 20, 2015	Cycle Bill $42.81 for 12/8/14-1/11/15 – zero consumption	$ 42.81	
Feb 17, 2015	Cycle Bill $138.51 for 1/11/15-2/9/15. Potable water usage of 8,000 gallons occurring on Jan 21 & 22, sprinkler usage of 9,000 gallons beginning on 1/23. Customer should have been charged either $35 turn-on/tampering fee, and possibly returned to regular garbage fee (increase of $10.12)	$ 181.32	$ 35.00 $ 10.12
Mar 13, 2015	Crew reports sprinkler running slowly. Potable water and sprinkler both turned off.		
Mar 17, 2015	Cycle Bill $189.00 for 2/9/15-3/9/15. Potable water usage of 0, sprinkler usage of 30,000. Customer remains on vacation garbage.	$ 370.32	$ 10.12
Mar 23, 2015	Payment of $216.32 received over the phone. Customer requests account return to “active” status. Crew sent to turn potable water on. PVC male slip adapter broken, so potable water left off. Order said to leave sprinkler off due to leak.	$ 154.00	
April 13, 2105	Ms. Verdi calls Customer Service re: high water bill		
April 14, 2015	Cycle Bill $90.21 for 3/9/15-4/6/15. Potable water usage of 3,000, sprinkler usage of 4,000. Garbage fee pro-rated.	$ 244.21	$ 5.61
April 15, 2015	Tagged for shut off.		
April 18, 2015	Shut off order suspended to allow for investigation, and tag fee waived.		$ 40.00
May 11, 2015	Sewer adjustment of $27.85 in accordance with Ordinance 2013-11, Ch 2, Art VI, Div I, Sec 2-240(f)3. Payment plan offered.	$ 216.36	$ 27.85
May 12, 2015	System shows sprinkler meter usage at 9,500 gallons since 4/6/15.		
	SUM		$128.70

Ms. Verdi’s parents are elderly, and their home is currently on the market.
Ms. Verdi admits to having the house pressure washed, but maintains the vendor brought a truck with water.
In January 2015, usage was identified but was within normal limits.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-18 - Amending City Code Section 2-267 - Waiver of Bidding Requirements **(Tabled on May 5, 2015)**

DEPARTMENT: Finance

RECOMMENDED MOTION: Motion to remove Ordinance No. 2015-18 from the table. Upon approval, then Motion to approve on first reading Ordinance No. 2015-18, revising language in City Code Section 2-267 - Waiver of Bidding Requirements.

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for the spending limit of $25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-18 - amending City Code Section 2-267 Waiver of Bidding Requirements. The section title is changed to "Bidding Requirements". The ordinance restates and clarifies those situations when competitive bids are not required, and adds provisions regarding contract renewals and the priority for award of identical bids. The provision on contract renewals has been modified based on Council discussion at the meeting of May 5.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-18	Ord. No. 2015-18 5.19.15.doc
2.	Workshop Powerpoint presentation with original proposed changes and comment	Workshoppresentation3-31-15.pdf

Fenwick, Robin	Created/Initiated - 05/06/2015
Gomez, Joseph	Approved - 05/06/2015
Rosen, Alan	Approved - 05/06/2015
Roberts, Margaret	Approved - 05/13/2015
Harden, David	Final Approval - 05/13/2015

ORDINANCE NO. 2015-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-267, ESTABLISHING BIDDING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-267 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION
Section 2-267: - ~~Waiver of~~ Bidding Requirements.

The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid for from city funds. The departments and/or offices shall purchase their goods and services through the Division of Purchasing, which is the city's official purchasing agency. All purchases shall comply with local, state and federal laws, rules regulations and policies, as applicable. No contract or purchase shall be subdivided to avoid the requirements of this article.

Purchases exceeding $25,000 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.

Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

Public or regulated utility services or government franchised services.

Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

Professional services (except as otherwise provided for in Florida Law) and contracts for professional services, (which include but are not limited to services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

Admission fees

Association fees and professional association dues

License fees and agreements

Media advertising (i.e., newspaper, radio, television, etc.)

Permit fees

Petty cash replenishment

Postage

Registration fees

State fees (unemployment compensation)

Travel reimbursement

Insurance coverage or claims expenditures as provided in the insurance fund, excepting however, damage to city owned property.

Supplies, equipment and vehicles purchased at a public auction.

Purchases from other governmental agencies including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.

Purchase, sale, lease or rental of real property.

~~The requirements for formal bidding may be waived for the following:~~

~~(a) Where there is a sole source.~~

~~(b) Where standardization is determined to be in the best interest of the city.~~

~~(c) Where solicitation of bids is otherwise deemed to be inappropriate.~~

~~(d) Where a maximum storage capacity for supplies is not conducive to solicitation of bids.~~

~~(e) Where the need for replenishment of supplies on a timely basis is not conducive to solicitation of bids.~~

~~(f) Where the market is not conducive to solicitation of bids.~~

~~(g) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.~~

~~(h) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city owned property.~~

~~(i) Commodities from established State of Florida, PRIDE, RESPECT, government pricing or federal General Services Administration contracts.~~

~~(j) Purchase, sale, lease or rental of real property.~~

~~(k) Certain professional services, design build, guaranteed maximum payment construction or fast track construction, which shall be conducted in accordance with accepted industry practices or as required by state law.~~

~~(l) Public utility services.~~

~~(m) Supplies, equipment and vehicles purchased at public auction.~~

The purchase of certain items for resale ~~are~~ is exempt from the requirements for multiple quotations for purchases ~~of less than $12,000.00~~ not to exceed the $25, 000.00 formal bid threshold. It should be noted, however, that it is always in the best interest and the intent of the city to obtain the most advantageous pricing possible. These purchases shall comply with the restrictions listed below:

(1) Items purchased shall be exclusively for resale;

(2) Items with brand name specifications significant to their retail sales appeal; and

(3) The items, after reasonable expected resale, will result in no cost to the city.

In such cases, the purchase of materials, supplies, equipment and contractual services may be made by negotiation without regard to the estimated cost, but only with the prior approval of the city council.

Contract Renewals

The city shall have the authority to award and reject any or all bids. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided they are approved by Council at the initial award of the contract, and the terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds.

Identical Prices-Priorities for Award

When identical prices are received from two (2) or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence.

1. Drug Free Workplace- Pursuant to Florida Statute 28-067
2. Certified service-disabled veteran
3. Local businesses as defined in Chapter 2, Article VI, Division 2, Section 2-275 of the Code of Ordinances
4. Firm with the lowest volume of work on City projects within the last five (5) years. The information will be based on information provided by the Proposer, subject to verification at the City's option.

SECTION 2: CONFLICTING ORDINANCES.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY.
If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
City Attorney

Streamlining the Procurement Process

City of Port Orange

Purchasing Division

March 31, 2015

Overview

- The Purchasing Division conducted a review of the City's current procurement practices, including procedures manual, current code and ordinances, to determine whether any opportunities for improvement existed, or if they reflected a best practice. Several municipalities were benchmarked, and the results validated the observations and opportunities for improvement made by staff.

Improvements

- Revised the internal approval process of requisitions thereby reducing lead time for over 600 requisitions a year.
- Added a sole source and notice of intended action feature to the City website, including protest remedies.

Accomplishments

- Drafted a vendor performance review for automation by Information Technology Department.
- Clarified the contract and insurance requirements for all contracts and modified the requirements for small purchases under $2,500.
- Revised Purchasing Policies and Procedures Manual to reflect current practices, including City code and ordinance requirements.
- Revised boilerplate language for all bids and request for proposals, and developed templates for standardization.

Accomplishments

- Provided training to all using departments on the use of Florida State Contract as well as WSCA contract for the purchase of MRO items (maintenance, repair and operating) The City will benefit from significant discounts ranging from 13%-48% from MSRP.

Proposed changes to code

- Drafted changes to existing code for purchasing goods and services as follows:
- Section 2-2.62 – Purchase and sales procedures
  - Revised the language to define what types of purchases are subject to the local preference policy, and propose to making it a cost-neutral program in lieu of the current 3% bid preference.
  - Defined local as either (1) a business within the municipal boundaries of the city or (2) a business with a valid business license, issued by a jurisdiction located in Volusia County. Each one would have a different percentage for evaluation purposes.

Proposed changes to code

- Section 2-2.65 – Waiver of irregularities
  - Revised the language to grant the City Manager the authority waive any non-substantial or minor irregularities in any bids or proposals. Any waiver shall be noted in any award recommendation to council.

Proposed changes to code

- Section 2-2.67 – Waiver of bidding requirements
  - Revised the language to clarify the authority granted by Council to the City Manager, to include spend authority; exceptions for categories exempted by code, statutes or regulations, and categories that do not lend themselves to a competitive process such as postage, copyrighted material; professional association fees; public or regulated utility services; sole source, piggyback etc.
  - Included language regarding contract renewals
  - Included language regarding identical bids

Proposed changes to code

- Section 2-2.71-- Emergency purchases
  - Revised the language to clarify the definition of emergency purchase, and outlined the process and documentation requirements.

Sec. 2-262. - Purchase and sales procedures.

(a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof shall exceed $25,000.00, shall be purchased from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding procedure.

(b) No contract or purchase shall be subdivided to avoid the requirements of this article.

(c) Items with a purchase price of more than $2,500.00 but less than $5,000.00 shall be made using verbal quotations. Items with a purchase price of more than $5,000.00 but less than $25,000.00 shall be made with three quotations confirmed in writing.

(d) In the purchase of, ~~or contract for, personal property or contractual~~goods or services, the city council may give a preference ~~in an amount not to exceed three percent of the bid price~~ to local persons; provided, however, that this section in no way prohibits the right of the city council to compare quality of materials proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons submitting bids. Local persons shall be defined as those whose principal place of business is located within the municipal boundaries of the city for a minimum period of one year.

-If not within the municipal boundaries of the city, local business shall be defined as a local vendor who has a valid business license, issued by a jurisdiction located in Volusia County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Volusia County, for at least twelve (12) months prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal.

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 preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The City Manager may also recommend that the firm be recommended for debarment.

PROCESS:

Competitive bid:

When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local business is within five percent (5%) for business located within the municipal boundaries of the City or three (3%) for the business with jurisdiction located in Volusia County of the price submitted by the non-local business, then each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal or lower than the amount of the low responsible, responsive bid submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In case of a tie bid, the tie shall be broken in accordance with 2.267 Bidding requirements – Identical Prices-Priorities for Award.

Request for Proposals:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local proposer(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) for the business located within the municipal boundaries of the City, or three percent (3%) for the business with jurisdiction located in Volusia County of the cost proposed by the non-;local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken pursuant to 2.267 Bidding requirements- Identical Prices—Priorities for Award.

Professional Services:

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Local preference policy shall apply to services of which are subject to the Consultants Competitive Negotiation Act, as delineated in F.S. 287.055. It two (2) firms, one local and one non-local are within five percent (5%) for business located within the municipal boundaries of the City, or three percent (3%) for the business with jurisdiction located in Volusia County of each other's qualitative scores, the local firm shall be ranked higher than the non-local firm in the final ranki9ng. In case of a two-tiered evaluation process, the local preference shall also apply at the conclusion of the first tier to allow eligible local proposers within five percent (5%) of the points assigned to those recommended to participate in the second-tier evaluation.

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

(e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds $25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.

(f) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is $25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

(Code 1981, § 8-26; Ord. No. 1997-22, § 2, 5-6-97; Ord. No. 2004-15, § 2, 7-20-04)

Sec. 2-265. - Waiver of irregularities.

The city council ~~shall have~~ grants the City Manager, the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to council.

(Code 1981, § 8-29)

Sec. 2-267. - ~~Waiver of bidding~~ Bidding requirements.

The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid from city funds. The departments and or offices shall purchase their goods or services through the Division of Purchasing, which is the city's official purchasing agency. All purchases shall comply with State laws, rules, federal regulations or policies. No contract or purchase shall be subdivided to avoid the requirements of this article. The ~~C~~city manager is authorized to purchase commodities or services when the total amount does not exceed $25,000; however, where more than one purchase or expenditure is made or entered into in connection with and directly related to the same project, the cumulative value of such purchases or expenditures may not exceed $25,000 without approval by city council. Expenditures for normal maintenance and operational expenses for city facilities and departments are not considered expenditures for "projects", and therefore not subject to the cumulative value spending limitation. However, these purchases will follow the informal bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to insure cost efficiency and maximize competition.

Purchases exceeding $25,000 shall be approved by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process wherein the city manager has approved and waived the formal bidding requirements, as follows:

Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental/lease/lease purchase agreements terms and conditions.

Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

Public or regulated utility services or government franchised services.

Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

~~Purchases from other city or county governmental agencies, other school boards, community colleges, Federal agencies, or governmental agencies of any state, when the awarded contract by the other entity permits purchases by the City on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the City.~~

~~Commodities or contractual services determined to be available from a single source. The City shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The description must include a request~~

Comment [GJ1]: The original proposed revision of code could be amended by adding the following requirement: "These purchases shall be subject to ratification by the City Council on a quarterly basis or as soon as practicable."

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~~that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.~~

Professional services, except as otherwise provided for in Florida Law, contracts for professional services, (which include but not limited to services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive bid method or the written quotations method.

Admission fees

Association fees, Professional association dues

License fees and agreements

Media ~~A~~advertising (newspaper, radio, television, etc.)

Permit fees

Petty cash replenishment

Postage

Registration fees

State fees (unemployment compensation)

Travel reimbursement

Insurance coverage or claims expenditures as provided in the insurance fund, excepting however, damage to city owned property.

Supplies, equipment and vehicles purchased at a public auction.

Purchases from other governmental agencies including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.

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Purchase, sale, lease or rental of real property.

~~The requirements for formal bidding may be waived for the following:~~

~~(a) Where there is a sole source.~~

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~~(b) Where standardization is determined to be in the best interest of the city.~~

~~(c) Where solicitation of bids is otherwise deemed to be inappropriate.~~

~~(d) Where a maximum storage capacity for supplies is not conducive to solicitation of bids.~~

~~(e) Where the need for replenishment of supplies on a timely basis is not conducive to solicitation of bids.~~

~~(f) Where the market is not conducive to solicitation of bids.~~

~~(g) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.~~

~~(h) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city owned property.~~

~~(i) Commodities from established State of Florida, PRIDE, RESPECT, government pricing or federal General Services Administration contracts.~~

~~(j) Purchase, sale, lease or rental of real property.~~

~~(k) Certain professional services, design build, guaranteed maximum payment construction or fast track construction, which shall be conducted in accordance with accepted industry practices or as required by state law.~~

~~(l) Public utility services.~~

~~(m) Supplies, equipment and vehicles purchased at public auction.~~

~~(n)~~ The purchase of certain items for resale ~~are~~is exempt from the requirements for multiple quotations for purchases ~~of less than $12,000.00~~ not exceeding the $25,000 formal bid threshold. It should be noted, however, that it is always in the best interest and the intent of the city to obtain the most advantageous pricing possible. These purchases shall comply with the restrictions listed below:

(1) Items purchased shall be exclusively for resale;

(2) Items with brand name specifications significant to their retail sales appeal; and

(3) The items, after reasonable expected resale, will result in no cost to the city.

In such cases, the purchase of materials, supplies, equipment and contractual services may be made by negotiation without regard to the estimated cost, but only with the prior approval of the city council.

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Contract Renewals

The ~~C~~city shall have the authority to award ~~bids~~ and reject any or all bids. The ~~C~~city ~~M~~manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided terms and conditions as well as current market conditions are favorable for the ~~C~~city. Such renewals are subject to the availability of funds.

Identical Prices-Priorities for ~~a~~Award

When identical prices are received from two (2) or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence.

1. Drug Free Workplace- Pursuant to Florida Statute 28-067
2. Certified service-disabled veteran
3. Local vendor

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4. Firm with the lowest volume of work on City projects within the last five (5) years. The information will be based on information provided by the Proposer, subject to verification at the City's option.~~c)~~

(Code 1981, § 8-32; Ord. No. 1997-22, § 4, 5-6-97; Ord. No. 2001-86, § 1, 11-13-01)

Sec. 2-271. - Emergency purchases.

Situations may arise whereby an exception to the City's policies and procedures may be required. Emergency purchases represent one of the potential situations. Emergency is defined as an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to Customers. Routine repairs and planned refurbishment do not constitute emergencies. Therefore, the City may dispense with requirements for competitive solicitations and the City Manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency. Emergency acquisitions of non-real property, goods or services where the expenditure by the City is estimated to exceed $25,000.00 shall be subject to ratification by the City Council at the next regularly scheduled meeting or as soon as practicable. The requesting department shall state the reason for the emergency purchase, and what caused the emergency situation, including a statement of financial or operational damage or risk that will occur if needs are not satisfied immediately. Once a determination has been made, the City may procure commodities or contractual services needed. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be documented with the purchase request, unless the City determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City.

~~(a) In case of any apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the department head is authorized to secure by open market procedure as herein set forth, at the lowest obtainable price, any such supplies, equipment or contractual services. The department heads are hereby given the authority to act in the case of any emergency that might affect the public health, safety and welfare. Such action shall be reported in writing to the purchasing agent at the beginning of the following workday, and such report shall be presented to the city manager.~~

~~(b) "Emergency" is defined as an incident or accident or equipment breakdown which jeopardizes public health, welfare and safety. During working hours a verbal authorization by the city manager or finance director is required without a purchase order being required. If an emergency occurs during nonworking hours or on weekends, the appropriate department head or his designee is authorized to correct the problem. Proper paperwork must follow within one working day. "Emergency" is further defined as a situation where probable legal problems and/or adverse financial consequences could result and sufficient time is not available to follow the bid requirements of this article. In a situation such as this, the city manager is granted authority to correct the problem even if the price exceeds $25,000.00. Unless sole source, at least three telephone bids are required and an immediate written report must be made to the city council if the price exceeds $25,000.00. Where possible, council approval must be received prior to authorization~~.

(Code 1981, § 8-36; Ord. No. 1997-22, § 7, 5-6-97; Ord. No. 2004-15, § 6, 7-20-04)

CITY COUNCIL WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
APRIL 28, 2015

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

Pledge of Allegiance

Silent Invocation

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

Discussion Items

4. Dunlawton Avenue Drainage Improvements, Permit No. 29869-4

David Harden, Interim City Manager, asked Council for direction as to the modification of the permit relating to the berm.

Margaret Roberts, City Attorney, provided information regarding the right of way issue on the Fred L. Grubbs property. She advised that 25 feet is denoted on the boundary survey as a right of way. Only 16 feet is needed to build the berm. Her opinion is that there is room to build it if Council so decides.

Mayor Green agreed with the City Manager's suggestion to hire an outside firm to do the design of the berm to verify and confirm the results.

Councilman Stiltner is inclined to hire a new consultant to make a recommendation as to the flooding upstream. There has been evidence of the potential to make the situation worse.

Councilman Burnette doesn't believe he has enough information to make a decision either way. He doesn't want to do nothing though.

Councilman Ford asked what happened to the berm that was approved. He wants to know why the decision to build the berm changed. He wants to build the berm and wants studies to discuss the effects of the berm.

Mayor Green said the original design was to keep Dunlawton Avenue open and flooding of the homes was secondary. He wants a new consultant through an RFP with Council's review first.

Councilman Stiltner agreed and wants to see significant modeling to show the effects of building the berm.

Mr. Harden will get information from the engineer and St. John's Water Management District on the proper way to proceed with the current permit.

Public Comments:

Ted Noftall, citizen, asked if there are significant models already done. He asked to hear from the engineers regarding their opinion with building the berm or not.

Paul Rozar, citizen, believes a small raised area (3 feet high) would help move the water without flooding anyone else.

Newton White, citizen, agreed with Mayor Green in that something will happen eventually; no matter what is built.

Mike Gardner, citizen, believes the engineers should have spoken up a long time ago about the berm being deleted from the permit. He believes the berm was deleted because of political reasons.

Mark Schaefer, citizen, doesn't support paying for a new engineer to look at the issue.

Mayor Green asked Council what they'd like to do about the berm and the permit. He did not influence the project.

Councilman Ford wants to move forward with the berm.

Councilman Burnette can't support it at this time. He needs more information from a third party engineer.

Councilman Stiltner doesn't see any engineer who is supporting the project. He asked Andrew Giannini, Quentin L. Hampton & Associates Engineer, how the canal and effects were modeled.

Mr. Giannini provided details on the models used and provided calculations of the preliminary models. The berm was not modeled. Mayor Green asked Mr. Giannini if he stands behind his original design. Mr. Giannini said there was a freak storm during

construction that caused flooding upstream. He recommended against the berm unless additional storage is created upstream. Councilman Stiltner asked if the canal could be widened. Mr. Giannini said the culverts would then be undersized and create problems. Mr. Giannini provided a handout to Council relating to the disparaging remarks made by some showing the berm costs. Mr. Giannini asked for a credit to not build the berm; however, there would have been an increase to haul the dirt to the wellfields. Other materials are available for another project or to build the berm. There was a credit on the project. Mr. Giannini said the deductive change orders were stopped by Greg Kisela, former City Manager.

Councilman Ford asked if Dunlawton Avenue will be closed if the water breaks the banks. Mr. Giannini said yes.

Councilman Burnette asked about the fifth option provided by Pegasus Engineering. He would like Council to discuss that option.

Mr. Noftall asked what Mr. Giannini would recommend if the berm is not built.

Mayor Green said they need to know what will happen upstream before they decide on the berm.

Councilman Ford wants to move forward with the berm as permitted originally.

Councilman Stiltner wants to hire a third engineer to provide a recommendation and show the effects upstream. Councilman Burnette agreed.

Mr. Harden explained that no pre-pumping was done in September 2014, which limited the capacity.

Council direction was to hire a third consultant to provide a recommendation and show the effects upstream.

5. Comprehensive Update on Stormwater Efforts

Branford Adumuah, Public Works Director, discussed the update as to the stormwater maintenance program, current capital projects, and future capital projects. He also discussed the pipe lining program.

Mr. Harden provided details of the Cypress Cove pipes that have not been functioning. The pipe is in terrible shape. Staff will bring an item to Council to replace the pipe.

Councilman Stiltner stressed that Council wants the clearing sped up. He asked what Mr. Adumuah needs to get that completed.

John Pergoric, citizen, provided pictures of the flooding in Sleepy Hollow and advised Council that he and others in the neighborhood received letters from the City's

insurance company denying their claim for the flooding. He doesn't believe they should have been denied.

Bob Stoekel, citizen, advised that Cypress Cove lakes are full. Any more rain soon will result in flooding. He asked that the drain in front of Circle K be looked at for clearing. He thanked Council.

Mr. Noftall agreed with the previous citizen comments. He asked if City Staff was notified of the insurance denials. Mr. Harden advised that the City was aware of the denial by a copy of the letters. He asked where the information came from in the letter specifically the 9 inches. Mr. Harden said the insurance company hired their own engineer.

6. Marketing Strategy for City-owned Properties

Wayne Clark, Community Development Director, provided details of Eastport and the current marketing strategy being utilized, as well as comparables in the area and the process for disposing of City and/or CRA properties.

Council wants all of the Eastport properties marketed, as well as the Yorktowne property and others that don't have a plan. They want the process streamlined with Council having the final decision authority.

Mr. Harden said the first step to make the process easier is to get a price for listing the properties.

Mr. Harden suggested getting an appraisal for the larger Eastport properties.

Councilman Burnette suggested an RFSQ for an outside broker.

Mr. White advised that 45 feet height might be too low for an industrial site.

Mr. Noftall asked if the agenda item had changed since it was first posted. Ms. Roberts said she prepared documentation that is included in the system. Robin Fenwick, City Clerk, agreed. The document is included on the website as originally posted. The handout is the PowerPoint presentation only. Mr. Noftall expressed concerns regarding the City's efforts to market the Eastport properties.

7. Eastport Sign Discussion

Mr. Clark explained the history of the Eastport sign design and installation, as well as directional signs.

Mayor Green said the sign needs a solid background.

Councilman Stiltner doesn't believe the sign was effective. He wants to see directional arrows on the sign. He agreed with Mayor Green with a background.

Councilman Burnette also agreed with a background and an arrow at the bottom of the existing sign.

Councilman Ford agreed with both items.

Mr. White supports the changes.

ADJOURNMENT: 8:42 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 5, 2015

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

Pledge of Allegiance

Silent Invocation

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

B. PUBLIC HEARING

4. Woodland Center Replat, located at 1590 Dunlawton Avenue, Case No. 14-50000004

Tim Buman, City Planner, provided information regarding the request.

Councilman Stiltner asked about the parking spaces. Mr. Burman advised that there are plenty of parking spaces serving all uses.

Vice Mayor Bastian asked if the exit only access will change. Mr. Burman said no, it will not change. It will remain an exit only.

Councilman Burnette asked what the reason was for changing the retention pond into its own parcel. Mr. Burman advised that the original concept plan showed the separation. Staff was cleaning that up to match the concept plan. Councilman Burnette asked what the finds were for the transportation concurrency. Mr. Burman said the generation rate was less than 1% of the capacity of the roads so it was considered de minimis. There is sufficient capacity on the state road and county road. Councilman Burnette is concerned with the number of gas stations being opened along Dunlawton Avenue.

Councilman Ford asked if the buffers will remain. Mr. Burman said there will be a little trimming of trees but for the most part they will remain.

Motion to approve the replat was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote after no public comments. Councilman Burnette voted no.

5. Second Reading - Ordinance No. 2015-6 - Alcohol Permitting for Public and Private Events Held on Public Property

Mayor Green read Ordinance No. 2015-6.

ORDINANCE NO. 2015-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO DRINKING IN PUBLIC; AMENDING SECTIONS 50-31 AND 50-36 REGARDING COMMUNITY CENTER RESTRICTIONS ON ALCOHOL USE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-6 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote after no public comments. Mayor Green voted no.

C. AGENDA APPROVAL

The following items were pulled from the Consent Agenda for further discussion: items #12, 14, and 15.

Item 8 was removed by the requestor

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

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Report from the Environmental Advisory Board

Newton White, Chairman, provided an update as to the most recent meetings of the Board. Mayor Green asked that the tree trimming be handled on City Center Complex to meet the hurricane standards.

Councilman Ford would like the Board to look at the direct drainage into the river, as well as Spruce Creek and Rose Bay.

Councilman Burnette thanked him for the update.

Vice Mayor Bastian advised that Volusia County Fire Station 12 will accept motor oil.

Councilman Stiltner suggested adding the drop off locations to the water bills.

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Port Orange/South Daytona Chamber of Commerce Quarterly Report

Debbie Connors, Executive Director, provided information from the quarterly report of the Chamber, including membership numbers, community happenings, and ribbon cuttings. She also provided a summary relating to the contract services. Council thanked Ms. Connors and the Chamber for their work.

F. CITIZEN PARTICIPATION (Agenda)

8. City Center Market - Kelli Marks

Item pulled by Kelli Marks.

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

Mr. White addressed Council regarding water bills and the recent increase. He believes the rates should have gone up for those who use more water rather than those with fixed incomes.

Mayor Green would like to address this at another meeting.

Ted Noftall, citizen, addressed Council regarding the biometric time clocks that were discussed previously. He believes they should be implemented.

H. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

Councilman Ford discussed the flooding in Sleepy Hollow. He would like the ditches and pipes to be examined. Mr. Harden will look into it. He asked what the City's fluoride levels are. Mr. Harden said .7 as always. Councilman Ford asked about the status of

the purchase of the motel on Ridgewood Avenue. Mr. Harden said an appraisal has been ordered.

Councilman Burnette discussed the Relay for Life event from last Saturday. He encouraged Council to attend in the future. He asked that Ridgewood Avenue south of Fleming Avenue be maintained during the construction.

Vice Mayor Bastian received a few complaints on the medians in Town West recently. He asked that the sod be addressed in the upcoming budget. He said there are no bags in the dog posts around City Center.

Councilman Stiltner commended Chris Hutchison, Code Enforcement Supervisor, for his efforts on code violations. He received a complaint about sign spinners.

Mayor Green thanked the VIPS for their service especially at the boat launch.

I. CONSENT AGENDA

10. Approval of Minutes
    a. April 21, 2015 - Regular City Council Meeting
11. Resolution No. 15-23 - Public Records Fees
12. Resolution No. 15-27 - Various Budget Items
13. License Agreement - Zantila Way, Waters Edge PUD, Phases VIII and XII
14. Award of Bid #15-17 Riverwalk Park Phase 1A
15. City of Port Orange Strategic Plan

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

Item 12 – Resolution No. 15-27 - Various Budget Items

Mayor Green read Resolution No. 15-27.

RESOLUTION NO. 15-27

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR REDUCTION/CLOSE OUT OF FDEP GRANT S0612, TREE MITIGATION, LAP AGREEMENT 433666-1-58/6801, AND TO REPURPOSE DRAINAGE FUNDS THAT ORIGINATED FROM THE GENERAL FUND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-27 was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

Mark Schaefer, citizen, addressed his concerns regarding biometric time clocks.

Mr. Noftall discussed his concerns with the collective bargaining employees pay rates.

Margaret Roberts, City Attorney, advised the Mayor and Council to discuss only the employees that are not involved in the collective bargaining units since they are involved in negotiations.

Mr. Noftall would like to know what is being done for the others and where the money is coming from. Mayor Green advised that Council is negotiating with all of the collective bargaining units. Mr. Harden advised that the funding will be addressed during the budget and the negotiations. The wages have been discussed during shade meetings and it is not appropriate to discuss at this meeting. Mr. Noftall asked for a list of the shade meetings recently held relating to wages.

Motion carried unanimously by roll call vote.

Item 14 – Award of Bid #15-17 Riverwalk Park Phase 1A

Mr. Noftall would like to see the budget for the Riverwalk Park.

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

Mr. Schaefer asked what the annual cost will be for the park.

Councilman Ford is hopeful that the TIF monies will pay for the maintenance of the park once there are TIF monies generated. Until then, it will need to be in the budget.

Ms. Roberts advised that the maintenance needs to be included in the CRA plan.

Motion carried unanimously by roll call vote.

Item 15 – City of Port Orange Strategic Plan

Mr. Noftall addressed Council regarding minutes of the strategic planning. He objected to the meeting being held in the middle of the day with no recording.

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

J. REGULAR AGENDA

16. Code Changes from Purchasing

a. First Reading - Ordinance No. 2015-16 - Amending City Code Section 2-262 - Purchase and sales procedures and Establishing Section 2-275, Local Preference

Mayor Green read Ordinance No. 2015-16.

ORDINANCE NO. 2015-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING LOCAL PURCHASING PREFERENCE; AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-275 REGARDING LOCAL PURCHASING PREFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Roberts advised of the change made under page 2 (f).

Motion to adopt Ordinance No. 2015-16 as amended on first reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

Councilman Stiltner asked for further details. He thanked Mr. Gomez for the updates and the speed of the updates, as well as his professionalism.

Joseph Gomez, Purchasing Manager, explained the need to dispose of broken calculators, old uniforms, etc. without going through the bidding or quote process.

Councilman Ford is nervous with the change because there was misuse in the past. Mr. Gomez said internal checks and balances can be developed for multiple approvals.

Mr. Noftall addressed Council with his concerns regarding internal controls.

Councilman Ford is also concerned with the City Manager's authority level being increased. He doesn't have faith in internal controls or policies and procedures.

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

b. First Reading - Ordinance No. 2015-17 - Amending City Code Section 2-265 - Waiver of Irregularities

Mayor Green read Ordinance No. 2015-17.

ORDINANCE NO. 2015-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-265, RELATING TO WAIVER OF IRREGULARITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-17 on first reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

c. First Reading - Ordinance No. 2015-18 - Amending City Code Section 2-267 - Waiver of Bidding Requirements

Mayor Green read Ordinance No. 2015-18.

ORDINANCE NO. 2015-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-267, ESTABLISHING BIDDING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-18 on first reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette.

Councilman Burnette wasn't clear on the purpose of this ordinance. Mr. Gomez advised that the ordinance is just clarifying the existing code. Councilman Burnette echoed Councilman Stiltner's kudos to Mr. Gomez.

Councilman Stiltner would like the renewals to come back to Council for discussion and review. Mr. Gomez advised that the renewal is not automatic. There is documentation that is needed.

Mayor Green asked Purchasing to track contracts so that they are renewed or bid out in a timely manner before they expire. Mr. Gomez agreed and advised that he is tracking the terms.

Councilman Ford is deeply concerned because of past issues. Ms. Roberts advised that the renewal is not automatic. The City Manager will need to approve the renewal after review of the evaluations and documentation.

Mr. Schaefer agreed with Councilman Ford. He believes Council needs to keep as much control as possible.

Councilman Stiltner would like to discuss this item in further detail at another time to discuss the contract renewal issue.

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

d. First Reading - Ordinance No. 2015-19 - Amending City Code Section 2-271 - Emergency Purchases

Mayor Green read Ordinance No. 2015-19.

ORDINANCE NO. 2015-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-271, RELATING TO EMERGENCY PURCHASES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-19 on first reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried

unanimously by roll call vote after no public comments.

17. Monthly Financial Reports - March 15

Tracey Riehm, Finance Director, provided an update on the City's financial position.

Councilman Ford asked if she sees any problems. Ms. Riehm said overtime has been over but the overall personnel budget is in line. Mr. Harden advised that an overtime report will be generated by Human Resources on a monthly basis that he will share with Council.

Councilman Burnette asked for an update on the CAFR. Ms. Riehm is hopeful to present the CAFR on June 2, 2015. Councilman Burnette asked for balance sheets quarterly. He is also concerned of the drop off of water/sewer of $185,000 of revenue. Ms. Riehm explained the billing cycles. She has been comparing the cycles but believes it is just a timing issue. Mr. Harden advised that the weather affects the usage as well.

Vice Mayor Bastian asked if ad valorem taxes will still trickle in. Ms. Riehm said the collections are in line with previous years, but yes it will trickle in.

Councilman Stiltner asked Council to discuss the policy for the unassigned fund balances. He believes the policy of 15% needs to be raised but he'd like to also have a maximum range.

Mr. Noftall believes the report is incomplete and asked how the data is picked. He advised Council of the incomplete information provided regarding the golf course expenses.

Mayor Green wants an overview of the issues and the resolutions relating to the Finance Department. He wants to know that there is enough staff to handle the needs of the community. Mr. Harden's understanding of the golf expenses was not that they were not reported. The request was what the surcharges were spent on and that was produced. Ms. Riehm advised that her report is on what is provided by Kemper Sports.

Councilman Ford believes complete reports should be provided quarterly. Mr. Harden said Staff is working on providing balance sheets on a quarterly basis. He said the CAFR is not useful for management purposes. The balance sheets are what Staff needs. Ms. Riehm said the balance sheets are being delayed because of the audit delays.

Mr. Schaefer believes is would be nice to see what's actual vs. what was budgeted for each quarter.

Report accepted as presented.

K. COMMENTS

18. City Attorney Comments

There were no further comments.

19. Interim City Manager Comments

Mr. Harden advised Council that an internal affairs investigation was conducted after Mark Schaefer made comments at the January 6, 2015 Council meeting regarding the investigation of the burglary that occurred at his home in 2006. The internal affairs investigation found that the burglary investigation was conducted properly with all suspects arrested and all items returned. There was no misconduct.

He advised that Kemper Sports has no objection to withdrawing the restaurant from the contract. Alan Rosen, Interim Assistant City Manager, advised that a 25% reduction in the management fee. Council agreed to move forward with an RFP for a restaurateur.

Mr. Harden advised that the tree lights at City Center will not be allowed year round without conduit to every tree at the estimated cost of $120,000. Council does not want to spend the money on lights for year round usage.

L. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports
    a) River to Sea TPO Board - Councilman Ford reported that the TPO is developing their long range plan. He asked for road projects as the TPO has funds available. There is also money available for urban trails.
    b) General Employee's Pension Board - Councilman Stiltner reported the last quarter was not great but overall it is okay (7.9%).
    c) YMCA – Councilman Stiltner reported that the YMCA just had their community campaign but he has no numbers yet.

ADJOURNMENT: 8:25 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Resolution No. 15-21 - Listing Agent Utility Deposits

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution 15-21

SUMMARY: On March 17, 2015 Council determined it was in the City's best interest to cap listing agent utility deposits at $2,000, provided that the listing agent remains in good standing with the City. The attached Resolution provides for implementation of the cap.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-21	Reso. No. 15-21.pdf

Riehm, Tracey	Created/Initiated - 05/07/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

RESOLUTION NO. 15-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING REVISED UTILITY DEPOSITS; PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, said Chapter 74 allows for the adjustment of utility fees and charges by the City Council; and

WHEREAS, the City Council has determined that the charges reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

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

Section 1. Purpose

The City Council finds that adjustments are necessary to offset the administrative cost involved in managing multiple residential accounts under the control of a single listing agent.

Section 2. Deposits for Service

For Listing Agents, deposits will be calculated in accordance with Resolution 14-82, Part B Section 5. However, once a Listing Agent has reached a total deposit of two thousand dollars ($2,000.00), no additional deposit will be required as long as all of the agent's accounts with the City are current and in good standing. Should any of the Listing Agent's accounts become delinquent, the cap will be forfeited and all deposits due under Resolution 14-82 will immediately become due and owing.

Section 3. Conflicting Resolutions

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

Section 4. Effective Date

This Resolution shall become effective immediately upon adoption by the City Council

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Resolution No. 15-26 - Request to Vacate Right-of-Way - Chamberlin Boulevard, East of Finley Drive

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Resolution #15-26 vacating the portion of Chamberlin Boulevard east of Finley Drive as shown on the plat of Commonwealth Mobile Home Estates, 2nd Addition, subject to receiving a replacement drainage and utilities easement.

SUMMARY: Maplewood, LLC, the owner of the real property known as the Maplewood Mobile Home Estates, has submitted a right-of-way vacation application for the segment of Chamberlin Boulevard east of Finley Drive as shown on the plat of Commonwealth Mobile Home Estates, 2nd Addition, Map Book 31, Pages 104-106. The subject right-of-way was never improved and is currently an open green space extending from the east side of Finley Drive eastward to the edge of the Halifax Canal. The applicant desires to allow the area to be used by the park residents as a community garden.

The right-of-way vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the request and the area was inspected with respect to city codes and possible effects on adjacent properties. Release letters have been obtained from all franchised utility companies. City potable water, sanitary sewer, and storm drain facilities exist along the northern and eastern boundaries and the applicant has agreed to a replacement easement over those existing underground facilities. The right of way area may be vacated as described in attached Exhibit “A” with a replacement easement as shown on attached Exhibit “B.”

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-26	Reso. No. 15-26.pdf
2.	Quit-Claim Deed	DeedQuit-ClaimfromCity.pdf
3.	Right of Way Vacation Application	ROW Vacation Application.pdf
4.	Utility, Drainage, and Access Easement	Utility Drainage & Access Easement .pdf

Johnson, Linda Created/Initiated - 04/28/2015

Wilson, Rick	Approved - 04/28/2015
Neff, Andrew	Approved - 04/28/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

RESOLUTION NO. 15-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA VACATING A PORTION OF THE CHAMBERLIN BOULEVARD RIGHT OF WAY SUBJECT TO A RESERVATION OF A DRAINAGE AND UTILITIES EASEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT-CLAIM DEED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Maplewood, LLC (formerly known as Maplewood Mobile Estates LTD) is the record owner of portions of Blocks 2 through 15, Commonwealth Mobile Estates, Second Addition, as per map in Map Book 31, Page 104, Public Records of Volusia County, Florida (the "Property"); and D. Andrew Clark, Manager of Maplewood, LLC has applied for the vacation of the portion of Chamberlin Boulevard east of Finley Drive; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate a right of way under constitutional home rule powers, Chapter 166 and Chapter 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the portion of the public right of way to be vacated is not presently in use, other than as more particularly described hereafter, and that adjoining and neighboring owners of property will not be adversely affected by the vacation of a portion of the public right of way; and, it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon this portion of the public right of way as more particularly described below.

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

SECTION 1. The interest of the City of Port Orange, Volusia County, Florida in a portion of the following described public right of way is hereby declared to be vacated and abandoned and any right, title, and interest of the City of Port Orange and any public rights in and to the public right of way hereby vacated are renounced and disclaimed; the portion of the dedicated public right of way to be vacated is more particularly described on **"Exhibit A - Chamberlin Boulevard"** attached hereto and made a part hereof by reference; and,

SECTION 2. The applicant, Maplewood, LLC., has agreed to grant to the City a replacement easement over the underground utilities and drainage infrastructure existing along the north and east portions of the area to be vacated as more particularly described on, **"Exhibit B - Utilities, Drainage, and Access Easement"** attached hereto and made a part hereof.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute a quit-claim deed to the afore-described property to effectuate the intent of this Resolution.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions or application thereof.

SECTION 5. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 6. This Resolution shall become effective immediately upon simultaneous recording of a certified copy of the resolution No. 15-26, the Quit Claim Deed and the replacement drainage and utilities easement.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick CMC, City Clerk

Adopted on the _____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

EXHIBIT A - Chamberlin Boulevard

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-6386
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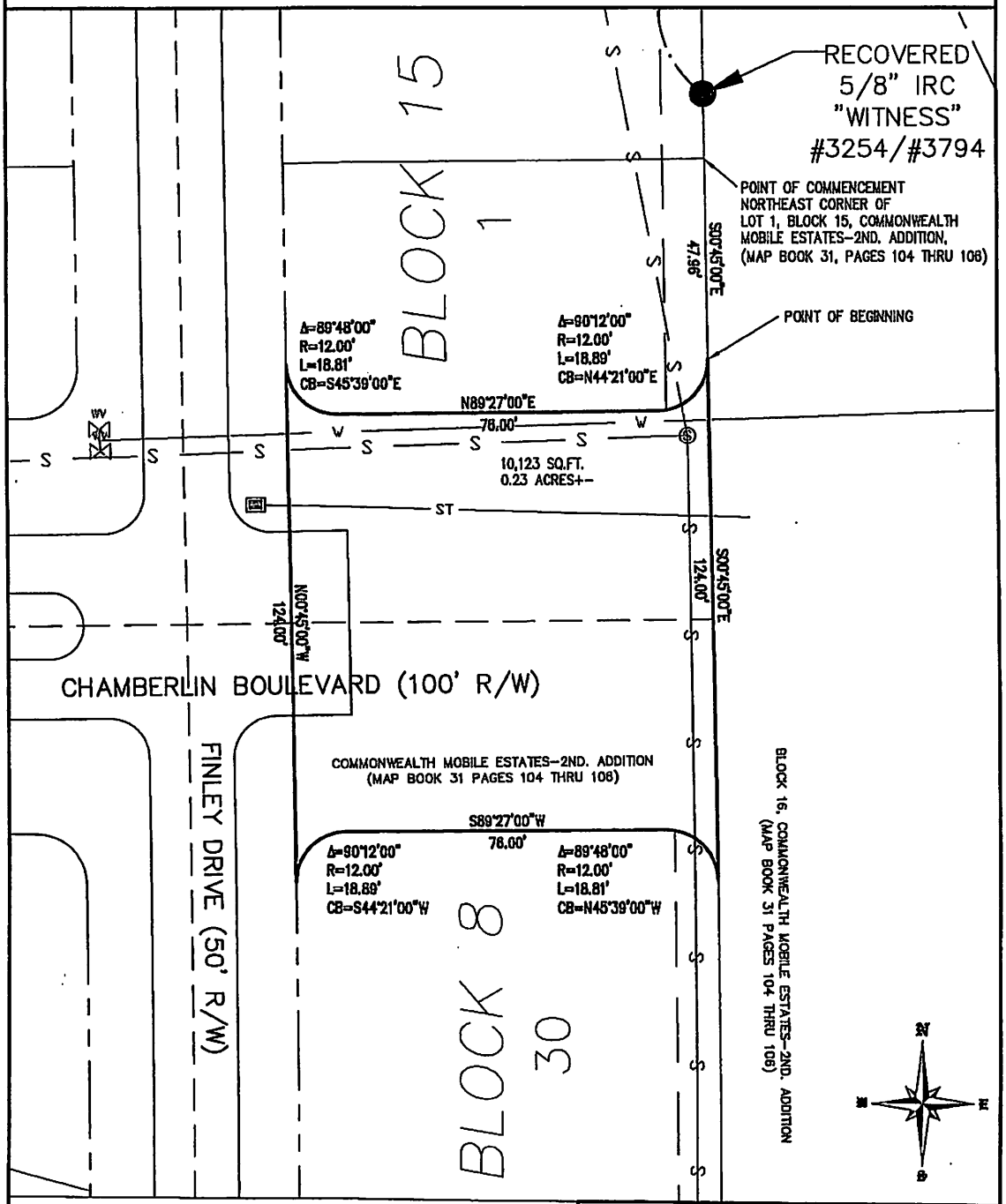

SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CLARK PROPERTIES/ALL ABOARD PROPERTIES

DESCRIPTION: A PORTION OF CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION, MAP BOOK 31, PAGES 104-106.
SEE SHEET 2 FOR COMPLETE DESCRIPTION

JOB #14-1045VAC

SCALE: 1"=30' FIELD BOOK: PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

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SURVEYORS NOTES

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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON EAST LINE OF BLOCK 15 COMMONWEALTH MOBILE ESTATES-2ND ADDITION MAP BOOK 30 PAGES 104-106_____ BEING N00°45'00"W_____.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 10-07-14.

A PORTION OF CHAMBERLIN BOULEVARD A 100 FT RIGHT-OF-WAY, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AS RECORDED IN MAP BOOK 31, PAGES 104 THRU 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 15 SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION; THENCE S00°45'00"E ALONG THE EASTERLY LINE SAID LOT 1, BLOCK 15, A DISTANCE OF 47.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUE ON THE EASTERLY RIGHT-OF-WAY LINE OF CHAMBERLIN BOULEVARD S00°45'00"E, A DISTANCE OF 124.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD, SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AND THE BEGINNING OF THE CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF N45°39'00"W; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 18.81 FEET; THENCE S89°27'00"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 76.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE SOUTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE 18.89 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE N00°45'00"W, A DISTANCE OF 124.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHAMBERLIN BOULEVARD AND THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF S45°39'00"E; THENCE SOUTHEASTERLY ALONG THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.81 FEET; THENCE N89°27'00"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 76.00 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE NORTHEASTERLY ON THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, 18.89' TO THE POINT OF BEGINNING.
CONTAINING 10,123 SQUARE FEET OR 0.23 ACRES PLUS OR MINUS.

REFERENCE: CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CLARK PROPERTIES/ALL ABOARD PROPERTIES	10-07-2014	10-1045VAC
DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	DATE	14-1045VAC	LH	MSM	J ZAPERT
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
O.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT B - Utilities, Drainage and Access Easement

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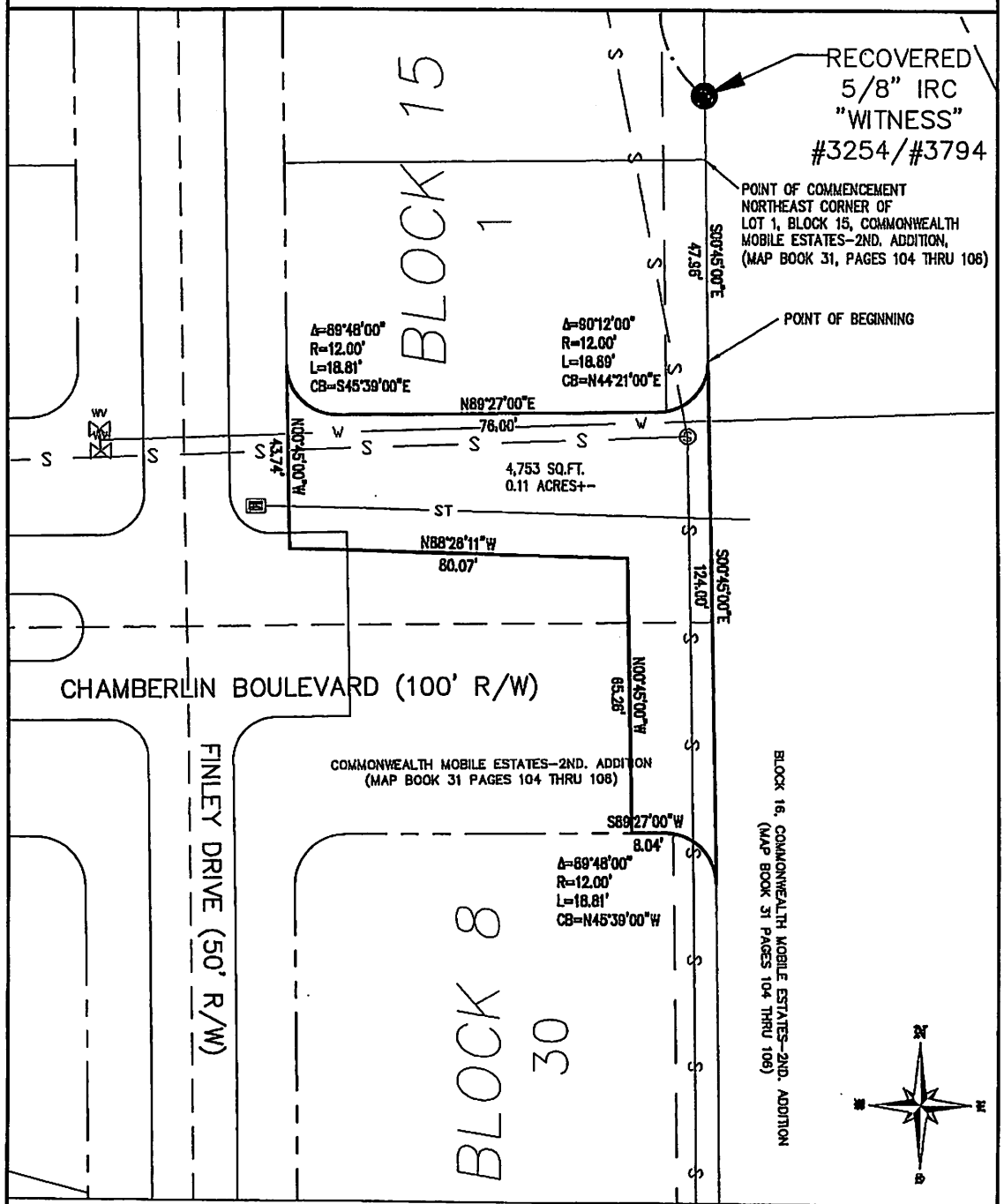

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JOB #14-1045

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U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

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CONTAINING 4,753 SQUARE FEET OR 0.11 ACRES PLUS OR MINUS.

REFERENCE: CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CLARK PROPERTIES/ALL ABOARD PROPERTIES	10-07-2014	10-1045
DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	DATE	14-1045	LH	MSM	J ZAPERT
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4048
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

Prepared by
Linda D Johnson R/W-NAC
Right of Way Agent
City of Port Orange
1000 City Center Circle, Port Orange FL 32129
and
Return to:
D. Andrew Clark, Mgr
Maplewood, LLC
5111 Ridgewood Ave., Suite 201, Port Orange FL 32127

Adjacent Property Parcel No. 6315-07-02-0010

{Space Above This Line For Recording Data}

Quit-Claim Deed

This Indenture, made this _____ day of _____, 2015, between **CITY OF PORT ORANGE, FLORIDA,** a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, Grantor, and **MAPLEWOOD, LLC**, a Florida Limited Liability Company, mailing address: 5111 Ridgewood Ave., Suite 201, Port Orange FL 32127, Grantee.

Witnesseth: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the said Grantee, its successor and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida:

> A portion of Chamberlin Boulevard, a 100 ft. right of way, Commonwealth Mobile Estates -2nd Addition as recorded in Map Book 31, Pages 104 thru 106 of the Public Records of Volusia County, Florida, vacated and abandoned by Resolution No. 15-_____, the parcel being more particularly depicted and described on attached **Exhibit A;** and
>
> **SUBJECT TO** a reservation of Drainage and Utility Easement as more particularly depicted and described on the attached **Exhibit B**, also being a sketch and legal description prepared by Sliger & Associates, Inc., Professional Land Surveyors, Lic. 6208.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity to the only proper use, benefit and behoof of Grantee forever. By acceptance of this deed, the Grantee agrees to not place any structure or tree on the above-described reserved drainage and utility easement property; and the Grantor shall not be liable for removal if any such structure or tree are so placed.

In Witness Whereof, Grantor has hereunto has caused this Quit-Claim Deed to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

City of Port Orange, Florida
a chartered municipal corporation

_____
Printed Witness Name:

_____

By:_____
ALLEN GREEN, Mayor

_____
Printed Witness Name:

Attest:_____
Robin L. Fenwick CMC, City Clerk

_____
(Witnesses as to Grantor/City)

[Notary Acknowledgment on Next Page]

(*Corporate Seal*)

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing Quit-Claim Deed was acknowledged before me this _____ day of _____, 2015, by ALLEN GREEN, Mayor and ROBIN L. FENWICK CMC, City Clerk who executed the foregoing instrument, a quit-claim deed authorized by resolution for the vacation of a portion of Chamberlin Boulevard described on the attached Exhibits A and B, on behalf of Grantor, **City of Port Orange, Florida,** a chartered municipal corporation, and they are:
[X] personally known to me, or [_] provided identification in the form of government issued identification.

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

EXHIBIT A - Chamberlin Boulevard

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
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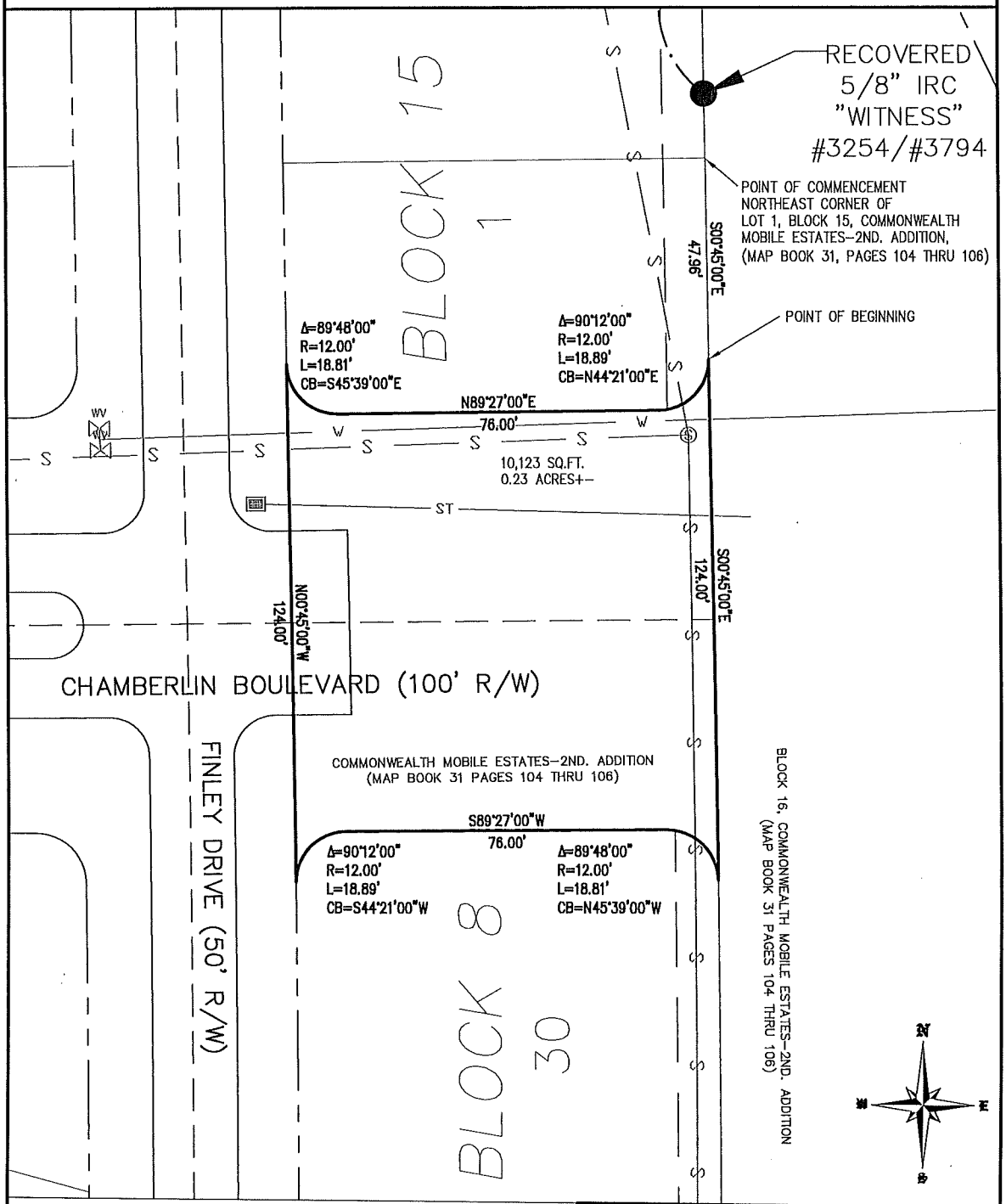
www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: CLARK PROPERTIES/ALL ABOARD PROPERTIES

DESCRIPTION: A PORTION OF CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION, MAP BOOK 31, PAGES 104-106.
SEE SHEET 2 FOR COMPLETE DESCRIPTION

JOB #14-1045VAC

SCALE: 1"=30' FIELD BOOK: PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

SLIGER & ASSOCIATES, INC.

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SURVEYORS NOTES

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2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON EAST LINE OF BLOCK 15 COMMONWEALTH MOBILE ESTATES-2ND ADDITION MAP BOOK 30 PAGES 104-106_____ BEING N00°45'00"W_____.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 10-07-14.

A PORTION OF CHAMBERLIN BOULEVARD A 100 FT RIGHT-OF-WAY, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AS RECORDED IN MAP BOOK 31, PAGES 104 THRU 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 15 SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION; THENCE S00°45'00"E ALONG THE EASTERLY LINE SAID LOT 1, BLOCK 15, A DISTANCE OF 47.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUE ON THE EASTERLY RIGHT-OF-WAY LINE OF CHAMBERLIN BOULEVARD S00°45'00"E, A DISTANCE OF 124.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD, SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AND THE BEGINNING OF THE CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF N45°39'00"W; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 18.81 FEET; THENCE S89°27'00"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 76.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE SOUTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE 18.89 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE N00°45'00"W, A DISTANCE OF 124.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHAMBERLIN BOULEVARD AND THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF S45°39'00"E; THENCE SOUTHEASTERLY ALONG THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.81 FEET; THENCE N89°27'00"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 76.00 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE NORTHEASTERLY ON THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, 18.89' TO THE POINT OF BEGINNING.
CONTAINING 10,123 SQUARE FEET OR 0.23 ACRES PLUS OR MINUS.

REFERENCE: CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION

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DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2 VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	DATE	14-1045VAC	LH	MSM	J ZAPERT
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
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RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT B - Reserved Drainage and Utilities Easement

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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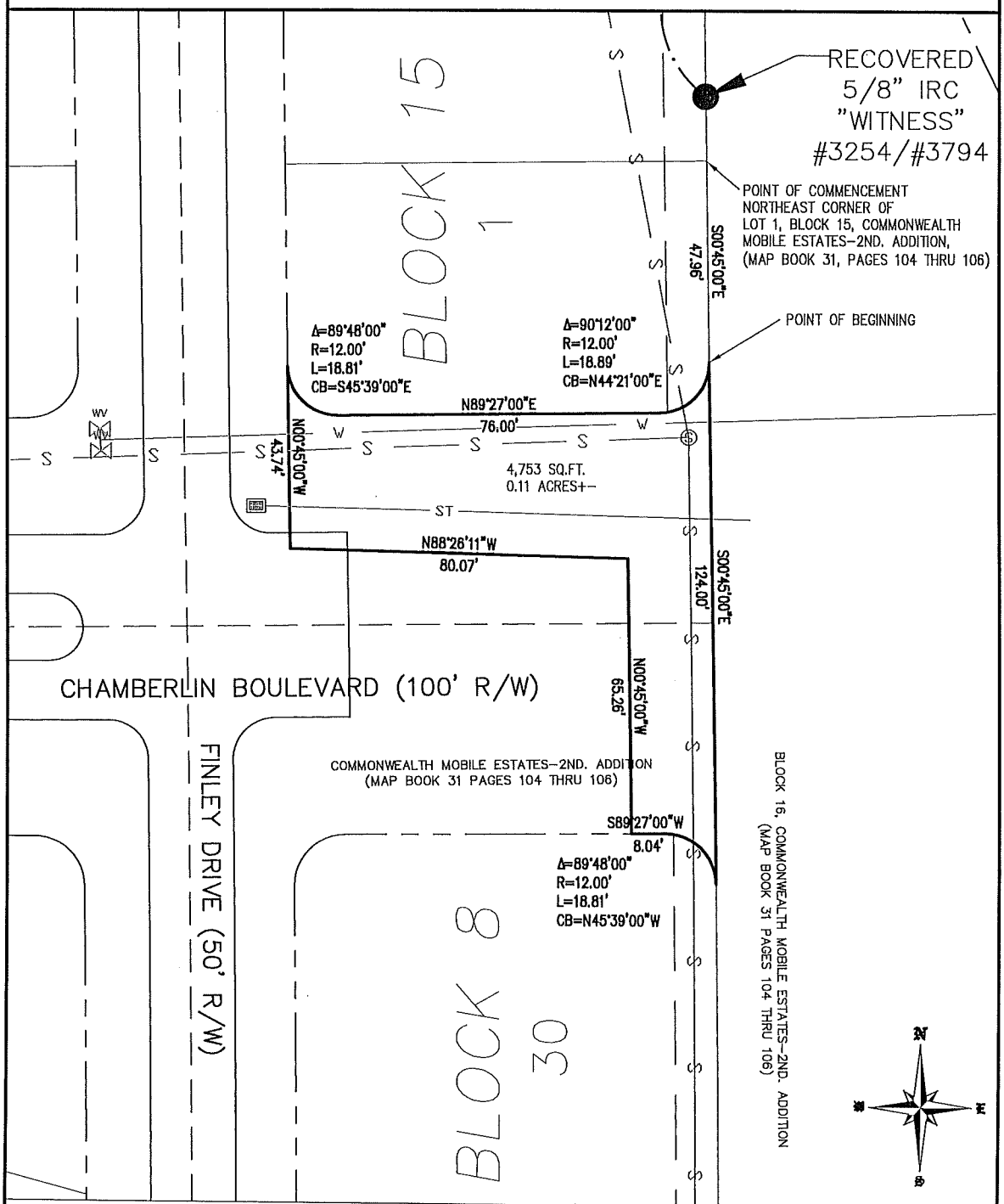

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SEE SHEET 2 FOR COMPLETE DESCRIPTION

JOB #14-1045

SCALE: 1"=30' FIELD BOOK: PAGE:

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(D)	DEEDED DIMENSION
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SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
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DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	DATE	14-1045	LH	MSM	J ZAPERT
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MICHAEL S. MURPHY, P.S.M. NO. 6208

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.
14-75000001

DATE APPLICATION RECEIVED
11/10/14

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699/www.port-orange.org

RIGHT-OF-WAY VACATION APPLICATION

Applicant: MAPLEWOOD, LLC., f/k/a Maplewood Mobile Estates LTD

Address: 5111 Ridgewood Ave., Suite 201, Port Orange FL 32127

Phone: 386.236.1970 Fax: 386.763.2281 Email: aclark@GoAllAboard.com

Adjacent Property 1 Owner(s): Same as Applicant.

Address: _____ Parcel No.: _____

Phone: _____ Fax: _____ Email: _____

Adjacent Property 2 Owner(s): Same as Applicant.

Address: _____ Parcel No.: _____

Phone: _____ Fax: _____ Email: _____

(Provide a separate attachment for additional adjacent properties if necessary)

Legal Description of the proposed right-of-way vacation area *(provide a separate attachment if necessary)*:
See attached sketch/description: East terminus of Chamberlin Blvd.; subject to reservation of easements in favor of the City for existing utilities and storm drainage structures.

Purpose for the proposed right-of-way vacation: Private use of an unimproved R/W.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey of the proposed easement vacation area and the adjacent properties
2. A copy of the recorded deeds for the adjacent properties
3. A property tax payment certification or a copy of the total property tax payment receipt for the adjacent properties
4. The application processing and recording fee payment of $250.00
5. The completed original application form (notarized signatures required on Page 2)

Maplewood, LLC (f/k/a Maplewood Mobile Estates LTD

Applicant Signature: By: _____ Date: November 6, 2014
D. Andrew Clark, Manager

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Adjacent Property 1 Owner Signature: _____ Date: _____

Adjacent Property 1 Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this November 6, _____, 2014 by D. Andrew Clark, Manager of Maplewood, LLC _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ Notary Public, Commission No. _____
(Signature)

(Name of Notary typed, printed or stamped)

LINDA D. JOHNSON
MY COMMISSION EXPIRES
November 13, 2016
#EE 849902
Bonded thru
Troy Fain - Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Adjacent Property 2 Owner Signature: _____ Date: _____

Adjacent Property 2 Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____, 20____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ Notary Public, Commission No. _____
(Signature)

_____
(Name of Notary typed, printed or stamped)

(Provide a separate attachment for additional adjacent properties if necessary)

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
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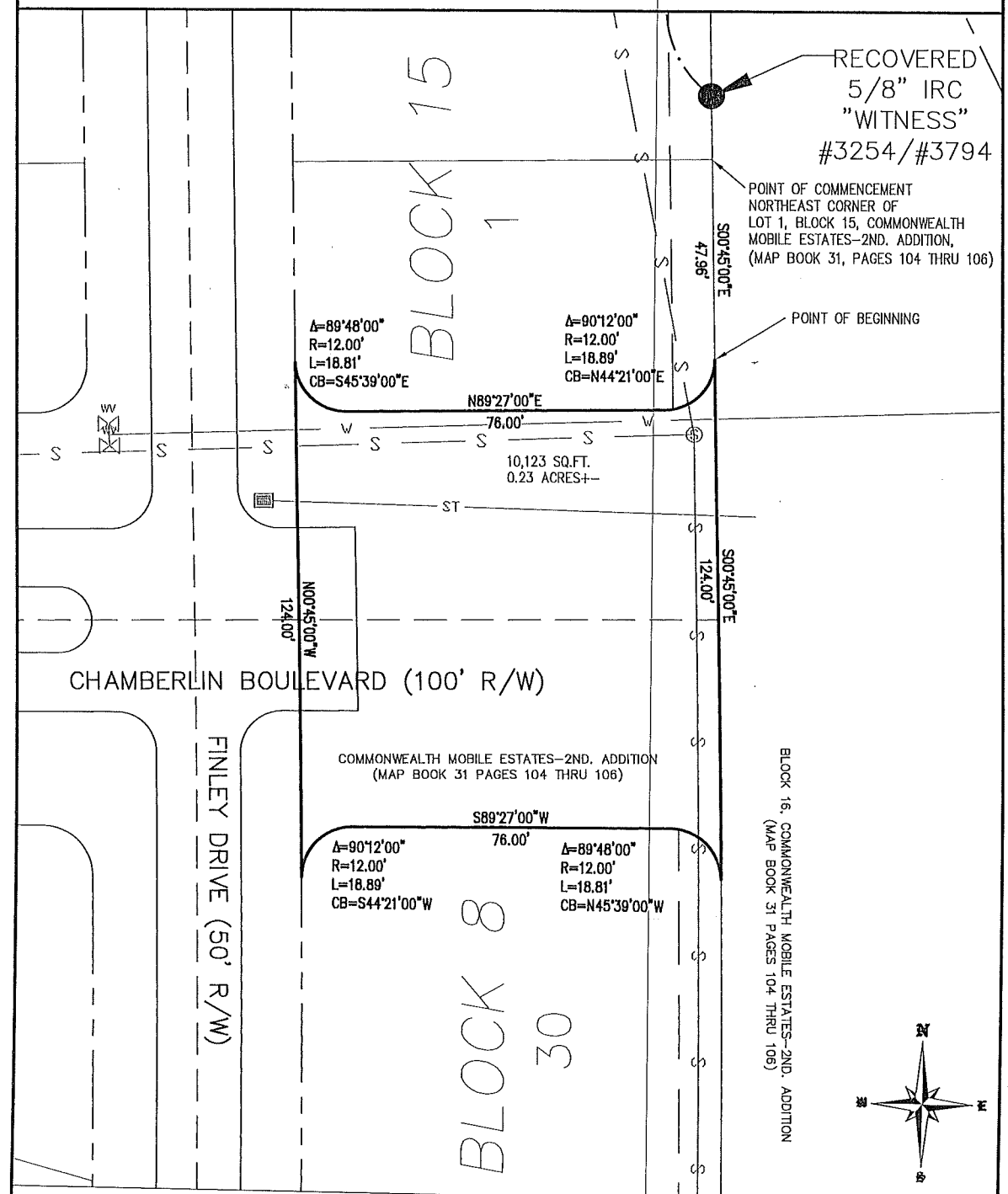

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LEGEND

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7. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 10-07-14.

A PORTION OF CHAMBERLIN BOULEVARD A 100 FT RIGHT-OF-WAY, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AS RECORDED IN MAP BOOK 31, PAGES 104 THRU 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 15 SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION; THENCE S00°45'00"E ALONG THE EASTERLY LINE SAID LOT 1, BLOCK 15, A DISTANCE OF 47.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUE ON THE EASTERLY RIGHT-OF-WAY LINE OF CHAMBERLIN BOULEVARD S00°45'00"E, A DISTANCE OF 124.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE SAID CHAMBERLIN BOULEVARD, SAID COMMONWEALTH MOBILE ESTATES-2ND. ADDITION AND THE BEGINNING OF THE CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF N45°39'00"W; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 18.81 FEET; THENCE S89°27'00"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 76.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE SOUTHWESTERLY ALONG THE ARC SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE 18.89 FEET; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE N00°45'00"W, A DISTANCE OF 124.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHAMBERLIN BOULEVARD AND THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 89°48'00" AND A CHORD BEARING OF S45°39'00"E; THENCE SOUTHEASTERLY ALONG THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.81 FEET; THENCE N89°27'00"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 76.00 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 90°12'00"; THENCE NORTHEASTERLY ON THE ARC SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, 18.89' TO THE POINT OF BEGINNING.
CONTAINING 10,123 SQUARE FEET OR 0.23 ACRES PLUS OR MINUS.

REFERENCE: CHAMBERLIN BOULEVARD, COMMONWEALTH MOBILE ESTATES-2ND. ADDITION

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CLARK PROPERTIES/ALL ABOARD PROPERTIES	10-07-2014	10-1045VAC
DESCRIPTION	CITY OF PORT ORANGE		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	DATE	14-1045VAC	LH	MSM	J ZAPERT
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Michael S. Murphy

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

COUNTY OF VOLUSIA, FLORIDA 2013 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
631507020010	3636830	5437 NEWMAN, PORT ORANGE	2013	402	

See reverse side for important information

BLKS 2 TO 15 INC EXC BLKS 14A
COMMONWEALTH MOBILE ESTS 2ND A
DD MB 31 PGS 104 TO 106 INC E
See Additional Legal on Tax Roll

MAPLEWOOD MOBILE ESTATES
LTD
5111 RIDGEWOOD AVE 201
PORT ORANGE, FL 32127

Volusia County County of Volusia
Paid By AEGON USA REALTY ADVISO 11/15/2013 $101,283.72
Receipt # 114-13-00000283

AD VALOREM TAXES

TAXING AUTHORITY	MILL. RATE	ASSESSED VAL.	EXEMPTIONS	TAXABLE VAL.	TAXES LEVIED
COUNTY	6.87090	3,662,244	0	3,662,244	25,162.91
VOLUSIA FOREVER	0.05470	3,662,244	0	3,662,244	200.32
VOLUSIA ECHO	0.20000	3,662,244	0	3,662,244	732.45
VOLUSIA FOREVER I & S - 2005	0.14530	3,662,244	0	3,662,244	532.12
MOSQUITO CONTROL	0.20800	3,662,244	0	3,662,244	761.75
PONCE INLET/PORT AUTHORITY	0.09290	3,662,244	0	3,662,244	340.22
SCHOOL	7.35800	3,662,244	0	3,662,244	26,946.79
PORT ORANGE	4.69910	3,662,244	0	3,662,244	17,209.25
PORT ORANGE I & S - 1998	0.00000	3,662,244	0	3,662,244	0.00
PORT ORANGE I & S - 2006	0.49100	3,662,244	0	3,662,244	1,798.16
ST JOHNS RIVER WATER MGMT	0.32830	3,662,244	0	3,662,244	1,202.31
FLORIDA INLAND NAVIGATION DIST	0.03450	3,662,244	0	3,662,244	126.35
HALIFAX HOSPITAL	1.00000	3,662,244	0	3,662,244	3,662.24

TOTAL MILLAGE: 21.48270 **TOTAL AD VALOREM TAXES:** $78,674.87

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
4021 PORT ORANGE STORMWATE		26,829.00

TOTAL NON-AD VALOREM ASSESSMENTS: $26,829.00

COMBINED TAXES & ASSESSMENTS:

The total in each box already reflects the discount. Please pay only one amount. See reverse side for other instructions and information.

If Postmarked By	Please Pay
Nov 30, 2013	$0.00

DO NOT WRITE ON THIS PORTION. PLEASE DETACH AND RETURN WITH YOUR PAYMENT.

COUNTY OF VOLUSIA, FLORIDA 2013 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
631507020010	3636830	5437 NEWMAN, PORT ORANGE	2013	402	

See reverse side for important information

BLKS 2 TO 15 INC EXC BLKS 14A
COMMONWEALTH MOBILE ESTS 2ND A
DD MB 31 PGS 104 TO 106 INC E
See Additional Legal on Tax Roll

MAPLEWOOD MOBILE ESTATES
LTD
5111 RIDGEWOOD AVE 201
PORT ORANGE, FL 32127

YOUR CANCELLED CHECK IS YOUR RECEIPT
PAY IN U.S. FUNDS TO: COUNTY OF VOLUSIA.

Paid

Please Pay One Amount Only	If Postmarked By	Nov 30, 2013
	Please Pay	$0.00

11/15/2013 Receipt # 114-13-00000283 $101,283.72

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

COUNTY OF VOLUSIA, FLORIDA 2014 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
631507020010	3636830	1000 CHAMBERLIN, PORT ORANGE	2014	402	

See reverse side for important information

BLKS 2 TO 15 INC EXC BLKS 14A
COMMONWEALTH MOBILE ESTS 2ND A
DD MB 31 PGS 104 TO 106 INC E
See Additional Legal on Tax Roll

MAPLEWOOD MOBILE ESTATES
LTD
5111 RIDGEWOOD AVE 201
PORT ORANGE, FL 32127

Volusia County County of Volusia
Paid By AEGON USA REALTY ADVISO 11/25/2014 $106,968.91
Receipt # 112-14-00000122

AD VALOREM TAXES

TAXING AUTHORITY	MILL. RATE	ASSESSED VAL.	EXEMPTIONS	TAXABLE VAL.	TAXES LEVIED
COUNTY	6.87090	3,998,041	0	3,998,041	27,470.14
VOLUSIA FOREVER	0.06270	3,998,041	0	3,998,041	250.68
VOLUSIA ECHO	0.20000	3,998,041	0	3,998,041	799.61
VOLUSIA FOREVER I & S - 2005	0.13730	3,998,041	0	3,998,041	548.93
MOSQUITO CONTROL	0.18800	3,998,041	0	3,998,041	751.63
PONCE INLET/PORT AUTHORITY	0.09290	3,998,041	0	3,998,041	371.42
SCHOOL	7.33600	3,998,041	0	3,998,041	29,329.63
PORT ORANGE	4.45890	3,998,041	0	3,998,041	17,826.87
PORT ORANGE I & S - 2006	0.46200	3,998,041	0	3,998,041	1,847.09
ST JOHNS RIVER WATER MGMT	0.31640	3,998,041	0	3,998,041	1,264.98
FLORIDA INLAND NAVIGATION DIST	0.03450	3,998,041	0	3,998,041	137.93
HALIFAX HOSPITAL	1.00000	3,998,041	0	3,998,041	3,998.04
TOTAL MILLAGE:	21.15960			**TOTAL AD VALOREM TAXES:**	$84,596.95

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
4021 PORT ORANGE STORMWATE		26,829.00
TOTAL NON-AD VALOREM ASSESSMENTS:		$26,829.00

COMBINED TAXES & ASSESSMENTS:

The total in each box already reflects the discount. Please pay only one amount. See reverse side for other instructions and information.

If Postmarked By	Please Pay
Nov 30, 2014	$0.00

DO NOT WRITE ON THIS PORTION. PLEASE DETACH AND RETURN WITH YOUR PAYMENT.

COUNTY OF VOLUSIA, FLORIDA 2014 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
631507020010	3636830	1000 CHAMBERLIN, PORT ORANGE	2014	402	

See reverse side for important information

BLKS 2 TO 15 INC EXC BLKS 14A
COMMONWEALTH MOBILE ESTS 2ND A
DD MB 31 PGS 104 TO 106 INC E
See Additional Legal on Tax Roll

MAPLEWOOD MOBILE ESTATES
LTD
5111 RIDGEWOOD AVE 201
PORT ORANGE, FL 32127

YOUR CANCELLED CHECK IS YOUR RECEIPT
PAY IN U.S. FUNDS TO: COUNTY OF VOLUSIA.

Paid

Please Pay One Amount Only	If Postmarked By	Nov 30, 2014
	Please Pay	$0.00

11/25/2014 Receipt # 112-14-00000122 $106,968.91

Case No.: 14-75000001

Applicant: Maplewood, LLC, owner of the adjacent properties.

Location: Chamberlin Boulevard right-of-way per plat of Commonwealth Mobile Estates - 2nd Addition

Requested Action: To vacate a portion of the Chamberlin Boulevard right-of-way per plat of Commonwealth Mobile Estates - 2nd Addition

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

WARRANTY DEED
INDIVID. TO INDIVID

BOOK 3473 PAGE 0377
VOLUSIA CO., FL

RANCO FORM 01

Return to: (enclose self-addressed stamped envelope)
Name: Robert Abraham
Address: 149-G South Ridgewood Avenue
Daytona Beach, FL 32114

This Instrument Prepared by:
Robert Abraham
Address: 149-G South Ridgewood Avenue
Daytona Beach, FL 32114

Property Appraisers Parcel Identification (Folio) Number(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 23rd day of May A. D. 19 90 by
Douglas J. Clark

hereinafter called the grantor, to Maplewood Mobile Estates, Ltd., a Florida limited partnership

whose postoffice address is 5120 Riverside Drive, Allandale, Florida 32127 *hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00--- *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* County, Florida, viz:

All of Blocks 2 through 15, inclusive, COMMONWEALTH MOBILE ESTATES, SECOND ADDITION, as per map in Map Book 31, page 104, Except Lots 1, 2, 14 and 15, Block 5; Lots 1, 2, 15 and 16, Block 6; Lots 1, 2, 16 and 17, Block 7; and Lots 1 through 16, inclusive, Block 8, and excluding all of Block 14A, all in the Public Records of Volusia County, Florida.

The property described herein is improved as a mobile home park and is not the homestead of the grantor, who does not reside on this property or any adjoining property, but resides at 5120 Riverside Drive, Allandale, Florida 32127

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,* 19 89

REC FEE $ 6.00
DOC ST $ .55
INT TAX $
PENALTY $
RENT $

REC'D PAYMENT AS INDICATED FOR CLASS C INTANGIBLE & DOC STAMP TAX RECORDING
Clerk Circuit Court Volusia Co. Florida

In Witness Whereof, *the said grantor has hereunto set his hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Robert Abraham
Barbara L. Willis

Douglas J. Clark (L.S.)
Douglas J. Clark (L.S.)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Douglas J. Clark

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May A. D. 1990.

Notary Public, State of Florida
My Commission Expires Feb. 13, 1994
Bonded Thru Troy Fain-Insurance Inc.

Barbara L. Willis

065899

FILED FOR RECORD
RECORD VERIFIED
CLERK CIRCUIT COURT
VOLUSIA CO., FL
90 MAY 31 PM 2:31

065899

CERTIFICATE OF MERGER
OF
MAPLEWOOD MOBILE ESTATES, LTD
AND
MAPLEWOOD, LLC

A30072
L06000044694

FILED
2006 JUN 28 PM 4:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS CERTIFICATE OF MERGER is made pursuant to Florida Statutes 608.4382 and pertains to a merger between MAPLEWOOD MOBILE ESTATES, LTD, as the acquired entity, and MAPLEWOOD, LLC, as the acquiring and surviving entity.

1. The Plan of Merger whereby MAPLEWOOD MOBILE ESTATES, LTD. will be acquired by and merged into MAPLEWOOD, LLC as the surviving entity has been adopted, and was approved by each limited liability company in accordance with the applicable provisions of Florida Statutes Chapter 608. A copy of the Plan of Merger and the Action on Plan of Merger is attached hereto.

2. The effective date of the merger shall be the date of filing with the Department of State..

3. The parties hereto intend that a copy of the Certificate of Merger, certified by the Florida Department of State, will be filed in the official records of Volusia County, Florida, in which MAPLEWOOD MOBILE ESTATES, LTD. holds an interest in real property.

4. The Manager of MAPLEWOOD, LLC is D. Andrew Clark.

IN WITNESS WHEREOF, this Certificate of Merger is executed by MAPLEWOOD MOBILE ESTATES, LTD, the acquired entity, and MAPLEWOOD, LLC, the acquiring and surviving entity this 16 day of June, 2006.

MAPLEWOOD MOBILE ESTATES, LTD
By: Clark Properties Corporation

BY: D. Andrew Clark
D. ANDREW CLARK, President

MAPLEWOOD , LLC

BY: D. Andrew Clark
D. ANDREW CLARK, MANAGER

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, President of Clark Properties Corporation, general partner of **MAPLEWOOD MOBILE ESTATES, LTD.**, a Florida limited partnership, and he (a) X is personally known to me; and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163802
Expires November 07 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, Manager of **MAPLEWOOD, LLC**, and he (a) X is personally known to me, and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163802
Expires November 07 2006

PLAN OF MERGER

THIS PLAN OF MERGER, is made and entered into this 16th day of June, 2006, by and between **MAPLEWOOD MOBILE ESTATES, LTD**, a Florida limited partnership, and **MAPLEWOOD , LLC**, a Florida Limited Liability Company. This Plan of Merger is prepared pursuant to Florida Statutes 608.438(3). The parties affirm as follows:

1. MAPLEWOOD, LLC will be the surviving or resulting limited liability company, and will merge with MAPLEWOOD MOBILE ESTATES, LTD. **MAPLEWOOD MOBILE ESTATES, LTD.** is a Florida limited partnership, and **MAPLEWOOD , LLC** is a Florida limited liability company. Both entities are organized and doing business in Florida, and the surviving entity will be **MAPLEWOOD , LLC**.

2. The terms and conditions of the merger are that MAPLEWOOD, LLC has acquired the ownership interests of MAPLEWOOD MOBILE ESTATES, LTD and therefore is the sole owner of all ownership interests. The assets and liabilities of **MAPLEWOOD MOBILE ESTATES, LTD** will be assumed by **MAPLEWOOD , LLC** on the effective date of the merger.

3. All assets and liabilities of **MAPLEWOOD MOBILE ESTATES, LTD** will become the assets and liabilities of **MAPLEWOOD , LLC** as a result of the merger.

4. The Articles of Organization and Operating Agreement of **MAPLEWOOD , LLC** shall remain in force and effect and are not being amended or restated.

5. The effective date of the merger is on the date of filing of the Certificate of Merger.

6. The Manager of **MAPLEWOOD, LLC** is D. Andrew Clark.

THIS PLAN OF MERGER is made and entered into this 16th day of June, 2006, by the parties hereto.

MAPLEWOOD MOBILE ESTATES, LTD
BY: Clark Properties Corporation, general partner

BY: D. Andrew Clark
D. Andrew Clark, President

MAPLEWOOD , LLC

BY: D. Andrew Clark
D. Andrew Clark, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared D. Andrew Clark, as President of Clark Properties Corporation, general partner of MAPLEWOOD MOBILE ESTATES, LTD, and he (a) X is personally known to me and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson

Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2008

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, Manager of **MAPLEWOOD , LLC**, a Florida limited liability company, and he (a) X is personally known to me and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson

Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2008

ACTION ON PLAN OF MERGER

THIS ACTION ON PLAN OF MERGER is made and entered into this 16 day of June, 2006, by the undersigned in accordance with Florida Statutes 608.438(1).

1. This approval of the Plan of Merger is being executed by all of the ownership interests of MAPLEWOOD MOBILE ESTATES, LTD, dated June 16, 2006, and MAPLEWOOD, LLC.

2. By its execution hereof, MAPLEWOOD MOBILE ESTATES, LTD, and MAPLEWOOD , LLC, indicate their consent to the Plan of Merger described herein.

3. The Partners of MAPLEWOOD MOBILE ESTATES, LTD, are Douglas J. Clark, as Trustee of the Douglas J. Clark Trust dated February 7, 1992; as to a 40% limited partnership interest; D. Andrew Clark, as Trustee of the D. Andrew Clark Trust dated May 28, 1999, as to a 59% limited partnership interest; and Clark Properties Corporation as general partner and as to a 1% partnership interest, and by their execution hereof, give their written approval of adoption of the Plan of Merger.

4. This Action on Plan of Merger is with respect to the attached Plan of Merger by and between MAPLEWOOD MOBILE ESTATES, LTD. and MAPLEWOOD, LLC, under which MAPLEWOOD, LLC, becomes the surviving entity and acquires all assets and assumes all liabilities of MAPLEWOOD MOBILE ESTATES, LTD.

MAPLEWOOD MOBILE ESTATES, LTD
a Florida limited partnership
BY: CLARK PROPERTIES CORPORATION

By: _____
D. ANDREW CLARK, President

OWNERSHIP INTERESTS OF MAPLEWOOD MOBILE ESTATES, LTD

D. ANDREW CLARK TRUST
dated May 28 1999 **as to 60%**
as limited partner

BY: _____
D. ANDREW CLARK, TRUSTEE

DOUGLAS J. CLARK TRUST
dated Feb. 7 1992 **, as to 40%**
as limited partner

BY: _____
DOUGLAS J. CLARK, TRUSTEE

CLARK PROPERTIES CORPORATION
As to 1%

By: _____
D. ANDREW CLARK, President

MAPLEWOOD, LLC

By: _____
D. Andrew Clark, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, Manager of **MAPLEWOOD, LLC**, a Florida limited liability company, and he (a) X is personally known to me; and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

_____
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, Trustee of **D. Andrew Clark Trust**, dated May 28, 1999, and he (a) X is personally known to me; or (b) ___ provided the following form of identification: _____, and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

_____
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **Douglas J. Clark**, Trustee of **Douglas J. Clark Trust dated February 7, 1992**, and he (a) X is personally known to me; or (b) ___ provided the following form of identification: _____, and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

_____
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, President of Clark Properties Corporation, general partner of **MAPLEWOOD MOBILE ESTATES, LTD**, a Florida limited partnership, and he (a) X is personally known to me; and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2006

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME the undersigned Notary Public duly authorized in the State and County aforesaid appeared **D. Andrew Clark**, President of Clark Properties Corporation, general partner of **MAPLEWOOD MOBILE ESTATES, LTD**, a Florida limited partnership, and he (a) X is personally known to me; and he executed the foregoing instrument for the purposes therein expressed this 16 day of June, 2006 and did/did not take an oath.

Cheryl Davidson
Notary Public
My Commission Expires:

Cheryl Davidson
My Commission DD163602
Expires November 07 2006

This Instrument Prepared By:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32141-5815

Portion of Parcel Nos. 6315-07-02-0010

This Document has been prepared without
benefit of a certified survey or title examination.

UTILITY, DRAINAGE, and ACCESS EASEMENT

THIS INDENTURE made this _____ day of _____, 2015 by and between **MAPLEWOOD, LLC**, a Florida Limited Liability Company, mailing address: 5111 Ridgewood Ave., Suite 201, Port Orange, FL 32127 Grantor; and **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located in Volusia County, Florida mailing address: 1000 City Center Circle, Port Orange FL 32129-4144, as Grantee.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the Grantee, its successors, assigns, licensees and agents a permanent easement together with attendant customary uses, over, under, through, across and along certain real property located in Volusia County, Florida, being more particularly described on the sketch and legal description attached as **Exhibit A**, comprising the "Easement Premises."

The purpose of the Easement is more specifically set forth as follows:

1. Access, ingress and egress within the described Easement to and over the adjoining lands of the Grantor; and

2. The perpetual right to construct, install, operate, maintain, repair, replace and remove a underground storm drainage system including underground lines or pipes for the purpose of conveying storm water through, under, over and across said property, together with the right to excavate and refill ditches, trenches and swales and other incidents which said Grantee may deem necessary or convenient in connection with this drainage purpose within the described Easement Premises.

3. The perpetual right to construct, install, operate, maintain, repair, replace, and remove underground utility systems; including, but not specifically limited to potable water, sanitary sewer, and reclaimed water mains, lines, or pipes and the right to transmit and convey utilities together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within the Easement Premises, including the right of access, ingress and egress over the adjoining lands of the Grantor for the purpose granted herein.

Grantor is the fee simple record title owner of the Easement Premises and warrants that the Easement Premises granted herein is free and clear of all liens and encumbrances.

Further, Grantor agrees to not place any structure or tree on the above-described Easement Premises. Grantee shall have the right to remove impediments to the operation and

maintenance of the Easement Premises; including, but not limited to trees, asphalt, sidewalks, and structures, and Grantee shall not be liable for removal if so placed.

Furthermore, with regard to necessary and routine maintenance of underground infrastructure within the Easement Premises as specified in Paragraphs 2 and 3 above, Grantee shall only be required to restore Easement Premises to a condition not less than, nor greater than as previously maintained by Grantor.

The Grantor, its successors and assigns, hereby agrees to indemnify the Grantee, its successors, assigns, licensees and agents against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise, or be made against Grantee, by reason of, or in any way arising out of the easement granted herein, the construction, installation, operation, or any failure to repair the same, and also against every claim, demand, or cause of action against Grantee by reason of any liability that is or may be imposed on Grantor as owner of the Easement Premises under the laws of the State of Florida or under the ordinances of the City of Port Orange, Florida, on account of any such defect, imperfection, or failure to repair or maintain suffered or permitted in or about the Easement Premises, or on account of any act or omission of the Easement Premises in or about the same.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on said Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on the day and year first above written.

GRANTOR:
MAPLEWOOD, LLC.
a Florida Limited Liability Company

Signed in the presence of:

Witness: _____
Printed Name:_____

By: _____
Name: D. Andrew Clark, Manager

Witness: _____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **UTILITY, DRAINAGE, and ACCESS EASEMENT** instrument acknowledged to and acknowledged before me this_____day of _____, 2015, by D. Andrew Clark, Manager of **MAPLEWOOD, LLC**., a Florida Limited Liability Company the Grantor named in the foregoing Easement and who acknowledges having full authority to execute the document for the purposes stated therein.
(Notary, please check one):[_] personally known to me, or [_] has produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Resolution No. 15-28 - LAP Agreement for design of the McDonald Road Sidewalk.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Resolution No. 15-28, approving the Local Agency Program(LAP) Agreement for design of the McDonald Road Sidewalk and authorize the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The FDOT has requested the City to execute the attached Local Agency Program (LAP) Agreement and Resolution for the design of a 5' wide sidewalk along the west side of McDonald Road/Madeline Avenue from Sugar House Drive to 6th Street. The FDOT has agreed to fund $71,429 of the estimated $79,365 design cost for this sidewalk and is planning to provide funding for the project construction upon completion of the design. Funding for construction will be based on 90 percent funding from State and Federal funds and a 10 percent match from the City.

Project No.: OMI019 OMI019	Funding Account No.: 312-4300-541.63-97 312-4310-541.63-97

ATTACHMENTS:

1.	Reso. No. 15-28	Reso. No. 15-28.pdf

Momberger, Margaret	Created/Initiated - 05/05/2015
Clark, Wayne	Approved - 05/05/2015
Riehm, Tracey	Approved - 05/06/2015
Roberts, Margaret	Approved - 05/13/2015
Harden, David	Final Approval - 05/13/2015

RESOLUTION NO. 15-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING A LOCAL AGENCY PROGRAM AGREEMENT FPN 435500-1-38-01; THE DESIGN OF THE MCDONALD ROAD SIDEWALK PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE AGREEMENT, RESPECTIVELY, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program Agreement for the design of the McDonald Road sidewalk project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 435500-1-38-01.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the project FPN 435500-1-38-01, a copy of which is attached hereto as Exhibit "1".

Section 2. This resolution shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

Exhibit "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435500-1-38-01	Fund: XU/SU / LF	FLAIR Approp: 088849
Federal No: 7777-262-A	Org Code: 55053010541	FLAIR Obj: 780000
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 79	Contract No:	Vendor No: F596-000-412-003

Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 08-082-7082

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the CITY OF PORT ORANGE, 1000 City Center Circle, Port Orange, Florida 32129, hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Design Services for the McDonald Road Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B" & "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before May 31, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is $ 79,365.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

a. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
b. Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
c. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
d. Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

    1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit** "1" to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

    2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

    3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the

Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

7. The Department's contact information for requirements under this part is as follows:

   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0450
   FDOTSingleAudit@dot.state.fl.us

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts

financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

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

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF PORT ORANGE

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Title: Administrative Assistant

Legal Review:

_____ _____

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435500-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

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

Dated _____

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT DESCRIPTION:

The project consists of designing a 5-ft wide sidewalk along the west side of McDonald Road/Madeline Avenue from Sugar House Drive to 6th Street. The total project length is approximately 0.5 miles. The project will include handrail, gravity wall, sodding, special emphasis crosswalk with LEDs, pedestrian landings, sections of 6-inch thick concrete, signing and pavement markings, and detectable warning surfaces. Sidewalks are to be designed with fiberglass rebar as required by the City of Port Orange Standard Construction requirements. All features are to adhere to current ADA guidelines. Mailbox and sprinkler relocation, private landscape removal, and modification/reconstruction of driveways will depend on final alignment chosen in design but are anticipated. All affected private property owners shall be coordinated with during the design phase. Removal of existing concrete pavement and sidewalk is required in select locations. Modification to existing drainage features including drainage structures and piping will be required. Ditch modification will be required but should avoid impacts to overall capacity. Replacing and extending pipe across 6th Street will involve open cut and asphalt patch. Coordination with utility companies is required in order to ensure utilities are not impacted. Permitting is not anticipated, however, an exemption verification letter shall be obtained from SJRWMD. R/W acquisition is to be avoided; however, coordination with one property owner will be required to determine whether an easement/right of way acquisition can be obtained to accommodate a 5-ft wide sidewalk adjacent to the property.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices shall be submitted on a monthly basis and progress reports shall be submitted as requested to:

Marcus Lisicki, LAP Production Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, Florida 32720

Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by January 31, 2016.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by N/A.
f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

When real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right of way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal, acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project.

The project funding may be reduced based on the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as the percentage of the federal funding amount compared to the actual award amount.

Please disregard the statement at the bottom of Exhibit "B," as it is not applicable to this LAP agreement.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN:
City of Port Orange 1000 City Center Circle Port Orange, Florida 32129	435500-1-38-01

PROJECT DESCRIPTION

Name: McDonald Road Sidewalk Design Project Length: 2,640 feet (0.5 miles)

Termini: McDonald road/Madeline Avenue from Sugar House Drive to 6th Street

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
Total Planning Cost			
Project Development & Environment (PD&E) FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
Total PD&E Cost			
Design FY: 2014-2015	$79,365.00	$ 7,936.00	$71,429.00
FY:	____	____	____
FY:	____	____	____
Total Design Cost			
Right-of-Way FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
Total Right-of-Way Cost			
Construction FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
Total Construction Cost			
Construction Engineering and Inspection (CEI) FY:	____	____	____
FY:	____	____	____
FY:	____	____	____
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	$79,365.00	$ 7,936.00	$71,429.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$71429.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Resolution No. 15-30 - Easement Vacation - Lot 1, Block 24, Dunlawton Subdivision; 1040 Herbert Street

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Resolution No. 15-30, vacating a Temporary Drainage, Utility, Sidewalk, Maintenance, and Ingress, Egress Easement located on Lot 1, Block 24, Dunlawton Subdivision per the attached legal description Exhibit “A”.

SUMMARY: Staff has received an easement vacation application for a temporary easement located on Lot 1, Block 24, Dunlawton Subdivision. Arrington Developers of Florida, LLC, has made this request in connection with a proposed sale of a portion of the property to Circle K Stores, Inc. for their proposed site redevelopment. The temporary easement was intended for a development that was never constructed and development plan has expired. Easements necessary for the Circle K will be part of their development requirements.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. The easement may be vacated to the extent that it is no longer necessary.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-30	Reso. No. 15-30.pdf
2.	recorded easement	recorded easement.pdf
3.	survey	temp easement survey.pdf
4.	deed	temp easement deed.pdf

Glor, Chip	Created/Initiated - 05/05/2015
Clark, Wayne	Approved - 05/05/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

RESOLUTION NO.15-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A TEMPORARY DRAINAGE, UTILITY, SIDEWALK, INGRESS AND EGRESS EASEMENT LOCATED AT 1040 HERBERT STREET ON LOT 1, BLOCK 24 OF THE DUNLAWTON SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Arrington Developers of Florida, LLC is the record owner of Lot 1, Dunlawton, according to the Warranty Deed recorded in Official Records Book 6527, Page 2134, Public Records of Volusia County, Florida, and have requested vacating a temporary drainage, utility, sidewalk, and ingress, egress easement located at 1040 Herbert Street.

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the utility easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the easements depicted and described on the attached **Exhibit "A"**, is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the easement are described in the attached **Exhibit "A"** is hereby vacated are renounced and disclaimed. All other easements located within Lot 1, Dunlawton subdivision, not previously vacated shall remain in full force and effect.

Section 2. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

_____
MAYOR ALLEN GREEN

ATTEST

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2015

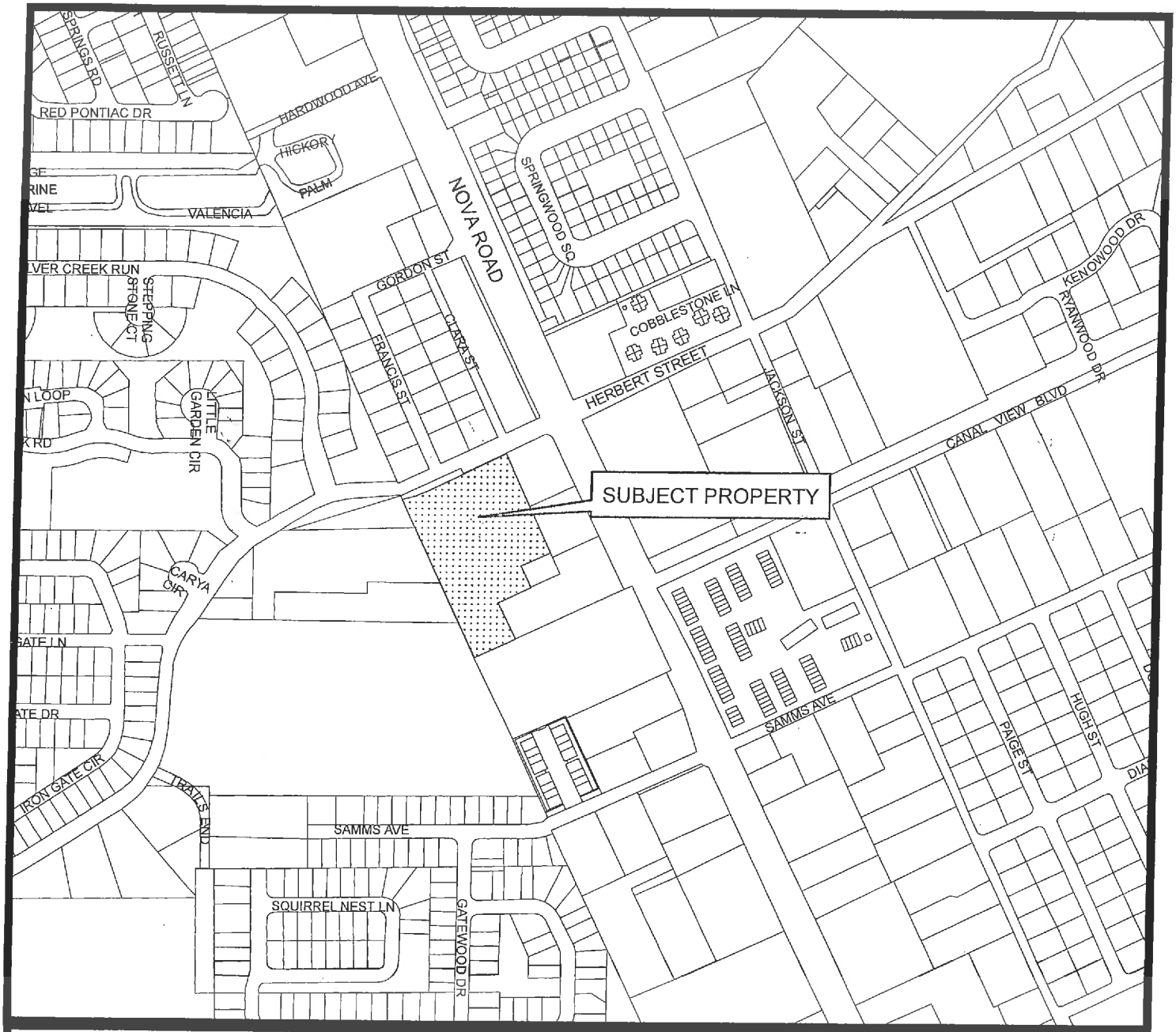
Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

DESCRIPTION : *DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND EMERGENCY INGRESS/EGRESS EASEMENT (COURSES LABELED AS D2 ON THIS SURVEY) (PER O.R. BOOK 5951, PAGE 3049):*

A PART OF LOT 1, BLOCK 24, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 24, DUNLAWTON; THENCE N25°28'46"W, A DISTANCE OF 577.29 FEET TO THE POINT OF BEGINNING AND TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 11°59'10", A CHORD OF 92.92 FEET, AND A CHORD BEARING OF N71°22'16"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 93.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 249°50'08", A CHORD OF 39.36 FEET, AND A CHORD BEARING OF S17°44'12"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 104.65 FEET; THENCE S24°43'32"E A DISTANCE OF 36.21 FEET; THENCE S37°12'04"E A DISTANCE OF 31.71 FEET; THENCE S08°14'22"E A DISTANCE OF 25.30 FEET; THENCE S60°33'29"E A DISTANCE OF 32.68 FEET TO THE POINT OF CURVATURE A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 28°21'46", A CHORD OF 10.29 FEET, AND A CHORD BEARING OF S46°22'36"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 10.40 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S32°11'43"E A DISTANCE OF 8.95 FEET; THENCE S08°50'43"E A DISTANCE OF 4.37 FEET; THENCE S32°13'09"E A DISTANCE OF 7.52 FEET; THENCE S55°35'35"E A DISTANCE OF 4.36 FEET; THENCE S32°11'43"E A DISTANCE OF 6.61 FEET; THENCE S58°03'56"E A DISTANCE OF 10.88 FEET; THENCE S68°44'11"E A DISTANCE OF 46.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 61°03'55", A CHORD OF 7.11 FEET, AND A CHORD BEARING OF S38°12'14"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 7.46 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S07°40'17"E A DISTANCE OF 68.86 FEET; THENCE S24°34'51"E A DISTANCE OF 29.36 FEET; THENCE S63°16'16"W A DISTANCE OF 16.45 FEET; THENCE S26°43'44"E A DISTANCE OF 78.00 FEET; THENCE N63°16'16"E A DISTANCE OF 21.76 FEET; THENCE S25°33'31"E A DISTANCE OF 14.66 FEET; THENCE S62°45'05"E A DISTANCE OF 9.33 FEET; THENCE N25°27'03"W A DISTANCE OF 15.90 FEET; THENCE N64°21'00"E A DISTANCE OF 139.12 FEET; THENCE N26°12'15"W A DISTANCE OF 71.67 FEET; THENCE S52°16'27"W A DISTANCE OF 76.12 FEET; THENCE S75°32'23"W A DISTANCE OF 62.00 FEET; THENCE N14°27'37"W A DISTANCE OF 156.67 FEET; THENCE N75°32'23"E A DISTANCE OF 62.00 FEET; THENCE S14°27'37"E A DISTANCE OF 156.67 FEET; THENCE N52°16'27"E A DISTANCE OF 76.12 FEET; THENCE N64°21'00"E A DISTANCE OF 100.02 FEET; THENCE N66°55'49"W A DISTANCE OF 42.05 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE S25°28'55"E A DISTANCE OF 147.33 FEET; THENCE S66°55'49"E A DISTANCE OF 42.05 FEET; THENCE N26°12'15"W A DISTANCE OF 375.76 FEET; THENCE S10°34'33"W A DISTANCE OF 42.72 FEET; THENCE S25°28'55"E A DISTANCE OF 147.33 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE N10°34'33"E A DISTANCE OF 42.72 FEET; THENCE S64°13'47"W A DISTANCE OF 274.53 FEET; THENCE S78°20'02"E A DISTANCE OF 86.94 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET THENCE S25°28'55"E A DISTANCE OF 156.67 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 156.67 FEET; THENCE N78°20'02"W A DISTANCE OF 86.94 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 14°04'50", A CHORD OF 101.73 FEET AND A CHORD BEARING OF S71°16'12"W, THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 101.99 FEET; THENCE S25°28'46"E A DISTANCE OF 30.83 FEET TO THE POINT OF BEGINNING.



Case No.: 15-35000001

Applicant: Arrington Developers of Florida, LLC

Location: Lot 1, Block 24, Dunlawton Subdivision (1040 Herbert Street)

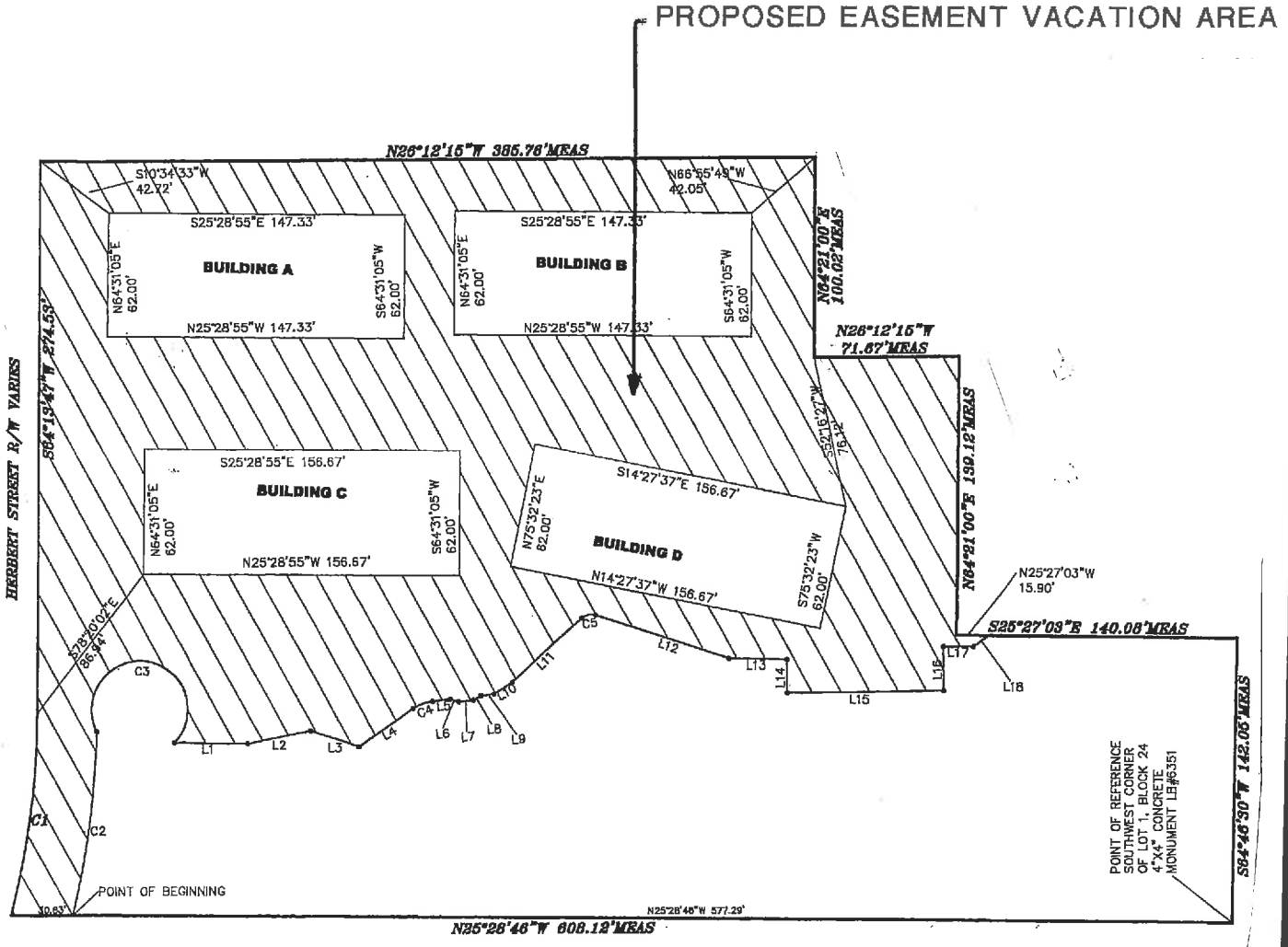
Requested Action: To vacate a Temporary Drainage, Utility, Sidewalk, Maintenance, and Ingress, Egress Easement located on Lot 1, Block 24, of the Dunlawton Subdivision

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S



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Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
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CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO. 15-3500001
DATE APPLICATION RECEIVED 4/2/15

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699/www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Arrington Developers of Florida LLC

Address: 1040 Herbert St., Port Orange FL

Phone: 601-672-6285 Fax: _____ Email: dlanca1010@aol.com

Property Owner(s): Arrington Developers of Florida LLC

Address: 1040 Herbert St. Port Orange FL

Phone: 601-672-6285 Fax: 601-707-5661 Email: dlanca1010@aol.com

Subject Property Address: 1040 Herbert St., Port Orange, FL 32129

Subdivision Name: _____

Lot Number: _____ Parcel No.: 6337-01-24-0011

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:
Refer to separate page for legal description

Purpose for the proposed easement vacation: To release easement for drainage and utilities and sidewalks and maintenance.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of $250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: Dale Lancaster Date: 3/10/2015

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: Dale Lancaster Date: 3/10/15

Property Owner Signature: _____ Date: _____

STATE OF ~~FLORIDA~~ Mississippi
COUNTY OF ~~VOLUSIA~~ Madison

The foregoing instrument was acknowledged before me this 10th July, 2015 by Dale Lancaster, who is personally known to me or who has produced DL as identification and who did (did not) take an oath.

Guilbert Gibson Notary Public, Commission No. 86776
(Signature)

Guilbert Gibson
(Name of Notary typed, printed or stamped)

STATE OF MISSISSIPPI
GUILBERT GIBSON
NOTARY PUBLIC
ID No. 86776
Commission Expires
August 27, 2015
MADISON COUNTY

(Provide a separate attachment for additional properties if necessary)

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

COUNTY OF VOLUSIA, FLORIDA 2014 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
633701240011	3679440	1040 HERBERT, PORT ORANGE	2014	402	

See reverse side for important information

37-16-33 PARCEL PER OR 2315 PG 817 IN
LOT 1 MEAS 628.12 FT O
N W/L & 374.23 FT ON N/L EXC
See Additional Legal on Tax Roll

ARRINGTON DEVELOPERS OF
FLORIDA LLC
3029 SUNSET LAKES BLVD
LAND O LAKES, FL 34638

Volusia County County of Volusia
Paid By LENDERS TITLE COMPANY $10,440.54
12/30/2014
Receipt # 111-14-00002971

AD VALOREM TAXES

TAXING AUTHORITY	MILL. RATE	ASSESSED VAL.	EXEMPTIONS	TAXABLE VAL.	TAXES LEVIED
COUNTY	6.87090	504,000	0	504,000	3,462.93
VOLUSIA FOREVER	0.06270	504,000	0	504,000	31.60
VOLUSIA ECHO	0.20000	504,000	0	504,000	100.80
VOLUSIA FOREVER I & S - 2005	0.13730	504,000	0	504,000	69.20
MOSQUITO CONTROL	0.18800	504,000	0	504,000	94.75
PONCE INLET/PORT AUTHORITY	0.09290	504,000	0	504,000	46.82
SCHOOL	7.33600	504,000	0	504,000	3,697.34
PORT ORANGE	4.45890	504,000	0	504,000	2,247.29
PORT ORANGE I & S - 2006	0.46200	504,000	0	504,000	232.85
ST JOHNS RIVER WATER MGMT	0.31640	504,000	0	504,000	159.47
FLORIDA INLAND NAVIGATION DIST	0.03450	504,000	0	504,000	17.39
HALIFAX HOSPITAL	1.00000	504,000	0	504,000	504.00

TOTAL MILLAGE: 21.15960 **TOTAL AD VALOREM TAXES:** $10,664.44

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
4021 PORT ORANGE STORMWATE		99.00

TOTAL NON-AD VALOREM ASSESSMENTS: $99.00

COMBINED TAXES & ASSESSMENTS:

The total in each box already reflects the discount. Please pay only one amount. See reverse side for other instructions and information.

If Postmarked By	Please Pay
Dec 31, 2014	$0.00

DO NOT WRITE ON THIS PORTION. PLEASE DETACH AND RETURN WITH YOUR PAYMENT.

COUNTY OF VOLUSIA, FLORIDA 2014 Paid Real Estate

PARCEL NUMBER	ALT. KEY	PROPERTY ADDRESS	YEAR	MILL CODE	ESCROW
633701240011	3679440	1040 HERBERT, PORT ORANGE	2014	402	

See reverse side for important information

37-16-33 PARCEL PER OR 2315 PG 817 IN
LOT 1 MEAS 628.12 FT O
N W/L & 374.23 FT ON N/L EXC
See Additional Legal on Tax Roll

ARRINGTON DEVELOPERS OF
FLORIDA LLC
3029 SUNSET LAKES BLVD
LAND O LAKES, FL 34638

YOUR CANCELLED CHECK IS YOUR RECEIPT
PAY IN U.S. FUNDS TO: COUNTY OF VOLUSIA.

Paid

Please Pay One Amount Only	If Postmarked By	Dec 31, 2014
	Please Pay	$0.00

12/30/2014 Receipt # 111-14-00002971 $10,440.54

11/13/2006 02:13 PM
Instrument# 2006-282661 # 1
Book: 5951
Page: 3049

RETURN RECORDED DOCUMENT TO:
Pyle & Dellinger, PL
1655 N. Clyde Morris Blvd., Suite 1
Daytona Beach, FL 32117

TEMPORARY EASEMENT
FOR
DRAINAGE AND UTILITIES
AND SIDEWALKS
AND MAINTENANCE THEREOF
AND INGRESS, EGRESS AND ACCESS THERETO

THIS EASEMENT, made this 2 day of August, 2006, by and between **THE LINEN GROUP, INC.** a Florida corporation, ("GRANTOR") and **CITY OF PORT ORANGE, and Grantee's successors and assigns** ("GRANTEE").

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee and its successors and assigns, a **TEMPORARY EASEMENT FOR DRAINAGE AND UTILITIES AND SIDEWALKS AND MAINTENANCE THEREOF AND INGRESS, EGRESS AND ACCESS THERETO** ("Easement") along, under, over and across real property located in Volusia County, Florida, and being more particularly described and graphically depicted on **Exhibit "A"** attached hereto and made a part hereof by reference ("Easement Premises").

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

A. Grant of Easement. Grantor hereby grants to Grantee and its successors and assigns the Easement over the Easement Premises. The Easement granted herein shall grant to Grantee and its successors and assigns the right to enter upon the Easement Premises for the purpose of construction, inspection, repair and maintenance purposes and public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection with conveying storm water through, under, over, across and into the storm water retention facilities, the right to construct and install, repair and otherwise maintain storm water, drainage, and utilities systems which may include potable water and reclaimed water, sanitary sewer mains, lines or pipes, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes and also for connection of such pipes, lines and facilities to adjacent permanent utilities systems. This temporary easement includes the right of access, ingress and egress over the Easement Premises and adjoining lands of the Grantor by government services and emergency vehicles for the purposes granted herein.

B. Termination of Easement. It is expressly understood and agreed that this Temporary Easement shall expire and be of no further effect as of the time a Declaration of Condominium, with a plot plan as an exhibit thereto, if any, is recorded as to the underlying property which accurately depicts, identifies and reserves in favor of the herein named Grantee a permanent easement over the storm water and utilities systems contemplated hereby. This Instrument is described as "temporary" in anticipation of the recording of the Declaration of Condominium and Plot Plan; however, it is intended by the parties to be permanent if the underlying property is not dedicated to condominium ownership through recording of the Declaration of Condominium.

TO HAVE AND TO HOLD the same unto said Grantee and Grantee's successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first above written.

Signed in the presence of:

Holly A. Modroño
Name: Holly A. Modroño

Patricia L. Bennett
Name: Patricia L. Bennett

GRANTOR:
THE LINEN GROUP, INC.

By: Thomas M. Valley
Thomas M. Valley, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of August, 2006, by Thomas M. Valley, President of The Linen Group, Inc. the Grantor named in the foregoing Easement, who hereby acknowledges that Grantor has full power and authority to convey the Easement Property and that he (__) is personally known to me, or (X) has produced FL D.L. # [redacted], as identification.

Holly A. Modroño
Notary Public

HOLLY A. MODRONO
MY COMMISSION # DD 166187
EXPIRES: November 18, 2006
Bonded Thru Notary Public Underwriters

Instrument# 2006-282661 # 3
Book: 5951
Page: 3051

NOVA OAKS - A CONDOMINIUM
LEGAL DESCRIPTION FOR DRAINAGE, MAINTENANCE, ACCESS, UTILITY
AND EMERGENCY INGRESS/EGRESS EASEMENT

A PART OF LOT 1, BLOCK 24, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 24, DUNLAWTON; THENCE N25°28'46"W A DISTANCE OF 577.29 FEET TO THE POINT OF BEGINNING AND TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 11°59'10, A CHORD OF 92.92 FEET, AND A CHORD BEARING OF N71°22'16"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 93.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 249°50'08", A CHORD OF 39.36 FEET, AND A CHORD BEARING OF S17°44'12"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 104.65 FEET; THENCE S24°43'32"E A DISTANCE OF 36.21 FEET; THENCE S37°12'04"E A DISTANCE OF 31.71 FEET; THENCE S08°14'22"E A DISTANCE OF 25.30 FEET; THENCE S60°33'29"E A DISTANCE OF 32.68 FEET TO THE POINT OF CURVATURE A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 28°21'46", A CHORD OF 10.29 FEET, AND A CHORD BEARING OF S46°22'36"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 10.40 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S32°11'43"E A DISTANCE OF 8.95 FEET; THENCE S08°50'43"E A DISTANCE OF 4.37 FEET; THENCE S32°13'09"E A DISTANCE OF 7.52 FEET; THENCE S55°35'35"E A DISTANCE OF 4.36 FEET; THENCE S32°11'43"E A DISTANCE OF 6.61 FEET; THENCE S58°03'56"E A DISTANCE OF 10.88 FEET; THENCE S68°44'11"E A DISTANCE OF 46.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 61°03'55", A CHORD OF 7.11 FEET, AND A CHORD BEARING OF S38°12'14"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 7.46 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S07°40'17"E A DISTANCE OF 68.86 FEET; THENCE S24°34'51"E A DISTANCE OF 29.36 FEET; THENCE S63°16'16"W A DISTANCE OF 16.45 FEET; THENCE S26°43'44"E A DISTANCE OF 78.00 FEET; THENCE N63°16'16"E A DISTANCE OF 21.76 FEET; THENCE S25°33'31"E A DISTANCE OF 14.66 FEET; THENCE S62°45'05"E A DISTANCE OF 9.33 FEET; THENCE N25°27'03"W A DISTANCE OF 15.90 FEET; THENCE N64°21'00"E A DISTANCE OF 139.12 FEET; THENCE N26°12'15"W A DISTANCE OF 71.67 FEET; THENCE S52°16'27"W A DISTANCE OF 76.12 FEET; THENCE S75°32'23"W A DISTANCE OF 62.00 FEET; THENCE N14°27'37"W A DISTANCE OF 156.67 FEET; THENCE N75°32'23"E A DISTANCE OF 62.00 FEET; THENCE S14°27'37"E A DISTANCE OF 156.67 FEET; THENCE N52°16'27"E A DISTANCE OF 76.12 FEET; THENCE N64°21'00"E A DISTANCE OF 100.02 FEET; THENCE N66°55'49"W A DISTANCE OF 42.05 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE S25°28'55"E A DISTANCE OF 147.33 FEET; THENCE S66°55'49"E A DISTANCE OF 42.05 FEET; THENCE N26°12'15"W A DISTANCE OF 375.76 FEET; THENCE S10°34'33"W A DISTANCE OF 42.72 FEET; THENCE S25°28'55"E A DISTANCE OF 147.33 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE N10°34'33"E A DISTANCE OF 42.72 FEET; THENCE S64°13'47"W A DISTANCE OF 274.53 FEET; THENCE S78°20'02"E A DISTANCE OF 86.94 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET THENCE S25°28'55"E A DISTANCE OF 156.67 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 156.67 FEET; THENCE N78°20'02"W A DISTANCE OF 86.94 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 14°04'50", A CHORD OF 101.73 FEET AND A CHORD BEARING OF S71°16'12"W, THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 101.99 FEET; THENCE S25°28'46"E A DISTANCE OF 30.83 FEET TO THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT THIS SKETCH OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTIONS 472.027. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

STATE OF FLORIDA — LICENSED — 6373 — SURVEYOR

FRED R. HARPSTER, P.S.M. #4924/#1127
M. LISA LABREE, P.S.M. #6445
SUSAN H. McCOY, P.S.M. #6373
UNLESS EMBOSSED WITH THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 3

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
(386) 253-3141
Copyright © 2006 Harpster Engineering & Surveying, Inc.

Instrument# 2006-282661 # 4
Book: 5951
Page: 3052

SURVEYOR'S NOTES:
1. DIMENSIONS SHOWN IN FEET AND DECIMAL THEREOF.
2. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, EASEMENTS AND RIGHTS OF WAY, IF ANY, APPEARING OF RECORD.
3. NO UNDERGROUND AND/OR AERIAL UTILITIES ARE LOCATED EXCEPT AS SHOWN.
4. LEGAL DESCRIPTION PREPARED BY HARPSTER ENGINEERING & SURVEYING, INC.
5. TAX PARCEL # 6337-01-24-0011
6. BEARING STRUCTURE PER DEED.
BEARING BASELINE IS THE WEST LINE OF LOTS 1 AND 2, BALTZEGER SUBDIVISION.
7. FLOOD ZONE "X" (SHADED)
COMMUNITY NAME CITY OF PORT ORANGE
COMMUNITY NUMBER 120313
MAP NUMBER 12127C0369 G
DATED 4-15-02
FLOOD ZONE "X" (SHADED) = AREAS OF 500 YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD.

LINE TABLE

LINE	LENGTH	BEARING
L1	36.21'	S24°43'32"E
L2	31.71'	S37°12'04"E
L3	25.30'	S08°14'22"E
L4	32.68'	S60°33'29"E
L5	8.95'	S32°11'43"E
L6	4.37'	S08°50'43"E
L7	7.52'	S32°13'09"E
L8	4.36'	S55°35'35"E
L9	6.61'	S32°11'43"E
L10	10.88'	S58°03'56"E
L11	46.72'	S68°44'11"E
L12	68.86'	S07°40'17"E
L13	29.36'	S24°34'51"E
L14	16.45'	S63°16'16"W
L15	78.00'	S26°43'44"E
L16	21.76'	N63°16'16"E
L17	14.66'	S25°33'31"E
L18	9.33'	S62°45'05"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	101.99	415.00	14°04'50"	101.73	S71°16'12"W
C2	93.09	445.00	11°59'10"	92.92	N71°22'16"E
C3	104.65	24.00	249°50'08"	39.36	S17°44'12"E
C4	10.40	21.00	28°21'46"	10.29	S46°22'36"E
C5	7.46	7.00	61°03'55"	7.11	S38°12'14"E

PREPARED BY
HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
436 NORTH GRANDVIEW AVENUE
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(386) 253-3241
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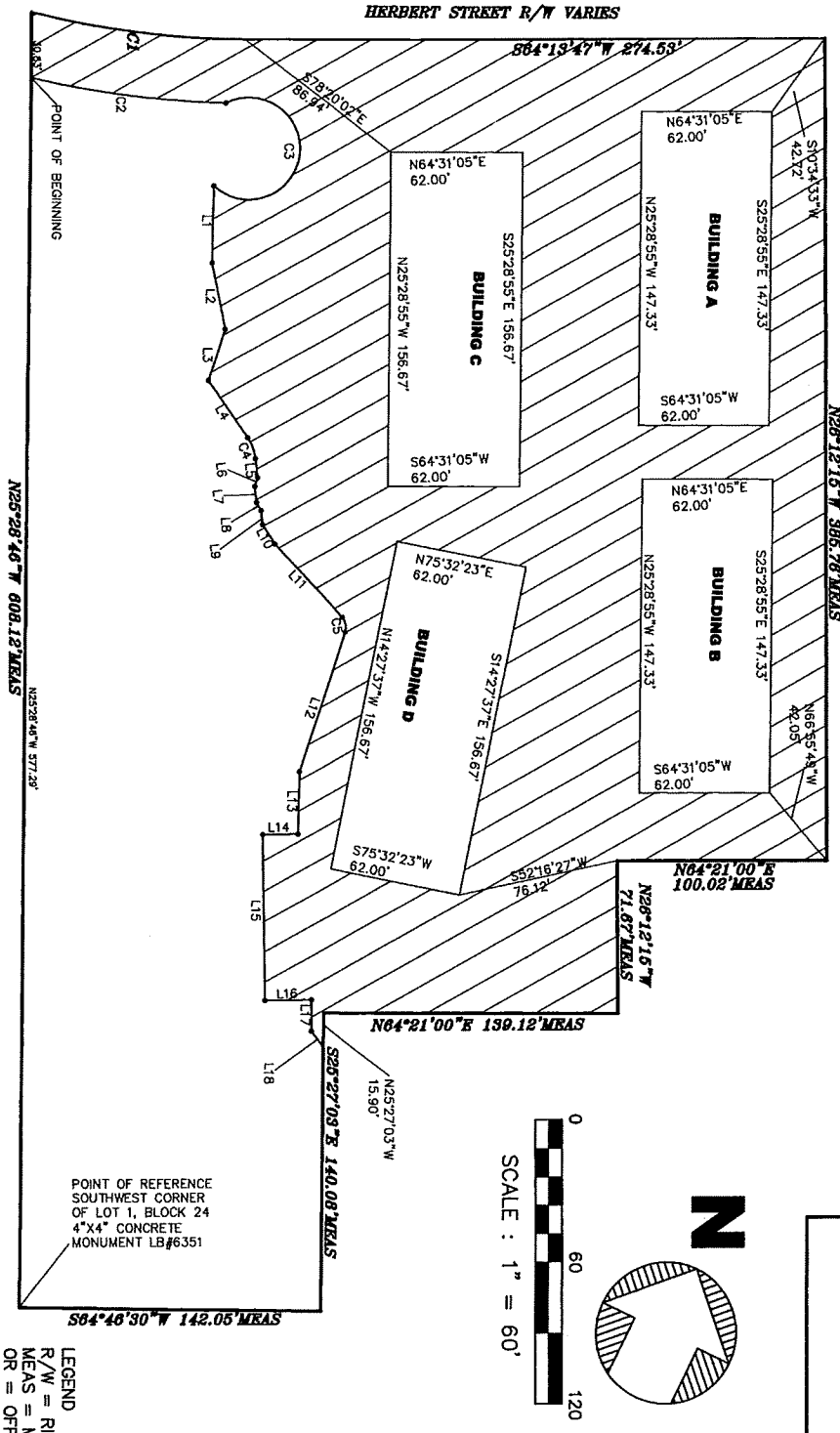
Best Available Image

Instrument# 2006-282661 # 5
Book: 5951
Page: 3053
Diane M. Matousek
Volusia County, Clerk of Court



LEGEND
R/W = RIGHT OF WAY
MEAS = MEASURED
OR = OFFICIAL RECORDS BOOK
PG = PAGE
ESMT = EASEMENT

IMPROVEMENTS ARE PROPOSED SHEET 3 OF 3

PREPARED BY:
HARPSTER ENGINEERING & SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #6351
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118
(386) 253-3241
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SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

DESCRIPTION : *SUBJECT PARCEL (COURSES LABELED AS D1 ON THIS SURVEY) (PARCEL ID 37-16-33-01-24-0011)(CHICAGO TITLE INSURANCE COMPANY, FILE NO. CT-361400124 WITH AN EFFECTIVE DATE OF SEPTEMBER 15, 2014 @ 5:00 PM):*

A PART OF LOT 1, BLOCK 24, DUNLAWTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK M, PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 25°29'38" WEST ALONG THE WESTERLY LINE OF DUNLAWTON SUBDIVISION, A DISTANCE OF 628.12 FEET; THENCE NORTH 64°29'22" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST HERBERT STREET A DISTANCE OF 374.23 FEET; THENCE SOUTH 26°12'15" EAST A DISTANCE OF 489.98 FEET, SAID LINE BEING 200 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF NOVA ROAD (SR 415); THENCE SOUTH 64°45'52" WEST A DISTANCE OF 238.25 FEET; THENCE SOUTH 25°29'38" EAST A DISTANCE OF 140.00 FEET; THENCE SOUTH 64°45'52" WEST ON THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 142.06 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 3, BALTZEGAR SUBDIVISION, AS RECORDED IN MAP BOOK 40, PAGE 193, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 25°13'57" WEST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 140.00 FEET; THENCE RUN NORTH 65°59'15" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 26°00'29" WEST, A DISTANCE OF 71.67 FEET; THENCE RUN NORTH 64°59'15" EAST, A DISTANCE OF 100.02 FEET; THENCE RUN SOUTH 26°00'59" EAST, A DISTANCE OF 71.67 FEET; THENCE RUN SOUTH 64°59'15" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LOT 1, BLOCK 24, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 24, DUNLAWTON; THENCE N25°28'46"W A DISTANCE OF 608.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N25°28'46"W A DISTANCE OF 20.00 FEET; THENCE N64°13'03"E A DISTANCE OF 375.07 FEET; THENCE S26°12'15"E A DISTANCE OF 32.55 FEET; THENCE S64°13'47"W A DISTANCE OF 374.45 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 14°04'50", A CHORD OF 101.73 FEET, AND A CHORD BEARING OF S71°16'12"W, THENCE ALONG SAID CURVE FOR A ARC DISTANCE OF 101.99 FEET TO THE POINT OF BEGINNING.

DESCRIPTION : *DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND EMERGENCY INGRESS/EGRESS EASEMENT (COURSES LABELED AS D2 ON THIS SURVEY) (PER O.R. BOOK 5951, PAGE 3049):*

A PART OF LOT 1, BLOCK 24, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 24, DUNLAWTON; THENCE N25°28'46"W, A DISTANCE OF 577.29 FEET TO THE POINT OF BEGINNING AND TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 11°59'10", A CHORD OF 92.92 FEET, AND A CHORD BEARING OF N71°22'16"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 93.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 249°50'08", A CHORD OF 39.86 FEET, AND A CHORD BEARING OF S17°44'12"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 104.65 FEET; THENCE S24°43'32"E A DISTANCE OF 36.21 FEET; THENCE S37°12'04"E A DISTANCE OF 31.71 FEET; THENCE S08°14'22"E A DISTANCE OF 25.30 FEET; THENCE S60°33'29"E A DISTANCE OF 32.68 FEET TO THE POINT OF CURVATURE A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 29°21'46", A CHORD OF 10.29 FEET, AND A CHORD BEARING OF S46°22'36"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 10.40 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S32°11'43"E A DISTANCE OF 8.95 FEET; THENCE S08°50'43"E A DISTANCE OF 4.37 FEET; THENCE S32°13'09"E A DISTANCE OF 7.52 FEET; THENCE S55°35'35"E A DISTANCE OF 4.36 FEET; THENCE S32°11'43"E A DISTANCE OF 6.61 FEET; THENCE S58°03'56"E A DISTANCE OF 10.88 FEET; THENCE S68°44'11"E A DISTANCE OF 46.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 7.00 FEET, A CENTRAL ANGLE OF 61°03'55", AND A CHORD BEARING OF S38°12'14"E; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 7.46 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S07°40'17"E A DISTANCE OF 68.86 FEET; THENCE S24°34'51"E A DISTANCE OF 29.36 FEET; THENCE S63°18'16"W A DISTANCE OF 16.45 FEET; THENCE S28°43'44"E A DISTANCE OF 78.00 FEET; THENCE N63°16'16"E A DISTANCE OF 21.76 FEET; THENCE S25°33'31"E A DISTANCE OF 14.66 FEET; THENCE S62°45'05"E A DISTANCE OF 9.33 FEET; THENCE N25°27'03"W A DISTANCE OF 15.90 FEET; THENCE N64°21'00"E A DISTANCE OF 139.12 FEET; THENCE N26°12'15"W A DISTANCE OF 71.67 FEET; THENCE S52°16'27"W A DISTANCE OF 76.12 FEET; THENCE S75°39'23"W A DISTANCE OF 62.00 FEET; THENCE N14°27'37"W A DISTANCE OF 156.67 FEET; THENCE N75°32'23"E A DISTANCE OF 62.00 FEET; THENCE S14°27'37"E A DISTANCE OF 156.67 FEET, THENCE N52°16'27"E A DISTANCE OF 76.12 FEET; THENCE N64°21'00"E A DISTANCE OF 100.02 FEET; THENCE N66°55'49"W A DISTANCE OF 42.05 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE N10°34'33"E A DISTANCE OF 42.72 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE S10°34'33"W A DISTANCE OF 42.72 FEET; THENCE S25°28'55"E A DISTANCE OF 147.33 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 147.33 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET; THENCE N10°34'33"E A DISTANCE OF 42.72 FEET; THENCE S64°13'47"W A DISTANCE OF 274.53 FEET; THENCE S78°20'02"E A DISTANCE OF 86.94 FEET; THENCE N64°31'05"E A DISTANCE OF 62.00 FEET THENCE S25°28'55"E A DISTANCE OF 156.67 FEET; THENCE S64°31'05"W A DISTANCE OF 62.00 FEET; THENCE N25°28'55"W A DISTANCE OF 156.67 FEET; THENCE N78°20'02"W A DISTANCE OF 86.94 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 14°04'50", A CHORD OF 101.73 FEET AND A CHORD BEARING OF S71°16'12"W, THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 101.99 FEET; THENCE S25°28'46"E A DISTANCE OF 30.83 FEET TO THE POINT OF BEGINNING.

SURVEYORS NOTES :

1) THIS IS A EASEMENT SURVEY ONLY, MADE ON THE GROUND UNDER THE SUPERVISION OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND MEETS THE HORIZONTAL AND VERTICAL ACCURACY FOR THIS PROPERTY'S EXPECTED USE.

2) BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF NOVA ROAD (STATE ROAD 415), AS BEING SOUTH 26°12'15" EAST. GRID

3) THIS SURVEY IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.

4) ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE MONUMENT DESIGNATED "AQ1151" PER THE NATIONAL GEODETIC SURVEY WEBSITE (HTTP://WWW.NGS.GOV), NORTH AMERICAN VERTICAL DATUM OF 1988.
ON SITE ELEVATIONS ARE AS FOLLOWS:
BENCHMARK NO. 1, ELEVATION = 9.09 FEET
BENCHMARK NO. 2, ELEVATION = 8.30 FEET

5) NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE OBSERVED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN.

6) THE PROPERTY SHOWN HEREON APPEARS TO FALL WITHIN FLOOD ZONE "AE" (BASE FLOOD ELEVATION 7') AND ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, 12127C 0369 H, MAP REVISED 02/19/2014, NATIONAL FLOOD INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT AGENCY.

7) THE FIELD SURVEY WAS COMPLETED ON 09-29-2014.

8) ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP, BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9) KCI TECHNOLOGIES RELIED ENTIRELY ON "OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY" FILE NO. 14-044, EFFECTIVE MARCH 26, 2014 @ 11:00 PM. THERE MAY BE OTHER EASEMENTS, RIGHT OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT DEPICTED ON THIS SURVEY.

10) SOME INFORMATION SHOWN HEREON WAS OBTAINED FROM A SURVEY PERFORMED BY HARPSTER ENGINEERING & SURVEYING, INC., JOB NUMBER 03-123, DATED 02-27-04.

CERTIFIED TO:

ARRINGTON DEVELOPMENT OF FLORIDA LLC

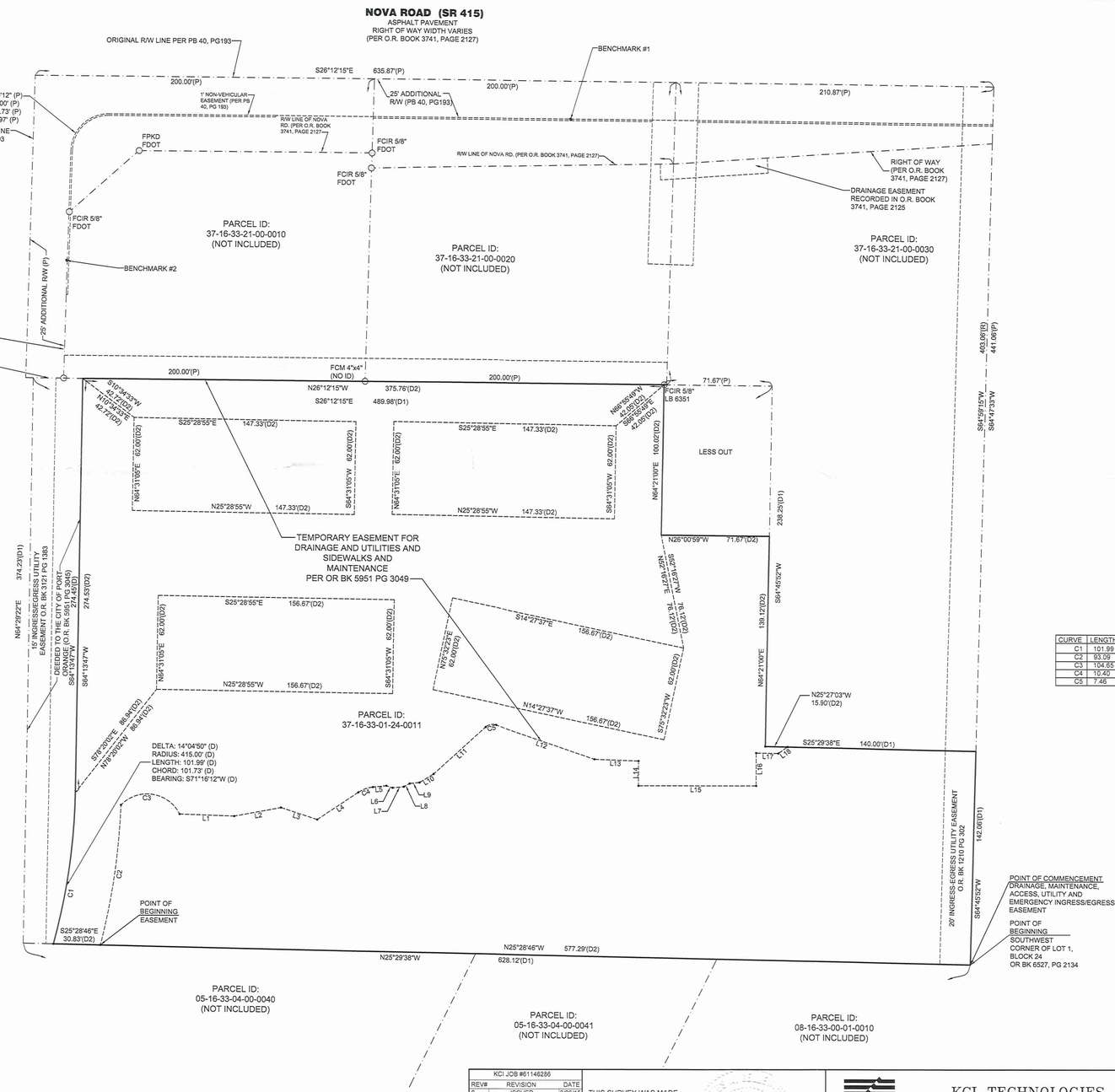
LABEL LEGEND:

D1: INFORMATION FROM DEED BOOK 6527, PAGE 2134
D2: INFORMATION FROM DEED BOOK 5951, PAGE 3049
C#: CURVE DATA INFORMATION (SEE CURVE TABLE)
L#: LINE DATA INFORMATION (SEE LINE TABLE)

VICINITY MAP
NOT TO SCALE

LOCATOR MAP
NOT TO SCALE

GRAPHIC SCALE
40 0 20 40 80
1 INCH = 40 FEET



LINE TABLE

LINE	BEARING	LENGTH
L1	S24°43'32"E	36.21'(D2)
L2	S37°12'04"E	31.71'(D2)
L3	S08°14'22"E	25.30'(D2)
L4	S60°33'29"E	32.68'(D2)
L5	S32°11'43"E	8.95'(D2)
L6	S08°50'43"E	4.37'(D2)
L7	S32°13'09"E	7.52'(D2)
L8	S55°35'35"E	4.36'(D2)
L9	S32°11'43"E	6.61'(D2)
L10	S58°03'56"E	10.88'(D2)
L11	S68°44'11"E	46.72'(D2)
L12	S07°40'17"E	68.86'(D2)
L13	S24°34'51"E	29.36'(D2)
L14	S63°18'16"W	16.45'(D2)
L15	S28°43'44"E	78.00'(D2)
L16	N63°16'16"E	21.76'(D2)
L17	S25°33'31"E	14.66'(D2)
L18	S62°45'05"E	9.33'(D2)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	101.99	415.00	14°04'50"	101.73	S71°16'12"W(D2)
C2	93.09	445.00	11°59'10"	92.92	N71°22'16"W(D2)
C3	104.65	24.00	249°50'08"	39.36	S17°44'12"E(D2)
C4	10.40	21.00	28°21'46"	10.29	S46°22'36"E(D2)
C5	7.46	7.00	61°03'55"	7.11	S38°12'14"E(D2)

KCI JOB #61146286		
REV#	REVISION	DATE
0	ISSUED	3/26/15
1	REVISED PER CITY'S COMMENTS	4/9/15

THIS SURVEY WAS MADE UNDER MY DIRECTION. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JAMES M. GELLENTHIN
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 5906

KCI TECHNOLOGIES
ENGINEERS, SURVEYORS AND PLANNERS
LICENSED BUSINESS # 6901
10401 HIGHLAND MANOR DRIVE, SUITE 120
TAMPA, FL 33610
PHONE (813) 740-2300 * FAX (813) 740-0159

EASEMENT SURVEY
FOR
ARRINGTON DEVELOPMENT OF FLORIDA LLC
OF 37-16-33-01-24-0011
PORT ORANGE, FLORIDA

DATE:	SCALE:	SHEET:
MARCH 26, 2015	1" = 40'	1 OF 1

10/20/2010 12:27 PM
Doc stamps 4900.00
(Transfer Amt $ 700000)
Instrument# 2010-190829 # 1
Book: 6527
Page: 2134

Prepared by and return to:
Denise H. Knox
Real Estate Paralegal
Pyle & Dellinger, PL
1655 N. Clyde Morris Boulevard Suite 1
Daytona Beach, FL 32117
[redacted]
File No.: **4880-021**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM -- §689.02, F.S.)

This Indenture, made this 5th day of **October, 2010**
Between

The Linen Group, Inc., a Florida corporation

whose post office address is **134 Mangrove Estates Circle, New Smyrna Beach, FL 32168,**
Grantor*, and

Arrington Developers of Florida, LLC, a Florida Limited Liability Company

whose post office address is **3029, Sunset Lakes Blvd., Land O Lakes, FL 34638,**
Grantee*,

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and Grantee's heirs and assigns forever the following described land, situate, lying and being in **Volusia County** Florida, to-wit:

SEE ATTACHED EXHIBIT A

Parcel Identification Number: 6337-01-24-0011

SUBJECT TO taxes for the current year and subsequent years. SUBJECT TO easements, conditions and restrictions of record, if any, the mention of which herein shall not operate to reimpose same.

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Trisha L Dellinger

The Linen Group, Inc., a Florida Corporation

By: _____
Thomas M. Valley, President

(Corporate Seal)

Witness Name: Denise Knox

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Thomas M. Valley, President of The Linen Group, Inc., a Florida Corporation, on behalf of the corporation. He [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

TRISHA L. DELLINGER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0927962
Expires 10/5/2013

Notary Public

Printed Name: Trisha L Dellinger

My Commission Expires: _____

Instrument# 2010-190829 # 3
Book: 6527
Page: 2136
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

A PART OF LOT 1, BLOCK 24, DUNLAWTON, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK M, PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 25°29'38" WEST ALONG THE WESTERLY LINE OF DUNLAWTON SUBDIVISION, A DISTANCE OF 628.12 FEET; THENCE NORTH 64°29'22" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF WEST HERBERT STREET A DISTANCE OF 374.23 FEET; THENCE SOUTH 26°12'15" EAST A DISTANCE OF 489.98 FEET, SAID LINE BEING 200 FEET WEST OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF NOVA ROAD (SR 415); THENCE SOUTH 64°45'52" WEST A DISTANCE OF 238.25 FEET; THENCE SOUTH 25°29'38" EAST A DISTANCE OF 140.00 FEET; THENCE SOUTH 64°45'52" WEST ON THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 142.06 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 3, BALTZEGAR SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 193, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 25°13'57" WEST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 140.00 FEET; THENCE RUN NORTH 65°59'15" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 26°00'29" WEST, A DISTANCE OF 71.67 FEET; THENCE RUN NORTH 64°59'15" EAST, A DISTANCE OF 100.02 FEET; THENCE RUN SOUTH 26°00'59" EAST, A DISTANCE OF 71.67 FEET; THENCE RUN SOUTH 64°59'15" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LOT 1, BLOCK 24, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 24, DUNLAWTON; THENCE N25°28'46"W A DISTANCE OF 608.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N25°28'46"W A DISTANCE OF 20.00 FEET; THENCE N64°13'02"E A DISTANCE OF 375.07 FEET; THENCE S26°12'15"E A DISTANCE OF 32.55 FEET; THENCE S64°13'47"W A DISTANCE OF 274.45 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 14°04'50", A CHORD OF 101.73 FEET, AND A CHORD BEARING OF S71°16'12"W, THENCE ALONG SAID CURVE FOR A ARC DISTANCE OF 101.99 FEET TO THE POINT OF BEGINNING.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Memorandum of Understanding - Methamphetamine Clandestine Drug Laboratory Wastes Central Storage Program

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to authorize the Chief of Police to sign the Memorandum of Understanding for participation in the Methamphetamine Clandestine Drug Laboratory Hazardous Waste Central Storage Container Program.

SUMMARY: When our police officers find a clandestine methamphetamine drug laboratory there are often hazardous materials present which, for the protection of the public, must be properly stored and disposed. The Drug Enforcement Administration (DEA) has developed facilities for handling such hazardous wastes. The facilities can be made available to us through and agreement with the Florida Department of Law Enforcement.

The purpose of this Memorandum of Understanding is to establish the terms and conditions under which the Florida Department of Law Enforcement and the Port Orange Police Department will agree to jointly assume the obligations set forth in the Memorandum of Understanding in order to participate in the DEA Central Storage Program.

The MOU will be effective upon execution until April 21, 2018.

A copy of the Memorandum of Understanding is attached.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	MOU-Methamphetamine Drug Central Storage Container Program	MOU-Methamphetamine Storage Program.pdf

Grabowski, Debbie	Created/Initiated - 04/29/2015
Monahan, Gerald	Approved - 04/29/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

MEMORANDUM OF UNDERSTANDING AND LETTER OF AGREEMENT
FOR PARTICIPATION IN
THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY
HAZARDOUS WASTE
CENTRAL STORAGE CONTAINER PROGRAM

I. PREFACE

A. Background

On April 21, 2015, the Florida Department of Law Enforcement (FDLE) renewed the Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA), which is incorporated herein as "Exhibit 1." The LOA provides, as a part of FDLE's participation in the DEA Central Storage Program, that FDLE "may, at their discretion, enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

B. Purpose

The purpose of this MOU is to establish the terms and conditions under which the Florida Department of Law Enforcement and the undersigned, as a participating local law enforcement agency, will agree to jointly assume with FDLE, the obligations set forth herein in order to participate in the DEA Central Storage Program (hereinafter "Program").

II. TERM OF MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until April 21, 2018.

III. RESPONSIBILITIES

A. The undersigned agency agrees that law enforcement officers employed and assigned by the undersigned agency, acting jointly with FDLE in the Program, will:

1. Perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq.;

2. Assure that law enforcement officers employed by the undersigned agency and assigned to the Program have received 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste;

3. Seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);

4. Transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;

5. Store, maintain, and secure only clandestine laboratory-related hazardous waste in state-approved collection stations;

6. Inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the hazardous waste was generated (inventories must include date, time, and location of seizure);

7. Designate, if requested by FDLE, properly trained and equipped law enforcement officers to serve as collection station Operators for the purpose of accepting or declining hazardous waste delivered to collection stations;

8. If providing law enforcement officers to serve as collection station Operators, only accept clandestine drug laboratory-related waste when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the required training;

9. Immediately report to the appropriate state or federal agency for appropriate action, instances in which clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements;

10. Complete, if requested by FDLE, an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS);

11. Send for, if requested by FDLE, pick-up and disposal services by DEA-designated hazardous waste contractors, by contacting the respective DEA POC and indicating which of the containers contain waste;

12. Carry out the tasks set out in paragraphs 1-8 above in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;

13. Assign personnel to the tasks set out in 1-8 above who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in paragraph 2 above, solely at the responsibility of their personnel to the extent possible;

14. Carry out the tasks set out in paragraphs 1-8 above in compliance, where applicable, with requirements and storage quantity and time limits for a

hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5;

15. Immediately notify a FDLE POC or personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA;

16. Carry out the tasks set out in paragraphs 1-8 above in a way that protects human health and the environment and prevents a public nuisance;

17. Permit DEA, upon reasonable notice, to inspect container storage locations and have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by the LOA; and

18. Maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of the LOA, whichever is sooner.

B. FDLE agrees to perform the following actions:

1. Assume the responsibility of coordinating the administration of the Program in Florida with DEA;

2. Assume the responsibility of coordinating the participation of Florida local law enforcement agencies in the Program;

3. Facilitate delivery of the approved OSHA training and RCRA/DOT function-specific training related to packaging, labeling, transporting and storing hazardous waste;

4. Ensure compliance with the terms of the LOA with DEA;

5. Assist in placing and securing hazardous waste in designated collection stations;

6. Coordinate response and assistance by DEA-designated hazardous waste contractors in instances in which hazardous waste is discovered at a clandestine laboratory site in excess of the CESQG exemption; and

7. Request pick-up and disposal services, when needed, with DEA-designated hazardous waste contractors.

VI. GENERAL PROVISIONS

A. Amendments:

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and shall be effective when executed and signed by all parties to this MOU.

B. Costs and Liability-Related Issues

1. To the extent the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 may not be applicable, each party to this MOU agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Program activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees.

2. Each party to this MOU agrees to furnish necessary personnel, property (including personal protective equipment), police equipment, vehicles, and resources in order to effect the purposes of the MOU, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided and must pay any expense incurred in the operation and maintenance of that equipment.

3. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to potential liability.

C. Sovereign Immunity

This MOU shall not be construed as a waiver of sovereign immunity by the undersigned agency, the Florida Department of Law Enforcement, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Entirety of Agreement

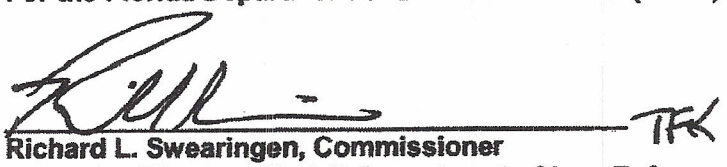
This MOU, consisting of six (6) pages plus attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Central Storage Container Program

****

For the Florida Department of Law Enforcement (FDLE):



Richard L. Swearingen, Commissioner
Executive Director, Florida Department of Law Enforcement

3/4/15
Date

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Central Storage Container Program

****

For the Name of participating agency:
(Agency)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Right-of-way License Agreement – Lot 5, Sunrise Oaks PUD, Phase I; 3733 Sunrise Oaks Drive

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to execute a Right-of-way License Agreement on behalf of the City for Lot 5 of the Sunrise Oaks PUD, Phase I subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Sunrise Oaks Drive right-of-way frontage of Lot 5 of the Sunrise Oaks PUD, Phase I subdivision. Robert L. Honeycutt, the property owner, has made this application in connection with a proposal to reconstruct the existing driveway apron and sidewalk with decorative pavers. The building permit application includes widening the driveway and apron to be twenty feet wide.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement document. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf

Glor, Chip	Created/Initiated - 05/05/2015
Clark, Wayne	Approved - 05/05/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:
Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6306-14-00-0050

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Robert L. Honeycutt and Pamela S. Honeycutt, husband and wife, whose mailing address is 3733 Sunrise Oaks Drive, Port Orange, FL 32129, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Sunrise Oaks PUD, Phase 1 subdivision, recorded in Map Book 4292, Page 2242, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

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

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Sunrise Oaks Drive located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally

against all lots located within the development, subdivision or project located within the property described in **Exhibit "B".** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance having a minimum coverage of **Three Hundred Thousand Dollars ($300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Robert L. and Pamela S. Honeycutt, 3733 Sunrise Oaks Drive, Port Orange, Florida 32129 for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

WITNESSES:

LICENSOR:

_____
Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

_____
Printed Name:_____

By:_____
Allen Green, Mayor

_____
Printed Name:_____

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

_____
Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

WITNESSES:

LICENSEES:

_____
Printed Name: _____

_____
Robert L. Honeycutt

_____
Printed Name: _____

_____
Printed Name: _____

_____
Pamela S. Honeycutt

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Robert L. Honeycutt, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

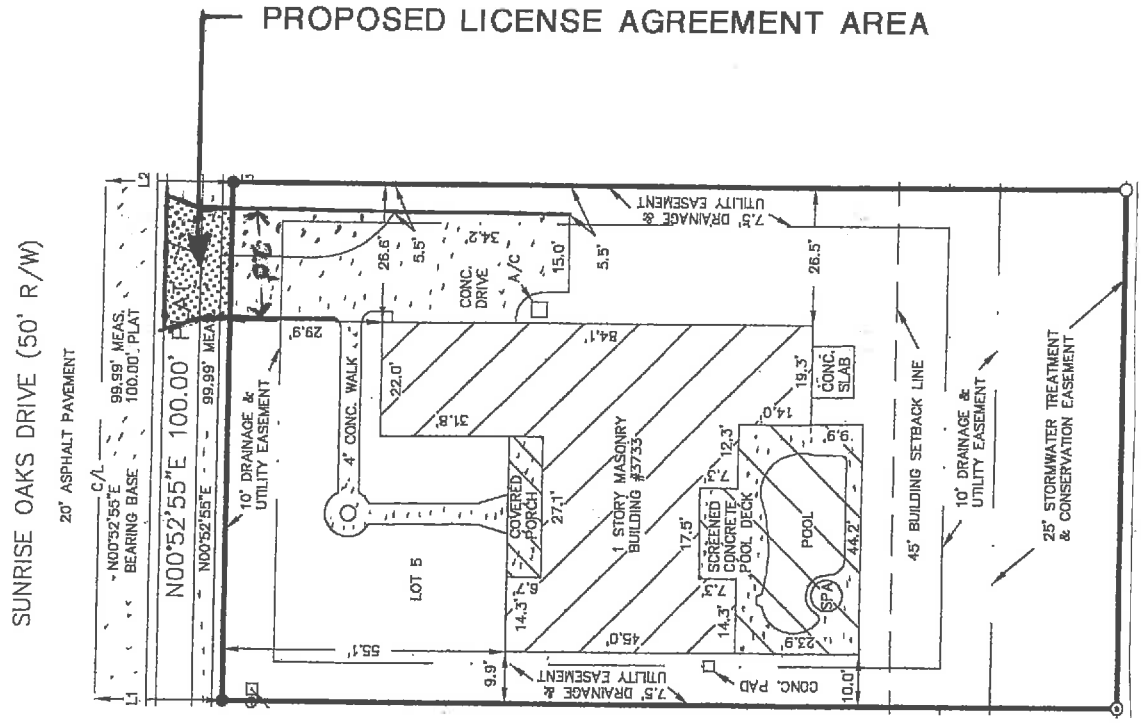
_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Pamela S. Honeycutt, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

EXHIBIT "A"



Case No.: 15-97500003	**Requested Action:** To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Sunrise Oaks Drive right-of-way
Applicant: Robert L Honeycutt, Property Owner	
Location: Lot 5, Sunrise Oaks PUD, Phase I Subdivision 3733 Sunrise Oaks Drive	

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

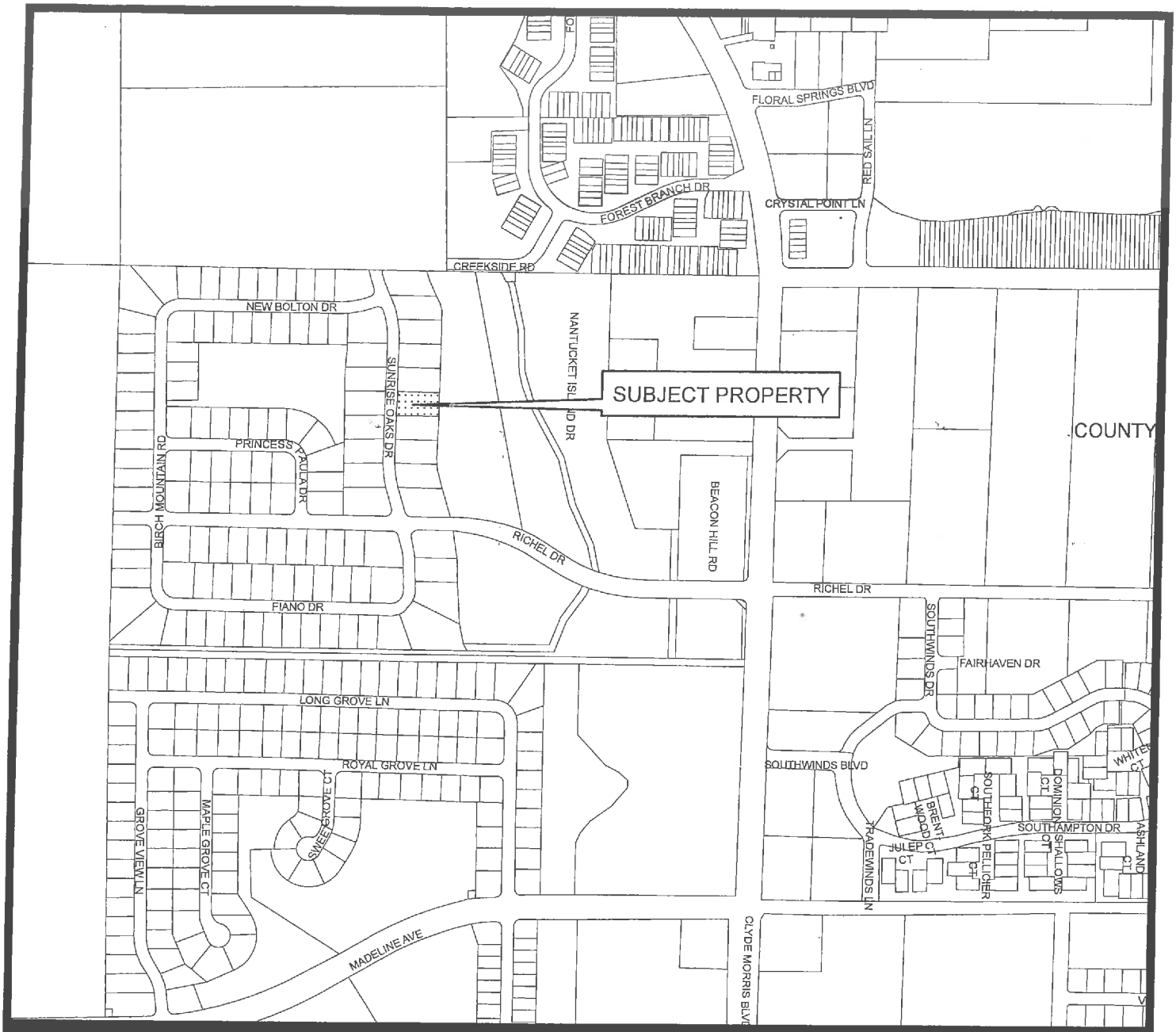
EXHIBIT "B"

LEGAL DESCRIPTION

Lot 5, Sunrise Oaks, P.U.D., Phase I, according to plat thereof, as recorded in Map Book 44, Pages 196 and 197, Public Records of Volusia County, Florida.

Google earth

feet 100
meters 30



Case No.: 15-97500003

Applicant: Robert L Honeycutt, Property Owner

Location: Lot 5, Sunrise Oaks PUD, Phase I Subdivision
3733 Sunrise Oaks Drive

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Sunrise Oaks Drive right-of-way

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

Corporate Warranty Deed

04/03/1998 09:30
Doc stamps 1400.00
(Transfer Amt $ 199980)
Instrument # 98058412
Book: 4292
Page: 2242
Diane M. Matousek
Volusia County, Clerk of Court

This Indenture, made this 31st day of March A.D. 19 98 , Between

Mangrove Development Corporation

whose post office address is: 3230 Ridgewood Ave. South Daytona, FL 32119

a corporation existing under the laws of the State of Florida , Grantor and

Robert L. Honeycutt and Pamela S. Honeycutt, husband and wife

whose post office address is: 2 Lazy Eight Drive Daytona Beach, FL 32124

Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of (Ten & NO/100) Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Volusia , State of Florida, to wit:

Lot 5, SUNRISE OAKS P.U.D., PHASE I, according to plat thereof as recorded in Map Book 44, pages 196 and 197, Public Records of Volusia County, Florida.

Subject to covenants, restrictions and easements of record. Subject also to taxes for 1997 and subsequent years.

Parcel Identification Number: 6306-14-00-0050

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Mangrove Development Corporation

Signed and Sealed in Our Presence:

By: _____
Valentino Fiano
Its President

Name: CANDACE SARGENT

Name: Denise E Groody

OFFICIAL NOTARY SEAL
CANDACE SARGENT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC536663
MY COMMISSION EXP. MAR. 5,2000

(Corporate Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 31st day of March , 19 98 , by Valentino Fiano, President of Mangrove Development Corporation

a corporation existing under the laws of the State of Florida , on behalf of the corporation.
He/She is personally known to me or has produced drivers license as identification.

_____
Notary Public
Print Name:
My Commission Expires: _____

PREPARED BY: Candace Sargent
RECORD & RETURN TO:
Columbia Title Research Corporation
200 Forest Lake Blvd. Suite 1
Daytona Beach, Florida 32119

98-0729

CWD-1
5/93

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

DATE APPLICATION RECEIVED
15-97500003
4/2/14

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: Robert L Honeycutt + Pamela S. Honeycutt

Address: 3733 Sunrise Oaks Port Orange FL 32119 Phone: 386-562-3738

Property Address/Location: 3733 Sunrise Oaks, Port Orange FL 32119

Subdivision Name (If applicable): Sunrise Oaks

Description of Request: Pavers in Right of Way

Speed Limit for Subject Road: 25 Type of Curbing: —

List Type and Size of any Proposed Shrubs: N/A

List Type and Size of any Proposed Trees: N/A

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc...):

N/A

REQUIRED ATTACHMENTS

- [x] A copy of the property deed Parcel 6306-14-00-0050
- [x] A sealed property survey
- [x] A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- [ ] Photos (optional)
- [x] Letter of approval from the Homeowners Association (HOA) if applicable
- [x] Other documentation (as requested by the City)
- [x] Processing fee ($75)

PLEASE NOTE: ***All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.***

REVISED 09/02/11

Property Owner Signature: Robert L. Honeycutt Date: 4-1-15

Property Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this April 1, 2015 by Robert L. Honeycutt, JR., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Deborah D. Hannah
Notary Public, State of Florida

Deborah D. Hannah
Printed Name, Commission & Term Expiration Date:

DEBORAH D. HANNAH
Commission # FF 108778
Expires April 8, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

ARCHITECTURAL CONTROL COMMITTEE FORM

Complete this form and return to ACC member or mail to: AC Committee - P.O. Box 291727 - Port Orange, FL 32129

Bob Rosati@304-8881
archcommittee@cfl.rr.com

Betty Adams@756-1050
sunriseoaks110@cfl.rr.com

Jeff Reaves@547-1979
jsreaves5@yahoo.com

Name(s) ROBERT L & PAMELA S. HONEYCUTT **Date** 3-12-15
Address 3733 SUNRISE OAKS DR PORT ORANGE FL 32129 **Lot #** 5
Home Phone # NA **Alt #** 386-212-0911
Email PLHDAR@AOL.COM. **Permit #**

NOTICE TO OWNER – READ CAREFULLY:

As you should be aware, every homeowner is required to submit an application to the Architectural Control Committee ("ACC") prior to effectuating any alteration or modification to their lot. The pertinent provision of Articles III, Section 3.1 of the Declaration of Covenants and Restrictions of Sunrise Oaks PUD ("Declaration").

Your request and any attached plans are reviewed for the limited purpose of determining aesthetic compatibility and compliance of the proposed project with the construction criteria of the Association.

They are not reviewed for function, safety, or compliance with any governmental agency. All projects must conform to local zoning and building codes, and the homeowner must obtain all necessary PERMITS if approval is granted.

DESCRIPTION OF IMPROVEMENT: Check all that apply, and list color(s) with sample, manufacturer, type, style, make, model etc. as appropriate. The more information you provide, the easier it is for the Committee to render a decision on your request.

IMPORTANT –SUBMIT this form to include SAMPLE OF MATERIAL

___PATIO/POOL ENCLOSURE ___FENCE ___WALL ___WELL
✓ DRIVEWAY ✓ WALKWAY ___PATIO ___DECK
___AIR CONDITION/HEATER UNIT ___GENERATOR ___SOLAR
___ROOF ___WINDOW ___EXTERIOR DOOR ___GARAGE DOOR
✓ OTHER PROJECT (PLEASE SPECIFY IN DETAIL)

Remove + Replace Driveway With PAVERS | Color Coppuchino (See pic)

SPECIFICATIONS/SAMPLES Enclosed/Attached ✓ **Yes** ___ **No** Pic of PAVERS

Attach a copy of plans, brochure, picture, elevation, survey or other such information **PERMIT MUST BE DISPLAYED**

CONTRACTOR'S NAME: Curb APPEAL Hardscaping LLC Permit #

Phone # 386-562-3738 Fax # 756-8400 Email Ralph@CurbAppealDaytona.com

The Architectural Control Committee has up to thirty (30) days from receipt of the completed application to reply

Architectural Committee Members: (Circle and Initial)

1) ___Y/N 2) ___Y/N 3) ___Y/N 4) ___Y/N 5) ___Y/N

Date March 18, 2015 Approve (Reject)

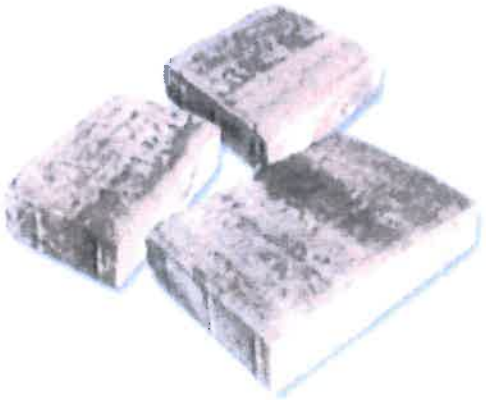
Comments: concrete is the standard for driveways, walkways and Sidewalks. right-of-way is 1 foot behind the sidewalk line belonging to the city.

BEDDING AND JOINT FILLER– Paver bedding and joint filler shall be a suitable sand or grout, in thickness specified by the manufacturer and approved for use by the architectural paver manufacturer.

BASE– Shall be poured to a minimum thickness of 4 inch reinforced concrete for residential driveways and a minimum thickness of 6 inch reinforced concrete for commercial driveways. Residential driveway alternate base of 6 inch unreinforced concrete, or crushed concrete compacted to 98% modified proctor (AASHTO T–180) are acceptable.

SUBGRADE– Subgrade shall be free of clay, organics, or other materials that will allow future settlement. Subgrade for residential and commercial driveways shall be compacted to at least 98% modified Proctor density AASHTO T–180.

1. Average compressive strength of 8,000 psi (55 MPa) with no individual unit under 7,200 psi (50 MPa).
2. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C 140.
3. Resistance to 50 freeze-thaw cycles when tested according to ASTM C 67.



Mega Olde Towne Pavers

Full size pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- ✓ Dimensions: 6"x9", 9"x9", 9"x12"
- ✓ Sold in Full Cubes Only
- ✓ Standard Finish Available on 1", 2 ⅜" & 3 ⅛" Pavers

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Change Order No 2 and Final Payment to Masci Corporation for South Atlantic/Ridgewood Avenue Water Main Adjustments

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Deductive Change Order No 2 for ($169,857.56) and authorize final contract payment in an amount of $38,273.15 to Masci Corporation for South Atlantic Avenue and Ridgewood Avenue Water Main Adjustments, Bid 14-01, for a final contract amount of $314,626.94; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On February 4, 2014 the City entered into a contract with Masci Corporation for South Atlantic Avenue (Part A $130,440.00) and Ridgewood Avenue (Part B $249,577.50) Water Main Adjustments Project Bid B14-01. This project was to upsize and relocate waterlines prior to upcoming road projects by Volusia County and the State of Florida. The original contract was approved for $380,017.50 ($130,440.00+$249,577.50=$380,017.50).

On June 24, 2014, the City Council approved Change Order No 1 for $104,467.00. This was to accommodate road plans being considered by Volusia County for the South Atlantic Avenue (Part A) portion of the project. This increased the South Atlantic Avenue (Part A) portion of the project from $130,440.00 to $239,907.00 with no change in the amount for Ridgewood Avenue (Part B). The revised contract total amount was $484,484.50. However, because final details on the roadwork for the South Atlantic Avenue (Part A) portion of this project were incomplete at that time, a decision was made not to fund (encumber) Change Order #1. As a result, the purchase order balance remained $380,017.50.

Given the total contract amount of $484,484.50, Deductive Change Order No 2 in the amount of ($169,857.56) is required to remove Change Order No 1 ($104,467.00 for South Atlantic Avenue (Part A)) and reconcile changes made to both parts of the contract in the total deduct amount of ($65,390.56). This leaves a revised contract amount of $314,626.94.

Summary of Changes in Contract Amount:

Description	Part A	Part B	Cumulative Total
Original 2/4/14	$130,440.00	$249,577.50	$380,017.50
Change Order No 1	$104,467.00		$484,484.50
Reduced Scope	($103,730.00)	($34,261.08)	$346,493.42
Remove CO 1	($104,467.00)		$242,026.42

Field Changes	$11,870.58	$60,729.94	$314,626.94
Sum	$38,580.58	$276,046.36	

The $60,729.94 in field changes for Part B includes $35,833.87 for unforseen conditions and $24,896.07 for other changes as detailed in the attachments. After all adjustments are made to the contract amount, the net difference between the original contract value of $380,017.50 and the final contract value of $314,626.94 is a deduction of$65,390.56. The encumbrance for this contract will be reduced by that amount.

Final Contract Amount	$314,626.94
Previously Paid	($276,353.79)
Net to be paid	$ 38,273.15

The $38,273.15 net to be paid includes $30,705.98 in release of retainage and $7,567.17 in final (net) resolution of field changes.

The design revision for the deleted portion of Atlantic Avenue has been completed and forwarded t

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	QLH Letter - Final Change Order Summary	QLH Letter - Final Change Order Summery.pdf
2.	Change Order No 2 final Documents	Change Order No 2 Documents.pdf
3.	Masci Coproration - Final Payment Request	Masci Corp - Application 3 - Finaly Payment Documents.pdf
4.	Summary of All Changes	Sunnary of All Changes.pdf

Wiggins, Julia	Created/Initiated - 05/07/2015
Wilson, Rick	Approved - 05/07/2015
Neff, Andrew	Approved - 05/07/2015
Riehm, Tracey	Approved - 05/13/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

April 30, 2015
Revised

Fred Griffith, PE
Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, Florida

Re: BID # 14-01 - Part 'A' South Atlantic Avenue Water Main Adjustments, Part 'B' Ridgewood Avenue Water Mains
Final Change Order Summary

Dear Fred,

Please find attached the final Change Order and Pay Request 2 for the above referenced project. Adjustments have been made due to lengthy discussions/negotiations on several items that had been agreed to previously but rejected by City staff after further review of the contract. Of those items rejected, mobilization /remobilization item and the loss of profit item have been deleted and credited back to the city because they had been paid on a previous pay request. Masci has incurred unforeseen items which they are claiming additional costs over and above what was anticipated which is summarized herein.

Deletion of South Atlantic Avenue Work:

The project included two parts – the South Atlantic Avenue Water Main Adjustments and Ridgewood Avenue Water Main Improvements. The South Atlantic Avenue portion was required to be done by the city due to Volusia County's plans to construct sidewalk and drainage improvements from Teal Street to Major Street. After the bids were opened on the subject project by the City, the County transmitted revised plans, thus requiring additional water main adjustments. A change order for the additional adjustments was issued for this work (see change order no. 1). Several weeks passed when the City received word of additional revisions by the County to their plans which added multiple structures and pipe crossings. After review by the City, two options were considered: 1) add another change order with several more adjustments or 2) remove the South Atlantic Avenue portion from the project and design an new water main on the west side of South Atlantic Avenue. The latter was chosen due to the number of adjustments required in the antiquated 6-inch Asbestos Concrete pipe in Option 1 which would have cost approximately the same as installing a new main. The City made the decision to delete the South Atlantic Avenue portion from Masci's contract.

Purchased Materials:

As a result from the deletion of work on Atlantic Avenue, the City is obligated to pay for materials already purchased. The total amount due is $11,870.58. See Attachment 'B' for documentation of receipt of materials by the City.

Unforeseen Conditions:
Masci encountered numerous areas where coquina rock was prevalent in the pipe trench. Masci submitted the cost to remove the rock which was reviewed and approved. The attached time and material costs are provided as documentation of the total on this item

Additionally, an AT&T duct bank was discovered under the pavement at Niver Street that was not marked by the locaters as they are required to do. Masci claimed a delay due to this unforeseen condition in time and material. The additional fittings required are accounted for in the "Add/Delete DI Fittings" Item.

Another unforeseen condition was a conflict with a 4-inch AC water main at Farmbrook Road and US-1 (east side). This was a main that was not located or known to be in existence by the city. It had been left from the old Harbor Oaks water system which was taken over by the city. Masci spent several days attempting to locate a possible way to abandon this main but was unsuccessful. The city decided to install insertion valves to isolate this area and cut out the 4" AC main. A total of 37 hours was identified by Masci and verified by the daily logs. The total cost for the unforeseen items is $35,833.87 as documented in Attachment 'C'. There were several additional hours that Masci did not claimed on this project due to water main shutoff delays. We believe this is a fair and equitable agreement on the unforeseen conditions encountered.

Other items added by City request include two (2) 8" gate valves, two (2) 10" to 2" tie-ins, and two (2) 8" to 2" tie-ins. These were due to unknown water main conflicts at Commonwealth and Farmbrook. A restocking fee of $920 for the City cancelling one (1) of the 8" insertion valves is also charged.

With approval by the City, the attached final change order will bring the project to close with a deductive change order of $169,857.56. Please call our office if there are any questions.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC

Andrew M. Giannini, P.E.
Project Manager

AMG:el

Attachments: A) Final Change Order
B) City Purchased Material
C) Unforeseen Conditions Charges

cc: Brad Blais, PE, QLHA

SECTION 00843
CHANGE ORDER FORM

PROJECT: **PART 'A' SOUTH ATLANTIC AVENUE WATER MAIN ADJUSTMENTS**
PART 'B' RIDGEWOOD AVENUE WATER MAINS

CHANGE ORDER NO. 2 DATE: 04/20/15

CONTRACTOR: Masci Corporation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ 380,017.50	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: August 31, 2014 (90 Days) Final Completion: August 31, 2014 (90 Days)
Net changes from previous Change Orders No. 0 to No. 1 : $ 104,467.00	Changes in contract time from previous Change Orders No. 0 to No. 1 : 30 Days
Contract Price prior to this Change Order: $ 484,484.50	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2014
Net Increase (decrease) of this Change Order No. 2 : $(169,857.56)	Changes in contract time requested this Change Order No. 2 0 Days
Contract Price with all approved Change Orders: $ 314,626.94	Contract Times with all approved Change Orders: Final Completion: September 30, 2014

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

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 the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:
Contractor had additional cost due to unforeseen conditions including coquina rock removal from pipe trench, adjustment of pipe due to unmarked utilities (AT&T duct bank), unforeseen cost for deletion of S. Atlantic Ave. work, and cost of purchased materials due to eliminating S. Atlantic Ave. work. See attached documentation.

III. JUSTIFICATION: Unforeseen Field Conditions, reduction of scope and City requested additional work per attached letter.

IV. PAYMENT: The adjusted contract amount is below current contract amount, which results in a deductive final change order of $(169,857.56).

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:

Quentin L. Hampton Associates, Inc.
(Engineer)

By: Andrew Giannini
Name Typed (Date)

(Authorized Signature) 4/23/15

ACCEPTED BY:

Masci Corporation
(Contractor)

Leticia Masci 4/21/15
Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By:
Name Typed (Date)

(Authorized Signature)

END OF SECTION

APPLICATION AND CERTIFICATION FOR PAYMENT *AIA DOCUMENT G702* PAGE 1 OF 5 PAGE(S)

TO OWNER: The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

PROJECT:
Part 'A' - S. Atlantic Ave Water Main Adjustment; Part 'B' - Ridgewood Ave Water Main Improvements

APPLICATION NO: 3 - Final
PERIOD TO: 4/20/2015
[ ] OWNER
[ ] ENGINEER
[X] CONTRACTOR

FROM CONTRACTOR:
Masci Corporation
5752 S. Ridgewood Ave
Port Orange, FL 32127

ENGINEER:
Quentin L. Hampton & Associates
PO Drawer 290247
Port Orange, FL 32129

CONTRACT FOR: City of Port Orange

PROJECT NO: 14-01
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM			$380,017.50
2. Net change by Change Orders			($65,390.56)
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$314,626.94
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$314,626.94
5. RETAINAGE: (Original Contract Only)			
a. 0 % of Completed Work (Column D + E on G703)	0.00		
b. 0 % of Stored Material (Column F on G703)	0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$0.00		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			314,626.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			276,353.79
8. CURRENT PAYMENT DUE			38,273.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$104,467.00	$0.00
Total approved this Month	$0.00	($169,857.56)
TOTALS	$104,467.00	($169,857.56)
NET CHANGES by Change Order		($65,390.56)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NOTARY PUBLIC STATE OF FLORIDA KRISTI BALL MY COMMISSION #FF026896 EXPIRES June 12, 2017 (407) 398-0153 FloridaNotaryService.com

By: Leticia Masci - Vice President

State of Florida County of Volusia
Subscribed and sworn to before me this 21st day of April 2015
Notary Public: Kristi Ball
My Commission expires: 6/12/17

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineers knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ $38,273.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

By: Date: 4/23/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PROJECT: City of Port Orange
Part 'A' - S. Atlantic Ave Water Main Adjustment; Part 'B' - Ridgewood Ave Water Main Improvements

For Period Ending: 4/20/2015

Item	Description of Work	Bid Qty	Unit	Unit Price	Bid Amount	Previous Installed Quantity	Previous Amount	Installed Quantity This Period	Total Amount This Period	Total Quantities Completed	Total Amount Completed
A	*Part 'A' - South Atlantic Avenue Water Mains*										
1	6" Water Main (with all joints restrained and fittings and tie-in to existing)	200	LF	$93.00	$18,600.00	0	$0.00	0	$0.00	0	$0.00
2	Gate Valves & Valve Boxes (cut-in)										
	a) 2"	2	EA	$1,320.00	$2,640.00	0	$0.00	0	$0.00	0	$0.00
3	Insertion Valve										
	a) 6"	8	EA	$6,890.00	$55,120.00	2	$13,780.00	0	$0.00	2	$13,780.00
4	Remove and Replace Fire Hydrant Assembly	4	EA	$3,290.00	$13,160.00	1	$3,290.00	0	$0.00	1	$3,290.00
5	Water Service Laterals										
	a)1" Single service Long Side (none shown)	2	EA	$420.00	$840.00	0	$0.00	0	$0.00	0	$0.00
	b)1" Short Side (none shown)	2	EA	$720.00	$1,440.00	0	$0.00	0	$0.00	0	$0.00
6	Open Cut and Repair Asphalt per county detail	200	SY	$71.90	$14,380.00	0	$0.00	0	$0.00	0	$0.00
7	Remove and Repair concrete Sidewalk/Driveway										
	a)4"	20	SY	$30.00	$600.00	0	$0.00	0	$0.00	0	$0.00
	b)6"	20	SY	$40.00	$800.00	0	$0.00	0	$0.00	0	$0.00
8	Add/Delete D.I. Fittings	100	LB	$3.50	$350.00	0	$0.00	0	$0.00	0	$0.00
9	Pre Construction Video	1	LS	$650.00	$650.00	1	$650.00	0	$0.00	1	$650.00
10	Traffic Control	1	LS	$8,780.00	$8,780.00	0	$0.00	0	$0.00	0	$0.00
11	Field Locate and Expose Existing Utilities	1	LS	$8,990.00	$8,990.00	1	$8,990.00	0	$0.00	1	$8,990.00
12	Furnish and Install Sod	200	SY	$2.50	$500.00	0	$0.00	0	$0.00	0	$0.00
13	Record Drawing Preparation	1	LS	$3,590.00	$3,590.00	0	$0.00	0	$0.00	0	$0.00
	PART 'A' SUB-TOTAL				**$ 130,440.00**		**$ 26,710.00**		**$ -**		**$26,710.00**
B	*Part 'B' Ridgewood Avenue Water Mains*										
1	Water Main (with all joints restrained and fittings)										
	a) 2" Poly	40	LF	$55.00	$2,200.00	60	$3,300.00	0	$0.00	60	$3,300.00
	b) 6" PVC C900	220	LF	$93.00	$20,460.00	239	$22,227.00	0	$0.00	239	$22,227.00
	c) 8" PVC C900	400	LF	$157.35	$62,940.00	341	$53,656.35	0	$0.00	341	$53,656.35
	d) 10" PVC C900	150	LF	$161.22	$24,183.00	133	$21,442.26	0	$0.00	133	$21,442.26
2	Gate Valves & Valve Boxes (cut-in)										
	a) 2"	2	EA	$1,320.00	$2,640.00	2	$2,640.00	0	$0.00	2	$2,640.00
	b) 6"	2	EA	$1,590.00	$3,180.00	2	$3,180.00	0	$0.00	2	$3,180.00
3	Tapping Sleeve and Valve										
	a) 6x6	4	EA	$3,599.00	$14,396.00	3	$10,797.00	0	$0.00	3	$10,797.00
	b) 8x8	2	EA	$3,799.00	$7,598.00	2	$7,598.00	0	$0.00	2	$7,598.00
4	Tie In to Existing Water Main										
	a) 6" to 2"	1	EA	$930.00	$930.00	0	$0.00	0	$0.00	0	$0.00
	b) 6" to 6"	1	EA	$3,155.00	$3,155.00	3	$9,465.00	0	$0.00	3	$9,465.00
	c) 2" to 2"	3	EA	$710.00	$2,130.00	0	$0.00	0	$0.00	0	$0.00
	d) 8" to 10"	1	EA	$1,750.00	$1,750.00	0	$0.00	0	$0.00	0	$0.00
5	Open Cut and Repair Asphalt with 8" Black base(per FDOT)	650	SY	$85.99	$55,893.50	319	$27,430.81	0	$0.00	319	$27,430.81
6	Remove and Replace type 'F' Curb	140	LF	$14.00	$1,960.00	142	$1,988.00	0	$0.00	142	$1,988.00
7	Remove and Repair concrete Sidewalk/Driveway										
	a) 4"	40	SY	$30.00	$1,200.00	181	$5,430.00	0	$0.00	181	$5,430.00
	b) 6"	20	SY	$40.00	$800.00	4	$160.00	0	$0.00	4	$160.00
8	Remove and Replace Gaurdrail	40	LF	$35.00	$1,400.00	0	$0.00	0	$0.00	0	$0.00
9	ADA Detectable Surface	20	SF	$25.90	$518.00	0	$0.00	0	$0.00	0	$0.00
10	Fiber Optic Hand Hole with 6" Long Radius Elbow and 10 Ft. 6" Pipe	1	LS	$3,100.00	$3,100.00	0	$0.00	0	$0.00	0	$0.00
11	Add/Delete D.I. Fittings	100	LB	$3.50	$350.00	1948	$6,818.00	0	$0.00	1948	$6,818.00
12	Pre Construction Video	1	LS	$450.00	$450.00	1	$450.00	0	$0.00	1	$450.00
13	Traffic Control	1	LS	$17,900.00	$17,900.00	1	$17,900.00	0	$0.00	1	$17,900.00
14	Field Locate and Expose Existing Utilities	1	LS	$11,890.00	$11,890.00	1	$11,890.00	0	$0.00	1	$11,890.00
15	Furnish and Install Sod	200	SY	$2.50	$500.00	356	$890.00	0	$0.00	356	$890.00
16	Cap and Abandon Watermain	1	LS	$3,055.00	$3,055.00	1	$3,055.00	0	$0.00	1	$3,055.00
17	Indemnification	1	LS	$1,000.00	$1,000.00	1	$1,000.00	0	$0.00	1	$1,000.00
18	Record Drawing Preparation	1	LS	$3,999.00	$3,999.00	1	$3,999.00	0	$0.00	1	$3,999.00
	PART 'B' SUBTOTAL				**$249,577.50**		**$215,316.42**		**$0.00**		**$215,316.42**
	TOTAL BID AMOUNT				**$380,017.50**		**$242,026.42**		**$0.00**		**$242,026.42**

PROJECT: City of Port Orange
Part 'A' - S. Atlantic Ave Water Main Adjustment; Part 'B' - Ridgewood Ave Water Main Improvements

For Period Ending: 4/20/2015

	Description of Work	Bid Qty	Unit	Unit Price	Bid Amount	Previous Installed Quantity	Previous Amount	Installed Quantity This Period	Total Amount This Period	Total Quantities Completed	Total Amount Completed
	CHANGE ORDERS APPROVED BY THE CITY:										
A	PART 'A' - SOUTH ATLANTIC AVENUE WATER MAIN										
CO-1.1	CURLEW ST - 2" POLY ADJUSTMENT										
	a) 2" Poly Directional Drilled	70	LF	$105.00	$7,350.00	0	$0.00	0	$0.00	0	$0.00
	b) 2" Tie In	1	LS	$710.00	$710.00	0	$0.00	0	$0.00	0	$0.00
	c) Remove and Replace Type "F" Curb	10	LF	$14.00	$140.00	0	$0.00	0	$0.00	0	$0.00
CO1.2	SEAGULL AVE - ADD'L 6" WM ADJUST.										
	a)6" Water Main (with all joints restrained, fittings and tie-in to existing)	90	LF	$93.00	$8,370.00	0	$0.00	0	$0.00	0	$0.00
	b) 6"x6" Tapping Sleeve and Valve	1	LS	$3,599.00	$3,599.00	0	$0.00	0	$0.00	0	$0.00
	c) Open Cut and Repair Asphalt per County Std	80	SY	$71.90	$5,752.00	0	$0.00	0	$0.00	0	$0.00
	d) 6" Tie In	1	EA	$3,155.00	$3,155.00	0	$0.00	0	$0.00	0	$0.00
	e) Remove and Replace Type "F" Curb	30	LF	$14.00	$420.00	0	$0.00	0	$0.00	0	$0.00
CO1.3	TORONITA AVE - ADD'L 6" WM ADJUST.										
	a)6" Water Main (with all joints restrained, fittings and tie-in to existing)	65	LF	$93.00	$6,045.00	0	$0.00	0	$0.00	0	$0.00
	b) 6" Insertion Valve	1	LS	$6,890.00	$6,890.00	0	$0.00	0	$0.00	0	$0.00
	c) Open Cut and Repair Asphalt per County Std	80	SY	$71.90	$5,752.00	0	$0.00	0	$0.00	0	$0.00
	d) 6" Tie In	2	EA	$3,155.00	$6,310.00	0	$0.00	0	$0.00	0	$0.00
	e) Remove and Replace Type "F" Curb	40	LF	$14.00	$560.00	0	$0.00	0	$0.00	0	$0.00
CO1.4	EGRET AVE - ADD'L 6" AND 2" WM ADJUST.										
	a)6" Water Main (with all joints restrained, fittings and tie-in to existing)	30	LF	$93.00	$2,790.00	0	$0.00	0	$0.00	0	$0.00
	b) 2" Poly Directional Drilled	70	LF	$105.00	$7,350.00	0	$0.00	0	$0.00	0	$0.00
	c) Open Cut and Repair Asphalt per County Std	10	SY	$71.90	$719.00	0	$0.00	0	$0.00	0	$0.00
	d) 6" Tie In	2	EA	$3,155.00	$6,310.00	0	$0.00	0	$0.00	0	$0.00
	e) 2" Tie In	1	LS	$710.00	$710.00	0	$0.00	0	$0.00	0	$0.00
	f) 2" Gate Valve	1	EA	$1,320.00	$1,320.00	0	$0.00	0	$0.00	0	$0.00
CO1.5	MISCELLANEOUS										
	6" Water Main (with all joints restrained, fittings and tie-in to existing) - AC Water Main Tie-in	160	LF	$93.00	$14,880.00	0	$0.00	0	$0.00	0	$0.00
	Add/Delete D.I. Fittings	100	LB	$3.50	$350.00	0	$0.00	0	$0.00	0	$0.00
	Traffic Control	1	LS	$4,390.00	$4,390.00	0	$0.00	0	$0.00	0	$0.00
	Field Locate and Expose Existing Utilities	1	LS	$4,495.00	$4,495.00	0	$0.00	0	$0.00	0	$0.00
	Furnish and Install Sod	300	SY	$2.50	$750.00	0	$0.00	0	$0.00	0	$0.00
	Cap and Abandon Watermain	1	LS	$3,055.00	$3,055.00	0	$0.00	0	$0.00	0	$0.00
	Record Drawing Preparation	1	LS	$2,295.00	$2,295.00	0	$0.00	0	$0.00	0	$0.00
	CHANGE ORDER SUBTOTAL				**$104,467.00**		**$0.00**		**$0.00**		**$0.00**
	FIELD CHANGES APPROVED BY THE CITY:										
1A	Part 'A' - South Atlantic Ave WM										
FO-1.1	Deletions										
	a.) 6" Tapping Sleeve & Valve	-1	EA	$3,599.00		0	$0.00	0	$0.00	0	$0.00
	b.) 8"x6" Reducer	-80	LB	$3.50		0	$0.00	0	$0.00	0	$0.00
1B	Part 'B' - Ridgewood Ave WM										
FO-1.2	Tie-In to Existing Water Main										
	a.) 8" to 2"	2	EA	$1,575.00		2	$3,150.00	0	$0.00	2	$3,150.00
	b.) 10" to 2"	1	EA	$1,700.00		2	$3,400.00	0	$0.00	2	$3,400.00
	c.) 8" Gate Valve	1	EA	$2,150.00		2	$4,300.00	0	$0.00	2	$4,300.00
	d.) Add/Delete DI Fittings	175	LB	$3.50		0	$0.00	0	$0.00	0	$0.00
	e) 8" Insertion Valve	2	EA	$13,126.07		1	$12,000.00	0	$1,126.07	1	$13,126.07
	f) Rock Removal	1	LS	$20,000.00		1	$20,000.00	-1	-$20,000.00	0	$0.00
	g) Unforeseen Conditions	1	LS	$35,833.87		0	$0.00	1	$35,833.87	1	$35,833.87
	h) De-mobilization/Re-mobilization	1	LS	$10,000.00		1	$10,000.00	-1	-$10,000.00	0	$0.00
	I) Purchased Materials	1	LS	$11,870.58		0	$0.00	1	$11,870.58	1	$11,870.58
	j) Loss of Profit (5% deleted work)	1	LS	$11,263.35		1	$11,263.35	-1	-$11,263.35	0	$0.00
	k) MAC Tapping (Restocking fee)	1	LS	$920.00		1	$920.00	0	$0.00	1	$920.00
	TOTAL FIELD CHANGES						**$65,033.35**		**$7,567.17**		**$72,600.52**
	GRAND TOTAL				**$484,484.50**		**$307,059.77**		**$7,567.17**		**$314,626.94**
	STORED MATERIALS						**$0.00**		**$0.00**		**$0.00**

ATTACHMENT 'B'

RETURN MATERIAL TO CITY OF PORT ORANGE
Port Orange
Part 'A' - S. Atlantic Ave Water Main

DESCRIPTION	QTY	UP	TOTAL COST
FIRE HYD ASSEMBLY	3	$1,580.00	$4,740.00
1"~ POLY PIPE	200	$0.41	$82.00
2"~ POLYPIPE	100	$1.49	$149.00
10" ~ BELL REST	3	$86.00	$258.00
8"X8" ~ TAPPING SLEEVE AND VALVE	1	$1,620.00	$1,620.00
8" ~ 45 BEND	3	$68.00	$204.00
8"x6" ~ REDUCER	1	$49.00	$49.00
8" ~ MEGALUGS	6	$42.00	$252.00
6" ~ 45 BEND	8	$47.00	$376.00
6" ~ MEGALUGS	34	$31.00	$1,054.00
6" ~ BELL REST	8	$30.00	$240.00
6"X6" ~ TAPPING SLEEVE AND VALVE	1	$1,186.00	$1,186.00
6" ~ LONG SLEEVE	7	$52.00	$364.00
6"x1" ~ SVC SADDLE	2	$30.00	$60.00
1" ~ COMP CORP	4	$46.00	$184.00
1"x3/4" ~ MTR STRT	4	$69.00	$276.00

SUB-TOTAL $11,094.00
TAX $ 776.58
~~PROFIT $ 1,780.59~~
TOTAL $ 11,870.58
~~$13,651.17~~

Doug Brown 10-29-14
Received by Date

RT Maddox 10/29/13
Masci Representative Date

ATTACHMENT 'C'

COQUINA ROCK AND PIPE ADJUSTMENT COST FOR AT&T DUCT BANK

MASCI GENERAL CONTRACTOR, INC.

GENERAL CONTRACTORS
5752 S. Ridgewood Ave., Port Orange, FL 32127
Tel. (386) 322-4500: FAX (386) 322-4600
Estimators Fax: (386) 322-4543

March 3, 2015

Andre Sutherland, P.E.
Senior Project Engineer
CDM Smith, Inc.
7029-1 Commonwealth Ave.
Jacksonville, FL 32220

Subject: **Masci Burden Rates**
SR-212 (US 90), From Ridgewood Rd to FOP Way and From Ryar Rd to W of Parental Home Rd
FIN PROJ ID: 428709-1-52-01
FED JOB NO: 2546029U
CONTRACT NO: T2524
COUNTY: Duval

Dear Mr. Sutherland:

Masci General Contractors hereby certifies the follow:

1. For this project, Masci General Contractors has off-site Supervisory and Clerical staff, and on-site Supervisory personnel. Their pro-rated time for this project is as follows: Project Manager at 100%, Project Superintendent-Project Coordinator at 100%, Bridge Superintendent at 100%, and Project Clerk at 25%.

2. The actual burden rates are as follows:

	FICA/Medicare	Medical Insurance	Benefits	FUTA/SUTA	WC	Insurance	Total Burden Rate
Unskilled Laborer	7.65%	23.01%	4.00%	6.20%	9.07%	10.15%	60.08
Asst. Project Coordinator	7.65%	25.51%	4.00%	6.20%	.64%	10.15%	54.15%
Carpenter	7.65%	17.83%	4.00%	6.20%	20.82%	10.15%	66.65%
Concrete Finisher	7.65%	13.73%	4.00%	6.20%	20.82%	10.15%	62.55%
Foreman	7.65%	17.80%	4.00%	6.20%	20.82%	10.15%	66.62%
Formsetter	7.65%	21.17%	4.00%	6.20%	20.82%	10.15%	69.99%
Mechanic	7.65%	12.12%	4.00%	6.20%	6.68%	10.15%	46.80%
Mulit-axle Truck Driver	7.65%	16.11%	4.00%	6.20%	12.20%	10.15%	56.31%
Oper. Backhoe	7.65%	16.88%	4.00%	6.20%	13.67%	10.15%	58.55%
Oper. Crane	7.65%	18.69%	4.00%	6.20%	20.82%	10.15%	67.51%
Oper. Dozer	7.65%	17.01%	4.00%	6.20%	20.82%	10.15%	65.83%

Oper. Grader	7.65%	23.03%	4.00%	6.20%	20.82%	10.15%	71.85%
Oper. Loader	7.65%	20.42%	4.00%	6.20%	20.82%	10.15%	69.24%
Oper. Roller	7.65%	20.42%	4.00%	6.20%	20.82%	10.15%	69.24%
Piledriver	7.65%	13.78%	4.00%	6.20%	20.82%	10.15%	62.60%
Pipe Layer	7.65%	19.40%	4.00%	6.20%	9.07%	10.15%	56.47%
Project Coordinator	7.65%	20.47%	4.00%	6.20%	0.64%	10.15%	48.11%
Shop Foreman	7.65%	13.08%	4.00%	6.20%	6.68%	10.15%	47.76%
Superintendent	7.65%	10.17%	4.00%	6.20%	20.82%	10.15%	58.99%
Surveyor Helper/Engineering	7.65%	18.46	4.00%	6.20%	20.82%	10.15%	67.28%
Surveyor/Engineering	7.65%	16.07%	4.00%	6.20%	20.82%	10.15%	64.89%
Tug Boat Operator	7.65%	9.61%	4.00%	6.20%	20.82%	10.15%	58.43%

Burden rates are effective until 12/31/15 due to increases expected in insurance and benefits.

3. The company maintains an employee benefit plan including Holiday, Sick, Vacation, and Retirement benefits.

If you should have any questions or need further information, please feel free to call.

Sincerely,

Michael R. Anderson, P.E.
Project Manager
MASCI General Contractors, Inc.

Sworn and subscribed before me on 3/4/15

Kristi Ball

Notary Public
My Commission Expires:

KRISTI BALL
MY COMMISSION #FF026896
EXPIRES June 12, 2017
FloridaNotaryService.com
(407) 398-0153

ATTACHMENT 'C'

Date	DESC	AMT
6/16/2014	Coquina	$ 2,905.45
6/17/2014	Coquina	$ 968.48
6/18/2014	Coquina	$ 4,842.42
6/19/2014	Coquina	$ 2,905.45
6/20/2014	Coquina	$ 3,873.93
6/25/2014	Coquina	$ 968.48
6/26/2014	Coquina	$ 1,936.97
6/27/2014	Coquina	$ 1,936.97
6/27/2014	ATT Duct	$ 3,873.93
6/30/2014	ATT Duct	$ 3,873.93
7/1/2014	Expose FH	$ 3,873.93
7/10/2014	Coquina	$ 3,873.93
		$35,833.87

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Rogers.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/16/2014
Time For Excavation: 3

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit			15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$2,905.45**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Rogers.

Project Name: Port Orange - SR5 - US1 Water Main Improvements

Date Prepared: 6/17/2014

Time For Excavation: 1

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
	Overhead & Profit			15%	$203.18		$464.76		$161.77		$0.00		$829.71
				15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$968.48**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Rogers.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/18/2014
Time For Excavation: 5

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	**$819.84**
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit		15%		$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$4,842.42**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Rogers.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/19/2014
Time For Excavation: 3

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit		15%		$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL $968.48

AMT DUE $2,905.45

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Rogers.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/20/2014
Time For Excavation: 4

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
	Overhead & Profit			15%	$203.18		$464.76		$161.77		$0.00		$829.71
				15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$3,873.93**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Niver.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/25/2014
Time For Excavation: 1

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit		15%		$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$968.48**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Niver.

Project Name: Port Orange - SR5 - US1 Water Main Improvements

Date Prepared: 6/26/2014

Time For Excavation: 2

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
	Overhead & Profit			15%	$203.18	15%	$464.76		$161.77		$0.00		$829.71
					$30.48		$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$1,936.97**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Niver.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/27/2014
Time For Excavation: 2

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit			15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL $968.48

AMT DUE $1,936.97

Masci Cost

Description: Cost associated with delays due to unforseen underground conditions at Niver Street. AT&T duct bank not in the location or size as illustated in the plans. Cost for conflict resolution.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/27/2014
Time For Excavation: 4

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
	Overhead & Profit			15%	$203.18		$464.76		$161.77		$0.00		$829.71
				15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL $968.48

AMT DUE $3,873.93

Masci Cost

Description: Cost associated with delays due to unforseen underground conditions at Niver Street. AT&T duct bank not in the location or size as illustated in the plans. Cost for conflict resolution.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 6/30/2014
Time For Excavation: 4

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit			15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL $968.48

AMT DUE $3,873.93

Masci Cost Estimate

Description: Cost associated with delays due to unforseen underground conditions at Niver Street.
Expose 6" watermain from old hydrant, 2" gate valve re-expose for City to verify closed.

Project Name: Port Orange - SR5 - US1 Water Main Improvements
Date Prepared: 7/1/2014
Time For Excavation: 4

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	**$819.84**
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit			15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL **$968.48**

AMT DUE **$3,873.93**

Masci Cost

Description: Cost associated with the excavation and disposal of coquina rock encountered at Farmbrook.

Project Name: Port Orange - SR5 - US1 Water Main Improvements

Date Prepared: 7/10/2014

Time For Excavation: 4

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1. Excavate Coquina Rock	Supervisor	1	HR	$64.85	$64.85								$64.85
	Foreman	1	HR	$33.85	$33.85								$33.85
	Operator	1	HR	$13.62	$13.62								$13.62
	Pipe Layer (3)	3	HR	$23.51	$70.53								$70.53
	Truck Driver	1	HR	$20.33	$20.33								$20.33
	Foreman Pickup Truck	1	HR			$32.55	$32.55						$32.55
	Komatsu PC50-MR2 Mini-excavator	1	HR			$65.51	$65.51						$65.51
	John Deere 544J Loader	1	HR			$90.79	$90.79						$90.79
	Mack CV713 Dump Truck	1	HR			$83.57	$83.57						$83.57
	Handheld Rock Drill Jack Hammer	1	HR			$10.70	$10.70						$10.70
	Sullivan Air Compressor	1	HR			$33.84	$33.84						$33.84
	Takehuchi TL140 Skid Steer	1	HR			$61.76	$61.76						$61.76
	Bomag BW-80-AD2	1	HR			$19.82	$19.82						$19.82
	Wacker Jumping Jack (2)	2	HR			$12.81	$25.62						$25.62
	Bomag BVT 45/55 Plate Tamp	1	HR			$14.40	$14.40						$14.40
	Husky 5000 Generator	1	HR			$13.44	$13.44						$13.44
	Stihl 460 Cut-off Saw	1	HR			$12.76	$12.76						$12.76
	Fill Dirt	3	CY/HR					$10.00	$30.00				$30.00
	Landfill Disposal Fee	5.3	TN/HR					$23.00	$121.90				$121.90
												Subtotal	$819.84
							Tax @	6.50%	$9.87				
					$203.18		$464.76		$161.77		$0.00		$829.71
	Overhead & Profit			15%	$30.48	15%	$69.71	15%	$24.27	15%	$0.00		
					$233.66		$534.47		$186.04		$0.00		$954.17
											Bond @	1.50%	$14.31

HOURLY TOTAL $968.48

AMT DUE $3,873.93

MASCI DAILY LOGS

Masci Corporation

Daily Logs/Daily Direct Cost Sheet

Day: 6/16/14

Number of Employees on site today: 6

Weather/Temp: Sunny

Project: Fort Orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: Rogers/Orange

~~[illegible]~~ layed 40LF of 8" WM (Restrained)

- installed 6"x8" Reducer
- 12" lift density
- put asphalt

Problems / Delays: unable to excavated with Machine Coquina Rock in trench, had to use jack hammer (3 hours)

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: Terrio, James, Johnny, Jonathan Marcus, [illegible]

3 hrs

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 6/17/14 **Number of Employees on site today:** 6

Weather/Temp: Sunny

Project: Fort Orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: Rogers / orange

- Layed 40 LF of 8" WM (Restrained)
- backfilled 12" lifts
- put back asphalt patch

Problems / Delays: Could not excavate with machine had to use jackhammer (1 hour)

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: [illegible] James, Tunie Johnny, Marcus, Jonathan

1 M

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 6/18/14 **Number of Employees on site today:** 6

Weather/Temp: Sunny

Project: Port orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: Rogers / Orange

- layed 20 LF of 8" WM
- backfilled 12" lifts
- asphalt patch

Problems / Delays: extremely slow jack hammering today. Rock is over 3 feet thick, unable to use machine to excavate. (5 hours)

OLH onsight today (GARY) to observe Rock.

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: James, Jonathan, Richard, Jonny, Marcus, Terrice

5 hrs

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 6/19/14 **Number of Employees on site today:** 6

Weather/Temp: Sunny

Project: Port Orange WM improvements

Supervisor on Site: Richard Lynch

Work Performed Today: Rogers / Orange

- layed 40 LF of 8" WM
- layed 20 LF of 8" WM
- installed ① 8"x6" TEE
- 12" lifts
- put back asphalt
- ① 8" EV
- ② 8" 45°
- ① 8"x2" saddle

Problems / Delays: this is bullshit!!! 3 hours Coquina Rock

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: Richard, James, Jonny, Jonathan, Terrie, Marcus

3 hrs

Masci Corporation

Daily Logs/Daily Direct Cost Sheet

Day: 6/20/14

Number of Employees on site today: 6

Weather/Temp: Sunny

Project: Port Orange WM

Supervisor on Site: [illegible]

Work Performed Today: Rogers / orange

- layed 40LF of 8" WM
- 12" lifts

Problems / Delays: Coquina Rock in trench Jack hammer (4 hours)

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: [illegible], Marcus, James Jonny, Jonathan, Terrice

4 hrs

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 6/25/14 **Number of Employees on site today:** ____

Weather/Temp: sunny

Project: Port Orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: Niver

- City of Port Orange topped WM
- installed 10x6" Reelmax
- @ 6" 45°
- Layed 20 LF of 6" / 2 LF of 10"

Problems / Delays: - found 6" DI pipe (not on plans)
1 hour Jack hammering Coquina Rock

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: [illegible], Jonathan, James, Marvin, Tarita

1 hr

Masci Corporation

Daily Logs/Daily Direct Cost Sheet

Day: 6/26/14

Number of Employees on site today: 6

Weather/Temp: sunny

Project: Port Orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: River Crossing / US 1

- layed 60 LF of 10" PVC (Restrained)
- 17 inst. lift
- asphalt patch

Problems / Delays: 2 hours Jack hammer Coquina Rock

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: Tenis [illegible], James Jenny, Jonathan, Mahan

2 hrs

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 6/27/14 **Number of Employees on site today:** 6

Weather/Temp: Sunny

Project: Port Orange WM improvements

Supervisor on Site: [illegible]

Work Performed Today: River/US 1

- locates
- 131 of 10" PVC WM
- asphalt patch

Problems / Delays: - lost 4 hours exposing and covering unmarked ductbank in Roadway (not on plans) - notified Michael Anderson with EOR
- 2 hours Coquina Rock

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: Mike D, Terrie, James, Jonathan, Johnny, Marcus

6 hrs

Masci Corporation

Daily Logs/Daily Direct Cost Sheet

Day: 6/30/14

Number of Employees on site today: 6

Weather/Temp: Sunny

Project: Port Orange WM improvement

Supervisor on Site: [illegible]

Work Performed Today: Niver / US-1

- installed (4) 10" 45° (1) 10" 90° (2) 10x2 tapping saddles (2) pedlog and (2) corps

Problems / Delays: - 4 hour delay for AH / storm conflict had to add extra fittings

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: [illegible], Terrie, Marvin, Jonny, Jonathan, James

4 hrs

Masci Corporation

Daily Logs/Daily Direct Cost Sheet

Day: 7/1/14

Number of Employees on site today: 6

Weather/Temp: sunny

Project: Port Group WM improvements

Supervisor on Site: [illegible]

Work Performed Today: River fuel

- layed 30 LF 10" WM
- installed (1) 10" 90°
- installed (2) 10"x2" tapping saddle and poly
- installed 10"x6" Reducer

Problems / Delays: 4 hour delay Gary with OLH making contractor locator hydrant outside scope of work. lots of hand digging WM main was not active

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: [illegible] Marcus Jonny Jonathan James, Terrie

Masci Corporation **Daily Logs/Daily Direct Cost Sheet**

Day: 7/10/14 **Number of Employees on site today:** 6

Weather/Temp: sunny

Project: Port Orange WM improvements

Supervisor on Site: Richard [illegible]

Work Performed Today: Farmbrook

- layed 40 CF of 8" WM (Restrained)
- 12" [illegible]
- asphalt patch

Problems / Delays: 4 hours Coquina Rock, extremely slow today over 14' thick

Subcontractor Progress:

Description of Extra Work:

Employees On-Site/Time/Equipment: Richard, Jimmy, Jonathan, Tersia, Marcus, James

4 hrs

Memorandum

To: Andrew Neff, P.E., Public Utilities Director
From: Fred W. Griffith, P.E., Public Utilities Engineer
Subject: Deductive Change Order #2 – Additional Items
Date: May 7, 2015

8" x 2" Tie-in to Existing Water Main – This tie-in replaced the original design to tie-in the new 8' crossing with a 6" x 6" tapping sleeve and valve at Commonwealth on the west side of Ridgewood when it was realized that a 2" existed instead of a 6" at that location. This decision was made by city staff and the consulting engineer on approximately 7-7-14 when the existing 2" water line was uncovered by the contractor.

10" x 2" Tie-in to Existing Water Main – This was an additional tie-in to the existing 2" waterline running north from Niver Street on the west side of Ridgewood. This decision was made by city staff and consulting engineer on approximately 6-15-14 during the construction activity based on the existing pipe size and location in the area to provide better water system reinforcement northward.

8" Gate Valve – Gate valve was added near the intersection of Ridgewood Avenue and Commonwealth on the west side in order to minimize future disruption of water service in the future when the water system along the west side of Ridgewood is completed at a later date. This was also related to a 2" waterline uncovered at this location and in lieu of the 8" x6" tapping sleeve and valve which had originally been anticipated. Decision was made by city staff and consulting engineer on approximately 7-7-14 during the construction activity.

8" Insertion Valve - This insertion valve was added along Ridgewood Avenue to eliminate or minimize the need to disrupt water service to existing businesses of the area during construction and in the future should a water main break occur in the area. Actual water valves in this area that will actually close and fully open are scarce. Decision was made by city staff and consulting engineer on approximately 7-7-14 to include this valve.

Unforseen Conditions - This item includes several unforeseen conditions at several locations along Ridgewood. These included coquina rock, ATT conduit, and unknown / antiquated water mains which were uncovered. The decision was made by city staff and consulting engineer at various times as the construction progressed to continue with the work on both sides and across Ridgewood Avenue. Final payment amount was finally negotiated by the City Manager in April 2015.

Purchased Materials - These materials as listed were purchased by Masci for the Atlantic Avenue portion of the project that was eventually deleted. City staff and consulting engineer negotiated with them what materials that we were willing to purchase. Pricing documents were presented and reviewed. Materials were delivered to our warehouse and received by warehouse personnel. Decision was made by city staff and consulting engineer on approximately 9-15-14.

Mac Tapping (Insertion Valve - Restocking fee) Initially it was thought by city staff and the consulting engineer that the water main along the eastern side of Ridgewood Avenue continued northward from Seminole Street. This was determined later to not be the case upon several excavations along the eastern side of Ridgewood by the City. This insertion valve was then determined to be unnecessary by city staff and the consulting engineer whereby the valve was returned. The restocking value was approved by the city staff and the consulting engineer on approximately 9-10-14.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Updated Phasing Agreement for United Methodist Church of Port Orange, 305 Dunlawton Avenue.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the release of 2001 Phasing Agreement and approve the 2015 Phasing Agreement for the United Methodist Church of Port Orange.

SUMMARY: In 2001, the United Methodist Church of Port Orange entered into a Phasing Agreement (Exhibit A) with the City to phase the construction of a 18,000 square-foot sanctuary (built 2004), a 26,500 square-foot two-story fellowship hall, a 13,300 square-foot two-story administration building, and parking lot and landscape improvements on the church's property located at the northeast corner of Dunlawton Avenue and Orange Avenue (Exhibit B). The 2001 agreement allowed the church to phase these improvements over 28 years but provide specific dates for completion of these improvements. In 2004, the Church completed the construction of the sanctuary and the required site improvements. However, the church has not been able to meet the completion schedule for the other improvements in the agreement and at this time is uncertain about completing the remaining expansion of the church campus. Therefore, the church has requested to be released from the 2001 phasing agreement. Future site and building improvements would require the submittal of a site plan and compliance with the Land Development Code.

In April of 2015, the church submitted a site plan to construct a paved parking lot at the northeast corner of the property where there is currently a grass parking area. Staff has reviewed the site plan and it complies with the requirements of the Land Development Code. As part of the site plan, the church is requesting to construct the improvements in two phases. According to Chapter 20, Section 2(e) of the Land Development Code, a property owner may be permitted to phase the site improvements required by Chapter 12 (Road and Vehicular Use Areas) and Chapter 13 (Landscaping and Buffers) over a period not to exceed three years from the date of issuance of a development order for the site improvements. The proposed phasing agreement (Exhibit C) is limited to the site improvements related to the parking lot that would be constructed in two phases:

A. Phase I –Complete the grading, paving, and marking of the parking lot, construct all internal landscape islands, construct a new driveway off Lafayette Street, remove the abandoned curb cuts along Lafayette Street, install/plant the 10' right-of-way landscape buffer along Lafayette Street and Herbert Street, install the irrigation system to serve the landscaping installed with this phase, construct required stormwater infrastructure, and provide required easements.

B. Phase II – Construct a 4’ sidewalk along Lafayette Street (Chapter 12), install the remaining internal parking lot landscaping (Chapter 13) not installed with Phase I, install necessary irrigation (Chapter 13) for landscaping installed with this phase, replace any dead or damaged landscaping installed with Phase 1. According to the LDC, these remaining improvements are to be completed within in three years from the date of issuance of the Development Order for the site plan.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Exhibit A - 2001 Phasing Agreement	2001 Phasing Agreement.pdf
2.	Exhibit B - Location Map	Exhibit B - Location Map.jpg
3.	Exhibit C - Proposed 2015 Phasing Agreement	.pdf

Schmotzer, Melanie	Created/Initiated - 05/07/2015
Clark, Wayne	Approved - 05/07/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

07/27/2001 07:53
Instrument # 2001-155651
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DEVELOPMENT AGREEMENT
FOR THE FIRST UNITED METHODIST CHURCH OF PORT ORANGE

First United Methodist Church, Inc., 305 Dunlawton Av., Port Orange, FL, 32127 a Florida Corporation and a subsidiary to the Florida Annual Conference of the United Methodist Church (hereinafter the "Developer") and the City of Port Orange, a Florida municipal corporation (hereinafter the "City"), covenant and agree and bind their successors and heirs as follows:

WHEREAS, Developer is the sole owner of the church property (hereinafter the "Subject Property) depicted in Exhibit 'A' and legally described in Exhibit 'H'.

WHEREAS, the Subject Property has been used solely as a church for the past one hundred and fourteen (114) years and has enjoyed ongoing growth for said period.

WHEREAS, pursuant to Part II, Chapter 14, Article VII of the City's Code of Ordinances, Municipal Property Maintenance Standards, the Developer is engaged in a major improvement program which requires the Developer to submit a site development plan which must include but is not limited to, bringing landscaping, irrigation, parking and stormwater retention into compliance with current City development regulations.

WHEREAS, Chapter 20 of the City Land Development Code offers phasing agreements as a development incentive for properties located in the City's redevelopment areas, for particular durations, recognizing the unique constraints and complications of developing in said areas.

WHEREAS, the Developer has requested to enter into the subject Phasing Agreement (hereinafter the "Agreement") to significantly redevelop the Subject Property through five (5) separate phases over a period of twenty-eight (28) years or less.

WHEREAS, this Agreement is similar to phasing agreements that the City has entered into in the past, yet much larger in scope and longer in its time span.

WHEREAS, this Agreement is consistent with the established vision and goals/objectives of the Town Center Redevelopment Plan which was adopted via Ordinance #1998-78 on December 15, 1998.

WHEREAS, the City recognizes that pursuant to the Town Center Redevelopment Plan, this and other similarly unique and involved Agreements shall be necessary to redevelop entire city blocks.

WHEREAS each phase of development shall essentially be self-standing with respect to meeting the requirements of the City Land Development, the Building Code, and all other applicable codes, and each phase may be occupiable pursuant to satisfactorily passing their respective final inspections/re-inspections.

WHEREAS parking has been calculated on a ration of one (1) space for every four (4) seats in the assembly area of the sanctuary, on the basis that the congregation would occupy either the assembly area or ancillary areas on site and can not be expected to be in all areas at the same time.

WHEREAS each phase shall be reviewed/approved pursuant to this Agreement, and pursuant to a set of engineered plans prepared at that time, which shall be processed through the site development plan approval process.

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WHEREAS the City has determined that the property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City and that the uses proposed are consistent with the City's Comprehensive Plan, Update '98.

WHEREAS, the City is agreeable to the Developer's request pursuant to the following terms and conditions:

1. PURPOSE:

Given the complex sequence in which the Subject Property is to be re-developed with new structures and associated site improvements, and the manner and time at which certain existing structures are to be demolished, this Agreement is intended to establish the proper and acceptable phasing sequence of all development activity, and to set forth certain development parameters and minimum requirements for each phase.

2. DESCRIPTION OF SUBJECT PROPERTY AND PROPOSED DEVELOPMENT

a. The Subject Property is under the unified ownership and the sole control of the Developer. The Developer shall redevelop the Subject Property with a new sanctuary, a new fellowship hall and a new administration building, along with associated parking, landscaping/irrigation and stormwater retention. The parcels of land which make up the Subject Property are as follows:

b. The parcel located on the southwest corner of Herbert Street and Orange Avenue measures +/- 0.43 acres in area and carries a Planned Commercial Development (PCD) zoning classification. The largest parcel is bound by Dunlawton Avenue to the south, Orange Avenue to the west, Herbert Street to the North and Lafayette Street to the East; the total area of this parcel measures +/- 3.36 acres in area; and this parcel carries a Government/Public Use (GPU) zoning classification. The parcel located on the southeast corner of Herbert Street and Lafayette Street measures +/- 0.36 acres in area and carries a Government/Public Use (GPU) zoning classification. The combined gross acreage for all three (3) parcels which make up the Subject Property is +/- 4.15 acres.

c. Structures currently in existence on the Subject Property consist of:
- 3,831 square foot sanctuary
- 1,611 square foot classroom building #1
- 4,150 square foot classroom building #2
- 3,152 square foot fellowship hall
- 786 square foot house #1 used for youth
- 1,917 square foot house #2 used for offices

  15,447 square foot gross total

d. Structures to be constructed on the Subject Property consist of:
- Phase IA: 11,319 square foot sanctuary
- Phase IB: 6,963 square foot expansion to sanctuary
- Phase IIA: 26,470 square foot two story fellowship hall
- Phase IIB: no buildings this phase
- Phase III: 13,332 square foot administration building (6,666 square feet x 2 floors)

  58,084 square foot gross total

e. The Commercial Bank of Volusia County is to be constructing a 3,450 square foot drive-through bank on property located at the northwest corner of Dunlawton Avenue and Orange Avenue (see Exhibit 'A'). Specifically, the bank will be located on a 0.51 acre parcel which is contiguous and to the

south of the 0.43 acre parcel (described above) owned by the Developer. Pursuant to a separate agreement known as the Commercial Bank of Volusia County Planned Commercial Development Master Development Agreement, which is recorded in the public records of Volusia County, the Bank and the First United Methodist Church will share a total of twenty-nine (29) parking spaces. Said parking would be off-site from the primary 3.36 acre parcel where the sanctuary, fellowship hall and administration building are to be constructed, yet would be accessed via an Orange Avenue crosswalk.

f. The Port Orange Elementary School located on the south side of Dunlawton Avenue and facing the Subject Property, has entered into a similar agreement with the Developer to share fifty-eight (58) parking spaces. These parking spaces shall be accessed via an existing crosswalk (currently in place for school children) on Dunlawton Avenue.

g. It is hereby understood that the crosswalk on Dunlawton Avenue (existing) shall be equipped with two (2) crosswalk guards; one (1) on either side of the avenue. These individuals shall be employed and trained by the Developer. They shall facilitate the crossing of those congregation members which happen to park off-site from the Subject Property. The cross-walk guards shall be in position (employed) at the beginning and close of any/all events for which parking in excess of that which may be accommodated on the Subject Property is anticipated. Any County (or other) permits which may be necessary for the halting of traffic on Dunlawton Avenue for the above-described purposes shall be obtained and submitted to the City of Port Orange prior to the issuance of a Certificate of Occupancy (C/O) for Phase IA.

3. DESCRIPTION OF PHASES

a. PHASE IA (see Exhibit 'A') shall consist of constructing a new sanctuary measuring 11,319 square feet in area with a total of 412 seats in the assembly area. This phase will provide a total of 229 parking spaces, 29 of which will be along-side the Commercial Bank of Volusia County and 58 of which will be on the Port Orange Elementary School property, per agreements (see Exhibit 'I') with both property owners. The number of parking spaces provided (229) shall far exceed the required minimum of 103 based on a one (1) space for every four (4) seats ratio. No existing structures are anticipated for demolition. Completion should approximate January of 2002.

b. As noted in subsection 2(g) above, any County (or other) permits which may be necessary for the halting of traffic at the Dunlawton crosswalk shall be obtained and submitted to the City of Port Orange prior to the issuance of a Certificate of Occupancy (C/O) for this first phase.

c. Site/civil Improvements to consist of adding two (2) crosswalks on Orange Avenue to lead to each of the off-site parking lots; closing two (2) of the three (3) existing Dunlawton Avenue driveway entrances; grading the area for the new sanctuary building; construction of the entire stormwater retention system including a temporary swale from retention basin 'A' to a yard inlet 'B'; installation of drainage structures 'B','C','J','K' and 'L' and connection to existing structure 'M'. The stormwater system shall also include a temporary bypass culvert from structure 'C' to 'J'. Sanitary sewer installation shall include manhole MH-2 on Orange Avenue and MH-1 on site. Potable water installation shall include new water connection from an existing 6" water main on Orange Avenue and installation of a 2" distribution service line. [Please refer to the approved site plans on file with the City for an overview of the above-described storm, sewer and potable water improvements] Paving shall include a concrete crosswalk for the existing handicapped spaces across the existing driveway. There are six (6) specimen trees across the entire site, only two (2) of these shall be preserved once final development is complete. During Phase IA construction two (2) specimen trees shall be removed. As part of future tree preservation/mitigation requirements, six-inch 6" DBH trees shall be

installed to help offset future impacts to specimen trees. Landscaping to comply with City requirements for the sanctuary, the retention pond and buffers along the Dunlawton Avenue and Orange Avenue right-of-ways. Landscaping will be limited to sod and palm trees in the areas planned for Phase IB expansion, namely the music wing on Dunlawton and two overflow seating areas. The foundation shrubs required for the perimeter of the building within the expansion area shall be offset to other perimeter areas of the building.

d. PHASE IB (see Exhibit 'B') shall consist of a 6,963 square foot addition to the sanctuary, namely a choir rehearsal room to the south facing Dunlawton Avenue, offices to the west facing Orange Avenue, a multi-use worship/classroom spaces to the north and east sides and stairs/elevator to access the second floor (over multi-use spaces below). No demolition of any existing structures is anticipated during this phase. Total parking accommodation shall remain at 229, being 4 paved and 138 grass plus 87 off-site spaces. Completion of Phase IB to be within five (5) years after the completion of Phase IA. Seating within the sanctuary shall increase to a total of no more than 802 per Exhibit 'G'.

e. Site/Civil Improvements to include paving of the driveway from the entrance on Orange Avenue to approximately 185' inside site, including two (2) handicapped accessible parking spaces. Installation of storm structure 'A' and 'N' storm culverts between structures 'A' and 'C', and 'A' and 'N'. [Please refer to the approved site plans on file with the City for an overview of the above-described stormwater improvements] Palm trees to be re-located to accommodate expansions to the sanctuary. Foundation plantings to comply with City requirements to accommodate increased perimeter of expanded building.

f. PHASE IIA (see Exhibit 'C') shall consist of constructing a 26,470 square foot two (2) story fellowship hall to be used for recreation/education purposes. Site improvements shall consist paving an additional thirty-five (35) parking spaces; extending the associated internal driveway to connect with Lafayette Street; all necessary storm/drainage improvements; and necessary landscaping for the addition of the fellowship hall and the parking area. Demolition of two (2) existing residential structures shall occur during this phase, namely the old 786 square foot house #1 (used for youth) and the old 1,917 square foot house #2 (used for offices). Completion of Phase IIA is anticipated to be within ten (10) years from the completion of Phase IB.

g. A *traffic* and *parking* study shall be prepared and submitted to the City as part of the site plan submittal package for Phase IIA. The traffic element of the study shall be prepared pursuant to Subsection 4(a)(1) of Chapter 4 of the City Land Development Code. The parking element of the study shall assess the necessary number of parking spaces, both on- and off-site, to accommodate the additional breath of uses through the remaining phases of this Agreement. Upon review of the traffic element, the City shall reserve the right require the applicant to institute necessary operational improvements to the City's transportation system in order to maintain the appropriate level-of-service for roadways. Upon review of the parking element, the City shall reserve the right to require the Developer to secure additional on- and/or off-site parking (e.g. Westbridge Plaza) in order to accommodate the anticipated number of vehicles. Phase IIA shall be permitted to move forward if, among other things, the developer can effectively mitigate for the impacts stemming from the projected traffic volumes from both a traffic and a parking standpoint.

h. PHASE IIB (see Exhibit 'D') shall consist of paving an additional 87 parking spaces on-site and associated storm/drainage improvements; the closure of all long-standing driveways onto Herbert Street; and the demolition of the old 3,152 square foot fellowship hall. Completion is anticipated to be within two (2) years from the completion of Phase IIA. Landscaping shall be pursuant to City

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requirements for the addition of paved parking and shall introduce the necessary perimeter buffers along Herbert Street and Lafayette Street.

i. PHASE III (see Exhibit 'E') shall consist of constructing a 13,332 square foot administration building with offices on the 1st floor and education space on the 2nd floor. Construction of said building shall result in a significant redesign of the parking lot per Exhibit 'E'. Demolition of the old 1,611 square foot classroom building # 1, the old 4,150 square foot classroom building #2 and the old 3,831 square foot sanctuary shall occur during this phase. Classroom building #2 shall be demolished within one (1) year of the administration building being completed, whereas the old sanctuary and classroom building #1 shall be demolished within five (5) years. As a result of the demolition of these three (3) structures, approximately 57 additional grass parking spaces shall be made available and associated storm/drainage improvements shall be undertaken. At this point in time, parking accommodation for the Subject Property shall total 268 spaces, which exceeds the 201 space minimum that is based on a one (1) space for every four (4) seats ratio. Completion of Phase III is anticipated to be within ten (10) years from the completion of Phase IIB. Landscaping to accommodate City requirements for the addition of the new administration building and the modifications to the overall parking lot.

4. RATIONALE OF DETERMINING OF PARKING REQUIREMENTS:

a. Parking has been calculated using a ratio of one (1) space for every four (4) seats in the assembly area of the sanctuary, on the basis that the congregation would occupy either the assembly area or ancillary areas on site and can not be expected to be in all areas at the same time.

b. The Developer recognizes and understands that parking shall be purely limited to the approved on- and off-site parking areas, and that on-street parking is strictly prohibited. Any/all on-street parking which may occur in conjunction with any/all events shall be dealt with in a strict manner through the City's Code Enforcement proceedings.

c. The Developer approximates the provided/required number of parking spaces in each subsequent phase as indicated in the chart below.

5. PHASING SUMMARY:

Phase	Bldg. Area Proposed	Existing Bldg. Areas	Off-site Parking	Paved Parking On-site	Grass Parking On-site	Total Parking Spaces*	Required Parking Spaces	Seating
IA	11,319	15,447	87	2	140	229	103	412
IB	6,963	15,447	87	4	138	229	201	802
IIA	26,470	12,744	87	39	103	229	201	802
IIB	N.A.	9,592	87	126	0	213	201	802
III	13,332	0	87	124	57	268	201	802

* Layout alternatives will be evaluated during given phases with the goal of maximizing the number of provided parking spaces.

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6. PHASED COMPLETION OF DEVELOPMENT PLAN

a. Plan Approval. At the time a given phase is to commence, a set of engineered plans shall be prepared for that phase and submitted for review/approval by the City staff. Each set of plans (phase) shall be reviewed by the City Staff to ensure compliance with the elements of this Agreement and to ensure compliance with the Land Development Code and other applicable codes. Per the chart in Section 5 (above) and per the attached Exhibits 'A', 'B', 'C', 'D' and 'E' parking shall approximate the code required minimum, and as with the landscaping improvements, shall be phased in over the life-span of this agreement. The City shall review all engineered plans in accordance with the processes and turn-around times spoken to in the LDC.

b. Site Lighting. It is the intent of this Agreement that site lighting for each individual phase shall comply with the requirements of the City Land Development Code.

c. Responsibility and Expense. The Developer shall undertake the construction and maintenance of all improvements required by this Agreement at the Developer's sole cost and expense. In the event the Developer, its successor and assigns fail to perform the maintenance of the drainage and stormwater management systems, the City of Port Orange shall be entitled to enter upon the Subject Property and designated easement areas to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Subject Property for the cost of such maintenance, repair, and replacement, as deemed by the City to be necessary.

d. Phasing. All phasing is depicted by the site diagrams in Exhibits 'A', 'B', 'C', 'D', and 'E'. The developer shall have the right to phase development of the Subject Property as elaborated and detailed in this Agreement. Minor modifications not in conflict with this Agreement may be approved by the City Administrative Official. The City Administrative Official's approval shall be required in writing. Minor modifications may be necessary in order to comply with the LDC.

e. Conflicts. In the event of a conflict between the terms and provisions of the exhibits and the textual provisions of this Agreement, then the exhibits shall control. In the event of a conflict between the terms and provisions of the Agreement and the City's ordinances, the requirements of the Agreement shall control. If the Agreement fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect a the time which this Agreement was adopted shall control.

f. Exhibits. Exhibits 'F' and 'G' are merely included in this Agreement to depict the seating arrangements within the sanctuary, particularly to reflect how such is expanded upon in Phase IB. Exhibits 'F' and 'G' are not included in this Agreement to reflect specifics insofar as construction.

7. OCCUPANCY

a. The Developer shall have the right to obtain necessary occupational licenses upon completion of all major work (consistent with this Agreement) which requires permit review/approval, and the satisfactory resolution of all inspections stemming therefrom. During all phases of redevelopment the Developer may continue to use and occupy existing buildings prior to demolition. However, the City shall reserve the right to deny the use and occupancy of said buildings in the event they are in violation of applicable building codes.

8. WAIVER

a. The Developer, and the Developer's officers, employees, heirs, successors and assigns, hereby waive, release and forever discharge the City and the City's officers, employees, and agents from all actions or causes of action, or other suits, in law or in equity, whether now known or later discovered, which Developer may have against the City in connection with or resulting from actions taken or omissions made by the City in connection with this Agreement, or the City's power to enforce or failure to enforce this Agreement or any failure by the City to act under this Agreement.

b. The Developer agrees that in the event that the improvements are not completed as described herein, that the City shall have the right upon 10 days written notice to the Developer to enter upon the property of the Developer and complete all required improvements for any phase that has been commenced. The City shall be entitled to file a lien against the property to recover the costs of completing the improvements.

9. INDEMNIFICATION/HOLD HARMLESS

a. The Developer covenants and agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from and against third party claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of resulting from, or in any way connected with the condition of the Subject Property, the City's issuance of or failure to issue any development permits, the exercise of the City's power to enforce this Agreement, and any act of the Developer, omission or failure to act under the Agreement relating to the Subject Property.

10. MISCELLANEOUS TERMS

a. Agreement to be Recorded. This Agreement shall be recorded in the Public Records of Volusia County, Florida. The developer shall be responsible for all recording costs. The provisions of the Agreement shall constitute covenants running with the Subject Property. This Agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.

b. Fees and Costs in the Event of Litigation. In the event of any claim, action, litigation, or proceeding, including appeals, under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

c. Interpretation. In the event the Developer is aggrieved by any decision of any City Official interpreting the terms of this Agreement, the Developer may appeal the decision directly to the City Council. The appeal shall be filed in writing with the City Manager. Upon receipt of such appeal the City Manager shall place the appeal on the next City Council agenda established by his office after the appeal is received.

d. Time Limits. If for any unforeseen circumstances a given phase is not completed within the time limits indicated herein, then the City shall assume that the Developer does not have the intent and/or resources to carry out the remaining phases. If such occurs, all parking and landscaping improvements which would otherwise have been installed in later phases, shall be installed within one (1) year of the past-due time limit. In the event said parking/landscaping are not installed with said one (1) year period, then City shall have the right to enter into code enforcement proceedings and levy fines against the Subject Property if necessary. Having said this, if a time limit is quickly

approaching and the next phase is not anticipated to commence on time, the Developer shall be permitted a one (1) year time extension (only one extension per phase) providing a written request for such is submitted to the City's Administrative Official. Said written request must be submitted within thirty (30) days of the approaching time limit.

11. COMPLETE AGREEMENT

This agreement represents the complete understanding 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 the subject matter of this Agreement are hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Developer.

12. IN WITNESS WHEREOF, the parties hereto attached their hands and seals this 17th day of July, 2001.

Signed, sealed and delivered
in the presence of:

Witness 1

Margaret T. Roberts
Print Name of Witness 1

Shirley M. Kelly
Witness 2
Printed Name: Shirley M. Kelly

R. MacNeil
Witness 1

ROBERT MACNEIL.
Print Name of Witness 1

Rev Kim M. Joyner
Witness 2

Rev Kim M. Joyner
Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA,
a Florida Municipal Corporation

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest:

By: Kenneth W. Parker
Kenneth W. Parker, City Mgr

THE FIRST UNITED METHODIST CHURCH, INC. OF PORT ORANGE, FLORIDA,
a Florida corporation

By: Carl E. Carr

Print Name: CARL E. CARR

Its: President Corporation

STATE OF FLORIDA
COUNTY OF VOLUSIA

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The foregoing instrument was acknowledged before me this 17 day of July, 2001, by Dorothy L. Hukill and Kenneth W. Parker, Mayor and City Manager, respectively, of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Shirley M Kelly
Notary Public
Type, Print or Stamp Name, Commission Expiration

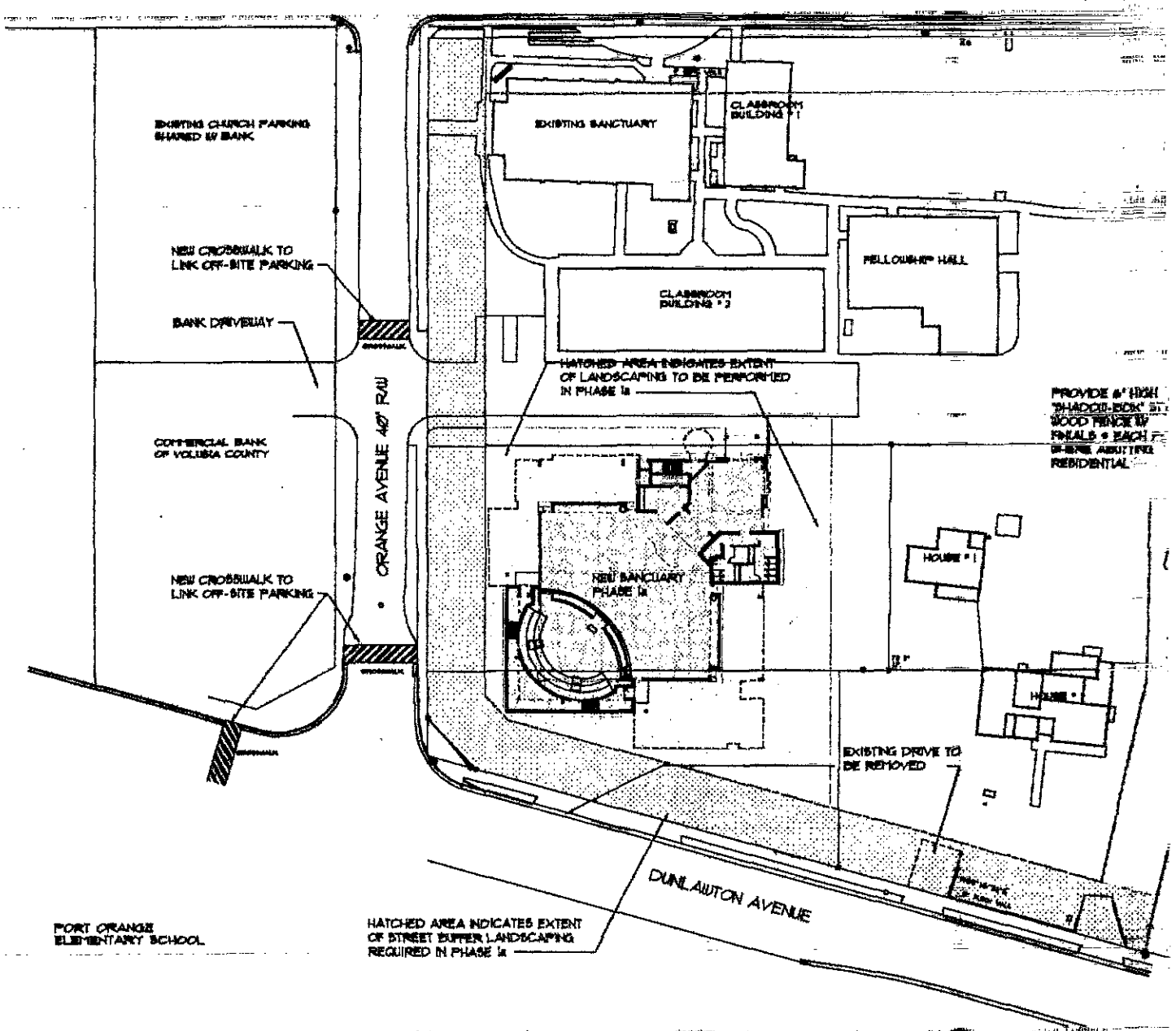
Shirley M. Kelly
MY COMMISSION # CC756220 EXPIRES
July 17, 2002
BONDED THRU TROY FAIN INSURANCE, INC

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of July, 2001 by CARL E. CARR, as the President Congregation of the First United Methodist Church of Port Orange, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL DR. License as identification and did not take an oath.

Janet C Bowey
Notary Public
Type, Print or Stamp Name, Commission Expiration

Janet C. Bowey
Commission # DD 016379
Expires April 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.



SITE DATA

PHASE I-a

NEW SANCTUARY:
TOTAL SEATS *: 412
BUILDING AREA: 11,319 s.f.

ON-SITE EXISTING * OF PAVED PARKING SPACES: 2
ON-SITE * OF GRASS PARKING SPACES: 198
ADDITIONAL PARKING SPACES PER AGREEMENT WITH PORT ORANGE ELEMENTARY SCHOOL: 58
ADDITIONAL PARKING SPACES PER AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY: 23
TOTAL ADDITIONAL PARKING SPACES PER AGREEMENT: 81
NEW PARKING SPACES ON PHASE I-a: 19
TOTAL PARKING SPACES ON PHASE I-a: 278

EXISTING BUILDINGS ON SITE

EXISTING SANCTUARY - REMAINS
EXISTING CLASSROOM BUILDING *
EXISTING CLASSROOM BUILDING *
EXISTING F[redacted]IP HALL
EXISTING HOUSE * 1 - REMAINS AS
EXISTING HOUSE * 2 - REMAINS AS
TOTAL SQUARE FOOTAGE - EXIST.

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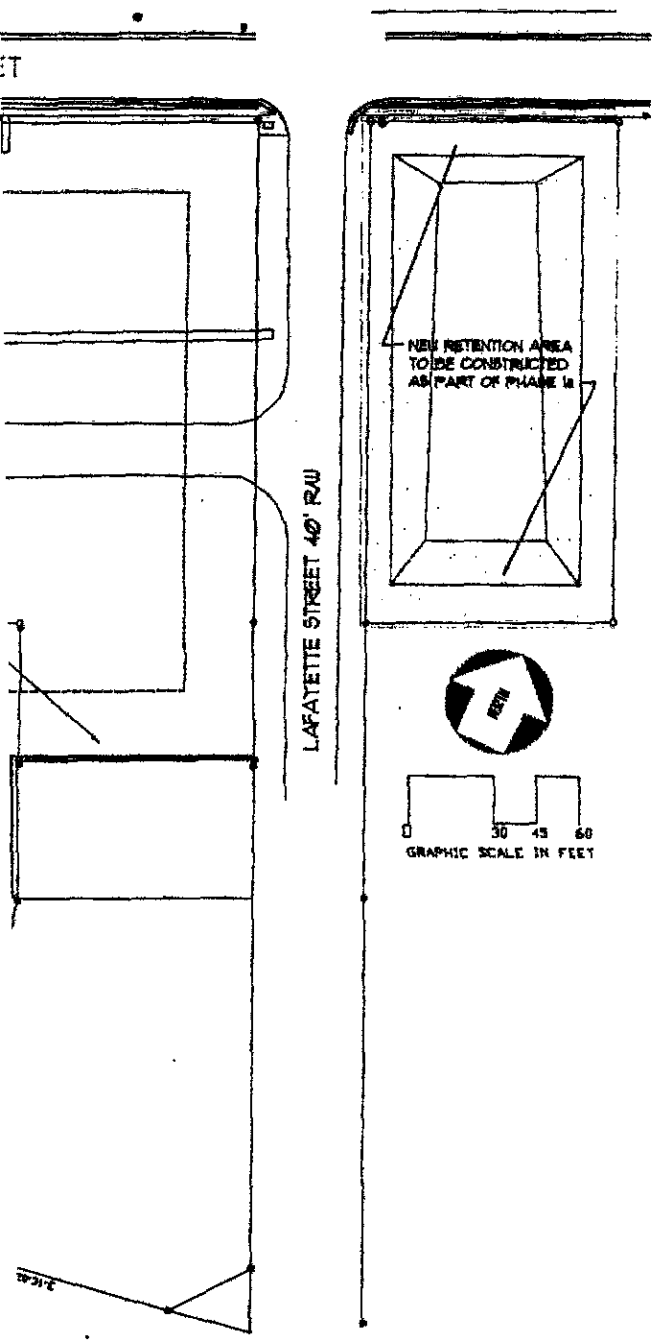


SITE DATA

	5,231 s.f.
EMAINS AS IS	1,611 s.f.
EMAINS AS IS	4,150 s.f.
S AS IS	3,152 s.f.
	788 s.f.
	1,511 s.f.
	15,443 s.f.

EXHIBIT A

Nick Jones & Associates
Architects / Planners, Inc.
1322 Bowman st.
Clermont, FL 34711
(352) 394-4708 FAX (352) 394-2226

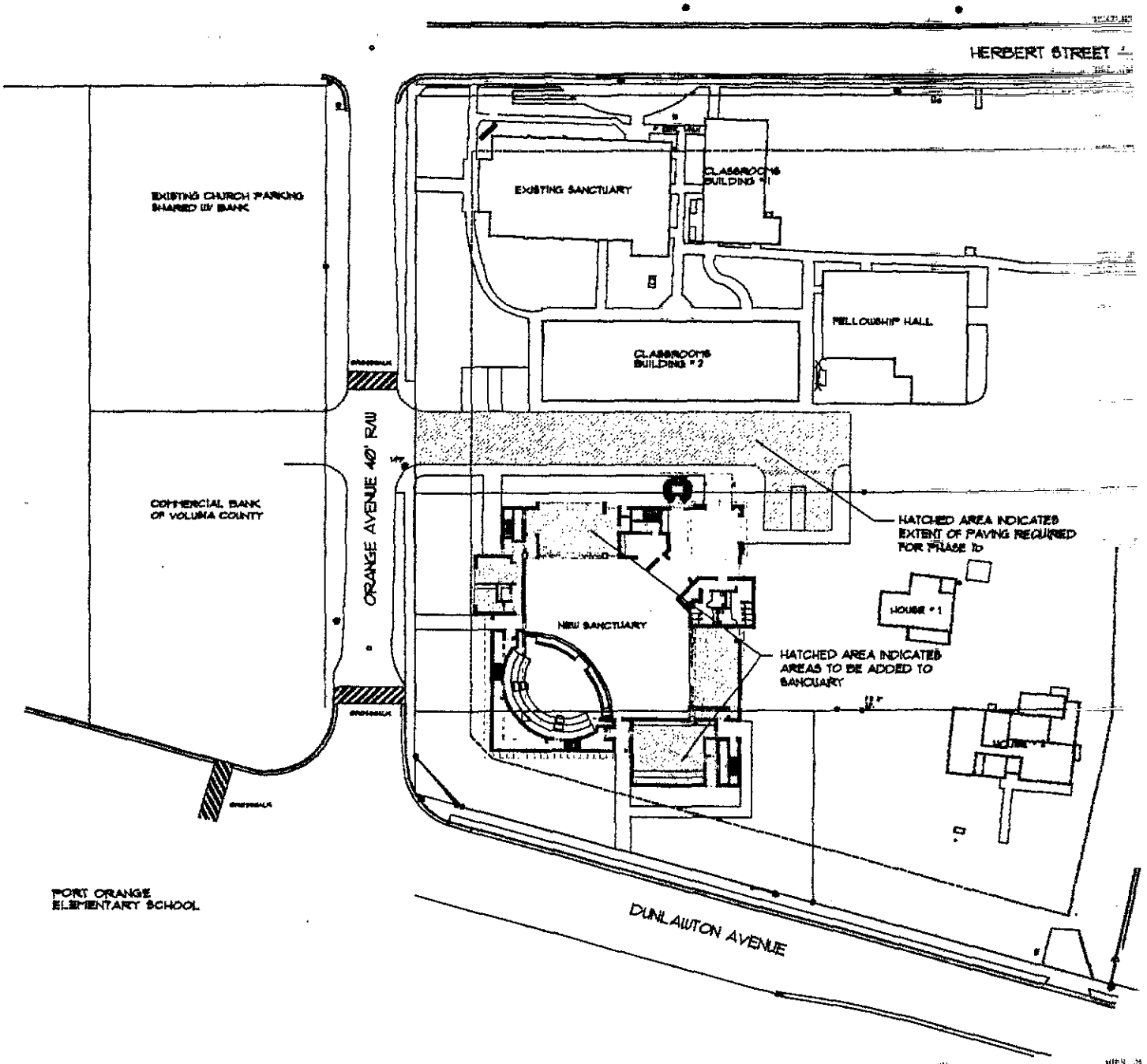
Revisions
No. Date
6/11/01

1st United Methodist Church
Port Orange, Florida
SITE PLAN - PHASE 1a

Job No.
836

Sheet No.
Ph 1a
1 of 5

Book: 4719
Page: 4479



SITE DATA

PHASE 1b

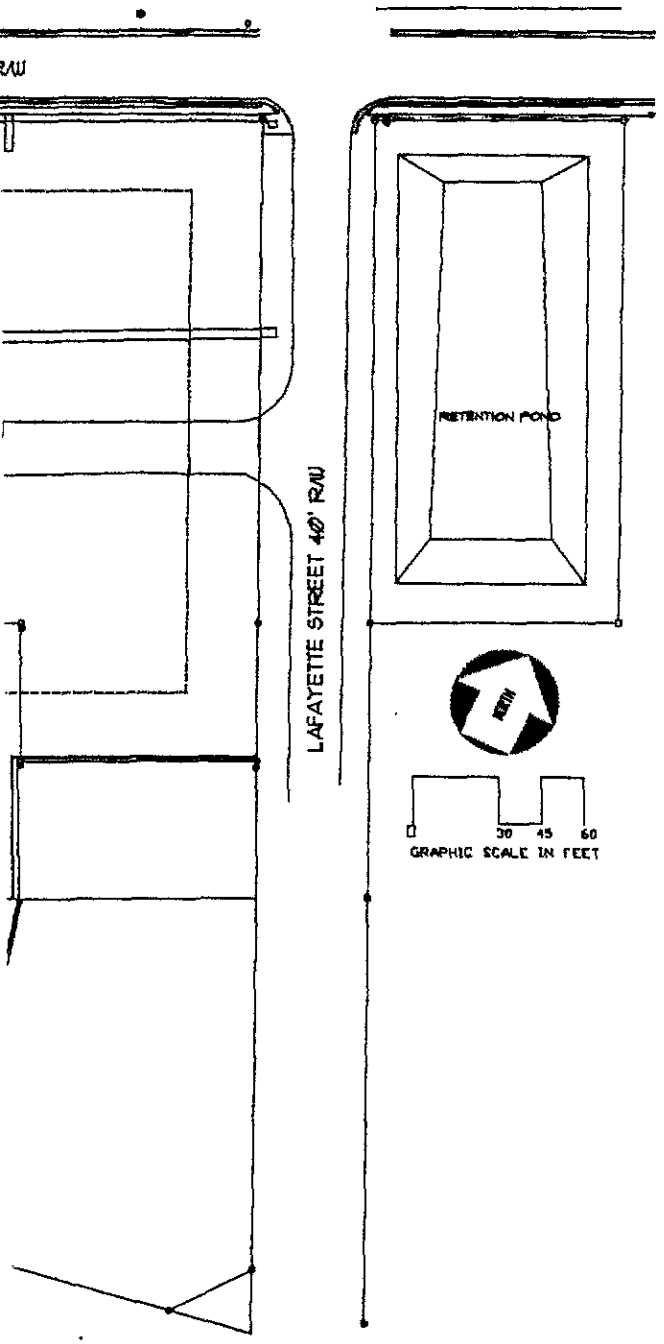
NEW SANCTUARY:
TOTAL SEATS *1 — 582
BUILDING AREA (Phase 1a = 11,315 + Phase 1b = 6,563) — 17,787 s.f.

ON-SITE EXISTING * OF PAVED PARKING SPACES	2
ON-SITE * OF GRASS PARKING SPACES	136
ADDITIONAL PARKING SPACES PER AGREEMENT WITH PORT ORANGE ELEMENTARY SCHOOL	58
ADDITIONAL PARKING SPACES PER AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY	79
TOTAL ADDITIONAL PARKING SPACES PER AGREEMENT	87
NEW PARKING SPACES ON PHASE 1b	7
TOTAL PARKING SPACES ON PHASE 1b	222

EXISTING BUILDINGS ON SITE

EXISTING SANCTUARY - REMAINS A
EXISTING CLASSROOM BUILDING # 1
EXISTING CLASSROOM BUILDING # 2
EXISTING FELLOWSHIP HALL - RE
EXISTING HOUSE # 1 - REMAINS AS
EXISTING HOUSE # 2 - REMAINS AS
TOTAL SQUARE FOOTAGE - EXISTI

Book: 4719
Page: 4480



SITE DATA

	3,831 s.f.
EMAINS AS IS	,611 s.f.
EMAINS AS IS	4,150 s.f.
IS AS IS	3,152 s.f.
	786 s.f.
	1,917 s.f.
	15,447 s.f.

EXHIBIT B

Nick Jones & Associates
Architects / Planners, Inc.
1322 Bowman St.
Clermont, FL 34711
(352) 394-4700 FAX (352) 394-2228

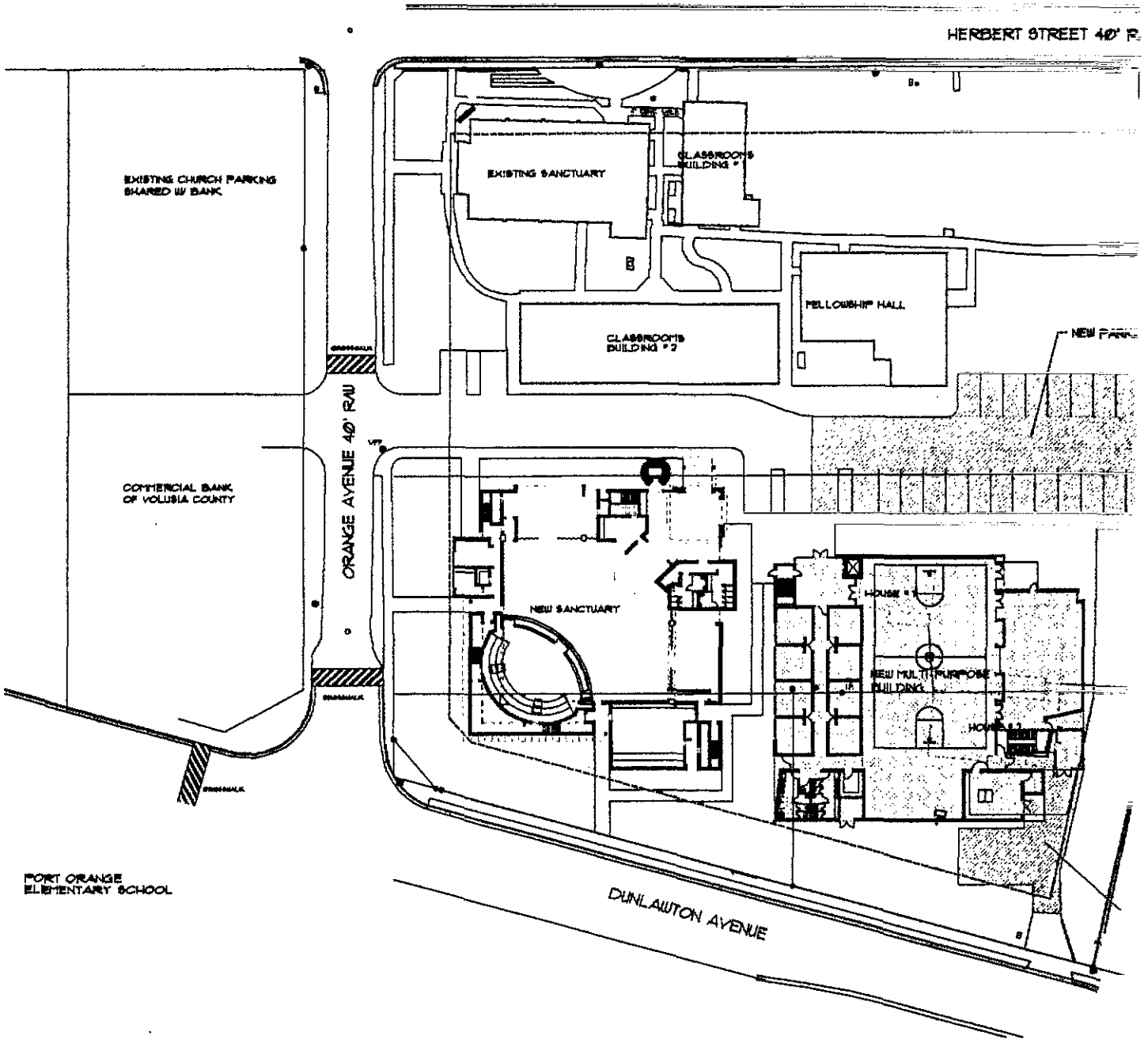
Revisions
No. Date
6/11/01

1st United Methodist Church
Port Orange, Florida
SITE PLAN - PHASE 1b

Job No.
836

Sheet No.
Ph 1b
2 of 5

Book: 4719
Page: 4481



SITE DATA

PHASE II-a

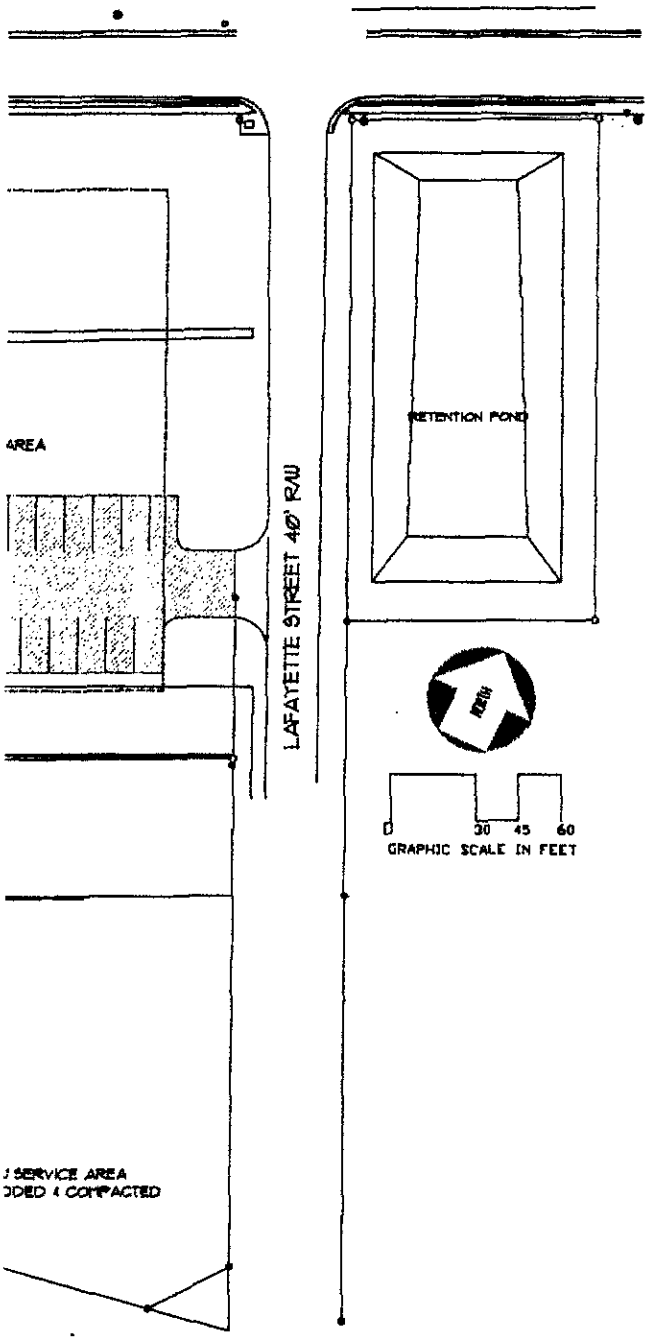
NEW SANCTUARY:
TOTAL SEATS *: 840
SANCUARY BUILDING AREA (Phase Ia + Ib): 18,282 s.f.
NEW FELLOWSHIP HALL:
BUILDING AREA: 26,478 s.f.

ON-SITE EXISTING * OF PAVED PARKING SPACES	4
ON-SITE * OF GRASS PARKING SPACES	103
ADDITIONAL PARKING SPACES PER AGREEMENT WITH PORT ORANGE ELEMENTARY SCHOOL	58
ADDITIONAL PARKING SPACES PER AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY	28
TOTAL ADDITIONAL PARKING SPACES PER AGREEMENT	87
NEW PARKING SPACES ON PHASE II-a	35
TOTAL PARKING SPACES ON PHASE II-a	229

EXISTING BUILDINGS ON SI

EXISTING SANCTUARY * REMAIN
EXISTING CLASSROOM BUILDING
EXISTING CLASSROOM BUILDING
EXISTING FELLOWSHIP HALL - .
EXISTING HOUSE #1 TO BE REMO
EXISTING HOUSE #2 TO BE REMO
TOTAL SQUARE FOOTAGE - EXIS

Book: 4719
Page: 4482



SITE DATA

IS	3,831 s.f.
REMAINS AS IS	1,611 s.f.
REMAINS AS IS	4,150 s.f.
INS AS IS	3,152 s.f.
(786 s.f.)	0 s.f.
(1917 s.f.)	0 s.f.
	12,744 s.f.

Nick Jones & Associates
Architects / Planners, Inc.
1322 Bowman St.
Clermont, FL 34711
(352) 394-4700 FAX (352) 394-2226

Revisions

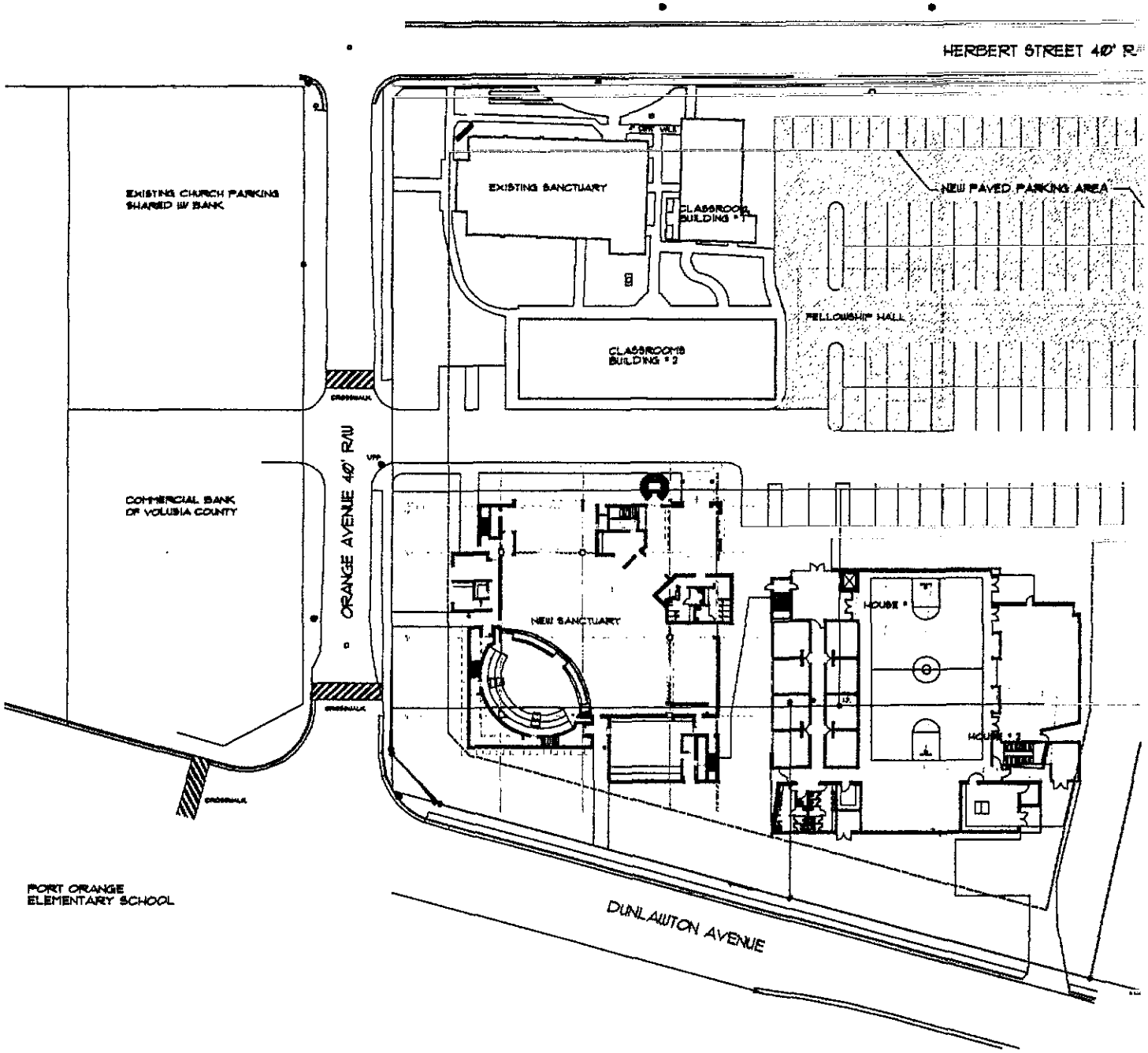
No.	Date
	6/11/01

1st United Methodist Church
Port Orange, Florida
SITE PLAN - PHASE IIa

Job No.
836

Sheet No.
Ph IIa
3of 5

[redacted] C



SITE DATA

PHASE II-b

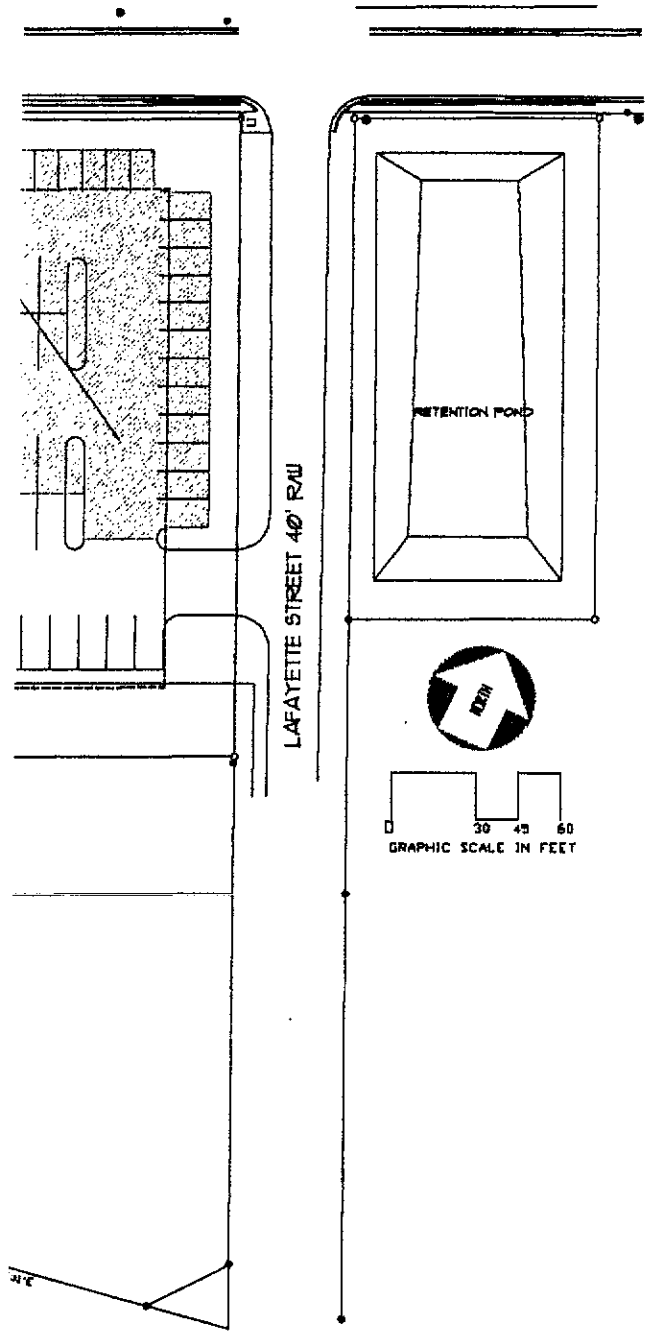
NEW SANCTUARY:
TOTAL SEATS #: 802
BUILDING AREA: 18,787 s.f.
NEW FELLOWSHIP HALL:
BUILDING AREA: 26,470 s.f.

ON-SITE EXISTING # OF PAVED PARKING SPACES	39
ON-SITE # OF GRASS PARKING SPACES	0
ADDITIONAL PARKING SPACES PER AGREEMENT WITH PORT ORANGE ELEMENTARY SCHOOL	58
ADDITIONAL PARKING SPACES PER AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY	29
TOTAL ADDITIONAL PARKING SPACES PER AGREEMENT	87
NEW PARKING SPACES ON PHASE II-b	87
TOTAL PARKING SPACES ON PHASE II-b	213

EXISTING BUILDINGS ON SITE

EXISTING SANCTUARY - REMAINS
EXISTING CLASSROOM BUILDING #
EXISTING CLASSROOM BUILDING #
EXISTING FELLOWSHIP HALL - TO
EXISTING HOUSE # 1 - TO BE DEMO
EXISTING HOUSE # 2 - TO BE DEMO
TOTAL SQUARE FOOTAGE - EXISTI

Book: 4719
Page: 4484



SITE DATA

G	3,851 s.f.
REMAINS AS IS	1,611 s.f.
REMAINS AS IS	4,152 s.f.
DEMOLISHED	
IED	
HED	
	9,592 s.f.

EXHIBIT D

Nick Jones & Associates
Architects / Planners, Inc.
1322 Bowman St
Clermont, FL 34711
(352) 394-4700 FAX (352) 394-2226

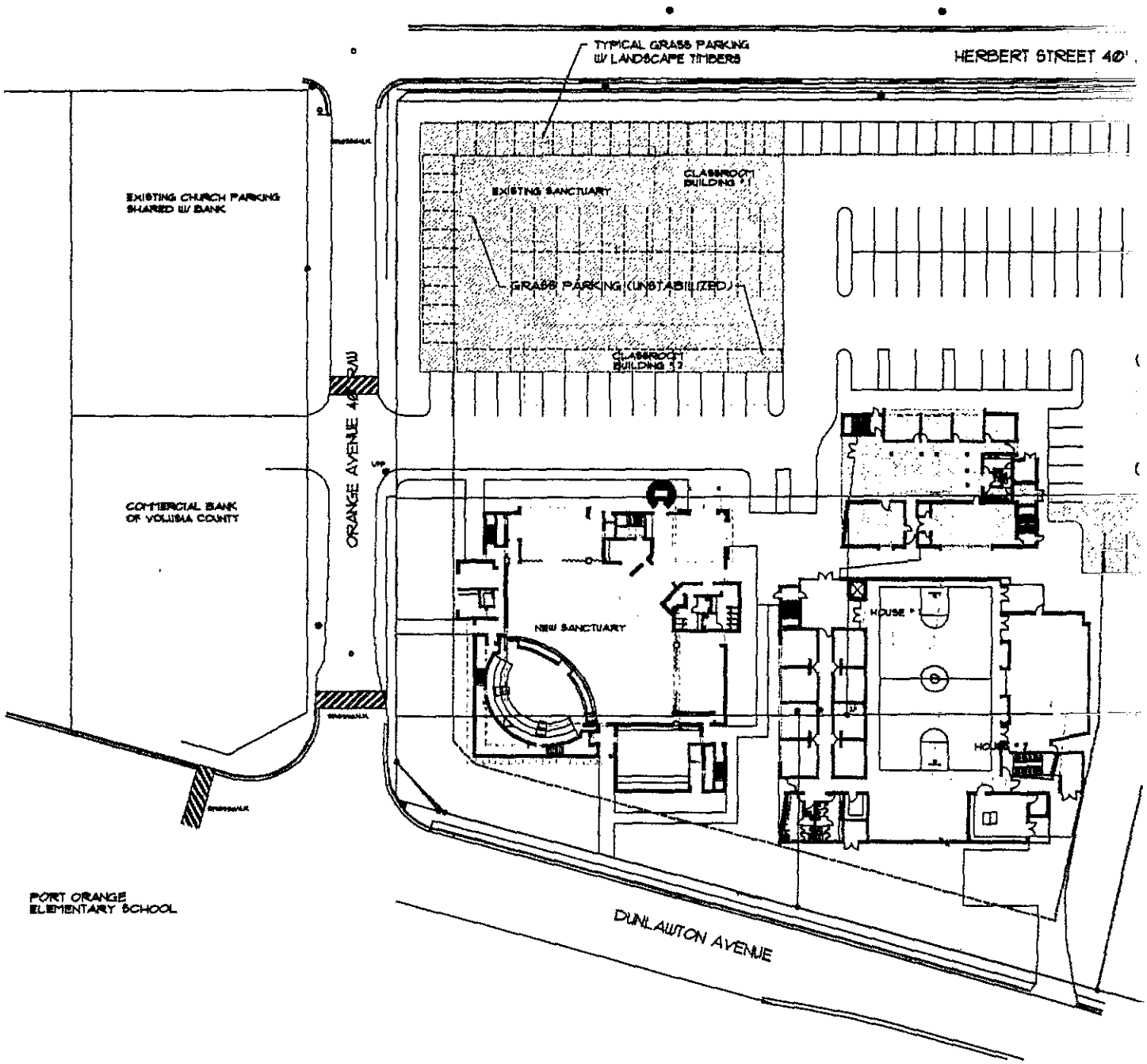
Revisions

No.	Date
	6/11/01

1st United Methodist Church
Port Orange, Florida
SITE PLAN - PHASE IIb

Job No. 836

Sheet No. Ph IIb 4 of 5



SITE DATA

PHASE III

NEW SANCTUARY:

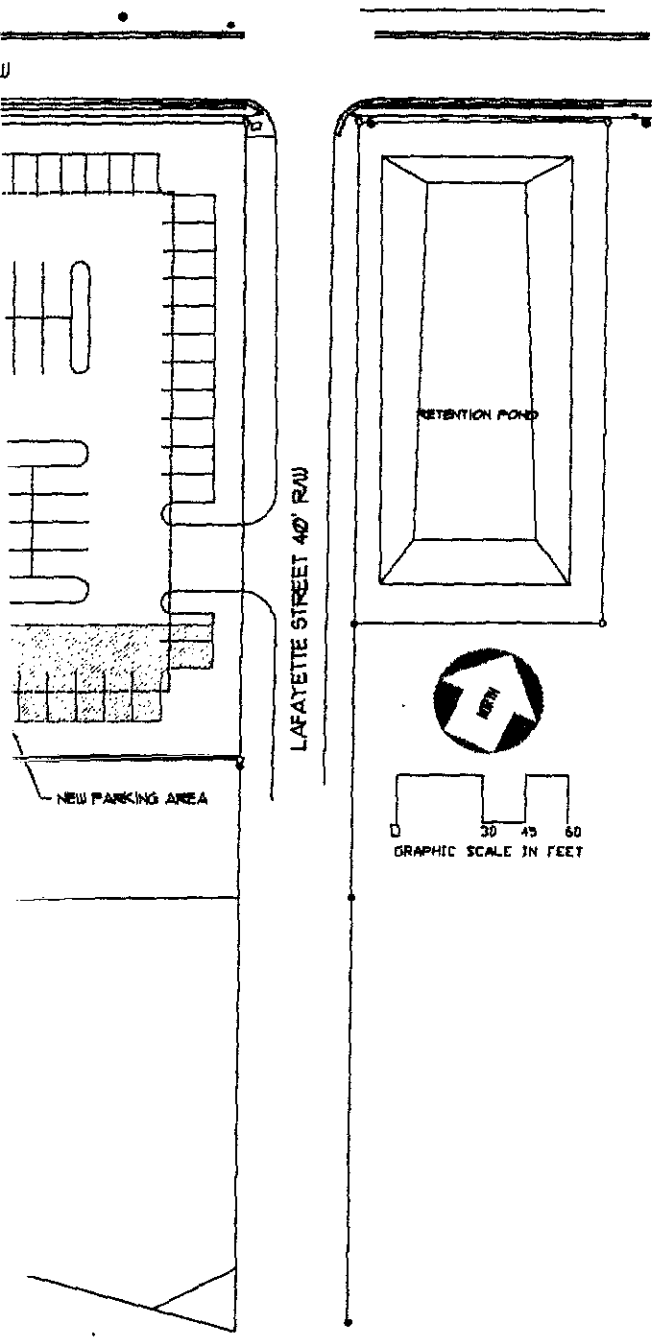
TOTAL SEATS +:	882
BUILDING AREA:	18,282 s.f.
NEW FELLOWSHIP HALL:	26,470 s.f.
NEW ADMINISTRATION BUILDING:	13,332 s.f.
TOTAL AREA - NEW BUILDINGS:	58,084 s.f.

ON-SITE EXISTING # OF PAVED PARKING SPACES	124
ON-SITE # OF GRASS PARKING SPACES	57
ADDITIONAL PARKING SPACES PER AGREEMENT WITH PORT ORANGE ELEMENTARY SCHOOL	58
ADDITIONAL PARKING SPACES PER AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY	29
TOTAL ADDITIONAL PARKING SPACES PER AGREEMENT	87
TOTAL PARKING SPACES ON PHASE III	268

EXISTING BUILDINGS ON SITE

EXISTING SANCTUARY - TO BE DE
EXISTING CLASSROOM BUILDING #
EXISTING CLASSROOM BUILDING #

Book: 4719
Page: 4486



SITE DATA

-HED
- BE DEMOLISHED
- BE DEMOLISHED

EXHIBIT E

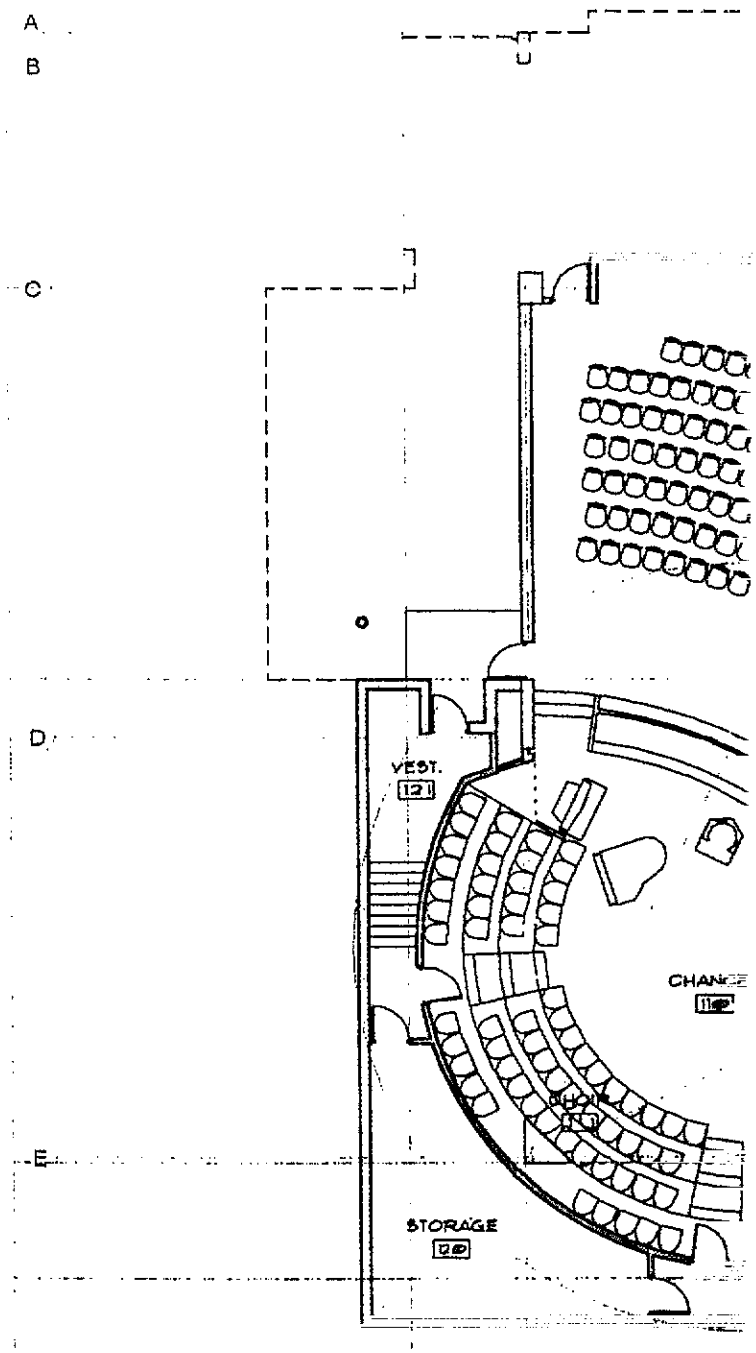
Nick Jones & Associates
Architects / Planners, Inc.
1322 Bowman St.
Clermont, FL 34711
(352) 394-4700 FAX (352) 394-2226

Revisions
No. Date
6/21/01

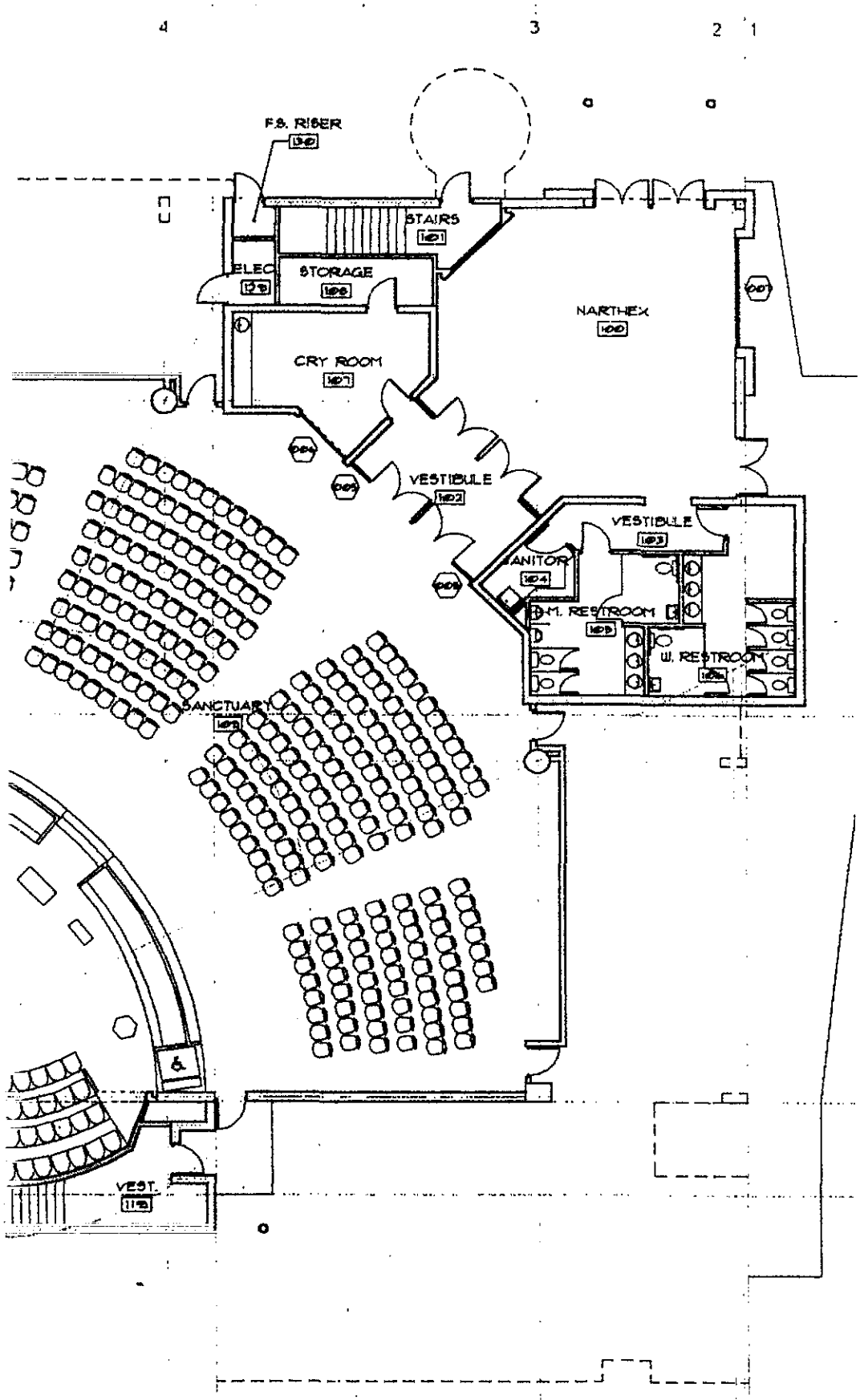
1st United Methodist Church
Port Orange, Florida
SITE PLAN -PHASE III

Job No.
836

Sheet No.
Ph III
5 of 5



FIRST FLOOR — # OF SE



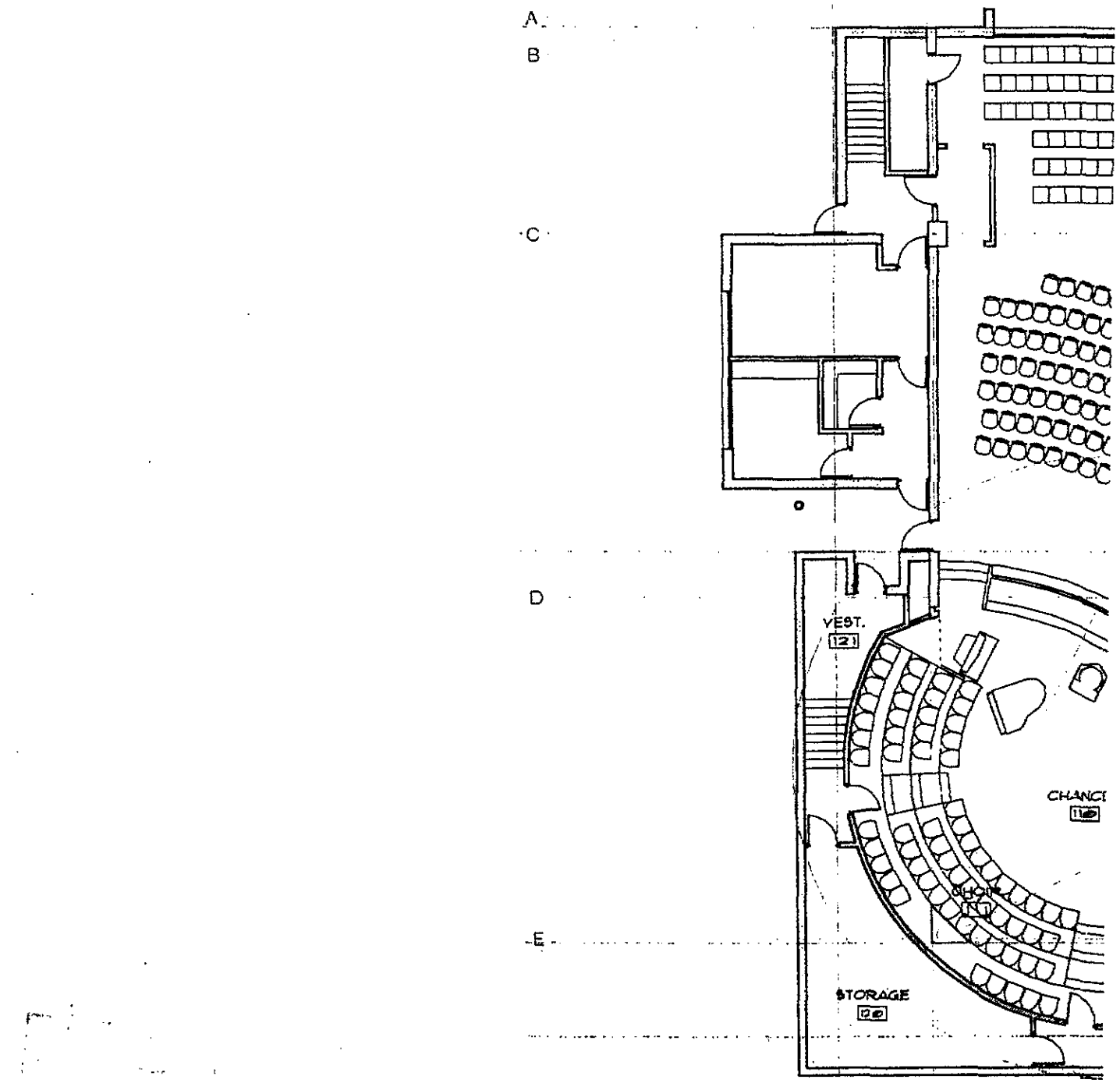
Nick Jones & Associates, Architects / Planners, Inc.
1322 Bowman Street, Clermont, Florida 34711
Tel: 352-394-4700, [redacted] Fax: 352-394-2226; E-mail: NJArkitect@aol.com

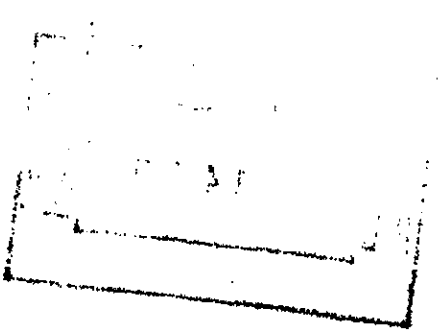
March 29, 2001

FIRST UNITED METHODIST CHURCH OF PORT ORANGE
PHASING AGREEMENT:

ATS = Phase Ia - 412

EXHIBIT F





FIRST FLOOR — # OF SEATS

Phase Ib = 618

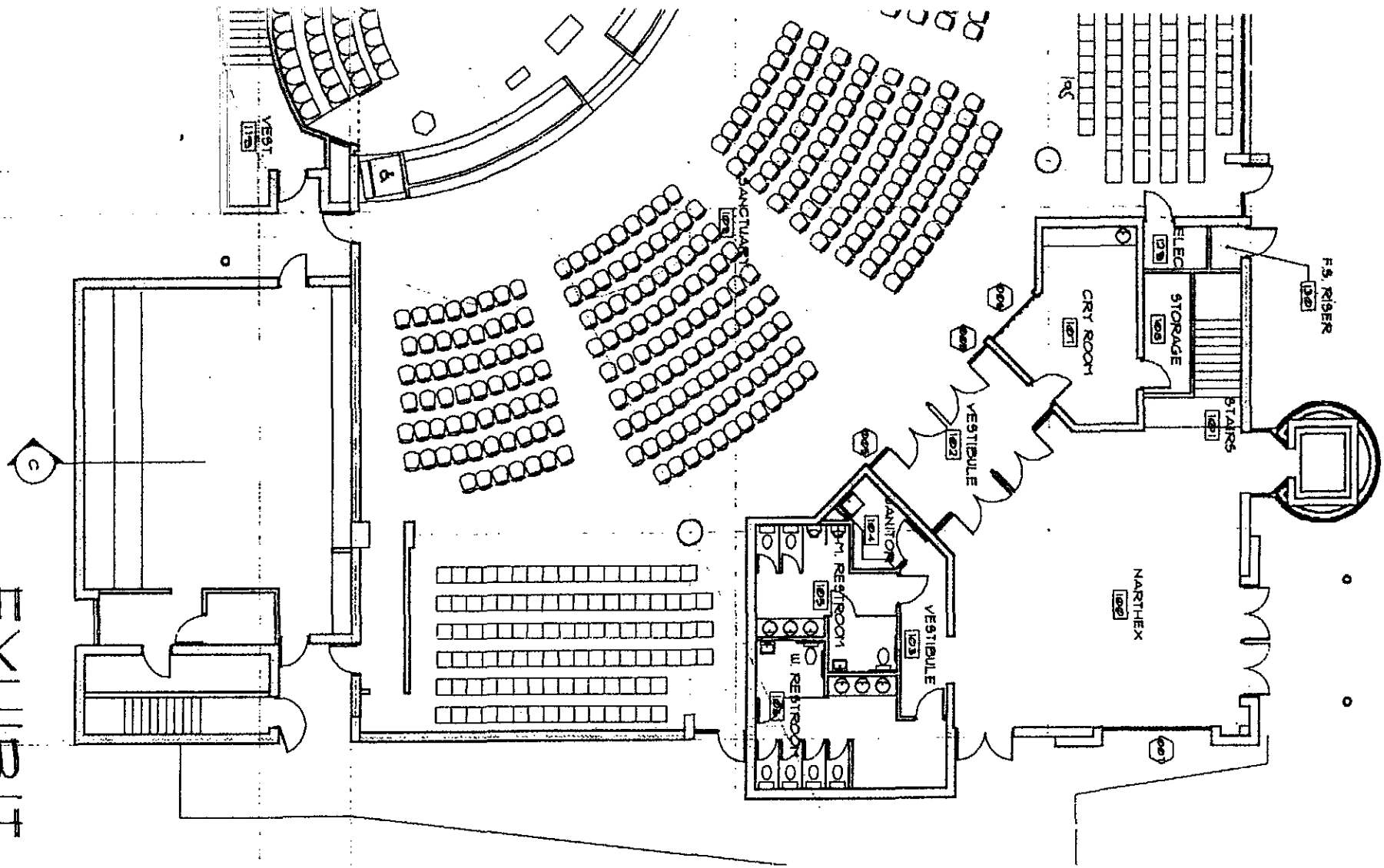


EXHIBIT G

Nick Jones & Associates, Architects / Planners, Inc.
1322 Bowman Street, Clermont, Florida 34711
Tel: 352-394-4700, [redacted] Fax: 352-394-2226; E-mail: NJArkitect@aol.com

Book: 4719
Page: 4490

March 29, 2001

FIRST UNITED METHODIST CHURCH OF PORT ORANGE
PHASING AGREEMENT:

Book: 4719
Page: 4491

EXHIBIT 'H'

LEGAL DESCRIPTION

PROPERTY AT THE SOUTHWEST CORNER OF HERBERT AND ORANGE:
THE NORTHERLY 85 FEET OF LOT 1, BLOCK "M" AND THE NORTHERLY 85 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE AS RECORDED IN MAP BOOK 1, PAGE 154, EXCEPT THE NORTH 5 FEET TAKEN FOR WIDENING OR HERBERT STREET PER DEED BOOK 390, PAGE 208, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

THE SOUTHERLY 75 FEET OF THE NORTHERLY 160 FEET OF LOT 1 AND THE SOUTHERLY 75 OF THE NORTHERLY 160 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE, MAP BOOK 1 PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROPERTY BOUND BETWEEN HERBERT, ORANGE, DUNLAWTON AND LAFAYETTE:
LOT 2, EXCEPTING THEREFROM THAT PORTION LYING IN DUNLAWTON AVENUE. TOGETHER WITH THE EASTERLY 138 FEET OF THE WESTERLY 338 FEET OF LOT 5, BLOCK "I", WILSON'S MAP OF PORT ORANGE, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 3, 4 AND THE WESTERLY 200 FEET OF LOT 5, TOGETHER WITH THE EASTERLY 83 FEET OF THE NORTHERLY 50 FEET OF LOT 5 AND LOTS 6, 7, 8 AND 9, BLOCK "I", EXCEPTING THEREFROM THE NORTHERLY 5 FEET OF LOTS 7 AND 8, ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN 45 FEET OF THE CENTER LINE OF CONSTRUCTION OF DUNLAWTON BLVD. ALSO KNOWN AS STATE ROAD # S-415 PER STATE ROAD RIGHT-OF-WAY MAP SECTION [redacted] SHEET 16 DATED FEB. 14, 1972. ALL OF THE AFOREDESCRIBED PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROPERTY AT THE SOUTHEAST CORNER OF HERBERT AND LAFAYETTE:
LOTS 16 AND 17, BLOCK "F" EXCEPTING THEREFROM THE NORTHERLY 5 FEET THEREOF, PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Volusia County Schools

P. O. Box 2118 • 200 North Clara Avenue • DeLand, Florida [redacted]

DeLand (904) 734-7190 | Daytona Beach (904) 255-6475 | New Smyrna Beach (904) 427-5223 | Osteen (407) 860-3322

William E. Hall
Superintendent of Schools

* AGREEMENT WITH PORT ORANGE ELEMENTARY.

School Board of Volusia County

Mr. Earl C. McCrary, Chairman
Dr. Jeff Timko, Vice Chairman
Ms. Judy Conte
Mrs. Judy L. Andersen
Mrs. Vicki Bumpus

July 22, 1999

Pastor Kim Joyner
First United Methodist Church of Port Orange
305 Dunlawton Avenue
Port Orange, FL 32127

Subject: Overflow Parking

Dear Pastor Joyner:

This letter will serve to confirm the availability of Port Orange Elementary's parking lot for church use.

On days when school is not in session, the parking lot is available for your use. We have a school board policy which addresses community use of facilities and it requires insurance coverage. Our office has received the necessary paperwork and it appears that everything is in order.

If you have any questions, please feel free to call me at extension 4439.

Sincerely,

Saralee L. Morrissey, AICP
Director of Site Acquisition
and Intergovernmental Coordination

SLM/bk

cc: Mary Kay Pyles

OFF-SITE PARKING AGREEMENTS

* AGREEMENT WITH COMMERCIAL BANK OF VOLUSIA COUNTY.

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT is made this 5 day of June, 2000, by and between **THE COMMERCIAL BANK OF VOLUSIA COUNTY**, hereinafter **"TCB"**, and **FIRST UNITED METHODIST CHURCH OF PORT ORANGE,** hereinafter **"Church", 305 Dunlawton Avenue, Port Orange, Florida 32127.**

W I T N E S S E T H:

WHEREAS, TCB is acquiring property described on the attached Exhibit "A", which is hereby made a part hereof and Church owns property described in Exhibit "B" attached hereto and hereby made a part hereof, and

WHEREAS, TCB has agreed to develop certain parking for Church on the property described in Exhibit "B" in exchange for the cross parking and cross easement agreements described herein.

NOW, THEREFORE, the parties hereto agree as follows:

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

2. **Construction of Parking**. TCB agrees to construct that certain paved area on the property described in Exhibit "B" in conformance with plans and specifications to be prepared by the architect and engineers employed by TCB for the purposes of developing the site plan and engineering plans for development of the branch bank of TCB to be located on the property described in Exhibit "A". TCB agrees to cause such construction to be prepared in accordance with all ordinances, laws, regulations and governmental requirements at no expense to Church. TCB agrees to submit all such plans to Church prior to commencing construction, but as long as such plans are generally in accordance with the layout described on the attached Exhibit "C", consent will not be unreasonably withheld by Church.

3. TCB and Church hereby grant to each other, their members, guests, invitees, assigns and their respective successors in interest the perpetual, non-exclusive, reciprocal easements over, under and through the real property described within Exhibits "A" and "B" which are paved or otherwise stabilized for the use of vehicular or pedestrian traffic and are customarily used for vehicular or pedestrian ingress, egress, regress and vehicular parking by the parties and their respective assigns for the purpose of vehicular and pedestrian ingress, egress, regress, vehicular parking and access and for the control, installation, use and maintenance of utilities and drainage facilities, to include without limitation, subject to the terms hereof, sanitary and storm sewer, water, electricity, gas, telephone, and cable communications.

4. Without in any way limiting the generality of the foregoing, the easements for ingress, egress, regress and vehicular parking hereby granted and conveyed include adequate and unobstructed pedestrian and vehicular traffic to and from each owner's property to adjacent public streets and highways and to permit the owners, their respective officers, employees, agents, independent contractors, customers, visitors, business guests, invitees, lessees and licenses and all persons claiming by or through them for the stated purposes of ingress, egress, regress and vehicular parking to, from and between each owner's property and the streets and highways abutting and adjacent to each owners' property.

5. Both parties agree to maintain, repair and replace the improvements located on such respective owner's property at their own expense. In the event that either owner, fails, refuses or neglects the maintenance, repair and replacement thereof for a period of thirty days after written notice to the alleged offending owner, then any other owner of real property or any portion thereof may compel the performance of necessary maintenance, repair or replacement of such paved area or other improvements by performing such work or arranging for the performing of such work for the account of the non-performing party. Both owners hereby agree to pay for their respective repairs, maintenance and replacement, and further agree to reimburse the other party upon written notice or any repairs which have been performed by the other party pursuant to this Agreement.

6. Both TCB and Church agree to maintain public liability insurance in an amount of not less than $1,000,000.00, and agree to name the other party as an additional insured as their interests may appear in such liability insurance policies. Both parties agree to provide annually to the other party copies of the said policies with such provisions contained therein.

7. Both parties agree to notify each other in writing of any problem which might create any liability for the parties with regard to use of the easement properties, and further agree to notify the other party in writing of any injury or other claim which might be asserted with respect to either premises. Such notification shall occur within five (5) days of such parties knowledge of any such injury or potential claim.

8. **Easements for Utilities**. The easements hereby granted and conveyed to each other are in addition to the ingress, egress, regress, vehicular parking easements, and blanket easements for the purpose of placing, constructing, operating, repairing and maintaining, rebuilding, replacing, relocating and removing underground utilities over, on and across the said properties so long as such utilities are not under any buildings located on the premises and so long as such easements do not unreasonably interfere with the normal and reasonable uses of the properties. The easements granted herein shall not interfere with the use by an owner of its properties for its normal purposes.

9. The parties hereto shall use their best efforts to require their respective officers, employees, agents, independent contractors, customers, visitors, business guests, invitees, lessees and licensees and those of their assignees in interest not to litter or otherwise degrade the quality and environment of the paved areas on each respective party's property.

10. **Indemnification and Non-Liability**. Each owner shall indemnify the other owner or owners hereunder and defend and hold harmless the other party from and against any and all claims, suits, penalties, liabilities and expenses, including without limitation, reasonable attorney's fees and court costs at trial and at the appellate level for injury to persons including death arising out of, resulting from or in connection with the use by an owner and their respective officers, employees, agents, independent contractors, customers, visitors, business guests, invitees, lessees and licenses of the easements herein granted.

11. All of the terms, conditions, obligations, covenants and other provisions hereof shall run with and bind each and every portion of the real property and shall be binding upon and inure to the benefit of each of the owners of real property and their respective legal or personal representatives, heirs, successors in interest and assigns for a period of fifty (50) years from the date this Agreement is recorded in the public records of Volusia County, after which time it shall automatically be extended for successive periods of ten (10) years unless it is terminated at the end of the initial forty (40) year period or successive ten (10) year periods by an instrument executed in recordable form by the owners of the real property described herein.

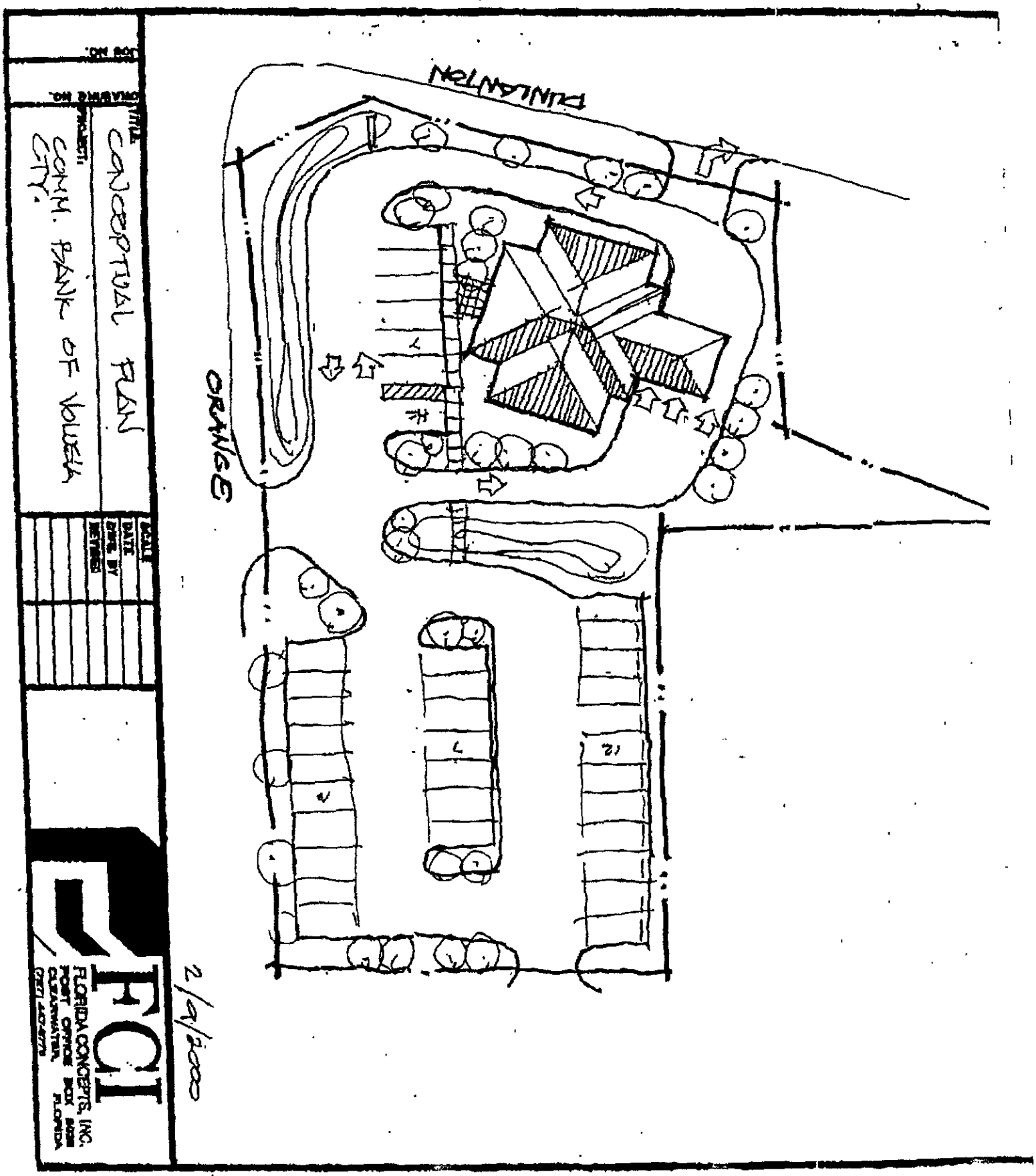
12. In the event any defaulting party hereunder fails to correct such default for a period of thirty (30) days or more following written notice, the party seeking payment shall have the right to record a lien against the defaulting party's respective property for the amount of payment sought plus accrued interest thereon at the highest rate permitted by law, and reasonable attorney's fees, and such lien may be enforced by the party seeking payment in the manner as mortgages are enforced under the laws of the State of Florida.

EXHIBIT "A"

Lot 1, except the Northerly 160.5 feet thereof, Lot 2 South of a line 160 feet South of Herbert Street and the Easterly 100 feet of Lot 4 and another portion of said Lot 4 adjoining and Westerly thereof, Block "M", Wilson's Port Orange, of record in Map Book 1, Page 154, Public Records of Volusia County, Florida, all being more particularly described as follows: Begin at a point in the Westerly line of Orange Avenue, a 40 foot street per said Wilson's Port Orange, that is South 25°01'20" East and 160.5 feet distant from the Northeast corner of said Lot 1; thence South 64°52'14" West, parallel with the North line of said Lots 1 and 2, a distance of 100.00 feet, to a point in the line common to said Lots 1 and 2; thence North 25°01'20" West along said line a distance of 0.50 feet to a point that is 160 feet from the Northeast corner of said Lot 2; thence South 64°52'14" West parallel with the Northerly line of said Lots 1 and 2, a distance of 125.34 feet to a point in the Northerly line of said Lot 4; thence North 89°43'39" East along said line, a distance of 65.16 feet to a point in the monumented and accepted Easterly line of the Westerly 120 feet measured along Dunlawton Avenue per said Wilson's Port Orange; thence South 23°55'24" East along said Easterly line, a distance of 82.01 feet to a point in the Northerly line of Dunlawton Avenue (State Road 421), a 90 foot right of way as of 25 October 1990; thence North 80°16'49" East along said Northerly line, a distance of 137.90 feet to a point that is 36 feet Westerly from the intersection of said Northerly line with the Westerly line of Orange Avenue, aforesaid, thence North 35°39'41" East, a distance of 39.82 feet to a point in the Westerly line of said Orange Avenue, said point being 29 feet Northerly of said intersection; thence North 25° 01'20" West along the Westerly line of said Orange Avenue, a distance of 126.09 feet to the Point of Beginning. Less and except that portion lying within the Westerly 50 feet of the Easterly 150 feet of Lot 2, Block "M", Wilson's Map of Port Orange, according to Map Book 1, Page 154, of the Public Records of Volusia County, Florida.

File No: 360-4273

EXHIBIT "C"


PUNLANTON
ORANGE
TITLE: CONCEPTUAL PLAN
PROJECT: COMM. BANK OF VOLUSIA CTY.
SCALE
DATE
DWG. BY
REVISED
FCI
FLORIDA CONCEPTS, INC.
POST OFFICE BOX
CLEARWATER, FLORIDA
2/9/2000

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

WITNESSES:

Cheverie Kemp

Cheverie Kemp
(Printed Name of Witness)

Virginia L Goodin

Virginia L. Goodin
(Printed Name of Witness)

THE COMMERCIAL BANK OF VOLUSIA COUNTY

BY: _____
Gary G Campbell
President

ATTEST: _____

Elaine Doxie

Elaine Doxie
(Printed Name of Witness)

Pamela A Alexander

Pamela Alexander
(Printed Name of Witness)

FIRST UNITED METHODIST CHURCH OF PORT ORANGE

BY: Carl F Cary
President of Corp.

ATTEST: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned notary public, duly authorized in the State and County named above, appeared GARY G Cumberland and _____, the _____ and _____, respectively of, **THE COMMERCIAL BANK OF VOLUSIA COUNTY** and they (a) ✓ are personally known to me; or (b) ___ provided the following form of identification:_____, and they acknowledged that they executed the foregoing instrument on behalf of the corporation and for the purposes therein intended and did/did not take an oath this 30th day of MAY, 2000.

YVONNE N. TORDEUR
MY COMMISSION # CC 669080
EXPIRES: October 16, 2001
Bonded Thru Notary Public Underwriters

Yvonne Tordeur

Notary Public
My Commission Expires 10-16-01

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned notary public, duly authorized in the State and County named above, appeared Carl Carr and _____, the _____ and _____, respectively of, **FIRST UNITED METHODIST CHURCH OF PORT ORANGE** and they (a) ✓ are personally known to me; or (b) ___ provided the following form of identification:_____, and they acknowledged that they executed the foregoing instrument on behalf of the corporation and for the purposes therein intended and did/did not take an oath this 5 day of June, 2000.

Kim M. Joyner
Notary Public, State of Florida
Commission No. CC 655538
My Commission Exp. 07/09/2001
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQUIRE
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-05669

Exhibit B
N
Herbert St
Lafayette St
Orange Ave
Dunlawton Ave
Overall Church Complex
Proposed Parking Area

PHASING AGREEMENT

First United Methodist Church of Port Orange, Inc., 305 Dunlawton Avenue, Port Orange, Florida 32127, a Florida non-profit corporation (hereinafter the "Owner") and the **City of Port Orange**, a Florida municipal corporation (hereinafter the "City"), covenant and agree and bind their successors and heirs as follows:

WHEREAS, Owner is the sole owner of the church property legally described in **Exhibit "A"** (hereinafter the "Subject Property"); and

WHEREAS, the Subject Property has been used solely as a church for the past one hundred and twenty-eight (128) years; and

WHEREAS, Chapter 20, Section 2(e) of the City of Port Orange Land Development Code offers phasing agreements as a development incentive for properties located in the City's redevelopment areas, for particular durations, recognizing the unique constraints and complications of developing in said areas; and

WHEREAS, the Owner has requested to be released from the previous phasing agreement entered into on July 7, 2001, due to its inability to complete the improvements within the time frame provided therein and pursuant to change in management resulting in a new vision for future improvements; and

WHEREAS, the Owner has requested to enter into this Phasing Agreement (hereinafter the "Agreement") to phase the construction of a parking lot located at the northeast corner of the church's property through two phases; and

WHEREAS, each phase of the development shall essentially be self–standing with respect to meeting the requirements of the City's Land Development Code, the Building Code, and all other applicable codes, and each phase may be used pursuant to satisfactory passing their respective finial inspections/re-inspections; and

WHEREAS, a set of engineered plans are to be prepared that show compliance with the City's Land Development Code for both phases; and

NOW, THEREFORE, the City is agreeable to the Owner's request pursuant to the following terms and conditions:

1. PURPOSE.

This Agreement shall expressly supersede the phasing agreement entered into between the parties on July 7, 2001, and upon the execution of this Agreement by the parties, the prior phasing agreement shall be considered void and of no force or effect. This Agreement is intended to establish the proper sequence and completion of Phases I and II (as substantially depicted on the attached **Exhibit "B"**) and the requirements for use of the parking lot prior to the final completion of all planned improvements on the Subject Property.

As illustrated on the stamped "approved for construction" site plan for [Case #15-82000001], the Owner intends to construct a paved parking lot and associated site improvements to meet current City land development regulations. The paved parking lot will replace the existing grass/gravel parking area. The paved parking lot will serve the existing church.

Per Chapter 20, Section 2(e) of the Land Development Code, site improvements required by Chapter 12 (Road and Vehicular Use Areas), Chapter 13 (Landscaping and Buffers), and Chapter 14 (Architectural Design) may be phased over a period not to exceed three years from the date of issuance of the development order.

If during the initial term of this Agreement, the Land Development Code is amended as it relates to land development regulations applicable to the Subject Property and some or all of the improvements required to be completed pursuant to this Agreement are no longer required by the Land Development Code, then the Owner shall only be required to complete those improvements which are still required by the Land Development Code.

2. DESCRIPTION OF PHASES AND TIME FOR COMPLETION

Both Phases I & II shall be completed within three (3) years of the issuance of the development order.

A. Phase I – The Owner shall complete the grading, paving, and marking of the parking lot, construct the internal landscaping islands and install Bahia sod if landscape is deferred to phase II, construct the new driveway off Lafayette Street, remove the abandoned curb cuts along Lafayette Street, install/plant the 10' right-of-way landscape buffer along Lafayette Street and Herbert Street, install/plant the landscape buffer adjacent to lot at 717 Lafayette Street, install/plant the vehicular use screening hedge, install all irrigation lines connecting all landscape islands and buffer areas, install necessary infrastructure to irrigate landscaping installed with this phase, construct all stormwater infrastructure and utility improvements and grant of all required easements pursuant to the Land Development Code.

B. Phase II – The remaining improvements shall be completed within in three years from the date of issuance of the Development Order for Case No. 15-82000001. These improvements include the construction of a 4' sidewalk along Lafayette Street, completion of the internal parking lot landscaping not installed with Phase I, and completion of the irrigation for all landscaping installed with this phase.

3. PLAN APPROVAL AND OCCUPANCY

Prior to the commencement of each phase, a set of engineered plans shall be prepared and submitted for review and approval by City Staff. The set of plans for each phase shall be reviewed by City Staff to ensure compliance with this Agreement, the Land Development Code and other applicable codes. Each phase may be used pursuant to satisfactorily passing the finial site inspection. The City Administrative Official may approve minor modifications to the "Approved for Construction" plans not in conflict with this Agreement.

4. USE OF PARKING LOT

The Owner shall be allowed to use the paved parking lot once all required improvements in Phase I have been completed and approved by the City in accordance with this Agreement.

5. WAIVER

The Owner, and the Owner's officers, employees, heirs, successors and assigns, hereby waive, release and forever discharge the City and the City's officers, employees, and agents from all actions or causes of action, or other suits, in law or in equity, whether now known or later discovered, which Owner may have against the City in connection with or resulting from actions taken or omissions made by the City in connection with this Agreement, or the City's power to enforce or failure to enforce this Agreement or any failure by the City to act under this Agreement.

6. INDEMNIFICATION/HOLD HARMLESS

The Owner covenants and agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from and against third party claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of resulting from, or in any way connected with the condition of the Subject Property, the City's issuance of or failure to issue any development permits, the exercise of the City's power to enforce this Agreement, and any act of the Owner, omission or failure to act under the Agreement relating to the Subject Property.

7. FAILURE TO COMPLETE SITE IMPROVEMENTS

In the event that the Owner does not complete the site improvements in accordance with this Agreement within three (3) years of the issuance of the development order, the violation(s) may be referred to the code enforcement board or special magistrate for code enforcement proceedings which may result in daily fines accrued against the Subject Property. The City shall have the right to pursue such other remedies as provided in this Agreement and as provided by law including but not limited to the City's right to enter upon the property, upon 10 days written notice to the Owner, and to complete any unfinished improvements and to record a lien for the costs of completing said improvements.

8. DEVELOPMENT PLANS

Preparation of development plans and development of the Subject Property shall comply with the Land Development Code.

9. COMPLETE AGREEMENT

This agreement represents the complete understanding 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 the subject matter of this Agreement are hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner.

[Remainder of page left blank intentionally]

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

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

By: _____
Allen Green, Mayor

_____
_____
Printed Name

_____
_____
Printed Name

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

_____
_____
Printed Name

_____
_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

_____
Notary Public

(Notary Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take and an oath.

_____
Notary Public

(Notary Seal)

WITNESSES:

OWNER:
First United Methodist Church of Port Orange, Inc., a Florida non-profit corporation

By: _____
Don Kesling, Chairman

_____
_____
Printed Name

_____
_____
Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Don Kesling, as Chairman of FIRST UNITED METHODIST CHURCH OF PORT ORANGE, INC., a Florida non-profit corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____
Notary Public

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION

PROPERTY AT THE SOUTHWEST CORNER OF HERBERT AND ORANGE:

THE NORTHERLY 85 FEET OF LOT 1, BLOCK "M" AND THE NORTHERLY 85 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE AS RECORDED IN MAP BOOK 1, PAGE 154, EXCEPT THE NORTH 5 FEET TAKEN FOR WIDENING OR HERBERT STREET PER DEED BOOK 390, PAGE 208, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE SOUTHERLY 75 FEET OF THE NORTHERLY 160 FEET OF LOT 1 AND THE SOUTHERLY 75 OF THE NORTHERLY 160 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE, MAP BOOK 1 PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

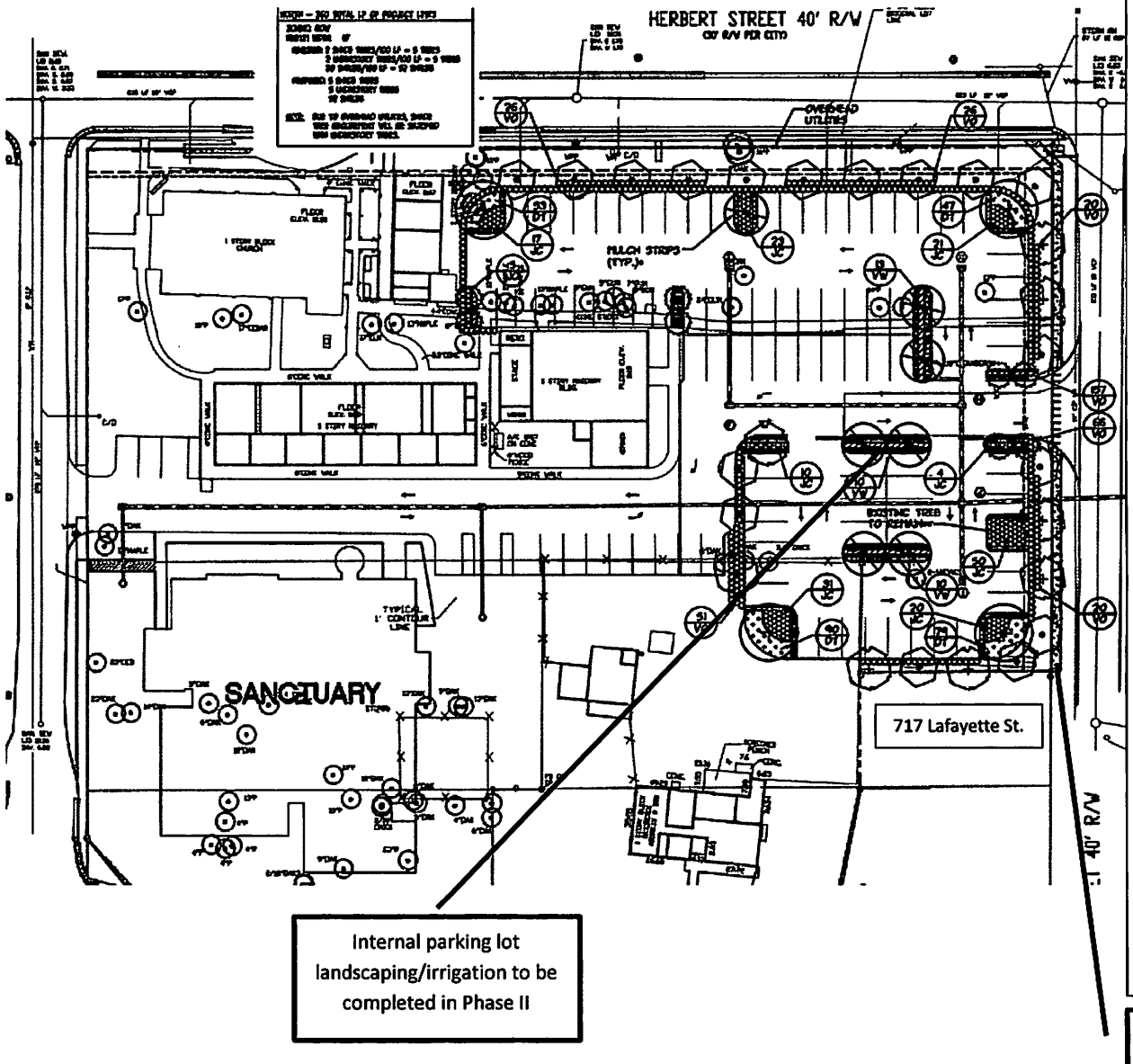
PROPERTY BOUND BETWEEN HERBERT, ORANGE, DUNLAWTON AND LAFAYETTE:

LOT2, EXCEPTING THEREFROM THAT PORTION LYING IN DUNLAWTON AVENUE. TOGETHER WITH THE EASTERLY 138 FEET OF THE WESTERLY 338 FEET OF LOT 5, BLOCK "I", WILSON'S MAP OF PORT ORANGE, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 3, 4 AND THE WESTERLY 200 FEET OF LOT 5, TOGETHER WITH THE EASTERLY 83 FEET OF THE NORTHERLY 50 FEET OF LOT 5 AND LOTS 6, 7, 8 AND 9, BLOCK "I" EXCEPTING THEREFROM THE NORTHERLY 5 FEET OF LOTS 7 AND 8, ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN 45 FEET OF THE CENTER LINE OF CONSTRUCTION OF DUNLAWTON BLVD. ALSO KNOW AS STATE ROAD # S-415 PER STATE ROAD RIGHT-OF-WAY MAP SECTION 79610-2601 SHEET 16 DATED FEB. 14, 1972. ALL OF THE AFOREDESCRIBED PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROPERTY AT THE SOUTHEAST CORNER OF HERBERT AND LAFAYETTE:

LOTS 16 AND 17, BLOCK "F" EXCEPTING THEREFROM THE NORTHERLY 5 FEET THEREOF, PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



A. Phase I – The Owner shall complete the grading, paving, and marking of the parking lot, construct the internal landscaping islands and install Bahia sod in internal islands if landscaping shown is differed to phase II, construct the new driveway off Lafayette Street, remove the abandoned curb cuts along Lafayette Street, install/plant the 10' right-of-way landscape buffer along Lafayette Street and Herbert Street, install/plant the landscape buffer adjacent to lot at 717 Lafayette Street, install/plant the vehicular use screening hedge, install all irrigation lines and infrastructure connecting all landscape islands and buffer areas, install necessary infrastructure to properly irrigate landscaping installed with this phase, construct all stormwater infrastructure and utility improvements and grant of all required easements pursuant to the LDC

B. Phase II – The remaining improvements shall be completed within in three years from the date of issuance of the Development Order for Case No. 15-82000001. These improvements include the construction of a 4' sidewalk along Lafayette Street, crosswalk, completion of the internal parking lot landscaping not installed with Phase I, and completion of the irrigation for all landscaping installed with this phase.

Exhibit B

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: April 2015 Project Manager's Report

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to receive and file the report.

SUMMARY: April 2015 Project Manager's Report

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	APR-15 Project Manager Report	APR-15 Project Manager Summary 5-7-15.pdf

Pallante, Lisa	Created/Initiated - 05/11/2015
Riehm, Tracey	Approved - 05/11/2015
Harden, David	Final Approval - 05/11/2015

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,771,152.00	5,146,941.06	3,669,809.00	183,471.56	94,899.00	3,391,438.44
AIO016	CD Dunlawton Walk Light	82,440.00	0.00	82,440.00	0.00	13,750.00	68,690.00
AIO022	CD Dnlwtn Medians Ph I&II	500,000.00	7,400.00	494,450.00	1,850.00	11,100.00	481,500.00
DIP057	CD Ridgewd CorrDrn&PubSpc	0.00	0.00	0.00	0.00	0.00	0.00
IMI008	CD TrafCtrlImpr SunsetCv	20,880.00	10,880.00	10,000.00	0.00	7,800.00	2,200.00
ZMI046	CD LED TRAFFIC LIGHT REPL	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
	Community Development Total:	**9,385,472.00**	**5,165,221.06**	**4,267,699.00**	**185,321.56**	**127,549.00**	**3,954,828.44**
City Management							
AIO013	CM CITY HALL 2ND FL RENO	120,001.00	95,729.13	59,156.00	34,884.73	12,452.87	11,818.40
AIO014	CM OLD PD RENOVATIONS	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
AIO017	CM CITY ENTRANCE SIGN DEV	75,000.00	3,750.00	75,000.00	3,750.00	8,750.00	62,500.00
AIO021	CM YOUTH ADVISORY BOARD	494.00	0.00	494.00	0.00	0.00	494.00
AIO023	CM City Manager Search	50,001.00	5,866.26	49,050.00	4,916.00	9,834.00	34,300.00
AIO024	CM CHGC Renovations	750,000.00	7,594.00	750,000.00	7,594.00	9,906.00	732,500.00
AIO025	CM CHGC Clubhouse Renovtn	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
CDBG04	CM CDBG AQUIRE PROPERTY	208,134.00	208,033.50	0.00	(100.00)	0.00	100.00
CDBG05	CM CDBG DEMO PROPERTY	19,479.00	1,375.00	19,479.00	1,375.00	18,104.00	0.00
CDBG06	CM CDBG ROAD REPAIR	221,296.00	0.00	221,296.00	0.00	221,223.33	72.67
ZCV002	CM HISTORIC TREE MITIGATN	141,844.00	27,281.15	25,014.00	1,875.00	0.00	23,139.00
ZMI003	CM CITY TELEVISION STA	385,388.00	185,031.36	49,728.00	11,897.96	0.00	37,830.04
	City Management Total:	**2,871,637.00**	**534,660.40**	**2,149,217.00**	**66,192.69**	**280,270.20**	**1,802,754.11**

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	13,998.55	7,320.00	1,879.01	0.00	5,440.99
FIR002	F SHARPS PROGRAM	3,812.00	2,182.00	1,970.00	340.00	0.00	1,630.00
FIR005	F THERMAL IMAGING CAMERAS	28,490.00	28,135.00	354.00	0.00	0.00	354.00
FIR007	F RADIO REPLC P-25 COMPLY	62,554.00	26,377.14	36,176.00	0.00	2,278.00	33,898.00
FIR011	F FIRE BUNKER GEAR	52,497.00	35,193.48	19,579.00	2,276.83	13,767.88	3,534.29
	Fire Total:	**166,795.00**	**105,886.17**	**65,399.00**	**4,495.84**	**16,045.88**	**44,857.28**
Finance							
ZMI053	FN CS Scanner / Printers	15,000.00	10,332.00	15,000.00	10,332.00	0.00	4,668.00
ZMI047	FN INTERACTIVE VOICE RECO	95,900.00	0.00	95,900.00	0.00	0.00	95,900.00
	Finance Total:	**110,900.00**	**10,332.00**	**110,900.00**	**10,332.00**	**0.00**	**100,568.00**
Human Resources							
AIO019	HR COMPENSATION STUDY	25,000.00	17,800.00	16,100.00	8,900.00	0.00	7,200.00
	Human Resources Total:	**25,000.00**	**17,800.00**	**16,100.00**	**8,900.00**	**0.00**	**7,200.00**

APR-15 Project Manager Summary Report (Run on 5/7/15)

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Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Information Technology							
ZMI013	IP LARGE FORMAT PRINTERS	14,997.00	8,997.00	6,000.00	0.00	0.00	6,000.00
ZMI015	IP MUNICIPAL NETWORK	241,517.00	187,553.42	77,963.00	0.00	0.00	77,963.00
ZMI016	IP COMPUTER HARDWARE	255,899.00	186,075.88	72,260.00	8,065.79	1,798.00	62,396.21
ZMI018	IP E-GOVT BASED SERVICES	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
ZMI029	IP FIBER OPTIC PROJ PH 2	8,822.00	3,615.00	5,206.00	0.00	0.00	5,206.00
ZMI032	IT POLICE LAPTOP REPLACE	140,153.00	110,474.48	35,304.00	14,935.48	0.00	20,368.52
ZMI036	IT PCI COMPLIANCE PROJECT	50,964.00	36,816.70	8,213.00	0.00	0.00	8,213.00
ZMI037	IT Doc Collbrtn EOC Softw	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
ZMI038	IT StratPln/RiskAsmntRfrs	91,000.00	27,000.00	64,000.00	0.00	0.00	64,000.00
ZMI040	IT VIDEO SECURITY SYSTEM	166,139.00	138,109.00	28,030.00	0.00	0.00	28,030.00
ZMI042	IP HTE SOFTWARE UPGRADES	93,315.00	88,128.17	5,240.00	53.96	0.00	5,186.04
ZMI045	IT HTE UTILITIES IMAGING	20,040.00	13,840.75	6,198.00	0.00	0.00	6,198.00
ZMI049	IT BARCODE HARDW/SOFTWR	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
ZMI050	IT NETWRK CORE SWITCH UPD	95,000.00	800.85	95,000.00	800.85	78,866.98	15,332.17
ZMI051	IT PD Impound Surveillanc	30,000.00	16,479.00	30,000.00	16,479.00	0.00	13,521.00
ZMI052	IT Council Chambers A/V	36,500.00	0.00	36,500.00	0.00	36,113.45	386.55
ZMI054	IT EnterpriseFinancialSys	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
ZMI055	IT Fiber OpticNetwrk Expn	50,000.00	0.00	50,000.00	0.00	15,900.00	34,100.00
ZMI056	IT NewEmploy Hardwr/Sftwr	0.00	0.00	0.00	0.00	0.00	0.00
	Information Technology Total:	**2,358,846.00**	**817,890.25**	**1,584,414.00**	**40,335.08**	**132,678.43**	**1,411,400.49**
Law Enforcement							
AIO020	LE PET SMART GRANT	18,000.00	12,400.99	5,599.00	0.00	0.00	5,599.00
CNE009	LE PUB SAFETY TRAIN FACIL	1,100,000.00	4,050.00	1,095,950.00	0.00	31,050.00	1,064,900.00
	Law Enforcement Total:	**1,118,000.00**	**16,450.99**	**1,101,549.00**	**0.00**	**31,050.00**	**1,070,499.00**

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Public Works							
BNE001	P MISC BIKE PATHS	949,917.00	894,625.61	36,190.00	0.00	0.00	36,190.00
DIP001	P MISC DRAINAGE PROJECTS	789,131.00	495,400.40	15,312.00	15,312.00	0.00	0.00
DIP021	P B23 CANAL GRANT PHASE 1	1,916,892.00	1,738,170.45	9,690.00	1,260.00	8,430.00	0.00
DIP033	P MISC RELINE DRAIN PIPES	2,460,639.00	2,332,593.33	234,566.00	49,305.00	3,139.00	182,122.00
DIP044	P STORM SEWER RECONSTRUC	13,387.00	0.00	13,387.00	0.00	12,566.00	821.00
DIP048	P DUNLAWTON DRAINAGE IMPV	3,814,532.00	3,657,805.95	156,721.00	0.00	0.00	156,721.00
DIP053	P CAMBRIDGE STABILIZATION	1,494,349.00	1,480,938.16	18,420.00	5,010.00	13,409.26	0.74
DIP055	P Stormwater Master Plan	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
DIP056	P Cambridge Stablztn PhII	1,945,000.00	0.00	1,945,000.00	0.00	0.00	1,945,000.00
DIP058	P Ditch Clearing-Drainage	83,121.00	0.00	83,121.00	0.00	0.00	83,121.00
IMI001	P SIGNAGE	458,330.00	403,441.27	63,405.00	17,347.76	0.00	46,057.24
IMI002	P STREET STRIPING	1,477,966.00	1,380,624.42	107,182.00	16,970.42	0.00	90,211.58
IMI006	P GUARDRAIL REPAIRS	50,397.00	15,397.00	35,000.00	0.00	0.00	35,000.00
OBM001	P CITY HALL EXTERIOR	60,900.00	46,550.00	14,350.00	0.00	0.00	14,350.00
OBM002	P PUBLIC WORKS BLD MAINT	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
OBM004	P CUS SVC STAGE ADA COMP	25,000.00	21,920.00	3,080.00	0.00	0.00	3,080.00
OMI001	P OAK ST RR CROSSING	135,095.00	88,077.74	51,701.00	1,701.00	0.00	50,000.00
OMI002	P CHARLES ST RR CROSSING	202,801.00	146,936.95	51,701.00	1,701.00	0.00	50,000.00
OMI007	P SIDEWALK MAINTENANCE	1,271,086.00	1,123,153.80	195,509.00	80,068.75	34,011.75	81,428.50
OMI014	P SP CREEK RD - SO TRAIL	400,692.00	33,569.02	367,549.00	426.85	0.00	367,122.15
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00
OMI016	P HERBERT SHOULDER/SWALK	4,022.00	1,336.04	2,685.00	0.00	0.00	2,685.00
OMI017	P SP CREEK SIDEWALK	8,049.00	44.26	8,004.00	0.00	0.00	8,004.00
OMI018	P VICTORIA GRD SIDEWALK	6,872.00	35.52	6,836.00	0.00	0.00	6,836.00
OMI019	P MCDONALD RD SIDEWALK	8,252.00	108.87	8,143.00	0.00	0.00	8,143.00
OMI020	P FUELING SYSTEM	280,665.00	284,751.57	10,924.00	0.00	0.00	10,924.00
OMI022	P HERBERT SIDEWALK EAST	9,125.00	0.00	9,125.00	0.00	0.00	9,125.00
OMI023	P WILLOW RUN SIDEWALK SO	7,994.00	0.00	7,994.00	0.00	0.00	7,994.00

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
OMI024	P MISC NEW SIDEWALKS	4,057.00	2,504.25	1,552.00	0.00	0.00	1,552.00
OMI025	P SOUTHWINDS SIDEWALKS	82,826.00	17,650.00	65,176.00	0.00	65,176.00	0.00
OMI026	P FS73 EmerGenFuelTankRpl	39,600.00	0.00	39,600.00	0.00	0.00	39,600.00
PNC007	P YORKTOWNE MDL SEGMENT	2,015,300.00	290,299.93	1,725,000.00	0.00	0.00	1,725,000.00
PNC008	P DUNLAWTON/TAYLOR/YORKTO	213,495.00	0.00	213,495.00	0.00	0.00	213,495.00
PNC011	P YORKTOWNE SO SEGMENT	2,536,117.00	2,404,430.80	131,686.00	0.00	0.00	131,686.00
PNC014	P HERBERT ST RGT TURN LN	55,906.00	32,237.94	49,379.00	25,711.44	892.40	22,775.16
POL021	P TOWN WEST/WILLIAMSON	786,396.00	97,563.35	709,437.00	20,524.17	637,561.53	51,351.30
POL039	P FY15 Paving Program	623,422.00	0.00	623,422.00	0.00	618,250.33	5,171.67
	Public Works Total:	**24,498,665.00**	**16,990,166.63**	**7,281,674.00**	**235,338.39**	**1,393,436.27**	**5,652,899.34**
Parks and Recreation							
QPC020	R YMCA REPAIRS	369,299.00	372,435.83	6,200.00	0.00	0.00	6,200.00
QPC045	R SCOREBOARD REPLACEMENT	81,558.00	55,960.00	25,598.00	0.00	0.00	25,598.00
QPC046	R VETERANS PK BRICK PRG	4,361.00	1,400.14	3,546.00	585.79	2,300.00	660.21
QPC052	R SOCCER FIELD RE-LEVEL	385,610.00	11,250.00	377,070.00	2,710.00	363,928.00	10,432.00
QPC054	R PARKS FURNISHINGS	26,500.00	22,568.76	3,931.00	0.00	3,851.04	79.96
QPC055	R Coraci Athl Compl PHIII	154,598.00	153,505.50	1,092.00	0.00	1,092.00	0.00
QPC056	R YMCA Pool Deck Replace	315,794.00	315,193.49	17,768.00	17,168.00	0.00	600.00
QPC058	R YMCA RENOVATIONS PH II	248,000.00	244,984.52	248,000.00	244,984.52	0.00	3,015.48
QPC059	R ParksFoundationCreation	3,201.00	0.00	3,201.00	0.00	0.00	3,201.00
QPC060	R YMCA Reno Phase III	158,500.00	0.00	158,500.00	0.00	4,995.00	153,505.00
QPC061	R Coraci Athl Compl PHIV	600,000.00	19,786.50	600,000.00	19,786.50	316,026.29	264,187.21
QPC062	R Causeway Dock Refurbish	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
QPC063	R SP CRK Bsktball Ct Reno	24,000.00	0.00	24,000.00	0.00	0.00	24,000.00
QPC064	R Lakeside Center Carpet	7,000.00	6,786.10	7,000.00	6,786.10	0.00	213.90
XSG007	R GAMBLE LAUNCH VOPO-0360	359,935.00	214,931.34	50,000.00	0.00	0.00	50,000.00
	Parks and Recreation Total:	**2,777,356.00**	**1,418,802.18**	**1,564,906.00**	**292,020.91**	**692,192.33**	**580,692.76**

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Comm. Redevelopment							
TIF002	T TWN CTR MEDIAN IMPRV	405,946.00	217,323.88	204,621.00	15,999.96	8,666.73	179,954.31
TIF004	T EASTPORT ENTRY SIGNAGE	85,000.00	33,846.00	51,154.00	0.00	0.00	51,154.00
	Comm. Redevelopment Total:	**490,946.00**	**251,169.88**	**255,775.00**	**15,999.96**	**8,666.73**	**231,108.31**
Public Utilities							
EFM001	U Forestry Management	1,616,448.00	1,255,790.28	302,107.00	37,613.57	86,575.00	177,918.43
MBO004	U Local Limit Development	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
MME001	U Machinery & Equipment	598,798.00	506,526.36	102,060.00	32,060.00	0.00	70,000.00
MME003	U Telemetry I & C	1,065,012.00	943,821.71	72,841.00	10,157.50	0.00	62,683.50
MMM101	U LARGE METER REPLACEMENT	608,892.00	603,690.27	3,870.00	3,870.00	0.00	0.00
MMP001	U Utility Mapping	911,633.00	828,700.39	31,639.00	18,743.68	7,456.10	5,439.22
MPL001	U Utilities Master Plan	256,453.00	224,537.16	0.00	0.00	0.00	0.00
RIM005	U Reservoir Outfall	2,995,479.00	666,711.49	2,668,528.00	339,761.61	2,140,450.00	188,316.39
SLS002	U R & R Lift Station	4,682,275.00	4,251,063.00	7,721.00	6,275.00	0.00	1,446.00
SLS003	U WB Regional PumpStation	1,503,749.00	0.00	1,503,749.00	0.00	83,788.00	1,419,961.00
SSP002	U Sewer Plant Replacement	6,339,590.00	5,616,811.98	620,977.00	85,768.33	81,650.00	453,558.67
SSP008	U Rec Wtr Plnt Imprv 2014	38,823.00	38,820.54	3,809.00	3,808.47	0.00	0.53
SSP009	U BioSolidsTrtmnt/Compost	50,000.00	0.00	50,000.00	0.00	16,750.00	33,250.00
UCP001	U Cost Participation,	2,472,181.00	2,269,156.78	96,665.00	62,423.05	24,520.00	9,721.95
UET001	U Extension, Water System	567,537.00	540,689.75	5,837.00	773.99	0.00	5,063.01
UET002	U Extension, Sewer System	1,428,807.00	1,339,414.66	4,328.00	0.00	0.00	4,328.00
UET022	U White Acres Improvement	733,417.00	74,999.21	660,452.00	2,034.25	9,417.79	648,999.96
URF001	U Reinforcement, WA Sys	461,482.00	378,255.62	53,120.00	1,287.76	51,831.86	0.38
URH001	U Sewer Sys Rehabilitatn	7,503,806.00	7,204,435.53	50,631.00	(9,504.00)	42,800.00	17,335.00
URL005	U Williamson Util Rel S	4,658,755.00	4,658,043.96	129,911.00	129,910.77	0.00	0.23
URL007	U Misc Util Coordination	285,627.00	259,348.18	26,272.00	0.00	0.00	26,272.00
URP001	U Replacement, WA System	4,074,975.00	3,258,477.35	502,535.00	135,991.37	51,831.85	314,711.78
URP010	U S Atlantic JPA w/Vol Co	504,846.00	17,159.00	504,846.00	17,159.00	27,555.00	460,132.00

APR-15 Project Manager Summary Report (Run on 5/7/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 4/30/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
WWP003	U Water Plant Improvement	5,695,562.00	4,884,306.52	645,287.00	11,470.75	491,770.75	142,045.50
WWP006	U GWP Rehabilitation 2013	1,255,825.00	1,365,369.08	3,810.00	3,810.00	0.00	0.00
WWW002	U WW Repairs/Maint	450,506.00	353,849.92	96,654.00	0.00	0.00	96,654.00
ZMI044	U METER REPLACEMENT PRG	3,897,323.00	2,904,659.70	1,674,068.00	680,606.67	68,648.00	924,813.33
	Public Utilities Total:	**54,687,801.00**	**44,444,638.44**	**9,851,717.00**	**1,574,021.77**	**3,185,044.35**	**5,092,650.88**
	Total:	**98,491,418.00**	**69,773,018.00**	**28,249,350.00**	**2,432,958.20**	**5,866,933.19**	**19,949,458.61**
	128 PROJECTS						

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Stormwater Maintenance Progress

DEPARTMENT: Public Works

RECOMMENDED MOTION: Accept the stormwater maintenance program update report.

SUMMARY: In February 2015, City Council requested regular updates regarding stormwater maintenance efforts. The attached PowerPoint slides provides an update on the progress of our stormwater facility maintenance program.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Stormwater Drainage Maintenance	Stormwater Maintenance Progress 5.7.15 (1).pptx

Fenwick, Robin	Created/Initiated - 05/04/2015
Adumuah, Branford	Approved - 05/08/2015
Rosen, Alan	Approved - 05/11/2015
Harden, David	Final Approval - 05/14/2015

Storm Water Maintenance Progress Report

April 28, 2015 - May 7, 2015

Branford N. Adumuah

Public Works Director

Pipe Cleaning

- **Crews have cleaned approximately 200 linear feet of storm water drainage pipes and headwalls along Ocean Avenue and Jean Anne, Jean Frances, and City Center Parkway (City Hall).**
- **Crews repaired a collapsed pipe and catch basin on Cindy Circle (Commonwealth Mobile Home Park).**

Ditch Clearing

- **From April 28 - May 7**
  - **Crews cleared 3,015 linear feet of ditch and stabilized the bank along the north side of Madeline Avenue from Jackson to Sauls Street.**

- **As of May 7**
  - **Crews have improved 43,913 linear feet of ditches/canals out of an *estimated* inventory of 80,000 liner feet.**

Ditch Clearing

Location	Section	Date Started	Date Completed	Days to Complete	Feet Cleared	Hours Spent
Madeline Av. From Jackson St. to Sauls St. (South Side of Madeline)	2	4/29/2015	5/7/15	7	3,015	39
Madeline Ave Ditch			4/17/15		2,864	
West Ridge Ditch			4/9/15		2,230	
Ocean Ave & Halifax Dr			4/3/15		271	
Horizon Canal (I19 to B19)			3/20/15		5,640	
Riverside (US1 to Outfall			2/6/15		757	
Ocean Ave to Alexander			1/9/15		505	
Alexander from RR to US1			1/9/15		1.502	
Jackson to Samms Ave			1/9/15		1,306	
Oak St - Jackson to Dunlawton			1/9/15		1,639	
Jackson St to Oak St			1/9/15		1007	
3rd St to 2nd St			1/9/15		588	
5th St to 2nd St			12/16/14		473	
Deep Forest Ditch			12/12/14		1,675	
Spruce Creek Rd			12/4/14		1,655	
Charles & 5th St			11/21/14		596	
Cambridge Canal			11/21/14		2,427	
Cambridge Canal			11/14/14		986	
Cambridge Canal			11/7/14		6,664	
Foxboro to Control Structure			10/31/14		640	
Cambridge Canal			10/31/14		3,733	
2nd St Canal			10/24/14		1,025	
Total Feet Cleared					**41,188**	

This table will be updated bi-weekly to show accumulated progress.

Drainage Pipe Replacement

Moonpenny Circle

May 12, 2015

Drainage Swale Improvement

Madeline Avenue

May 12, 2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: Yes

SUBJECT: Crime Report

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The police department will present a report which details criminal activity in the last quarter.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Crime Report	Crime Report Jan-March 2015.pdf

Grabowski, Debbie	Created/Initiated - 04/28/2015
Monahan, Gerald	Approved - 04/28/2015
Harden, David	Final Approval - 04/28/2015

PORT ORANGE POLICE DEPARTMENT

QUARTERLY UCR YEARLY COMPARISON

UCR	DESCRIPTION	Jan-14	Feb-14	Mar-14	TOTAL 2014	Jan-15	Feb-15	Mar-15	TOTAL 2015	Difference
0110	HOMICIDE	0	0	1	1	0	0	0	0	-1
0200	RAPE/FORCIBLE FONDLING	1	0	0	1	0	0	0	0	-1
0300	ROBBERY	0	0	0	0	0	0	0	0	0
0410	AGGRAVATED ASSAULT	1	3	2	6	3	12	7	22	16
0411	STALKING: AGGRAVATED STALKING	0	0	0	0	0	0	0	0	0
0510	BURGLARY - FORCIBLE ENTRY	4	9	10	23	6	5	5	16	-7
0520	BURGLARY-NONFORCED ENTRY	9	9	10	28	10	4	7	21	-7
0610	LARCENY: POCKET PICKING	0	0	3	3	0	0	0	0	-3
0620	LARCENY: PURSE SNATCHING	1	0	0	1	0	0	0	0	-1
0630	LARCENY: SHOPLIFTING	33	13	29	75	30	11	32	73	-2
0640	BURGLARY TO AUTO	8	18	33	59	26	32	24	82	23
0650	LARCENY: AUTO PARTS & ACCESSORIES	4	6	7	17	0	2	0	2	-15
0660	LARCENY: FROM BUILDINGS	12	7	7	26	4	4	2	10	-16
0670	LARCENY: FROM COIN-OPERATED MACHINES	0	0	0	0	0	0	0	0	0
0680	LARCENY: BICYCLE	8	3	5	16	6	8	6	20	4
0690	LARCENY: ALL OTHER LARCENY	18	16	12	46	18	20	28	66	20
0710	MOTOR VEHICLE THEFT: AUTOMOBILE	0	3	2	5	6	4	4	14	9
0720	MOTOR VEHICLE THEFT: TRUCK/BUS	0	1	0	1	2	0	0	2	1
0740	MOTOR VEHICLE THEFT: MOTORCYCLE	0	0	1	1	0	0	1	1	0
0790	MOTOR VEHICLE THEFT: ALL OTHER MOTOR VEHICLES	0	0	0	0	0	0	1	1	1
0810	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT	27	26	25	78	13	11	14	38	-40
0811	STALKING: SIMPLE STALKING	0	0	0	0	0	0	0	0	0
0812	SIMPLE ASSAULT: THREAT/INTIMIDATION	0	0	0	0	0	0	0	0	0
0830	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT SEXUAL MOTIVE	0	0	0	0	0	0	0	0	0
0890	SIMPLE ASSAULT: ALL OTHER SIMPLE ASSAULT	0	0	0	0	0	0	0	0	0
	TOTAL	126	114	147	387	124	113	131	368	-19

2015 City of Port Orange Citizen Survey Report

May 19, 2015

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Survey Background and Methodology

For the past twelve years, the City has conducted a Citizen Survey annually as part of the City's budgeting process. In previous years, the results have provided valuable information for measuring how citizens rate the quality and performance of the City's programs and services. The 2015 Citizen Survey serves as a valuable tool for measuring service performance and soliciting feedback on key budget goals and operating objectives.

During February and March 2015, the City of Port Orange emailed 20,688 utility customers a link to the survey. Staff also provided a link to and information about the survey on the City's website. The Public Information Officer sent out information blasts over the City's Twitter and Facebook accounts. Respondents were given the opportunity to complete surveys on paper, but no one completed it in this fashion.

The 2015 Citizen Survey included 1,160 responses, which is identical to the number of responses in 2014.

The survey instrument was designed to solicit responses to 68 questions that could be easily answered and would provide meaningful information. The questions were grouped by the following categories: fire rescue, police, parks and recreation, community development, public information, utilities, public works, general services, overall quality of life, level of civic involvement, value of services and demographics.

The 2015 survey instrument is shown in Attachment A and is identical in content to the previous year's survey instrument, except that the tax rate was updated and there was an error on the traffic safety awareness question in the police section and therefore responses to this question were invalid.

In evaluating City programs and services, citizens were asked to rate their level of satisfaction with each. The satisfaction levels were ranked using a scale of one to five, with one being a "very low" level of satisfaction and five being a "very high" level of satisfaction. The survey instrument allowed participants to circle "DK" (Don't Know), to those questions for which they were unable to provide a response. The "Don't Know" responses are not factored into the calculation shown in the report summaries.

Next, survey participants were asked to rate nine aspects of living in Port Orange for the purpose of measuring their opinions on quality of life matters. The same scale was used to rank these various aspects, including "Don't Know".

Participants then responded to eight questions regarding their level of civic participation over the past year. Questions included the number of times respondents attended city council meetings, participated in a recreation event or visited a City park among other activities.

In 2008, a question regarding property taxes was added to gauge citizen opinions regarding property taxes a typical homeowner pays for City provided services in comparison with the value they receive for their money. Participants were asked to rate value of services ranging from "poor value" to "excellent value".

In 2014, survey participants were asked their viewpoints on six goals listed in the City's vision statement. However, since these goals were not recent and the City was in the process of adopting new goals, this section was not included.

Finally, as in prior years, survey participants were given the opportunity to add their comments or suggestions. Staff included selected comments in each section. Overall there were 518 comments. All comments are included in Exhibit 1. Not all comments are in their original form. Some have been edited to eliminate profane language and/or inappropriateness, however the intent of all comments has not been changed. While staff did edit some responses, some content may still be offensive to some people.

Numerical data shown throughout the report may be subject to rounding error.

For the purposes of the report summaries, and to be consistent with prior years' methodology, the unanswered and "Don't Know" responses are not factored into the report summaries.

This report is separated in to the following sections:

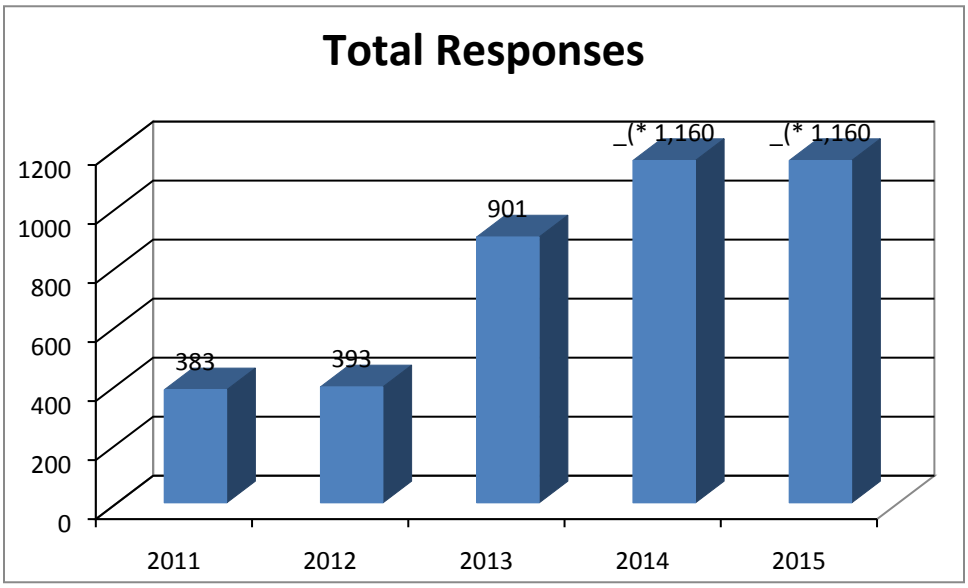
1. Survey Background and Methodology
2. Demographics
3. Fire/Rescue
4. Police Services
5. Parks and Recreation
6. Community Development
7. Public Information
8. Public Utilities
9. Public Works
10. General Services
11. Quality of Life and Value of Services
12. Civic Involvement
13. Conclusion

Each section includes current and historical information where it exists.

Demographics

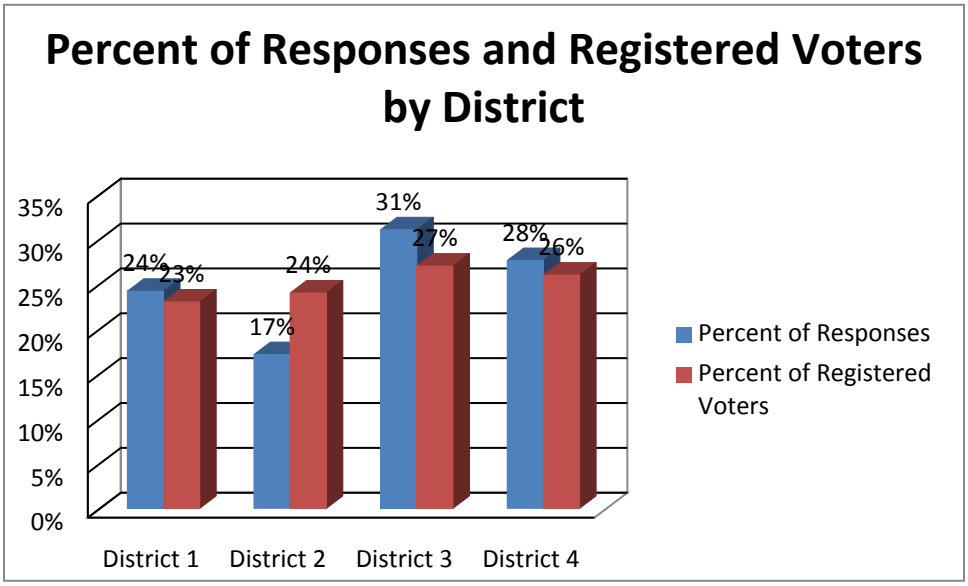
As mentioned above, the total responses for 2015 were the same as in 2014. However, the number of responses has grown significantly since the city began distributing the survey electronically in 2013. Figure 1 illustrates the increase in responses over the last five years.

Figure 1. Total Survey Responses 2011 - 2015



The percent of responses by district were similar to the number of registered voters by district in 2015. Figure 2 shows this comparison.

Figure 2. Percent of Responses and Registered Voters By District



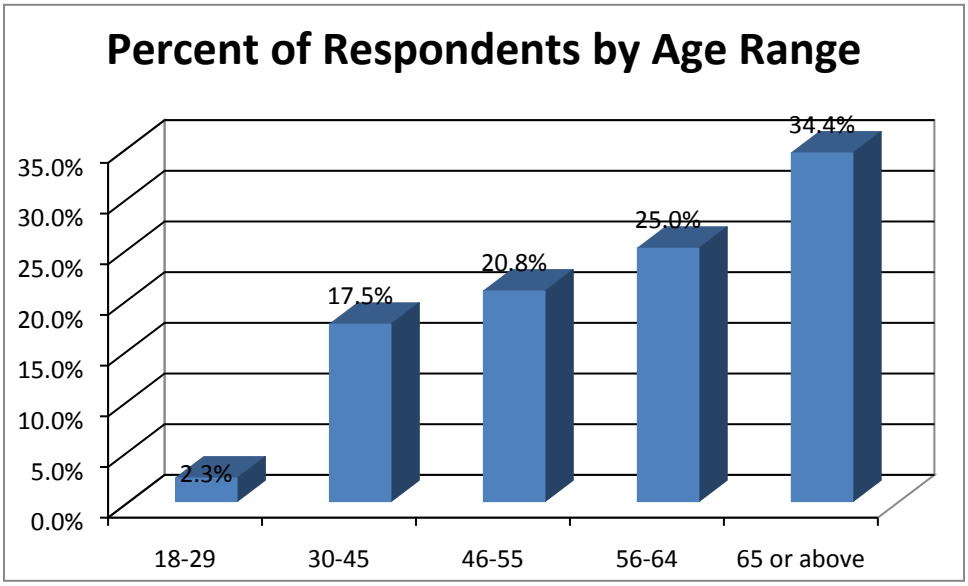
Note: The percent of registered voters is as of March 3, 2015 and was provided by the Volusia County Department of Elections

The largest discrepancy between the number of registered voters and responses is in District 2. While 24% of the registered voters reside in this district, only 17% of responses originated from this group.

In 2014 there were no responses from people 65 or older. In order to increase responses from this section of the population, the City included a link on the website and sent out other public information blasts in addition to the traditional method of providing information to utility customers through email.

Staff does not know if this marketing effort impacted the responsiveness of people 65 or older, but the result for 2015 was much more diverse. In fact, the largest percentage of respondents reported that they were 65 or older. Figure 3 illustrates the breakdown or respondents by age.

Figure 3. Percent of 2015 Survey Respondents by Age Range



Fire Rescue

The 2015 survey asked respondents to answer five questions related to fire rescue services in the City of Port Orange. Table 1 shows the breakdown of answers received for these questions.

Table 1. 2015 Satisfaction with Fire Rescue Services

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Quality of Fire / Rescue Services	2.6%	2.0%	7.1%	24.4%	63.9%	95.4%	88.3%
Safety Programs (CPR, Fire Safety)	3.6%	3.4%	12.8%	28.7%	51.5%	93.0%	80.2%
Calls for Assistance and Aid	2.4%	2.1%	10.7%	25.6%	59.2%	95.5%	84.9%
If you received medical treatment from Fire / Rescue, rate the level of satisfaction with the care you received.	4.0%	3.0%	4.6%	11.9%	76.6%	93.1%	88.4%
Disaster Preparedness (Emergency Management)	6.5%	7.3%	16.3%	30.1%	39.7%	86.2%	69.9%
Average	**3.8%**	**3.6%**	**10.3%**	**24.1%**	**58.2%**	**92.6%**	**82.3%**

As Table 1 indicates, 58% of respondents are very highly satisfied with Fire Rescue services in Port Orange. Table 2 shows the trend of these measures over the last five years.

Table 2. Five Year History of Fire Safety Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Quality of Fire / Rescue Services	99.2%	96.6%	98.2%	98.6%	95.4%	-3.3%	-3.8%
Safety Programs (CPR, Fire Safety)	99.6%	94.4%	95.6%	96.2%	93.0%	-3.3%	-6.6%
Calls for Assistance and Aid	97.0%	94.7%	97.0%	97.2%	95.5%	-1.7%	-1.5%
If you received medical treatment from Fire / Rescue, rate the level of satisfaction with the care you received.	96.0%	92.1%	96.7%	96.0%	93.1%	-3.1%	-3.1%
Disaster Preparedness (Emergency Management)	97.0%	96.4%	96.8%	95.0%	86.2%	-9.3%	-11.1%
Average	**97.8%**	**94.8%**	**96.9%**	**96.6%**	**92.6%**	**-4.1%**	**-5.2%**

As the table above indicates, overall satisfaction with Fire Safety has declined by about 5% over the last five years. This drop in satisfaction is mirrored by a similar decline in the average number of filled positions over the same time period (-6%).

Staff has included a sample of comments written by respondents related to Fire Rescue here. All comments are included in Exhibit 1.

Table 3. Sample Comments Related to Fire Rescue

District	Street/Subdivision	Comment
2	Sandlewood	Fire Dept. promote from within
3	Port Orange Plantation	Priority needs to be placed on providing our cities emergency personnel with fair benefits and wages. The City Council worries more about the Cypress Head Golf course than its own employees who are risking their lives to protect the citizens of this great city. Year after year its proven that the Police and Fire Department provide excellent care to the citizens. Why are there no more CPR classes offered to citizens? What happened to Flu Shots? The city made a good amount of money by offering flu shots, why was this taken away? I feel that 1.83 per day for 6 services (Police, Fire, Parks, Rec, Streets, Other) is ridiculous, it is time to slightly raise taxes so that we are able to properly fund these crucial departments. These departments are the reason why Port Orange is such a safe and sought after community to live in. It is time to start doing what is right for your employees.

Police Services

The 2015 survey asked respondents to answer five questions related to police services in the City of Port Orange. There was a wording problem with the last question and responses to that question were invalid and therefore removed from the analysis. Table 4 shows the breakdown of answers received for these questions.

Table 4. 2015 Satisfaction with Police Services

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Quality of police services	5.0%	5.0%	14.9%	26.7%	48.5%	90.1%	75.2%
Response time to emergency situations	3.9%	4.8%	12.0%	26.0%	53.3%	91.3%	79.3%
Police protection and investigations	7.2%	5.5%	14.2%	27.7%	45.4%	87.2%	73.0%
Crime prevention and education	6.0%	6.0%	15.4%	30.0%	42.5%	87.9%	72.5%
Average	**5.5%**	**5.3%**	**14.1%**	**27.6%**	**47.4%**	**89.1%**	**75.0%**

As with fire rescue, the majority of responses indicated a very high satisfaction with police service (47.4%). Table 5 shows the trend of these measures over the last five years.

Table 5. Five Year History of Police Services Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Quality of police services	94.6%	95.7%	92.6%	92.2%	90.1%	-2.3%	-4.8%
Response time to emergency situations	96.0%	95.6%	93.6%	95.3%	91.3%	-4.2%	-4.9%
Police protection and investigations	90.4%	93.4%	87.9%	90.2%	87.2%	-3.3%	-3.5%
Crime prevention and education	94.5%	94.9%	89.4%	92.1%	87.9%	-4.5%	-6.9%
Average	**93.9%**	**94.9%**	**90.9%**	**92.5%**	**89.1%**	**-3.6%**	**-5.0%**

As the table above indicates, overall satisfaction with police services has declined by about 5% over the last five years. This drop in satisfaction is interesting to note given that the City was recognized as the second safest city in Florida with a population over 45,000 in 2013. In addition, actual crime rates declined in 2014 by 27%.

Table 6 includes a sample of comments written by respondents related to police services. Most of the comments that suggest improvements focused on topics other than crime rates. This may explain the decrease in satisfaction levels indicated in Table 5. Exhibit 1 includes all comments submitted.

Table 6. Sample Comments Related to Police Services

District	Street/Subdivision	Comment
1	Not Recorded	Sell half the fleet of police cars and have the officers double up and don't allow them to take cars home. That would save quite a bit of money and be safer for the officers. Sell or rent out the old police station on Dunlawton....it's such a waste of money just sitting there. I still wonder why we needed a new, much larger facility.
1	Not Recorded	Police officers breaking the rules. Not using their blinkers, driving using their computer while driving. They need to practice what they pull people over for.
2	Not Recorded	Police officers are not at all engaging with citizens. In the last 3 years 1 officer bothered to acknowledge us as we walked by. Officers should acknowledge citizens with a wave, smile or friendly eye contact rather than behaving as though we don't exist or don't matter.
3	Oak Trail Run	I am impressed by the quality of your police service.
4	Hamlet Subdivision	It's common knowledge among city of port orange residents that its police officers are simply out to give traffic tickets only to perhaps meet a quota. It would be nice if they had at least 2 annual events a year so the public could meet our officers and perhaps change the communities perspective of them and possibly become role models for our children.

Parks and Recreation

The 2015 survey asked respondents to answer seven questions related to parks and recreation. Table 7 shows the breakdown of answers received for these questions.

Table 7. 2015 Satisfaction With Parks and Recreation

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Appearance of City parks and recreational facilities	2.2%	2.4%	8.4%	33.1%	53.9%	95.4%	87.0%
Number of City parks and recreational facilities	2.6%	4.1%	13.3%	34.0%	46.0%	93.3%	80.0%
Quality of youth camps, recreation, and athletic leagues	4.7%	5.7%	15.8%	32.1%	41.6%	89.5%	73.8%
Quality of adult leagues, clubs and recreational classes	4.6%	6.0%	19.9%	30.8%	38.6%	89.3%	69.4%
Variety of recreational and cultural activities offered	3.6%	6.5%	19.5%	31.2%	39.1%	89.8%	70.3%
Helpfulness of program leaders and staff	6.1%	4.8%	17.5%	31.5%	40.1%	89.1%	71.6%
Quality of Cypress Head Golf Course	4.9%	9.5%	19.6%	31.2%	34.8%	85.6%	66.0%
Average	**4.1%**	**5.6%**	**16.3%**	**32.0%**	**42.0%**	**90.3%**	**74.0%**

The majority of responses indicated a very high satisfaction with parks and recreation (42%), while the lease amount of respondents indicated that their satisfaction was very low (4.1%). Table 8 shows the trend of these measures over the last five years.

Table 8. Five Year History of Parks and Recreation Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Appearance of City parks and recreational facilities	98.8%	98.4%	97.5%	96.8%	95.4%	-1.4%	-3.4%
Number of City parks and recreational facilities	97.4%	94.7%	91.4%	94.0%	93.3%	-0.7%	-4.2%
Quality of youth camps, recreation, and athletic leagues	95.0%	96.8%	91.4%	91.3%	89.5%	-1.9%	-5.7%
Quality of adult leagues, clubs and recreational classes	94.1%	93.8%	90.1%	90.9%	89.3%	-1.7%	-5.1%
Variety of recreational and cultural activities offered	97.3%	93.5%	90.7%	90.8%	89.8%	-1.1%	-7.7%
Helpfulness of program leaders and staff	95.0%	96.3%	92.0%	92.2%	89.1%	-3.3%	-6.2%
Quality of Cypress Head Golf Course	96.8%	95.5%	95.9%	95.4%	85.6%	-10.3%	-11.6%
Average	**96.3%**	**95.6%**	**92.7%**	**93.1%**	**90.3%**	**-2.9%**	**-6.3%**

As the table above indicates, overall satisfaction with parks and recreation has declined by about 6% over the last five years. This drop in satisfaction may be due in part to a simultaneous decline in the average number of filled positions in this department (41.6% over five years). Regardless, the average satisfaction rate remains high at 90.3%.

Table 9 includes a sample of comments written by respondents related to parks and recreation. Exhibit 1 includes all comments submitted.

Table 9. Sample Comments Related to Parks and Recreation

District	Street/Subdivision	Comment
Don't Know	Wimbledon Ct	I like going to the parks and bring the dogs. I hope they continue to have these places to take the animals.
1	Allendale	Riverwalk a great opportunity for parks, bike paths, restaurants, etc...
2	Maplewood Estates	Please, Clean Up The Dog Parks! Dogs get sick in there all of the time and there is poop there, holes, so deep, dogs get hurt. Please also take care of the fire ants in all of your parks!
2	Sunset Cove	I just wanted to compliment Coraci Park. I have watched that park be built during the years and have watched it grow. It is a great place and is well maintained by your Parks Department. The Parks Department works hard to keep our area beautiful and I appreciate that!
4	Spruce Creek Estates	I feel that the city should not be buying land for parks, or for future building plans. Look at the Riverwalk project all the money spent and nothing is happening this has been over 15 years the city spent money for nothing. Sell it and recoup your investments and lower the millage for the home owner.

Community Development

The 2015 survey asked respondents to answer five questions related to community development efforts within the City. Table 10 shows the breakdown of answers received for these questions.

Table 10. 2015 Satisfaction With Community Development

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Appearance and quality of new development in the City	3.5%	5.2%	14.1%	34.8%	42.4%	91.2%	77.2%
Code Enforcement (illegal signs, tall grass, junk cars)	7.8%	10.0%	19.4%	30.5%	32.4%	82.3%	62.9%
Business and building permitting	7.6%	12.6%	22.5%	31.5%	25.9%	79.8%	57.4%
City redevelopment efforts	8.2%	12.6%	22.1%	31.2%	26.0%	79.2%	57.1%
Managing and planning for growth	11.1%	11.8%	20.1%	30.9%	26.1%	77.0%	57.0%
Average	**7.6%**	**10.4%**	**19.6%**	**31.8%**	**30.6%**	**81.9%**	**62.3%**

The majority of responses indicated a high satisfaction with community development efforts (31.8%), while the least amount of respondents indicated that their satisfaction was very low (7.6%). Table 11 shows the trend of these measures over the last five years.

Table 11. Five Year History of Community Development Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Appearance and quality of new development in the City	97.1%	95.3%	95.0%	94.1%	91.2%	-3.0%	-6.0%
Code Enforcement (illegal signs, tall grass, junk cars)	85.7%	86.3%	86.3%	86.8%	82.3%	-5.2%	-4.0%
Business and building permitting	89.6%	86.6%	87.2%	85.0%	79.8%	-6.1%	-10.9%
City redevelopment efforts	90.6%	81.4%	83.9%	84.9%	79.2%	-6.7%	-12.6%
Managing and planning for growth	90.4%	81.4%	85.2%	84.4%	77.0%	-8.7%	-14.8%
Average	**90.7%**	**86.2%**	**87.5%**	**87.0%**	**81.9%**	**-6.0%**	**-9.7%**

As the table above indicates, overall satisfaction with community development efforts has declined by almost 10% over the last five years. This drop in satisfaction may be due in part to a simultaneous decline in the average number of filled positions in this department (36.3% over five years).

In general, if workload remains stable or increases, but the number of staff declines, it is harder for an organization to maintain standards to which residents and customers have become accustomed.

Table 12 includes a sample of comments written by respondents related to community development. Exhibit 1 includes all comments submitted.

Table 12. Sample Comments Related to Community Development

District	Street/Subdivision	Comment
3	Coquina Cove	I'm pleased with all the new development in Port Orange. Community Development is doing a great job! What a fun & exciting time to live here!
4	Skylake Estates	The permitting office is slightly understaffed. You have an excellent staff but it does longer than should be necessary to acquire a permit.
Don't Know	Sweetwater Hills	Code enforcement is totally lax in enforcing the code. Cars are parked on quite a few LAWNS, boats and other junk parked in driveways and trash piled aside of homes. Also, when leaving the subdivision, the fences block your vision and you need to pull out too far to see oncoming traffic. This is an area with an "accident waiting to happen" especially with the increase of traffic on Hensel Road. The condition of the fences leaves something to be desired. Let's not wait until Sweetwater Hills becomes an undesirable area. Street lights are definitely needed on Dunlawton Road.

Public Information

The 2015 survey asked respondents to answer four questions related to public information provided by the City. Table 13 shows the breakdown of answers received for these questions.

Table 13. 2015 Satisfaction With Public Information

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Quality of information presented in City Newsletter	2.7%	5.4%	20.2%	34.4%	37.3%	91.9%	71.7%
Quality of pogTV Channel 498 programming	4.0%	7.1%	22.5%	31.5%	34.9%	88.9%	66.4%
Information available on City website (port-orange.org)	2.5%	5.4%	19.9%	34.5%	37.6%	92.1%	72.1%
Public notification for City Council meetings, workshops, code enforcement, and planning commission meetings	5.6%	7.2%	22.7%	31.7%	32.9%	87.2%	64.5%
Average	**3.7%**	**6.3%**	**21.3%**	**33.0%**	**35.7%**	**90.0%**	**68.7%**

The majority of responses indicated a very high satisfaction with public information provided by the City (35.7%), while 90% of the respondents indicated they were satisfied. Table 14 shows the trend of these measures over the last five years.

Table 14. Five Year History of Public Information Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Quality of information presented in City Newsletter	97.1%	96.2%	94.7%	93.7%	91.9%	-1.9%	-5.4%
Quality of pogTV Channel 498 programming	91.8%	90.1%	86.4%	92.1%	88.9%	-3.5%	-3.2%
Information available on City website (port-orange.org)	96.2%	93.1%	92.8%	93.9%	92.1%	-2.0%	-4.3%
Public notification for City Council meetings, workshops, code enforcement, and planning commission meetings	93.6%	92.0%	89.9%	90.1%	87.2%	-3.2%	-6.8%
Average	**94.7%**	**92.9%**	**91.0%**	**92.5%**	**90.0%**	**-2.6%**	**-4.9%**

As the table above indicates, overall satisfaction with public information has declined by almost 5% over the last five years.

Table 15 includes a sample of comments written by respondents related to public information. Exhibit 1 includes all comments submitted.

Table 15. Sample Comments Related to Public Information

District	Street/Subdivision	Comment
1	Allendale	Never seen the newsletter
2	Azalea Pointe	I find the City's website does not make for easy navigating to the information I am looking for, and am to frequently have to fall back on site search for trying to locate the information. I have used computer systems since the 1960's and PC's from the early 1970's. If I have to search hard for info, what does the average citizen do.
3	Sabal Creek	Am interested in receiving the newsletter. Could it be mailed to me?
3	Summer Trees	Port Orange seems like a wonderful place to live. I am looking forward to being there full time sometime soon. I think the newsletter is very informative.
Don't Know	Devonwood	I was unable to view the map on my phone. I would like to pay less taxes with the exemptions available, or could be available for seniors if City of Port Orange participated as is available to it. I would like to be able to view City POG TV, as I do not have cable, Dish, etc. I have never been able to watch as I only have the Airwaves TV. Thanks for considering these options.

Public Utilities

The 2015 survey asked respondents to answer three questions related to public utilities provided by the City. Table 16 shows the breakdown of answers received for these questions.

Table 16. 2015 Satisfaction With Public Utilities

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Quality of drinking water	5.0%	5.3%	17.5%	31.0%	41.2%	89.7%	72.2%
If using City reclaimed water, please rate quality of service	4.2%	5.4%	16.1%	30.0%	44.3%	90.5%	74.4%
Utility customer service	7.1%	5.3%	15.2%	30.0%	42.5%	87.6%	72.5%
Average	**5.4%**	**5.3%**	**16.3%**	**30.3%**	**42.7%**	**89.3%**	**73.0%**

The majority of responses indicated a very high satisfaction with the public utilities provided by the City (42.7%), while 89% of the respondents indicated they were satisfied. Table 17 shows the trend of these measures over the last five years.

Table 17. Five Year History of Public Utilities Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Quality of drinking water	88.8%	90.6%	89.0%	90.8%	89.7%	-1.2%	1.0%
If using City reclaimed water, please rate quality of service	93.6%	91.3%	88.3%	91.2%	90.5%	-0.8%	-3.4%
Utility customer service	94.8%	91.5%	88.9%	88.8%	87.6%	-1.3%	-7.6%
Average	**92.4%**	**91.1%**	**88.7%**	**90.3%**	**89.3%**	**-1.1%**	**-3.3%**

As the table above indicates, overall satisfaction with public utilities has declined by about 3% over the last five years. While overall satisfaction decreased, the perception of the quality of drinking water has improved.

The largest decline is in Customer Service. Staff has experienced the dissatisfaction with this program in recent months and is working to improve the way we do business including:

- Hiring a new customer service manager
- Collecting customer satisfaction cards for input on how to improve
- Reviewing code related to limitations for staff on administering customer service
- Performing a customer input session to learn what "success" looks like from their point of view and,
    - Using this information to facilitate an in-house process improvement project to determine how the process can be improved for customers.

Table 18 includes a sample of comments written by respondents related to public utilities. Exhibit 1 includes all comments submitted.

Table 18. Sample Comments Related to Public Utilities

District	Street/Subdivision	Comment
2	Banbury	When the water dept. changes the chlorination method, the drinking water smells and tastes like swimming pool water. So a couple times a year for several weeks each time, this water is unacceptable.
2	Long Grove Ln	The mayor looks angry on the website. Please have him smile for a better photo! New resident, I'd recommend a "guide to Port Orange" be made and mailed to new homeowners. The Public Utilities dept does it for water/trash, why not for the whole city?
3	Oakbrook	Is there something that can be done to improve the quality of water we drink? Daytona Beach has better drinking water! And Edgewater. Also there are very poor street lights in our area, would be nice to have more lights making it safe to walk at night in our neighborhood
3	Villages of Royal Palm	My biggest problem is with the online payment system of water utility bills, it's in bad need of redesign, I've had nothing buy problems and been charged late fees because of flaws in the way its set up.
3	Willow Run – Hidden Lake	Water dept is horrible . Terrible customer service.
Don't Know	Riverwood	Any improvement in the smell of the reclaimed water would be much appreciated. Love Port Orange!!

Public Works

The 2015 survey asked respondents to answer seven questions related to public works programs. Table 19 shows the breakdown of answers received for these questions.

Table 19. 2015 Satisfaction With Public Works

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
General appearance along City streets and major corridors	4.6%	5.0%	13.9%	36.2%	40.3%	90.4%	76.5%
Quality of City streets (i.e., street paving, maintenance)	3.6%	7.8%	18.9%	38.0%	31.7%	88.7%	69.7%
Quality of garbage collection and recycling services	3.4%	3.5%	9.9%	26.6%	56.6%	93.1%	83.2%
Visibility and maintenance of street signs	2.4%	2.9%	14.5%	34.0%	46.2%	94.7%	80.2%
Maintenance of street lights	4.0%	3.6%	13.6%	32.5%	46.3%	92.4%	78.8%
Quality of stormwater drainage in your area	11.3%	7.6%	15.4%	28.9%	36.8%	81.1%	65.7%
Capital improvements (streets, bike paths, sidewalks)	5.8%	8.8%	22.0%	32.4%	31.0%	85.4%	63.4%
Average	**5.0%**	**5.6%**	**15.5%**	**32.7%**	**41.3%**	**89.4%**	**73.9%**

The majority of responses indicated a very high satisfaction with public works programs provided by the City (41.3%), while the lowest percentage of response indicated very low satisfaction (5%). Table 20 shows the trend of these measures over the last five years.

Table 20. Five Year History of Public Works Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
General appearance along City streets and major corridors	95.2%	96.9%	95.4%	93.7%	90.4%	-3.5%	-5.0%
Quality of City streets (i.e., street paving, maintenance)	94.7%	94.8%	94.1%	92.7%	88.7%	-4.4%	-6.4%
Quality of garbage collection and recycling services	96.3%	96.6%	94.6%	95.3%	93.1%	-2.3%	-3.3%
Visibility and maintenance of street signs	96.0%	96.4%	97.0%	97.1%	94.7%	-2.4%	-1.3%
Maintenance of street lights	95.9%	94.4%	95.2%	95.6%	92.4%	-3.3%	-3.6%
Quality of stormwater drainage in your area	88.3%	89.8%	90.9%	89.4%	81.1%	-9.2%	-8.1%
Capital improvements (streets, bike paths, sidewalks)	94.8%	91.2%	91.9%	90.2%	85.4%	-5.3%	-9.9%
Average	**94.5%**	**94.3%**	**94.2%**	**93.4%**	**89.4%**	**-4.4%**	**-5.4%**

As the table above indicates, overall satisfaction with public works has declined by 4.4% over the last year alone. The steepest decline contributing to this reduction is in the satisfaction with stormwater drainage (9.2%). This may be due to significant flooding that occurred last year near Dunlawton and other flooding issue around the City.

Table 21 includes a sample of comments written by respondents related to public works. As with other sections, we have included samples of comments that are smaller in length in this section. However, when performing a word search upon the entire comment section (Exhibit 1), the word "Flood" appears 34 times.

This is a significant issue on the minds of residents and the City has already begun to apply more resources to attend to this problem. Some of the additional work on flooding that staff has already begun or will begin within the next few months include:

- Reducing the backlog of ditch maintenance in order to increase water storage capacity, flow and recharge;
- Cleaning catch basins and storm drains;
- Assessing the inventory of pipes to determine the best course of action on replacing or repairing damaged pipes;

- Conducting a stormwater master plan;
- Requesting funding from granting agencies for stormwater improvements; and
- Reallocating unused funds for project engineering and other needed capital projects.

Table 21. Sample Comments Related to Public Works

District	Street/Subdivision	Comment
1	Sleepy Hollow	Please speed up drainage improvements.
1	Woodlake	Storm water drainage needs to be revisited along spruce creek and commonwealth. Yards continue to flood during rain.
2	Brandyhills	I've noticed our roads have more potholes and those potholes are taking longer to get fixed than they used to. Water retention ponds & ditches aren't cleared as quickly as in the past. That's how I figure the "economy" of the city is doing. It's getting better but still isn't where it was 10 yrs ago. That said - we have EXCELLENT garbage service! The nightmares I hear from relatives/friends up north - yikes!
3	Not Recorded	The signs on Dunlawton are too small. Due to the distance they are from the road. can they be a little larger due to the amount of info on them and at 45 miles an hour it is too difficult to read
4	Central Park	We do not like how the road was changed making access to the other side of the interstate or to the interstate now precarious... at Dunlawton and Taylor Branch Road... also repaving seems to be taking a very long time! Thanks for keeping the town clean :)

General Services

The 2015 survey asked respondents to answer eight questions related to conducting general business with the City. Table 22 shows the breakdown of answers received for these questions.

Table 22. 2015 Satisfaction With General Services

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
Ease of transacting business with the City	5.9%	9.4%	21.1%	35.2%	28.4%	84.7%	63.6%
Ease of on-line transactions through City website (port-orange.org)	5.1%	6.0%	17.5%	30.3%	41.0%	88.9%	71.4%
Ease of access to public records	6.0%	7.8%	22.4%	30.4%	33.3%	86.1%	63.7%
Courtesy and helpfulness of City employees	5.1%	7.3%	15.5%	31.1%	41.0%	87.6%	72.1%
Accessibility of elected officials	10.8%	11.4%	19.8%	28.9%	29.1%	77.8%	58.0%
Accessibility of City management	11.1%	11.6%	18.9%	29.0%	29.4%	77.3%	58.4%
Informing citizens about City programs, services, issues	6.5%	8.9%	25.2%	33.9%	25.4%	84.6%	59.4%
Responding to citizen opinions and concerns	14.9%	13.0%	25.3%	27.2%	19.6%	72.0%	46.7%
Average	**8.2%**	**9.4%**	**20.7%**	**30.8%**	**30.9%**	**82.4%**	**61.7%**

The majority of responses indicated a high or very high satisfaction with general services (61.7%), while the lowest percentage of responses indicated very low satisfaction (8.2%).

Table 23 shows the trend of these measures over the last five years.

Table 23. Five Year History of General Services Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
Ease of transacting business with the City	92.0%	89.8%	88.7%	90.2%	84.7%	-6.1%	-7.9%
Ease of on-line transactions through City website (port-orange.org)	92.1%	85.8%	91.8%	90.2%	88.9%	-1.5%	-3.5%
Ease of access to public records	91.6%	87.2%	90.5%	89.7%	86.1%	-4.0%	-6.0%
Courtesy and helpfulness of City employees	95.2%	92.3%	91.0%	92.5%	87.6%	-5.3%	-8.0%
Accessibility of elected officials	91.0%	85.9%	82.3%	83.8%	77.3%	-7.7%	-15.0%
Accessibility of City management	88.8%	80.7%	81.3%	85.0%	77.8%	-8.5%	-12.4%
Informing citizens about City programs, services, issues	93.5%	89.4%	85.0%	88.5%	84.6%	-4.4%	-9.5%
Responding to citizen opinions and concerns	84.7%	82.8%	78.5%	80.4%	72.0%	-10.4%	-15.0%
Average	**91.1%**	**86.7%**	**86.1%**	**87.5%**	**82.4%**	**-6.0%**	**-9.7%**

As the table above indicates, overall satisfaction with general services has declined by almost 10% over the last five years. The steepest declines contributing to this reduction were in the following areas:

- Accessibility of elected officials (-15.0%)
- Accessibility of city management (-12.4%), and
- Responding to citizen opinions and concerns (-15.0%)

Some of this decline might be attributable to the significant vacancies over the past year in key positons including the City Manager, Assistant City Manager, Finance Director, Public Works Director, Utilities Director and others.

Table 24 includes a sample of comments written by respondents related to general services. Exhibit 1 includes all responses.

Table 24. Sample Comments Related to General Services

District	Street/Subdivision	Comment
2	"Are you kidding?"	The employees on the front lines of port orange are pleasant and helpful. The administrators and others in higher office are inaccessible and abrupt. Major events going on in the administrative offices are kept secret from the citizens, such as why so many people grabbed their bags and got out of the government offices. Not a word. I guess you think we have no right to know what is going on with our tax dollars. I shouldn't have to attend a meeting to find out. There are such things as web-sites and newspapers.
Don't Know	Cambridge	I just want to mention that Julia Wiggins has always been so helpful. I hear she is a dedicated employee. That's certainly what we need in Port Orange.
4	Not Recorded	Our city is a great place that needs bold elected officials and a new manager that is no afraid to make changes to move us from a nod and wink governance to an accountable modern efficient business like model. the ways we have always done things have been outgrown and we need to grow up wake up and change.
4	Oakland Park	The Port Orange officials....elected and appointed, are truly those who care for Port orange and its residents. We have so much to be thankful for here. Port Orange is a model community. God Bless us all!

Quality of Life and Value of Services

The 2015 survey asked respondents to answer nine questions related to quality of life within the City. Table 25 shows the breakdown of answers received for these questions.

Table 25. 2015 Satisfaction With Quality of Life

Program / Service	Very Low	Low	Satisfactory	High	Very High	Percent Satisfied	Percent High / Very High
As a place to live	1.8%	2.1%	8.1%	25.9%	62.1%	96.1%	88.0%
As a place to raise children	2.1%	2.2%	8.2%	26.2%	61.4%	95.8%	87.5%
As a place for shopping, dining and entertainment	2.2%	3.8%	12.6%	31.4%	50.1%	94.1%	81.5%
As a place for work	7.7%	9.3%	21.6%	24.2%	37.0%	82.9%	61.3%
As a place to retire	3.3%	3.8%	12.4%	24.6%	55.9%	92.9%	80.5%
Overall safety of residents	1.8%	3.5%	10.2%	34.1%	50.4%	94.7%	84.5%
Overall economic health of Port Orange	2.0%	4.6%	19.8%	36.2%	37.5%	93.4%	73.6%
Ease of driving within Port Orange	10.4%	13.9%	19.6%	28.2%	27.9%	75.7%	56.1%
Overall quality of life in Port Orange	1.5%	3.7%	10.2%	36.3%	48.4%	94.8%	84.7%
Average	**3.6%**	**5.2%**	**13.6%**	**29.7%**	**47.9%**	**91.2%**	**77.5%**

The majority of responses indicated a very high satisfaction with quality of life measures in Port Orange (47.9%), while the lowest percentage of responses indicated very low satisfaction (3.6%).

The highest satisfaction rate was "Port Orange as a place to live" at 96.1%. The lowest satisfaction rate was the ease of driving within Port Orange (75.7%).

Table 26 shows the trend of these measures over the last five years.

Table 26. Five Year History of Quality of Life Ratings that were Satisfactory or Higher

Program / Service	2011	2012	2013	2014	2015	1-Yr Change	5-Yr Change
As a place to live	98.9%	97.5%	97.6%	97.7%	96.1%	-1.7%	-2.9%
As a place to raise children	98.7%	97.5%	96.0%	96.7%	95.8%	-1.0%	-3.0%
As a place for shopping, dining and entertainment	95.8%	96.9%	95.7%	94.2%	94.1%	-0.2%	-1.8%
As a place for work	85.5%	83.7%	81.0%	82.6%	82.9%	0.4%	-3.0%
As a place to retire	95.2%	94.8%	94.6%	94.8%	92.9%	-2.1%	-2.5%
Overall safety of residents	98.1%	97.7%	96.6%	97.0%	94.7%	-2.3%	-3.4%
Overall economic health of Port Orange	92.5%	92.3%	92.7%	95.5%	93.4%	-2.2%	1.0%
Ease of driving within Port Orange	95.1%	92.7%	90.9%	82.0%	75.7%	-7.7%	-20.4%
Overall quality of life in Port Orange	98.6%	97.4%	97.3%	97.4%	94.8%	-2.6%	-3.8%
Average	**95.4%**	**94.5%**	**93.6%**	**93.1%**	**91.1%**	**-2.1%**	**-4.4%**

As the table above indicates, overall satisfaction with the quality of life in Port Orange has declined by 4.4% over the last five years. The majority of this decline is due to the significant decrease in the measure "Ease of Driving," which declined more than 20% over the last five years. While staff has only included a few comments on traffic in this section, a search on all comments (Exhibit 1) returns 150 matches for the word "Traffic." Reading through the comments, it is apparent that traffic is an issue with many residents. While growth is expected to continue, close coordination with the State and County will be necessary to improving the traffic issues in the City.

Table 24 includes a sample of comments written by respondents related to quality of life in Port Orange. Exhibit 1 includes all responses.

Table 27. Sample Comments Related to Quality of Life

District	Street/Subdivision	Comment
1	Hidden Village	Better coordination of the traffic lights on Dunlawton to ease traffic delays. Increase floral and other landscaping around the city roads to beautify scenery.
3	Crane Lakes	Roads are getting too crowded. Traffic lights need better timing.
1	Isabelle Ave	Just moved to DeLand last week. The area around Isabelle Ave is not nice. KNOWN drug dealers, fighting, sex offenders, etc. Terrible area to raise children.
1	Harbor Oaks	We're very happy living in Port Orange. We moved from a large southern city and find a much higher quality of life here. Recently purchased our home and plan on staying here for the remainder of our days. Our child loves it here too. Thank you.
1	Riverside Drive	Port Orange is a wonderful city to live in. The quality of life is very good. The indigent population seems to be growing fairly rapidly and I'm concerned that this will negatively impact the future of the town. It is quite shocking to me to find out that the free lunch program at the schools is so popular. 53% of kids at Port Orange elementary! Overall, Ken Parker has done a great job. Sorry he is gone.
2	Willow Run	Traffic pattern for new development at Dunlawton & 95/Taylor was poorly planned. Should not have re-routed canal, understanding what re-directing of nature accomplished in 2004. Too much focus on business and not quality of life for residents.
4	Oakland Park	20yrs ago "Quality of Life" here was a 5+. It has been on the decline since. Growth and Development are inevitable, but "Quality of life" should be the check and balance. It clearly looks like there is a sense of build it first and then figure out the traffic, QOL impact on residents and etc.

Value for Services

As part of the survey, we asked residents to indicate how they feel about the value they receive for the services that the City provides. The responses for 2015 are listed below in Table 28.

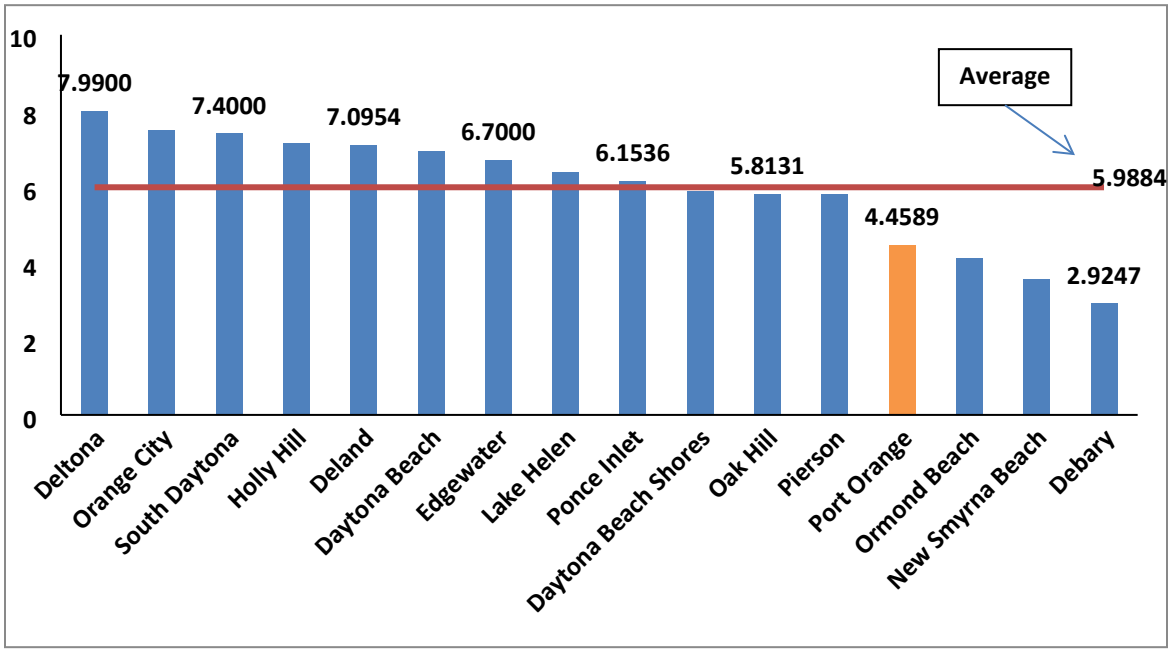
Table 28. 2015 Value for Service Responses

Program / Service	Poor	Fair	Good	Excellent	% "Good" or better
How do you feel about the value of these City services?	4.2%	30.9%	41.9%	23.0%	64.9%

Most of the respondents indicated they feel they are receiving good value for their tax dollars in regards to services provided by the City of Port Orange.

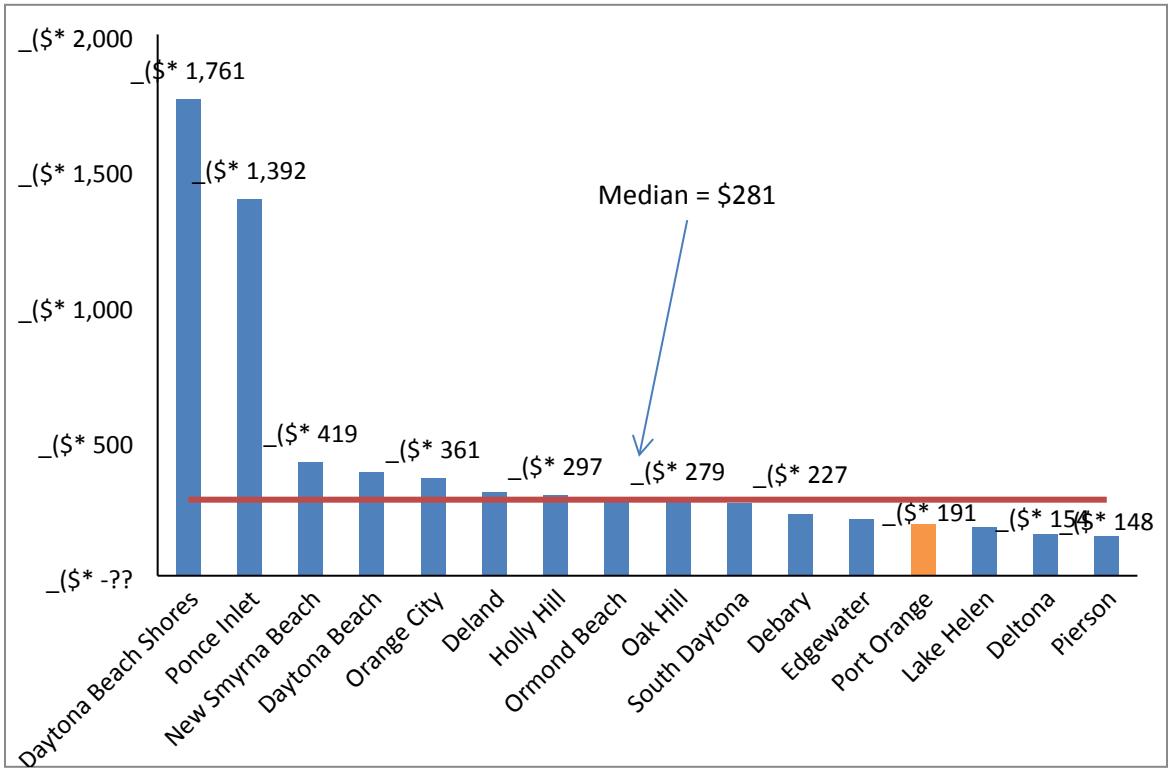
While the customer satisfaction rate for value of services was almost 65% (a combination of "good" and "excellent" value scores), Port Orange's tax rate is one of the lowest in Volusia County (Figure 4).

Figure 4. Adopted Operating Millage for Volusia County Cities FY 2014-15



As Figure 4 indicates, Port Orange assessed the 4th lowest operating tax rate in the County for this fiscal year. In addition, the City levied the 4th lowest taxes per capita (Figure 5).

Figure 5. Ad Valorem Taxes Levied Per Capita for Volusia County Cities FY 2014-15



Civic Involvement

The 2015 survey asked respondents to answer eight questions about how involved they were over the last year in city events or meetings. Table 29 illustrates the responses.

Table 29. 2015 Reponses to Civic Involvement Questions

Question	Never	1-2	3-10	11-25	>25	% Who Have	% Who Have Not
Attended a City sponsored event (Art Show, Concert in Park, Family Days, JazzFest, July 4th, Christmas Parade)	19.1%	40.6%	34.4%	4.5%	1.5%	80.9%	19.1%
Participated in a City recreational program or activity	54.8%	27.2%	12.6%	3.5%	1.9%	45.2%	54.8%
Visited a Port Orange City Park	7.5%	22.3%	36.6%	19.2%	14.4%	92.5%	7.5%
Required Police or Fire/Rescue Service	62.2%	30.9%	6.3%	0.7%	0.0%	37.8%	62.2%
Attended a City Council Meeting	75.7%	16.7%	5.7%	1.0%	0.9%	24.3%	75.7%
Read the City's Quarterly Newsletter (mailed to all utility customers)	8.4%	16.6%	50.6%	15.8%	8.6%	91.6%	8.4%
Watched any of the programming on cable-TV Channel 498 (pogTV)	70.4%	14.7%	9.5%	3.5%	1.9%	29.6%	70.4%
Visited City website (port-orange.org)	7.4%	18.0%	33.5%	27.2%	13.9%	92.6%	7.4%
Average	**38.2%**	**23.4%**	**23.7%**	**9.4%**	**5.4%**	**61.8%**	**38.2%**

As Table 29 indicates, a significant percentage of respondents did interact with the City in half of the areas listed above last year. In fact, most respondents:

- Visited the City website (92.6%),
- Visited as Port Orange city park (92.5%),
- Read the City's quarterly Newsletter (91.6%), and
- Attended a city sponsored event (80.9%).

Conclusion

The number of responses remained steady at 1,160 this year. This is a significant increase since the inception of electronic surveys in 2013.

While the average satisfaction rating remains relatively high at 88.4%, it has declined from its high in 2011 (94.2%). The highest satisfaction rating in 2015 was "Port Orange as a place to live" at 96.1%. The lowest satisfaction rating in 2015 was "Responding to citizens' opinions and concerns" at 72%.

The reduction in overall satisfaction may be linked to the City's reduction in average filled positions. This past year the City realized its highest turnover rate in the last three years at 18.9%. As the City struggles to attract and retain qualified individuals, attending to regular business and citizen concerns (not to mention improvements in processes) becomes increasingly difficult. While this may explain some reduction in satisfaction, actual events may have also played a role such as recent flooding events and road construction.

In order to try and stem the downturn in satisfaction, the City has recently adopted a new strategic plan, begun to address personnel issues and improve processes. In addition, the City has filled a number of key positions, which is beginning to pay dividends. While staff is working towards additional improvements, these may occur at a steady rate over time. However, additional will rely on the future availability of funding.

Attachment A – Survey Instrument

-

City of Port Orange

Dear Resident,

We have developed this short survey to get your input on the different programs and services the city provides. Your participation is vital to the success of Port Orange. Please take a few minutes to complete the survey. March 10, 2015, is the last day you can provide your input.

Your responses will give the city a better understanding of how we are performing and which quality of life issues are important to you. They will also assist the city in budgeting and planning for the future of our great community.

Survey results will be linked to the city's web site (www.port-orange.org) and presented to the City Council. In addition, copies will be made available for review in the City Clerk's office and at the Port Orange Regional Library reference desk.

If you have any questions concerning this survey or its results, please feel free to contact our Interim Assistant City Manager Alan Rosen at 386-506-5501.

Thank you for participating.
Sincerely,
Allen Green, Mayor

2015 Citizen Survey

District

Select the district where you live. Select

- Click here if you are unsure of your district, and would like to view the District Map.

In your opinion, how would you rate the programs and services provided by the City of Port Orange?
If you are unable to respond to any specific statement because you don't know about a specific topic, please select "DK" after the statement.

Use the following scale for responding to questions in this section.
1 = Very Low, 2 = Low, 3 = Satisfactory, 4 = High, 5 = Very High, DK = Don't Know

Fire/Rescue Services and Programs

Quality of Fire/Rescue Services	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Safety Programs (CPR, Fire Safety, Flu Vaccination)	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Calls for assistance and aid	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
If you received medical treatment from Fire Rescue, rate the level of satisfaction with the care you received.	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Disaster Preparedness (Emergency Management)	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK

Police Services

Quality of Police Services	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Response time to emergency situations	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Police Protection and Investigations	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Crime Prevention and Education	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK
Quality of Traffic Enforcement	○ 1	○ 2	○ 3	○ 4	○ 5	○ DK

Parks and Recreation	
Appearance of City parks and recreational facilities	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Number of City parks and recreational facilities	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of youth camps, recreation, and athletic leagues	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of adult leagues, clubs and recreational classes	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Variety of recreational and cultural activities offered	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Helpfulness of Program Leaders and Staff	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of Golf Course (Cypress Head)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
What park or recreational facility, program or service should be added or enhanced in Port Orange?	max 1000 characters

Community Development	
Appearance and quality of new development in the City	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Code Enforcement (illegal signs, tall grass, junk cars)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Business and Building Permitting	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
City Redevelopment efforts	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Managing and planning for growth	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Public Information	
Quality of information presented in City Newsletter	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of pogTV Channel 199 programming (as of March 3, Channel 498)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Information available on City Website (port-orange.org)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Public notification for City Council meetings, workshops, Code Enforcement, and Planning Commission meetings	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Public Utilities	
Quality of drinking water	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
If using City reclaimed water, please rate quality of service	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Utility customer service	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Public Works	
General appearance along City streets and major corridors	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of City streets (i.e. street paving, maintenance)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of garbage collection and recycling services	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Visibility and maintenance of street signs	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Maintenance of street lights	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Quality of stormwater drainage in your area	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Capital improvements (streets, bike paths, sidewalks)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

General Services

Ease of transacting business with the City	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Ease of on-line transactions through City website (port-orange.org)	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Ease of access to public records	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Courtesy and helpfulness of City employees	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Accessibility of elected officials	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Accessibility of City management	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Informing citizens about City programs, services, issues	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Responding to citizen opinions and concerns	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Port Orange as a Community

Please rate Port Orange as a community for each of the items below:

As a place to live	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
As a place to raise children	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
As a place for shopping, dining and entertainment	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
As a place for work	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
As a place to retire	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Overall safety of residents	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Overall economic health of Port Orange	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Ease of driving within Port Orange	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK
Overall quality of life in Port Orange	○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ DK

Other Information

Please check how many times, in the past 12 months, you or other household members have done the following things in Port Orange

City Function/Events/Service					
Attended a City sponsored event (Art Show, Concert in Park, Family Days, JazzFest, July 4th, Christmas Parade)	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Participated in a City recreational program or activity	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Visited a Port Orange City Park	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Required Police or Fire/Rescue Service	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Attended a City Council Meeting	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Read the City's Quarterly Newsletter (mailed to all utility customers)	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25
Watched any of the programming on cable-TV Channel 199 (pogTV - as of March 3, Channel 498)	○ Never	○ 1-2	○ 3-10	○ 11-25	○ More than 25

Visited City website (port-orange.org)	○ Never ○ 1-2 ○ 3-10 ○ 11-25 ○ More than 25

City Property Tax Question

A house with an assessed value of $200,000, and a homestead exemption of $50,000, costs a homeowner $668.84/year, or $1.83/day, for City Police, Fire/Rescue, Parks, Recreation, Street Maintenance, and other community services. How do you feel about the value of these City services?

○ Poor Value ○ Fair Value ○ Good Value ○ Excellent Value

Please tell us about you

To ensure the survey is representative of the citizens of Port Orange, we request some information about you. Please check the appropriate response.

How long have you lived in the City of Port Orange?	○ Less than 5 years ○ 5-10 years ○ 11-20 years ○ More than 20 years
Do you reside in Port Orange the entire year?	○ Yes ○ No
Which age group best describes you?	○ 18-29 ○ 30-45 ○ 46-55 ○ 56-64 ○ 64 or above
Counting yourself, how many people are living in your household?	Select ▼
How many in your household are under the age of 18?	Select ▼
Name of subdivision or street you reside	

Thank you for taking the time to complete the Port Orange Citizen Survey. If you have any comments or suggestions, please type them in the space to the right.

Submit Survey

Exhibit 1 – 2015 Citizen Survey Comments by District

All comments received are included below. They are listed by district.

Comments / Concerns / Etc.

District 1

Street/Subdivision: not recorded

Police officers breaking the rules. Not using their blinkers, driving using their computer while driving. They need to practice what they pull people over for.

72.239.208.125

District 1

Street/Subdivision: not recorded

Sell half the fleet of police cars and have the officers double up and don't allow them to take cars homes.that would save quite a bit of money and be safer for the officers. Sell or rent out the old police station on Dunlawton....it's such a waste of money just sitting there. I still wonder why we needed a new, much larger facility.

50.10.36.136

District 1

Street/Subdivision: not recorded

It's fine that you offer services to all. BUT there are people who can not afford to have there children do sports, or the elderly can afford to go places to do things. This is a growing city. But I see it that all the city wants to do is build more , and forget about what it was like back more than 25 years ago when people could raise family and be able to afford to let parents go to programs and for children to be able to do different things. The problem I see is that a lot of the reason we have teens doing bad is . Where are they to go when there parents are just making bills. What do these kids have to do? We as a community need to find some way, some how to get these kids active .

72.239.198.183

District 1

Street/Subdivision: 551 Ruth St. next to Hounson House Nightmare at 547

When police or Animal Control are called concerning a Dangerous Renter or their Animal, THE OWNER OF THE PROPERTYOWNER SHOULD BE CONTACTED AS WELL AS THE RENTERS! The person calling for Police should be able to enjoy their property with quiet safety. They should NOT be treated as the victim with the Police always siding with the renter and doing nothing . We have had to endure flooding and a house that should be torn down (547 Ruth St.)

104.10.129.229

District 1

Street/Subdivision: 3744 Jackson St. Port Orange, Fl

Please clean up PO the landscaping is neglected never watered, mowed etc. Ponds are not kept up, City Hall is a mess. People speed down our street and Mr. Ford does NOTHING about it despite the MANY emails I've sent. When I try to get my mail from our box I take my life in my hands because of the SPEEDING cars down Jackson St. Mr. Ford is aware of this but does NOTHING. Wish we hadn't invested so much in our remodel would like to move to Ormond Beach where they have their city at heart. I've lived here for 38 years but would sell out.

72.239.104.108

District 1

Street/Subdivision: 4911 Jackson Street (Mowery, Juanita)

I have tried nearly a year to get City to clean out canal in front of my home thru Citizen com. to no avail. I talked to lady(Mary Anderson) that was very rude to my daughter on phone and to this day nothing has been done. It IS CITY PROPERTY AND THIS CANAL SHOULD BE CLEANED. My neighbors home was flooded and the back part of my home was flooded. The mayor even knows this is City property and the City weed eats both sides of this canal regularly. Why can't someone take charge and get this done?? These homes were flooded when the one hurricane came thru a few years ago. The Elephant ears are getting bigger and bigger and the longer you wait to dig them out the bigger the job will be. Do we have to get an attorney to sue the City to get this done?? of this canal

72.239.209.108

District 1

Street/Subdivision: 5595 Lancewood Drive

There needs to be an investment in the Ridgewood corridor from north of Dunlawton through to Rosebay. That area has become Port Orange's dumping ground for businesses that would not be welcome anywhere else in the city. We have a potentially beautiful waterfront park area that can give our city a distinct identity instead of just suburban sprawl that can be "anywhere" USA. Maybe our city planners need to take a field trip to the New Symrna Beach Riverfront Park and see a nicely planned park that can accommodate many events their city puts on through out the year. My wife and I enjoy going there to the art shows,to see the 4th of July fireworks over the water and the Christmas Boat Parade. Its a shame our city just seems to neglect our waterfront and continues to push development west of the interstate. We've been hearing all about the plans for a waterfront park for the last 18 years now, so I will file that under the "believe it when I see it" file. Thank You. Sincerely, Charles Schwab

72.239.245.109

District 1

Street/Subdivision: 6th

It's great but expensive if retired

23.251.71.54

District 1

Street/Subdivision: Allendale

Riverwalk a great opportunity for parks, bike paths, restaurants, etc...

50.10.55.89

District 1

Street/Subdivision: allendale

never seen the newsletter

184.91.28.115

District 1

Street/Subdivision: Barnacle drive

Make city wi fi free

99.102.170.249

District 1

Street/Subdivision: Beacon Woods

Many children are in walking distance to school and are not provided a school bus. Sidewalks were put in for Silver Sands, which was greatly appreciated, but how is an elementary school child supposed to walk from the area of Beacon Woods to Sugar Mill Elementary? There are ZERO sidewalks once you get off of our street ALL the way to school. Truly unacceptable if these children are to be considered "walkers".

99.169.230.20

District 1

Street/Subdivision: Beacon Woods

I would like to see more code enforcement regarding unlicensed vehicles parked in driveways, overgrown lawns (creating a rodent/snake hazard), and particularly the corner of Jackson and Samms, when exiting Samms to turn north on Jackson, there are several overgrown bushes blocking view. Also a huge dump site that apparently goes unnoticed on the North West corner of Samms and Jackson that is partially covered by fencing - it is very unsitely and a hazardous area.

65.34.19.26

District 1

Street/Subdivision: Biro/Nixon

The best improvement this city should make is PRIORITIZE getting the River Walk project underway and completed. The negotiations never seem to get anything done. Please just move forward with it!

166.172.184.66

District 1

Street/Subdivision: Cambridge

There is a house in our neighborhood that has had a tarp on the roof for almost one year. The city should require the family to repair the roof. Isn't this a risk? In addition, this family has the police at their house twice weekly for some sort of domestic issue. The neighbors have moved because of the issues. Moreover, they never mow their grass, have vehicles parked in the front yard.

66.147.23.90

District 1

Street/Subdivision: cambridge villas

We have lived in this city since 1976. We live on the lake and are slowly loosing our property into the lake. Is there something the city can do. Not only does it come in from Rosebay, but the stormwater also contributes to the erosion. Please contact me at suzyq3609@msn.com

50.10.112.182

District 1

Street/Subdivision: Cardinal blvd

I live in the county area on beachside so most services I do not come into contact with. The trash folks are not as good compared to the ones who had the contract a few years ago. The recycling company has some folks one route who seem disgruntled. The bins are throw. In my driveway so I can't drive in. The trash guys are litigious about what they pick up. Not as laid back as wastepro guys.

166.172.185.116

District 1

Street/Subdivision: Christiancy Ave

I drive all over Port Orange and some of the properties are not well cared for, making whole streets or neighborhoods look decayed. Owners should be made to keep up on repairs & yard work. When I started visiting this city 25 years ago it was pristine. Now some neighborhoods are very run-down.

99.170.115.66

District 1

Street/Subdivision: Common Wealth Estates

Safety of neighbor hood .... We are not there year around and when we are we hear of lots of break ends ... We have had the same problem, breaking into pad lock sheds .... Stealing any thing you might leave out side .... Might have to sell out ... It worries us that our place is not safe.

66.66.31.245

District 1

Street/Subdivision: commonwealth

Home owners should know exactly the rules of putting water and rubbish on vacation. Because when returning to Port Orange, and your water is turned off (without you knowing) it causes a lot of problems. Such as sanitation,and frustration, plus a LARGE fee for an after hour turn-on.

184.91.24.128

District 1

Street/Subdivision: Commonwealth

We need better and more lighting on Rogers Ave. and more Police patrols as there are many problem individuals in the area.

184.91.37.205

District 1

Street/Subdivision: Coral Way

Get the traffic lights on Dunlawton programmed to avoid all the stop and go.

24.110.68.232

District 1

Street/Subdivision: DALFORD

I THINK YOU AS A CITY ARE ONLY THINKING NEW AND ARE NOT ABLE OR ABLE TO MAITAIN THE CITY LOOKS NOW , TREES NOT TRIMMED GRASS OVER GROWN ON CITY PROPERTY , DIRTY WALLS ECT.

72.239.217.207

District 1

Street/Subdivision: Dunlawton Hills

I would love to see an Adult Education service provided. In Flagler County they offer all kinds of classes and exercise groups at very reasonable rates. Things like sign language, cooking, belly dancing, scuba classes. It would make living in Port Orange much more enjoyable.

173.168.37.38

District 1

Street/Subdivision: Dunlawton Hills

I believe you have set yourself up for failure. Allowing all these new buildings with many, many sitting empty. The traffic has become a nightmare. I know more business means more tax money, but how sustainable are these businesses. Everything can not be about the instant money, but on the long term. Have you added police and fire fighters for all this new growth? Have you considered the possibility you will need more schools especially high school? What about the environmental impact? What about the flooding issues you already have?

72.239.216.90

District 1

Street/Subdivision: dunlawton hills

We so enjoy living in Port Orange. Look at many real estate/places to live. Would not trade Port Orange for any other.

166.175.191.63

District 1

Street/Subdivision: Dunlawton Hills

The only downside to living in Dunlawton Hills is the holiday parade that stages on Jackson and starts at Nova & Dunlawton. I wasn't able to get into Dunlawton Hills because all the entrances were blocked off, people/cars blocking and no police officers available to get access to my home. I was out of town and had to wait just over 2 hours before I could drive home and then some of the barricades weren't removed immediately and still blocking the entrances.

108.240.193.139

District 1

Street/Subdivision: Dunlawton Hills

Thank you. This is a lovely place to live

72.239.222.149

District 1

Street/Subdivision: East Bayshore

The east side of the City should table ALL the grandfathering and dumping of unwanted business to improve the area. Eventually all areas of the City will age and the will encounter the same improvement issues. NO more bars, tattoo parlors dumping of child molesters in the cheap housing. This is Port Orange's waterfront community and should be cherished as such. NO MORE GUN STORES...we do not want them in our backyards. The PD has been a strong presence in our area..the house on the corner of E Bayshore and Magnolia STILL has issues. They have figured out the PD is there early in the am. It is improving slowly. Peppercorn's is an example of an excellent business. I hope more follow their lead. One more junk/thrift store and I will weep! Please try to keep the homeless from wandering through our neighborhood. They switch from US 1 to E Bayshore. I thank Bob Ford for his tireless efforts to our area!

72.239.193.18

District 1

Street/Subdivision: Falling Tree Lane

Would like to have resident membership at golf course similar to that of Daytona Beach. I believe that would increase the year round usage plus provide a quick cash influx that

could be used to improve overall quality. Suggest you poll residents regarding their thoughts on this manner to include an estimate of yearly membership

108.94.96.125

District 1

Street/Subdivision: Greenbriar Ave

Please PLEASE reconsider the way the Taylor Rd/Dunlawton intersection is being arranged. I find myself making excuses to not go anywhere close to that area.I used to bank and shop on Taylor Rd. I go elsewhere now. I-95 S.? Just drive to NSB,where I have found very nice shopping and other things to do. I-95 N.? Nova to Beville. Such a shame to do the majority of the development in an area that is so poorly accessable.

172.11.142.154

District 1

Street/Subdivision: Halifax Shores

Bicycle lanes should be wider. Crossing Dunlawton on foot is hazardous. Dunlawton has deteriorated since moving her in 1996 and it should be our showcase. Dunlawton and Ridgewood need a total facelift.

72.188.128.135

District 1

Street/Subdivision: Harbor oaks

Our area is overlooked by the council. Ridgewod and Harbor oaks is a dumping ground that could be a really nice jewel for the city. The mayor and council are too concerned with west port orange. That area is now too crowded and looks ugly.

72.239.209.29

District 1

Street/Subdivision: Harbor Oaks

The intersection of Halifax and Dunlawton is extemely dangerous. The restaurant patrons just merely cross Halifax to and from the restaurant, without a glance for any

traffic. If you are in a vehicle turning left onto Halifax there is barely enough room to stop for pedestrians as they dart across.US! N of Nova could use a few trees,

72.239.248.36

District 1

Street/Subdivision: Harbor Oaks

We're very happy living in Port Orange. We moved from a large southern city and find a much higher quality of life here. Recently purchased our home and plan on staying here for the remainder of our days. Our child loves it here too. Thank you.

50.10.49.106

District 1

Street/Subdivision: harbor oaks

it would be nice if you could finish the sidewalk on the east side of spruce creek south of oak st. the street is too small . even if the property in question is owned privately you could get a easement, buy it whatever but that part of spruce creek is very dangerous to bikes and to pedestrians Please finish the bike path. it will get you votes

72.239.241.25

District 1

Street/Subdivision: Harbor Oaks

Would still like to see a walking path/bicycle path on Riverside Dr/Halifax Dr. Many people use this road daily and even though the speed limit is 25 it's still dangerous

70.209.49.179

District 1

Street/Subdivision: Harbour Oaks

I moved to Port Orange less than a year ago. So far, I find that it is a quite a peaceful, comfortable and safe place to live. I find the city to be generally clean as well. I visit the parks around where I live every now and then to do some writing and they are always clean and kept well. Sure there are some problems with traffic flow and some U-turns on

Dunlawton Ave. But frankly, I feel traffic is more of a population problem than a transportation problem. There's just too many people... There are a couple places where the roads maybe could have been planned out better, like at the Pavillion center. But, Oh well. Really no big deal. A little while ago, the garbage collection was missed at my house. My neighbor said to go to the city'e website to the Citizen Service page. I was able to send in a notice that my trash was missed, and they came by and got it the same day. This was a good service to have, I think more cities should do this. I definitely could have used it where I used to live. Oh, maybe a nature bike trail somewhere? That would be nice. Overall I like living here so far! I think it's good that you provide this survey to citizens too. Thanks.

172.20.4.78

District 1

Street/Subdivision: Harbour Oaks

Since the changes in Dunlawton Ave near BJs the traffic lights seem to be always red when I come to them. The average speed along Dunlawton seems to be about 35 mph now and groups of cars are stopped at every light. This cuts mileage and contributes to carbon emission. Please look into extending the time between the call enabling to cut the stop and go we have at present.

72.239.206.17

District 1

Street/Subdivision: harbour point

Enforce current codes/laws concerning visible junk and trash related to illegal street scavenging of junk; e.g., at the used car/junkyard at the corner of Niver and S. Ridgewood.

72.239.203.202

District 1

Street/Subdivision: Harbour Point

Contractors who violate the rules with respect to either not getting a permit or posting a permit on the worksite and code enforcement indicates they have to post permit at the jobsite before they begin the job are not fined when they violate the rule(s) that are supposed to be enforced by the codes department. Your own codes department told us

that contractors are not fined yet the resident is held to the standard. Selective enforcement looks to be one of the problems.

72.239.224.123

District 1

Street/Subdivision: Harbour Point

Driving on Dunlawton is terrable

67.8.144.248

District 1

Street/Subdivision: Harbour Point

The building and zoning department does not apply permit requirements equally and uniformally, and is not aware of a lot of building going on without permits, especially along the water.

72.239.214.65

District 1

Street/Subdivision: Herbert Street

The former City Manager was very responsive to email from its Citizens. "New Staff" does not even answer citizen's emails. The City MUST do something about the flooding off Herbert Street / Eddy Lane / Lex Court. If the City continues to refuse to do something, they will be held accountable for their inactions. Overall, this is a great place to raise kids and most areas of the city are safe. As a business owner, the City's Code Enforcement needs to back off of businesses that are trying to make a living and are taking old vacant buildings and fixing them up. Of course to run a business you need signs so people know you are there! No we don't want you to tell us what color we must paint our business. We don't need you threatening us with heavy fines if we don't comply within 3 days! We need you to go after people that deserve it! For some reason, they seem to be the ones that fall through the cracks! More policing is needed around the low income apartments by Dunlawton and the railroad tracks. Thanks for asking for our input. Please listen to it and plan accordingly. Thank you.

67.79.188.220

District 1

Street/Subdivision: Herbert Street

Hello my name is Kyle Oberst. I moved to Port Orange a little over a year ago. I just recently bought a house at 700 Herbert street. I have to say I am appalled at the lack of care the city shows for the residents of Herbert street, specifically in the area between Ridgewood and Nova rd. The street has flooded horribly twice and many houses flooded during this time. The city has not done one thing about the flooding even though I know that they are aware of it due to the many complaints they have received for it. Also for some reason this section of the street does not have a sidewalk and I think that is very reckless and dangerous. Down the street from my house is Silver Sands middle school. Every day I see children walking down the side of Herbert street and because there is no sidewalk they are way to close to the cars. The city is beautiful and I love the city parks and events, but something needs to change. I am so tired of feeling ignored. I sent an email about this flooding issue on December 1st, 2014 to the Mayor and City Manager and neither responded back to me. I hope that you read my survey and actually make some changes whether that be going ahead and fixing the flooding issues on Herbert street or maybe hiring a new Mayor and City Manager who will fix the flooding issues that are causing safety concerns to the citizens of Port Orange. Thank you, Kyle Oberst

67.79.188.220

District 1

Street/Subdivision: hidden village

better coordination of the traffic lights on dunlawton to ease traffic delays. increase floral and other landscaping around the city roads to beautify scenery.

72.239.201.165

District 1

Street/Subdivision: Hidden Village

I would like to see something done about the litterbugs from Wendy's (not blaming Wendy's but their patrons) There is a lot of trash down Jackson from people who leave there and throw the Wendy's cups and bags out their windows. Sometimes it even lands in our back yard which we do not appreciate. Maybe a "please don't litter" sign could be erected. Thanks for your help!

72.239.231.183

District 1

Street/Subdivision: Isabelle

Police act like gestapo. Protect and serve more like strong arm and harass. I am very disappointed in the police department and feel they should have to answer to a civilian oversight committee. I am not a criminal or engaged in any criminal activity but I am a veteran.

72.239.194.117

District 1

Street/Subdivision: isabelle

Landlords need to keep up their property, some are in real bad shape. most are in the Allandale area

184.91.28.99

District 1

Street/Subdivision: Isabelle Ave

Just moved to DeLand last week. The area around Isabelle Ave is not nice. KNOWN drug dealers, fighting, sex offenders, etc. Terrible area to raise children.

107.146.106.36

District 1

Street/Subdivision: Jackson Street

We have been asking for years for the repaving of our street between Canal View and Oak Street, other side of Jackson Street has been repaved and is wonderful, cars fly down my streets and the edge of the roadway (not even sidewalks) are caving into the canal on my side of the street, just waiting for a car to drive into our ditch daily.

209.65.177.129

District 1

Street/Subdivision: Jane Ann St.

The sidewalks on my street are terrible. the concrete seems to be breaking apart. Also, I wish there was a city park closer to my home

199.48.201.7

District 1

Street/Subdivision: Joan Ln.

Fix the lighting in the Sign on City Center & Clyde Morris Blvd.(It hasn't working in Years). Brighten and Clean up the Main entrance at City Center & Dunlawton Blvd. Also, make sure all the sidewalk lights work on both sides of the street at the same time at night. Some work and some do not work. Down Dunlawton from I-95 to the beach.

72.239.219.41

District 1

Street/Subdivision: lancewood dr

I have old trailer behind my property that no one has lived in for last 20 years can you help getting clean up thank you Bob

72.239.107.231

District 1

Street/Subdivision: Lancewood Drive

Better code enforcement. We have had a continuous problem with scrappers on our street, with nothing being done to fix or stop it. More and better parks in the southeastern part of the City...just because we live in the "lower/middle class" area doesn't mean we don't deserve to have nice, easily accessible parks in our area. Do something about the Ridgewood corridor! So many unsightly businesses, empty lots and businesses, shady motels, etc...

74.191.71.16

District 1

Street/Subdivision: landis ave

2 major dislkes: the urban forest being cut down and traffic had become congested. thanks

98.65.164.253

District 1

Street/Subdivision: Lemon

Trafic on Dunlawton is terrible

67.8.144.248

District 1

Street/Subdivision: Little Town Rd

Bike paths are needed along Spruce Creek Rd, between Little Town Rd and Dunlawton, that portion of Spruce Creek is not wide enough for cars and bicycles. Also there are quite a few sidewalks that are uneven, different levels, that are a trip hazard in District 1. Thanks !

72.239.252.113

District 1

Street/Subdivision: Locust

Fix the water department! The security deposit amount is ridiculous. I have had to call for yard waste pick up every time I have some because they never pick it up. Tree Permits is another thorn in my side. I was refused a permit to take down a tree that is causing property damage because of it's size, yet FPL can take down trees of the same size.

72.239.253.198

District 1

Street/Subdivision: Madeline

The litter problem is horrifically out of control in Port Orange. I pick up a bag of trash(per mile) every day on my walk only to fill another one or two the following day. We desperately need a crackdown.

24.233.129.153

District 1

Street/Subdivision: maplewood

email the news letter.

72.239.208.167

District 1

Street/Subdivision: Maplewood Estates

Are the streets and sidewalka in this community maintained by the City. Our sidewalks are very old and need some attention before some of the elderly trip and fall on the broken pieces that stick up. I am concerned for their safety. Thank you, Sandra J Carey 5609 Newman Drive.

50.176.247.219

District 1

Street/Subdivision: moonstone court

I believe the police need to find better things to do with their time instead of sitting in front of The Port Hole and in Countryside for hours at a time obviously trying to entrap vehicles. I also feel the animal patrol needs to be consistent with their job. I also had to call 911 over one year ago and it took over 5 minutes for the police N evacuation to get to my residence. The officer was demanding to know what drugs was I on because someone of my age should not be having the symptoms I was displaying. I had a baby 6 weeks prior and was diagnosed with post Pardum cardiomyapathy. There were no drugs found in my system!! I lost all respect for Port Orange police after that evening and feel that the PO police need to hire mature professionals.

66.87.149.120

District 1

Street/Subdivision: Moonstone Court

Just the fact that you asked our opinion is commendable. Been here one year+ and really like Port Orange.

108.249.137.51

District 1

Street/Subdivision: Nixon

All the new road construction, especially on dunlawton is kind of excessive. Dunlawton was fine, a road in decent enough condition, but a lot of money is being dumped on it to re pave it unnecessarily when there are plenty of other roads around that need the attention and money a lot more. For example; US1 around and south of dunlawton has been in horrible condition for years now, yet I've seen no attempts at repair while the focus remains on roads that are not in need of repair. On a lighter note, I am pleased to see that the port orange police department has backed off of commuters some. In previous years I felt unsafe driving these roads because I couldn't leave my house without seeing someone pulled over somewhere in town. I seriously doubt the citizens of this town were all breaking traffic laws to such an extent, and I also doubt that their driving habits have changed much, however it does seem like the over-zealous police presence has finally reached a lesser state, which makes me feel much better and safer driving here.

184.91.21.107

District 1

Street/Subdivision: Nixon Lane

feel like the forgotten district

72.239.240.154

District 1

Street/Subdivision: Nova Road

Mostly good, I had to be treated and transported by paramedics, they were rude to say the least Port Orang needs some businesses/industry that can afford to pay a living wage. A living wage is at least $13 per hour, and then only if you are full time.

71.22.226.67

District 1

Street/Subdivision: Oakland park

The way they have changed the traffic flow on Taylor Branch road is a nightmare. You have made it worse for everyone traveling that area. Quit building and preserve some of the precious land. For a city that called itself the tree city now seems to be more of a cement and curb city. Tearing down so many beautiful trees is a crime. Very disappointed with the city office.

72.239.204.203

District 1

Street/Subdivision: oates ave /port orange

KEEP UP THE GOOD WORK, L.MILLER

98.65.165.67

District 1

Street/Subdivision: ocean ave

We need a city government that cares about the citizens! The city government is not being responsible for what has been going on in the city for years- just their special interest items. The mayor just is for himself and his buddies. I really wish I could afford to move out because I am so sick of all the stuff that the mayor, city council, some of the employees, our "late" city managers and his cronies that they called city department head managers. The city use to be great, my father grew up here and so did I. You wanted my opinion, so you got it. Please quit wasting the city money, giving away dirt and projects that only serve a very few citizens. Think of the majority of citizens- not just the ones that the mayor favors

72.239.211.216

District 1

Street/Subdivision: Off Spruce Creek Road

The city, mostly the police department has been difficult to work with in the past. As a business owner, I have tried to work with the department and I have been met resistance. It is much easier to work together to accomplish what everyone wants. The leaders should be more willing to work together (with citizens) to resolve issues.

71.43.11.20

District 1

Street/Subdivision: Old Sugar Mill Rd.

I have lived here for the past 35 years. I know that a city must grow as time goes by. The biggest problem that I have encountered over the years, is the ever present traffic overload on Dunlawton Ave. Although the roadway has been expanded to its maximum capacity, it needs vast improvement especially at the I-95 corridor. There have been way too many businesses allowed on this roadway. Although the city leaders have done a fabulous job over the years, A solution needs to be implemented in the very near future. Thanks for listening.

72.239.109.83

District 1

Street/Subdivision: Orange Av.

I believe the City has shown incompetence with respect to the Riverwalk project. This project should have been completed years ago. If the City leaders want to revitalize the area, the Riverwalk project is the way to do it. Build it and they will come! You would not only draw residence of Port Orange but surrounding cities as well because this area is starved for a waterfront venue for dinning and entertaining. It should be done on the scale of Downtown Disney with a House of Blue (or like kind) for musical events, dinning (causual and fine dinning) and shopping (no chains). I also do not believe that the City planners with respect to growth and development take advantage of opportunities to create jobs and create more outlets for residence with respect to shopping and entertainment. A good example is the Publix shopping center that was proposed at the corner of Airport Rd and Pioneer Tr. When a developer wants to invest in your city, you should invest as well. It was my understanding the excuse to turn it down was because it would promote urban sprall. Have the City leaders visited the area lately? It is no longer rural with the thousands of residents living in the area of the proposed site as well as the thousands that are slated to be build within the next few years. Thank you for asking and taking the time to read my response.

72.239.245.104

District 1

Street/Subdivision: Orange Ave

The building dept is the most antagonistic dept I have ever had the misfortune to deal with. They are very user unfriendly and most uncooperative. They seem to feel that they are a power unto themselves. Their answer to questions are "that is what we say"; they do not allow a person to have a look at the ordinances which apply.

108.83.160.221

District 1

Street/Subdivision: Orange Ave.

Resident passed December 31 2014. Thank you.....

209.200.201.142

District 1

Street/Subdivision: Orange avenue

It's so sad that we have lived on Orange ave for over 18 yrs. New housing has come and gone. But the flooding continues. Poor planning, more houses but the flood issue has never been fix. Only new thing is the signs have been put up that there is potential flooding. Pray we don't have a hurricane because many will lose their homes.

65.205.177.15

District 1

Street/Subdivision: Palmetto St

Residents on my street changed the storm water drainage by filling in culverts. Now the water drains to my property. I have complained and was told it would be corrected but nothing gets done ? ? Also, street light was removed from pole in front of my house at 5052 Palmetto St, due to a neighbor who kept shooting the light out. This was years ago and that neighbor has since died - is it possible to replace light?

166.172.186.14

District 1

Street/Subdivision: Parkwood MHP

Changing traffic patterns on Taylor Road creates major inconvenience and serves no positive purpose. Family has had negative experience with law enforcement, possibly due to profiling.

72.239.195.254

District 1

Street/Subdivision: Pineland Ave

I would like to know why I cannot get reclaim water? Also in my area, many yards that are junk yards. Old boats, cars, trucks, not being used. Grass that is very high.

24.110.21.159

District 1

Street/Subdivision: Pineland Avenue

I would like to see the old utility pole removed from my yard. My yard was torn up several months ago to install a taller pole. My yard is still torn up and the old pole is still in place. I would like to get my yard back to looking nice.

206.196.31.101

District 1

Street/Subdivision: Poinicana Ave

My only suggestion would be to focus more development on the US1 & Nova Rd. corridor. Out near the pavilion and I95 is immaculate, and it seems a lot more attention is paid there than the Harbor Oaks areas. Thank you

155.31.231.223

District 1

Street/Subdivision: Portona

I am somewhat amazed with code enforcement not taking a closer look at the a banded cars along the streets. We have several homes in my area with cars which have not moved and are junk sitting in yards and driveways that go unattended. motor homes and boats everywhere and the city turns a blind eye. Why has the city refused to enforce

these policies!!! Port Orange could learn a lesson in code enforcement from Daytona Code enforcement. I never thought I would say that. Good luck in this new year. And lets get the junk cars towed and the city a little cleaner. Do not just concentrate on the big developments!! While the rest of the city no one sees goes to heck!!!

75.112.142.98

District 1

Street/Subdivision: Ridgewood Ave.

Please Develop River Walk , this will help the area .

108.220.120.33

District 1

Street/Subdivision: Riverside

Two things,1) taxes are way too high especially for those retired who have paid on their homes for years to have to pay thousands in taxes is unfair. Retires should be free of these property taxes. 2) whoever changed the traffic pattern on Taylor and dunlawton should have their head examined . I've seen more accidents and bottle necking on dunlawton than ever before. That was not thought out AT ALL!

173.209.212.215

District 1

Street/Subdivision: Riverside Dr

I'm anxious to see work on the river walk begin. I think a walkway overpass would be great near Aunt Catfish over Dunlawton.

99.169.228.86

District 1

Street/Subdivision: Riverside Drive

Port Orange is a wonderful city to live in. The quality of life is very good. The indigent population seems to be growing fairly rapidly and I'm concerned that this will negatively impact the future of the town. It is quite shocking to me to find out that the

free lunch program at the schools is so popular. 53% of kids at Port Orange elementary! Overall, Ken Parker has done a great job. Sorry he is gone.

71.43.88.14

District 1

Street/Subdivision: riverside drive, harbor oaks

-landscape with trees/palms/plants in US1 medians- allendale and harbor oaks. -start construction and development of riverwalk. asap?

99.169.228.199

District 1

Street/Subdivision: Riverwood Plantation

Newest road designs are terrible, and do not flow traffic well. why do roads have signs that are misaligned? i.e. Taylor Rd is also called Taylor Branch road to the east? Dumb

72.239.223.215

District 1

Street/Subdivision: Ruth street (and I'm not part of the community hater group¡) lol

Keep it up. I like direct access and friendliness and seemingly genuine caring from the mayor and councilman Burnette when I approach them with issues. I wish traffic wasn't as bad as it is. The build it they will come concept from 20 yrs ago happened as planned so good job planning ahead but I wish you'd all focus on redevelopment and stop building more structures. Let's focus on us1 and blight areas. Leave more nature and green space for the next generation And make the entry ways more appealing.

74.178.41.7

District 1

Street/Subdivision: Shallowbrook

Police don't seem to issue citations here. Unheard of practice for the average, law abiding citizen with a perfect driving record. Because I was a Police Dept employee in

the past, I understand when the city needs funds, however, taking advantage of a good citizen for a minor infraction is NOT IMPRESSIVE for a city this size.

68.202.58.57

District 1

Street/Subdivision: Sleepy Hollow

As a resident of Sleepy Hollow, our current situation with flooding is a major problem. While my home did not flood, others had major flooding which has occurred to the same homes more than once or twice. I know that on my street, Kristina Court, I have pictures of neighbors paddling down the middle of the street in canoes. We really do need this situation remedied. I know that the City is working on this problem, but they need to find a solution and get it fixed once and for all.

107.146.105.26

District 1

Street/Subdivision: Sleepy Hollow

I have called Code Enforcement several times concerning a house in disrepair(falling apart with framing studs exposed and facia rotting and falling off the house at 731 Sleepy Hollow Dr) and after initial contact, have never returned a call. Also, the grass is unmowed between Woodlake and Sleepy Hollow. It is only 4 or five houses in Woodlake. Again, Code Enforcement was notified and have never responded back or taken care of the problem. Flooding: Port Orange admitted that it was their problem and took full responsibility for their actions, yet will not reimburse homeowners for their loss I, for one, am extremely displeased with the direction Port Orange is taking concerning their residents. Police are suppose to be objective and get both sides of the story. Well, when I was involved in an incident, the police officer did not want to talk to me or even listen to my side of the story or want to talk to the witness. This is poor police work. I should know because I am a retired police officer from Daytona Beach Port Orange needs to get their act together

108.90.164.99

District 1

Street/Subdivision: Sleepy Hollow

Improvement of POGTV sound quality @ city meetings

72.239.198.64

District 1

Street/Subdivision: Sleepy Hollow

The handicapped accommodations around City Hall could be a lot better. There is no paved access from the handicapped parking area next to the building to the paved walkway around the lake, the sidewalk area next to the handicapped parking area is very uneven and needs to be repaved, and there are insufficient handicapped parking spaces available for City Hall. Several years ago there were six spaces available, but now there are only four. I mention these things because I have found them to be a problem for me, and have watched others having problems with these areas as well.

172.20.5.203

District 1

Street/Subdivision: Sleepy Hollow

To much building going on just not enough concern of storm waters run off, this really is a serious problem im very concern that I haft to worry every time now when there is an excessive rain fall, as my house was flooded this past September 2014

108.249.137.159

District 1

Street/Subdivision: Sleepy Hollow

What is going on with the flooding in Sleepy Hollow?

108.90.166.13

District 1

Street/Subdivision: Sleepy Hollow

Drainage of the Publix Shopping Center adjacent to the Sleepy Hollow subdivision is no longer being maintained. The recent effort by the shopping center to improve the drainage ditch did nothing after years of neglect. Wooden pallets and other debris was not removed. The pipe behind Publix still clogs and a tree growing in the middle of the right of way impedes the water from flowing out towards the Mayors property.

Therefore Sleepy Hollow flooded last year. You can blame a lot of other issues for the flooding but I disagree. We have lived through 6 hurricanes and our house never flooded like last year. In fact the water level during the Hurricanes after weeks of rain only came halfway up my back yard from the shopping center!

99.169.228.56

District 1

Street/Subdivision: Sleepy hollow

Please speed up drainage improvements.

104.9.92.159

District 1

Street/Subdivision: Southern Pines

1) Police who are not actively engaged in a pursuit should be setting the example for other drivers to follow by obeying all motor vehicle laws during their patrol. 2) Animal Control should step-up an education and enforcement program for all pet owners (especially cats). The City should consider a mandatory licensing for cats. 3)Thank you for this opportunity to vent through this survey.

108.240.192.117

District 1

Street/Subdivision: Springwood

Have called numerous times to try to find about recycling in the area but to no avail. I was told there was no recycling on my street. When I asked what I should do with my recycling I was told "Don't you have a dumpster? Just use that" That is NOT recycling. I was passed from one department to another, one person to another with no real answers. I spent over 2 hours on the phone. Recycling is important and but NO ONE I spoke to seemed to feel that way. I was very disappointed.

104.7.26.44

District 1

Street/Subdivision: Springwood Sq

I love Port Orange!

99.102.170.151

District 1

Street/Subdivision: springwood sq

We should have recycling receptacles by our dumpsters. I've complained for years.

108.90.165.73

District 1

Street/Subdivision: springwood square

We pay as part of our property taxes almost $100.00 a year for water run off. Every time it rains more than 3" the whole street floods. This has been going on for years even though we do not live in a flood zone. We have had to purchase flood insurance from FEMA to protect us for something that we are already paying for in out taxes. Something needs to be done to fix this issue. it is not fair when you call to only be told that it is a county issue and then to be told by the county that it is a city issue. we had to have our car detailed inside twice this year becaue of the flood.

24.110.21.186

District 1

Street/Subdivision: Spruce

Too much development and too many codes cut to pieces to benefit developers and corporations!! Too many empty houses and offices, strip malls; do NOT need to build anymore. Parks turned into showcases. No shade, no natural growth, too much concrete and resin. I withdrew from the Arbor foundation because they insisted on calling Port Orange a "tree city" when it is anything but. At one time there were serious and strong codes to keep developers from clearcutting and burning off sites. They stopped protecting the native environment and the citizens and started catering to the special events folks.

72.188.128.103

District 1

Street/Subdivision: Spruce creek and taylor

The only dept that needs changing is the law enforcement, the young rookie officers are to hung ho for petty things, you could cut your police. Cost in half if you get rid of these rookies and hire some seasoned officers, the occurance on vagabond was like an old west shootout, no guidance by specially trained or experienced officers, no swat attempt, we listen to the police scanner, please turn over our policing to sheriff Johnson, les. Money, better common sense service..

184.91.25.73

District 1

Street/Subdivision: Spruce creek rd.

Again place add a park at the end of spruce creek rd and push the gas pedal on river walk.

166.172.185.51

District 1

Street/Subdivision: Spruce creek road

Please turn over law enforcement to sheriff Unexperienced officers with negative attitude out to score on their quota.. No swat team, no special negotiator, no experience just out to harass the residence. 5 officers shoot a suicidal person only one hit....this should have been handled different!!

184.91.25.73

District 1

Street/Subdivision: Stonybrook Circle / Dunlawton Hills

Repaving of Dunlawton Avenue is painless so far, Great Job !

99.170.112.45

District 1

Street/Subdivision: Tanglewood Estates

I am surprised at how liitle the City Park Amphitheater is used . It's a beautiful facility and should have much more use ie. musical performances, concerts, plays etc. Suggestion; We live in what is touted as " the fishing capital of the world" Port orange could have an anual children's fishing derby at city Park or Bushmans park for example. Why not take advantage of these beautiful smal lakes for our youth ?

72.239.110.248

District 1

Street/Subdivision: Tanglewood Mobile Estates

Please try to light up intersection of Spruce Creek & Commonwealth. Difficult to see at night lanes & crosswalks.

72.239.246.204

District 1

Street/Subdivision: Taylor Rd.

We seem to have the highest gas prices in the county as well as more than most other counties period. Way too much gas taxes in this city compared to others in a similar area of the state.

72.239.201.156

District 1

Street/Subdivision: the woods

Police enforcement of bicycles in traffic! police enforcement of scooters on roadways, ie. No tags, helmets, ins? speeding violators on spruce creek road. please require children to be 12 at spruce creek dog park. Too many toddlers! repair large holes and manhole covers on streets for motorcycle traffic! Dangerous. rethink the intersection at Yorktown and Dunlawton!

70.209.55.169

District 1

Street/Subdivision: Treasure Isle Estates

A great place to live, but some people have terrible driving habits: tailgating, speeding, failure to signal turns. I was never hit in NY, but here I have been hit 4 times!!!!

72.239.211.151

District 1

Street/Subdivision: Virginia heights

Start to develop the "river walk" the sign has been up for years.Nothing has been done since the sign went up.

184.91.29.146

District 1

Street/Subdivision: Wharton Subdivision

My comments are the same as last year. We are in a world of trouble here in Ponce Inlet. We want sewer on our road, the town disregards our requests. We want something to slow the traffic on Inlet Harbor Road, the town disregards our request We have issues with code enforcement, the destruction of conservation land, the misuse of property, illegal parking, speeders, the town disregards our issues. We are told to prove the problems, as we come before the boards, they are clueless and do not know how to run a town. They are run by the businesses. 16 years and no sidewalk! Please take over Ponce Inlet, they waste our tax money hiring individuals who warm chairs. Help us !

108.94.97.137

District 1

Street/Subdivision: White Cap Ave

i live on the very edge of Port Orange and pay Port Orange garbage fees with my water bill. When I first moved here my garbage was picked up on Monday/ Thursday with wed pickup for vegetation. Somehow when the new garbage company took over they decided that they would not pick up my garbage as a Port Orange resident but that I had to get it picked up on Tues. after many complaints and calls I just gave in and set my garbage out on Tues. (this has been going on for quite some time now). My question is if I am paying for Port Orange garbage pickup and I am a Port Orange resident - why can't I get my garbage picked up 2 times for which I am paying for?

72.188.200.33

District 1

Street/Subdivision: Wood St.Between Commonwealth and Flagler, in the Depot addition to Allendale Gardens

I would like to see My road repaved.

98.65.164.101

District 1

Street/Subdivision: Woodlake

I would suggest in making a walking trail around the lake that is on the NE corner at Nova Rd & Miles Dr. The lake is on Miles Dr., North side. This will create a nice recreational area for the neighborhood. Thank you.

107.146.109.124

District 1

Street/Subdivision: Woodlake

Storm water drainage needs to be revisited along spruce creek and commonwealth. Yards continue to flood during rain.

104.7.25.24

District 1

Street/Subdivision: woodlake

It would helpful to new people to the area if the City Center was clearly marked and handicapped accessible parking was near the door. I was invited to a meeting on the second floor of City Center and had to stop at the Library to ask where City Center was. Thank you.

72.239.244.88

District 1

Street/Subdivision: Woodlake, Alder Drive

The development along Dunlawton Ave/Taylor Road east of Clyde Morris Blvd has created a perpetual traffic jam. I think this development is the end of the nice, quiet bedroom community that we have enjoyed for so many years. On another note; the left turn lights at the Dunlawton Ave/Spruce Creek Rd intersection need to be reset so the left turn lanes can turn after the left turn arrow turns off, as long as they yield to the oncoming traffic.

68.107.75.109

District 2

Street/Subdivision: not recorded

Stop the political in fighting and the waste and just do your jobs. Also stop procrastinating about developing the river and do something constructive. Stop blaming citizens for being concerned because they see mismanagement that has cost taxpayers about a million dollars in the past several years. It is their hard earned money that is being mismanaged. They have every right to be concerned and aggravated.

108.249.137.134

District 2

Street/Subdivision: not recorded

There are other cheaper areas to live with better farmer's markets, bike trails, focus on health and well being. Library is too small for the population.

98.65.169.121

District 2

Street/Subdivision: not recorded

Police officers are not at all engaging with citizens. In the last 3 years 1 officer bothered to acknowledge us as we walked by. Officers should acknowledge citizens with a wave, smile or friendly eye contact rather than behaving as though we don't exist or don't matter.

72.239.204.200

District 2

Street/Subdivision: are you kidding?

The employees on the front lines of port orange are pleasant and helpful. The administrators and others in higher office are inaccessible and abrupt. Major events going on in the administrative offices are kept secret from the citizens, such as why so many people grabbed their bags and got out of the government offices. Not a word. I guess you think we have no right to know what is going on with our tax dollars. I shouldn't have to attend a meeting to find out. There are such things as web-sites and newspapers.

72.239.211.186

District 2

Street/Subdivision: Azalea Pointe

I find the City's website does not make for easy navigating to the information I am looking for, and am to frequently have to fall back on site search for trying to locate the information. I have used computer systems since the 1960's and PC's from the early 1970's. If I have to search hard for info, what does the average citizen do.

72.239.106.193

District 2

Street/Subdivision: banbury

When the water dept. changes the chlorination method, the drinking water smells and tastes like swimming pool water. So a couple times a year for several weeks each time, this water is unacceptable.

72.239.244.1

District 2

Street/Subdivision: banbury

When the water dept. changes the chlorination method, the drinking water smells and tastes like swimming pool water. So a couple times a year for several weeks each time, this water is unacceptable.

72.239.244.1

District 2

Street/Subdivision: Barefoot Park

Only concern I have it the school zone on Herbet right off of Nova only has a sign with times to drive slow and no flashing lights and no school in sight and no one follows the rules on the sign for the school zone. I drive through the zone twice a day and people try and get so close to the back of my car and get angry because I am following the law. I see this happening both before and after school every day and I see this a big concern.

98.65.187.136

District 2

Street/Subdivision: Barefoot Park

Please consider a few City run pools for Port Orange. This would be a benefit for our community. Also, please consider cleaning up the area around Ridgewood. That area with all the empty storefronts are becoming an eyesore for our city. We live in a class city and that area does not manifest class. I am sure things will change when the new Riverfront area becomes a reality but that is taking way too long and is allowing the east side of Ridgewood to deteriate.

12.227.217.98

District 2

Street/Subdivision: Bennett's Hammock

Concerning utility service, the sewer dept is A+ on service, but the water dept is D+, so I gave a 2 rating on utility customer service above.

72.239.195.215

District 2

Street/Subdivision: Bennetts Hammock

Believe that Port Orange is a great city to live and raise children in if you can find work locally. I have always been impressed with the community activities. My only real complaint is how toxic my water is...it is simply undrinkable even filtered. It also eats away the rubber stoppers in my toilets and showers which I have to replace on a yearly basis. Considering I spend 3x for water here than where I lived previously, that is hard to swallow...literally.

50.88.22.102

District 2

Street/Subdivision: brandy hills

Pay the city employees who work at the city building a fair and equitable wage.

72.239.197.121

District 2

Street/Subdivision: Brandy Hills

Code enforcement needs to be more strict with trailers parked in driveways, especially those that have been parked there for several years.

99.169.228.34

District 2

Street/Subdivision: Brandy Hills

We've lived in Brandy Hills for 27 years; we've worked and raised our family here. I feel the city has deemed this subdivision "disposable." Code enforcement is non-existent here which has led to a negative effect on property values and a well maintained look. Junk cars & trailers are common on properties; over-sized recreational vehicles & boats are being stored on undersized lots; constant parking across sidewalks so we're left to walk into the streets; cars parked on front lawns; overgrown lawns and large trees in need of pruning; fences that are falling down. This used to be a nice, well maintained subdivision to live in and can be again if code enforcement would follow up and actually take action against violators. People get away with these violations because they know from experience the city won't act to correct situations in Brandy Hills. We've had the same piece of junk truck across the street from us for 3 years. Old tires & boxes are on the ground and a fence that's literally falling apart. The code enforcement truck has parked in front of this house a few times and the situation never changes. This subdivision is centrally located in the city and has nice, well built, small homes but the quality of this area has lowered significantly, in large part, due to poor oversight of the city by way of a very lax code enforcement system. Also, there are way too many signs in Port Orange - it's just another form of pollution. People can see a street light coming up and don't need two signs telling them so. AND there are way too many empty building that can be upgraded/renovated for new businesses instead of building

additional ones. How about giving Route 1 a makeover? There's so little undeveloped land any more because the city can't see past dollar ign. C'mon, be different and take care of what's already in place and know when enough developing is enough.

72.239.200.246

District 2

Street/Subdivision: Brandy Hills

It would be nice to be able to do licensing of dogs, auto registrations, etc. on line instead of having to go to the city building.

72.239.194.111

District 2

Street/Subdivision: Brandy Hills

Limit new construction when vacancy is everywhere with regards to commercial growth. If they want to be here bad enough, get them to rehab some of the empty plazas and buildings...

72.239.250.74

District 2

Street/Subdivision: Brandy hills

The street sign for Tompkins Dr at the corner of Tompkins and Terrace Village is spelled wrong It is Tompkins, not Thompkins. I would love to see it replaced. Thanks

72.239.250.142

District 2

Street/Subdivision: Brandy Hills Drive

Very happy here in Port Orange, keep up the good work.

72.239.228.92

District 2

Street/Subdivision: Brandy Hills Drive

The traffic that comes through my development DO NOT FOLLOW THE SPEED LIMIT sign of 25mph and not only that we have a deaf child that lives in my neighborhood. Something NEEDS TO BE DONE AS SOON AS POSSIBLE..... people will easily go 40 or faster through my neighborhood and where i live there are about 9 kids that come to the corner of Brandy Hills and Brandy Hills. I will soon be posting a sign that states " You hit my child or my dog, you will not need a lawyer"

75.112.129.114

District 2

Street/Subdivision: Brandy Hills Sub.

I would like to see our school zones better identified with paint on the streets. A lot of them (Silver Sands, Sugar Mill) have faded paint and therefore lack the attention they deserve.

108.94.96.176

District 2

Street/Subdivision: brandyhills

I've noticed our roads have more potholes and those potholes are taking longer to get fixed than they used to. water retention ponds & ditches aren't cleared as quickly as in the past. that's how I figure the "economy" of the city is doing. it's getting better but still isn't where it was 10 yrs ago. that said - we have EXCELLENT garbage service! the nightmares I hear from relatives/friends up north - yikes!

24.110.21.72

District 2

Street/Subdivision: Clyde Morris Blvd

Have an environmentalist (water specialist) investigate if the water in city Hall Park can be clearer.

72.239.221.26

District 2

Street/Subdivision: Country Walk

Develop River Walk and bring higher end paying jobs.

72.239.226.26

District 2

Street/Subdivision: Countryside

Have had problems with access to on-line services. After being put in touch with the contractor for IT services, I found that they could not help either. I am told there is a password associated with my e-mail address, but no one can help with that. I am therefore unable to use the city's electronic communication.

72.239.193.68

District 2

Street/Subdivision: Countryside

My biggest grip is with the WATER DEPARTMENT. I have lived in 3-4 other cities in Florida and the City of Port Orange WATER DEPT is the ONLY city that does NOT return or credit their water deposit after a 2 year period. I have excellent credit and think that after 5 or 10 years or more the total water deposit should be returned or given as a credit on one's water bill. The only way you get your deposit back is IF YOU MOVE or IF YOU DIE. (By the way this is what I was told in a not so friendly conversation with one of your water dept employees) And if you pass away and your family doesn't go after the deposit the Water Dept. keeps your money. I just feel this is wrong. IF YOU HAVE GOOD CREDIT, AND ITS BEEN 2 YEARS, YOUR DEPOSIT SHOULD BE RETURNED IN FULL VIA CHECK OR CREDIT YOUR FUTURE MONTHLY BILL(S) I can be reached at 386-760-1686 if you need to contact me.

72.239.236.246

District 2

Street/Subdivision: Crane Lakes Golf and Country Club

If you think you are being scammed and also the numerous phone calls, Is there anyone in the city that give you answers?

67.8.22.203

District 2

Street/Subdivision: cross creek

Please have Trash trucks slow down and stop at all stop signs. Please have pog tv show planning meetings.

99.102.169.177

District 2

Street/Subdivision: Gatewood

My home is assessed at 58,000, with Homestead exemption also, why am I paying more than someone whose house is appraised at 200,000.? I think your tax question is misleading.

72.239.246.111

District 2

Street/Subdivision: GROVE VIEW LANE

The time that we wait for traffic lights from red to green is RIDICULOUS. The other day I was going south on NOVA & DUNLAWTON trying to make a left onto DUNLAWTON. Without exaggeration the turn signal was green for 10 seconds. Only 1 car made the light. Normally the time that we must wait for the lights to turn is more than 2 minutes, which aggravates the heck out of us. The waiting time for these traffic lights are way too long. Try speaking to other motorists about this and see what they tell you. You will be shocked.

104.10.129.78

District 2

Street/Subdivision: Grove View Lane

The lighting on some streets is not bright enough.

72.239.244.196

District 2

Street/Subdivision: Harnden Rd W

Completing the side walk all the way down Williamson Blvd between the Pavilion shopping area and Town Park area would create a great place to bike and walk. We would love to bike down to all the shopping, restaurants, entertainment, and Coraci Park in the Pavilion area.

72.239.208.235

District 2

Street/Subdivision: Herbert

The Mayor is very rude to many of the citizens. It's time for him to go! The Mayor is responsible for running off the City Manager, Fire Chief, Public Works Director, Finance Manager and many more employees during his term as Mayor. This City needs a new Mayor that will take the CURRENT situations into consideration. We need someone that is respectful and cares about the city.

67.79.188.220

District 2

Street/Subdivision: Hidden Lake Dr.

The intersection near Dunlawton and Interstate 95 is extremely poorly designed and is simply dangerous and frightening.

72.239.205.198

District 2

Street/Subdivision: hidden lake drive

love port orange would just like lights on the entire path for those of us that work late hours and for safety. we should put a few trash cans as well so the people using do not throw trash on ground. PLEASE. would also like speed bump in front of house i live at 4679 and cars are always speeding my cat was killed the first month I moved in and traffic is still speeding by daily. lots of kids live here not to mention older adults do not want anyone to get hit. thanks a million to the crossing guards in the morning she is awesome.

107.146.119.92

District 2

Street/Subdivision: HORIZON VIEW

PORT ORANGE IS A BEAUTIFUL CITY AND GREAT PLACE TO LIVE---WE HAVE A BEAUTIFUL AREA WITH ONLY A FEW RESIDENTS THAT DO NOT MAINTAIN THEIR RESIDENCES TO HIGH QUALITY STANDARDS---USUALLY RENTERS ARE IN THIS CATEGORY--- -----THE ONLY COMPLAINT THAT I HAVE IS THAT GAS STATIONS ON DUNLAWTON AND OTHER STREETS IN PORT ORANGE DECEIVE THE BUYING PUBLIC BY SHOWING A LOW PRICE FOR REGULAR GASOLINE IN LARGE NUMBERS ON THEIR SIGN AND WHEN YOU GET TO THE PUMP THE LOW PRICE REQUIRES THAT YOU USE THEIR CREDIT CARD OR PAY CASH--- THEY DO SHOW THE LOW PRICE INFO ON THEIR SIGN BUT IN VERY SMALL LETTERING---THERE NEEDS TO BE AN ENFORCEABLE CODE THAT REQUIRES A GAS STATION TO SHOW THEIR HIGHEST PRICE FOR REGULAR GAS AT THE TOP OF THE SIGN WHETHER YOU PAY CASH OR CREDIT--- ---ALSO---IT WOULD BE GREAT TO SEE THE CITY CENTER SIGN AT THE ENTRANCE ON CLYDE MORRIS, PRESSURE CLEANED AND THE LETTERING REPAINTED OR REPLACED--- -----I WOULD APPRECIATE ANY INPUT THAT YOU MAY HAVE ABOUT THE 2 AFOREMENTIONED ISSUES---MY E-MAIL ADDRESS IS--- JERRMATA@ROADRUNNER.COM---THANK YOU---GERALD PISCITELLO

72.239.193.114

District 2

Street/Subdivision: Long Grove Ln

The mayor looks angry on the website. Please have him smile for a better photo! New resident, I'd recommend a "guide to Port Orange" be made and mailed to new homeowners. The Public Utilities dept does it for water/trash, why not for the whole city?

172.11.142.80

District 2

Street/Subdivision: Maplewood Estates

Please, Clean Up The Dog Parks! Dogs get sick in there all of the time and there is poop there, holes, so deep, dogs get hurt. Please also take care of the fire ants in all of your parks!

108.94.97.124

District 2

Street/Subdivision: Mcdonald Rd.

Could not be more specific on this survey as we have only lived in Port Orange for 5 months.

108.240.194.24

District 2

Street/Subdivision: Meadow View Dr. Country Side

I would love to join an adult rec. league to play any sport. But it's not easily accessible or easy to find any information about them.

167.93.16.247

District 2

Street/Subdivision: Meditation Loop

I love Port Orange and plan on living there full time next two years.

198.208.251.22

District 2

Street/Subdivision: N. Swallow Tail Drive

Enjoy living in Port orange. Homeowner until death of husband and still reside here in apt. Most everything I need is here with a few miles. Never considered moving.

72.239.222.107

District 2

Street/Subdivision: Oak Hammock - Sauls St

I feel good about saying: I live in Port Orange!

70.209.22.153

District 2

Street/Subdivision: Oak Hammock Drive

Too much development and stores along Dunlawton Ave. Soon it will look like ISB and have more traffic issues and congestion. Also, we DO NOT need another Walmart in this town or a Wawa on every corner.

72.239.198.13

District 2

Street/Subdivision: Oakbrook

I have enjoyed the time that we have been living in Port Orange. Glad we made the move

104.10.132.10

District 2

Street/Subdivision: pepper hill road

The maintenance of the trees in the city owned property needs more attention. My property experiences severe flooding. I am the low property in the area and get all the run off. Country Walk was built higher than my property so if they get too much water, it comes right to me. Very frustrating. I have lived here all my life and am almost 80. probably all the older people don't complain (with so many living on social security and very little savings, we were taught not to complain.) We love the library, absolutely the best thing in the city. My grandson, my brother Dick(92) and I use it almost twice a week. Keep up the good work.

72.242.1.153

District 2

Street/Subdivision: Potato Patch

Driving in Port Orange in the last 6 mos has become a real pain. I am sure it is due to growth but we are losing the small town community feel when I have to wait through 2 light cycles to make a left turn every day. When it takes me just shy of an hour on a weekend just to drive to the beach and back due to horrific traffic. We are a one way in, one way out city and it is bogged down. I also am very upset at the prospect of Wal-Mart putting up another facility at the end of Madeline when a 3-4 minute drive down Clyde Morris puts you at the Wal-Mart Super Center or for another 2-3 minutes the Target Super Center or Publix. That will seal my decision to start looking for another place to live.

66.162.172.130

District 2

Street/Subdivision: Potato Patch

WE NEED A STOP SIGN AT RED PONTIAC AND MADELINE! It is so dangerous trying to make a left turn onto Madeline from Red Pontiac! We cannot see and have to look between the trees to see what is coming. We have block the crosswalk at Red Pontiac when trying to exit. At night, if there is a car approaching from the east, without it's lights on (this had happened to me)we cannot see it...having to look between the trees is plain ridiculous! A few years back there was a stop sign put at Madeline and the Hammocks...WHY???? They have clear visibility at that intersection. Also another thing...I think it stinks that the dumpy condos at The Hammocks were allowed to put a fence that cuts Deer Springs Road in half/chops up our neighborhood...is ridiculous! Also, driving on Dunlawton is nightmare anymore at the Yorktown Boulevard...takes TOO long to get from one end to another with that whole reconfiguration. Also, The Pavilion is a disappointment...too many low end stores...I thought it was going to offer more upscale shopping when it was proposed. A Dollar Store and a Chucky Cheese????

72.239.197.11

District 2

Street/Subdivision: Ravenwood

I-95, Taylor Rd and Williamson Blvd: Nightmare

98.65.173.124

District 2

Street/Subdivision: Sandlewood

Fire Dept. promote from within

184.91.17.156

District 2

Street/Subdivision: silver creek run

wish you would finish the 300-500 ft. of drain pipes and sidewalk along Herbert St. on north side of rd. from Bennetts Hammock to Nova rd. Traffic is heavy & school kids on south side sidewalk and some walk on North side in the ditch or along the ditch after school What is the hold up?

98.65.164.43

District 2

Street/Subdivision: Southampton Drive

Don't need another Wal-mart! Especially ontop of a residential area. The citizens impacted by all this commercial development reply on the city to protect their quality of life. Rezoning area for houses to commerical is not in the best interest of the citizens in these area.

72.239.104.168

District 2

Street/Subdivision: Sugar Forrest

The 2 storm drains in front of my home last year did not drain properly causing my home to flood on my many occasions costing thousands of dollars in damage. The public works director came out to my home to follow up but after that no further communication that was given. I would like reassurance that the storm drains will drain once the rainy season starts again.

72.239.247.43

District 2

Street/Subdivision: Sugar Forest

None

99.169.229.74

District 2

Street/Subdivision: Sugar House

Council needs to stop catering to the couple of loud naysayers that are allowed to hijack council meetings. They show their ignorance, and don't represent the vast majority of Port Orange residents that are happy and love where they live!

72.239.216.250

District 2

Street/Subdivision: sunset cove

We, the homeowners at Sunset Cove, have been waiting several months for crosswalks to be installed in our community. We have paid our share and were told the project would be started in late January or early February. We are still waiting.

72.239.221.116

District 2

Street/Subdivision: Sunset Cove

I just wanted to compliment Coraci Park. I have watched that park be built during the years and have watched it grow. It is a great place and is is well maintained by your Parks Department. The Parks Department works hard to keep our area beautiful and I appreciate that!

71.43.126.106

District 2

Street/Subdivision: Sunset Cove

Wondering when the proposed "speed bumps" will be placed on the street. Home owners association informed residents it would take place in January 2015. Something needs to be done soon to regulate drivers who use our road as a cut through and speed

through our community that has many young children playing outside near the street, walking and riding bikes as well as adults walking, jogging and riding bikes. Thank you

72.239.224.209

District 2

Street/Subdivision: The Groves

We are very pleased to have found Port Orange and feel that living here is the perfect place for us to retire. We love the convenience of shopping, restaurants, the beach, the library, and the City Center Park.

184.91.28.6

District 2

Street/Subdivision: Town Homes West

I need some sort of referral to get my roof repaired or replaced. I can't seem to find information about grants or services, as I cannot afford to do this, and my home is in danger, I know.

98.65.164.238

District 2

Street/Subdivision: Town Park

Town Park Subdivision needs: better street lighting. a plan for cars parked on the narrow streets, SIDEWALKS cracked, uneven and a major problem.

72.239.110.128

District 2

Street/Subdivision: Town Park

The Permit Dept needs to work on better response time. City walkway around lake needs to cleaned weekly. A disgrace to the City from droppings made by all the birds.

70.145.104.105

District 2

Street/Subdivision: Town park

Have better time schedules for services, ie building inspection, permits, payment by Internet

72.239.195.105

District 2

Street/Subdivision: Town Park

Need the help of the city regarding constant sidewalk repair problems.

72.239.110.128

District 2

Street/Subdivision: Town Park

We love Port Orange. Just would like to see something happening with Riverside Walk.

72.239.255.193

District 2

Street/Subdivision: town park

Sidewalks along Madeline from williamson to Clyde Morris starting at Townpark is necessary because having to walk on street is dangerous.

167.93.53.250

District 2

Street/Subdivision: Town Park-4207 Mayfair Lane

Your doing a great job. Thankyou

72.239.208.17

District 2

Street/Subdivision: Townhomes West

Overall Port Orange is a great place to live. I rated the permitting section low not because of the level of service that staff provide, but because of the sheer ridiculousness of the number and types of things that require permits. The bureaucracy has stifled more than one home improvement project for me. From something as simple as removing a tree that is an eyesore, or adding a small concrete pad for my grill all the way to permits for redoing my roof and screened porch. You need to lay off the fees and paperwork which basically amount to extortion and forced bribery in order to get even basic things done. It's my friggin' property. Leave me alone. Other than that, I pretty much love it in Port Orange.

71.42.19.18

District 2

Street/Subdivision: townhomes west

It would be nice to be able to see on port orange website: holidays, like when Halloween trick or treating is supposed to be, garbage pick up during holidays, etc.

72.239.214.122

District 2

Street/Subdivision: Townhomes Wext

My main issue is with the streets a majority of the area has a smooth ride but interior noisy in any vehicle I have rode is horrible. Its like having to talk over a jet engine just a major roar from texture of asphalt.

98.65.163.137

District 2

Street/Subdivision: Twin Gates

So many side walks are broken concrete and dangerous!

166.170.56.141

District 2

Street/Subdivision: Twin gates

We have not had any dranige checks,no street sweeper we are just left out.

72.239.252.143

District 2

Street/Subdivision: Water Bridge, in the Courtryside Division

The common opinion I hear from my neighbors and in the community is the city government is out of touch. They don't understand the citizens they serve. Another comment I hear and agree is our police look as though they are prepared for combat. Rather than being here to protect the public, it is more about controlling the public.

99.169.228.124

District 2

Street/Subdivision: Waterbridge

Control the noise (amplified voices, music) from YMCA events, especially on Sunday and in the early morning. I live here too and pay taxes.

184.91.20.43

District 2

Street/Subdivision: Willow Run

Please make the river walk a reality. The area by Dunlawton and US1 needs redevelopment. It seems to have been in the works for years with little or no movement.

71.43.139.206

District 2

Street/Subdivision: Willow Run

Traffic pattern for new development at Dunlawton & 95/Taylor was poorly planned. Should not have re-routed canal, understanding what re-directing of nature accomplished in 2004. Too much focus on business and not quality of life for residents.

167.93.203.85

District 2

Street/Subdivision: Willow run

More lighting at the intersection of willow run blvd and Williamson . Very hard to see when turning at night.

174.251.144.248

District 2

Street/Subdivision: Willow Run

It is a shame to still have to drive to New Smyrna Beach to watch a Spruce Creek High School football game. When are we going to prioritize our kids as our future leaders of this town?

72.239.244.140

District 2

Street/Subdivision: Woodlake Drive

Would like to have upcoming notice when city is going to flush the water system.

104.10.130.222

District 3

Street/Subdivision: not recorded

Please monitor and improve water quality in Spruce Creek. No fish, gators and very little marine life in comparison to 3 years ago.

67.8.25.82

District 3

Street/Subdivision: not recorded

NO MORE GROWTH. The traffic on dunlawton is terrible. BY not allowing left hand turns from taylor road and having cars make u turns on dunlawton is stupid. Allow left

hand turns onto dunlawton from taylor will relieve trafic congestion. Need another alternat route to the west side of port orange or at least 3 full lanes under the 95 overpass

107.146.105.131

District 3

Street/Subdivision: not recorded

I feel if you get low scores in an area you would use that to justify more spending. If an area would get a high score someone could justify high spending or increase spending. Sadly I see an abundance of overspending in government in general, including the City of Port Orange. Wow you can not submit a partially blank form...

108.249.137.80

District 3

Street/Subdivision: not recorded

Either allow left turns from Taylor Road onto Dunlawton to access I95 more easily or enforce the No U-turn rule in place on Dunlawton opposite the Chick Filet. Give out 2 or 3 citations for a few weeks and word will spread. I am not aware of any accidents to date but have seen quite a few close calls.

108.90.166.60

District 3

Street/Subdivision: not recorded

the signs on Dunlawton are too small. due to the distance they are from the road. can they be a little larger due to the amount of info on them and at 45 miles an hour it is too difficult to read

98.65.163.66

District 3

Street/Subdivision: not recorded

Have the street lights on Dunlawton on on both sides of the street or just on one side. If you are running or walking at night it doesn't feel safe to be going in and out of darkness.

166.172.184.90

District 3

Street/Subdivision: 1394 dunlawton ave.

Wonderful place to live..Wish there was more law enforcement getting crazy drivers,but understand we live in a community of collage students,retired,tor-rest. I don't care if some one speeds, but to speed and weave in and out of traffic..come on. More of a rte 95 thing.

108.90.165.55

District 3

Street/Subdivision: Belleflower Dr

Correct the "no left turn" at the light of Taylor Branch Rd and Dunlawton Ave. The alternative that was made is awful. It is out of the way and inconvenient. There is always a long wait and a lot of traffic. Easy access to 95 is needed.

72.239.201.42

District 3

Street/Subdivision: Coconut palm

We own the house but rent it out, so I could not answer most of the questions. Home was purchased with intent to live there when we retire. But I am very impressed with port orange. That's why we chose it.

73.195.239.50

District 3

Street/Subdivision: Coquina Cove

I'm pleased with all the new development in Port Orange. Community Development is doing a great job! What a fun & exciting time to live here!

166.172.185.83

District 3

Street/Subdivision: Cordgrass bend lane

With all the improvements in my city of Port Orange (ie. The awesome Pavilion, BJ's, LA Fittness, etc) what in the world is the reasoning behind adding a Popeyes and a new Goodwill??? Please tell me that I have been missinformed about the building a new Goodwill on the main drag of Port Orange. A Goodwill as something visitors will see right as they get off at I95 is a terrible decision. Please say it isn't so. Thank you for your time.

67.8.29.158

District 3

Street/Subdivision: countryside

Emailed to Mr. Harden today - Copy to you here: My family and I have lived in Port Orange since 1991, almost 25 years. I have watched this city grow into a wonderful, family and community minded young city developing with all the amenities a city with a population of 60,000 should have. Except one! Before I tell you what that is, let me tell you this. We have travelled all over to many cities throughout the U.S, Canada and Europe. Throughout our travels, we have seen the good, the bad and the ugly. The natural beauty of an area and the city which benefits from it is a gift of nature. Many cities, however, have to rely on the abilities of their community development staff, the elected officials and the public to create the ambience and the attractiveness that has to come from the foresight of those vary people. If you look at our fair city, there is much of which we can be proud. I often hear about how businesses are required to develop their sights with specific landscaping and enhancements. So why doesn't that seem to apply to the City of Port Orange? I am specifically referring to Dunlawton Avenue. Quite simply, it is an eyesore. And yet, it is the main street of our city; it should be the focal point and represent who we are. I mentioned that I have travelled to many places. The main standard, the main common element to every attractive city, especially smaller ones like ours, is that their main corridor(s) are truly worthy of a first impression that makes you want to spend some time there. As one drives south on I-95 on the way to our Port Orange exit, the view to the right, as one comes toward the exit is Port Orange Pavilion. The feeling one gets is that this is a place where one would want to spend some time. Then you turn left onto Dunlawton and the further east one drives, the less appealing it becomes. You don't have to travel far to see what I mean. South Daytona, population 13,000 with a land mass of 4 square miles has transformed their stretch of US

1 and A1A into most appealing roadways. Truly remarkable. Why can't we do the same? Where did they get the money to do what they did? Some landscaping, some palm trees, some curbing and some lighting would go a long way in beautifying our wonderful city. If I may refer you to our city's web site which includes the following: "On April 26, 1867, the community of Port Orange was established on the banks of the Halifax River. Now, some 148 years later, Port Orange is a community of 56,067 people who call this place home. Planned by choice, not by chance, Port Orange blends beauty and opportunity within its 28 square miles. From its tree-lined streets to its parks, this community is the pride of Volusia County." I don't believe Dunlawton lives up to this. Perhaps, even certainly, funding may be the issue. I understand that. Hopefully our future plans can develop a longer term strategy to make Dunlawton the center piece that our city deserves.

98.65.166.110

District 3

Street/Subdivision: countryside

We think Port Orange is a clean, safe and inviting city to live in.

104.10.128.122

District 3

Street/Subdivision: Countryside

The only issue as a resident and business owner I have regarding Port Orange is the traffic patterns and congestion caused by horrible planning of roads and consideration for the residents of the town. Navigating to school, shopping, work and the interstate have become a nightmare for those who pay taxes in order to accommodate tourists and non residents of Port Orange.

98.65.161.149

District 3

Street/Subdivision: Countryside

Building and Zoning in PO (and Volusia County in general) is not user friendly and discourages development.

71.42.19.59

District 3

Street/Subdivision: Countryside

I have an issue with the current policy restricting yard sale signs to the house of the sale. My signs always get confiscated when placed in a neighbor's yard (corner house) with permission. I see signs on Taylor Road that remain up for weeks. I reside on a street that is off another street and does not intersect a major thorough-fare. I find many buyers to not have GPS and need some type of directional assistance.

99.102.169.128

District 3

Street/Subdivision: Countryside

I think the police are too aggressive. I have two teen drivers in my household & they both get pulled over almost every month. Thankfully only one has ever been ticketed (so far)& that was for cutting through Applebee's parking lot. They are pulled over for being out past 11pm (my 19 year old son works nights)or to be told their tags are about to expire, or that there was a crime in the area & they are making random stops. One time they detained my son & his friend on the side of the road (Village Trail)for over half an hour while they searched his friends car, stating that there was a burglary in the area & they fit the description. They were 17 then & both came home crying. They were less than half a mile from home. These were two young, nerdy looking boys (far from appearing like burglars) & neither was allowed to call their parents. That should be illegal & I think it is harassment. My son is autistic & very high functioning. He is very serious about obeying the law. I was pulled over for only slowing down to 15 miles under the speed limit rather than the "required 20 mph" when someone is pulled over receiving a ticket. I was seriously crawling along at approximately 15mph. It is quite ridiculous. I have considered moving,I own my home and my youngest child graduates this year from Spruce Creek High (IB student). I think that the police should be a little kinder & gentler to us locals. I feel as if they are trying to earn income for the city more than protecting it. I love Port Orange but the police have a bad reputation for harassing drivers. I am sure these survey will attest to that. Thank you for caring.

204.139.85.158

District 3

Street/Subdivision: Countryside-Steeplchase

1. Rarely see Police patrolling in Countryside communities. 2. I belong to the Walking Club in Port Orange (Happy Wanderers) but there are many areas we can't use because of lack of sidewalks. Specifically - approaches to Sugar Mill Gardens, a local attraction, can not be walked - no sidewalks. 3. Public road through Countryside between Nova and Taylor are in need of maintenance and safety lines re-painted. High volume of non-resident traffic come through daily, and many speeding here (SL=30mph). Thanks!!

72.239.213.139

District 3

Street/Subdivision: cove point road

The utilities customer service is very poor. Great communication makes a big difference in any situation. Treating citizens who pay taxes and bills on time as if they are not valid is inhumane. Suggesting charity organizations who can help an individual pay their bill after shutting off the water is not helpful. Does anyone consider sanitation and even the fact that there could be a very sick human in that house. All it does is cost us more tax dollars treating individuals who have been exposed to unsanitary environments after turning off their water despite the fact that they had not received their bill or any reminders and even suggestions of charity organizations to help them. As mentioned above, customer service is very poor because all this can be resolved by good communication.

68.202.57.173

District 3

Street/Subdivision: Crane Lakes

Crane Lakes needs a traffic signal now before someone is injured or killed. Traffic on Dunlawton is terrible. Dunlawton medians are an embarrassment.

68.202.59.218

District 3

Street/Subdivision: Crane Lakes

*I hope that, with all of the new commercial development (especially along Dunlawton) enough care has been taken to research and approximate the effect on traffic. Driving in Port Orange has become laborious due to the volume of traffic along Dunlawton. *Now that Dunlawton has been repaved and our economy has improved...are we FINALLY

ready to address the ugly state of the medians all along Dunlawton? It is an embarrassment! I travel along Granada Blvd. to work in Ormond Beach and find it incomprehensible that my community has such an unsightly main road (and I-95 interchange!) while Ormond has such a beautiful and well maintained main drag. With the number of residents and visitors (perhaps potential residents?) who travel Dunlawton, our city leaders should be embarrassed by the look of this aspect of our community.

68.202.59.218

District 3

Street/Subdivision: Crane Lakes

It would be nice to have a traffic light at the corner of Taylor Road and Crane Lakes Blvd. With the increase of traffic it is getting more difficult to exit the community.

67.8.146.45

District 3

Street/Subdivision: Crane Lakes

We love Port Orange but the new access road built when BJ's opened, to get from Yorktown Blvd to Dunlawton is horrible. It is not only dangerous, but a waste of time to have to go East in order to go West. It makes no sense and is a mystery of road design. Also the traffic on Dunlawton is becoming worse and is more like a busy city during rush hour than a beautiful community.

67.85.34.113

District 3

Street/Subdivision: Crane Lakes

Roads are getting too crowded. Traffic lights need better timing.

208.118.29.33

District 3

Street/Subdivision: Crane Lakes

The ease of checking the engineering and site planning on line needs to be improved. Please maintain the landscaping, trees, lighting etc for newer developments along Dunlawton ave. That is the signature of a beautiful community. Thanks.

72.189.192.37

District 3

Street/Subdivision: Crane Lakes

Port Orange is a fantastic place to live. We are lucky to have found the City and love it here.

68.202.59.111

District 3

Street/Subdivision: Crane Lakes

would like to see a more stable city government.

68.202.63.184

District 3

Street/Subdivision: Crane Lakes

I think your water bills are waY too HIGH

68.202.59.249

District 3

Street/Subdivision: Crane Lakes

I find the water sewer department difficult to deal with. Every individual you speak to gives a different answer. I do not understand why we should have to pay for trash pickup and sewer if my water has been turned off for 5 months, I do not understand why the department cannot correlate charges with use

70.209.26.188

District 3

Street/Subdivision: Crane Lakes Golf & Country Club

We have enough development on Dunlawton Ave. Driving on Dunlawton has gotten worse since traffic flow has been changed due to no left turns onto Dunlawton from Taylor Branch. Also would like to see the no u-turns enforced. I am constantly seeing people make a U-turn in front of Chik Fil A that I am concerned there is going to be really serious accident if the no U-turn is not enforced.

68.202.59.251

District 3

Street/Subdivision: CRANE LAKES GOLF COMMUNITY

WATER BILLS ARE HIGH HERE COMPARED TO OUTSIDE STATE AREAS

67.8.19.244

District 3

Street/Subdivision: Cypress Cove

On Village Trail, safety markings on road surfaces need to be redone, they don't show up at all in rain and after dark, and in some areas in dry weather. There is a lot of curve area,and the center, or edges of the road are not visable. Thank you

72.239.245.75

District 3

Street/Subdivision: Cypress Cove

Would love to see a downtown walking district with restaurants and shops. Like the Riverwalk proposal, but more like NSB's area.

65.34.173.203

District 3

Street/Subdivision: Cypress Head

The main road into Cypress Head is awful and needs to be re-paved.

98.65.185.114

District 3

Street/Subdivision: CypressCove

Side walk lights on Dunlawtons are STILL an issue. City buildings look worn. Medians along US 1 and Dunlawton need updating like South Daytona. Dunlawton and I 95 interchange needs some kind of welcome signage.

10.6.6.6

District 3

Street/Subdivision: Deep Forest

I have lived in Port Orange since 1959. I have seen the orange groves and live stock move out and witnessed the careful development of a well planned city unfold. So proud to be a Port Orange native. Thank you.

99.102.170.91

District 3

Street/Subdivision: Deep Forest

Please remove Fluoride from our water. Also, allow a couple egg laying hens like larger cities do such at Atlanta or Miami.

72.239.105.104

District 3

Street/Subdivision: Deep Forest, Tall Pine Drive

Ormond Beach political leaders had the courage to ask their citizens to fund the Andy Romano Beachfront Park. They have had a park for several years. We are still waiting for our park on the Halifax River. There is nothing gained without asking. A dog park in that area would be nice, like the one at the All Children's Park.

99.169.228.197

District 3

Street/Subdivision: deep forrest

why did the city decide to raise water rates when they were responsible for losing so much money in that department? Also, the city needs to get on board with more bike trails like connecting to the trail system in the works

108.90.165.148

District 3

Street/Subdivision: dunlawton ave

Port Orange needs to be known as a Family friendly city , a place for Retirement and a placed for everything you need . The city should not have a narrow minded view on what industries or business it wants in the area. it should look into all avenues., if the city puts all its eggs into one basket, then down the line the city will die. The city needs top promote its self more and work with local vendors to do that. Make the city a place to live because Port orange has everything in the city. The city should take create events with to bring people into the town to create revenue for the town and its Retailers. The Town should sit down with Pat Barraco & Winston Belgrave from Port orange camera club i know that they have ideas to create excitement in the town and revenue.

108.90.165.55

District 3

Street/Subdivision: Forest Lake Preserve

A lot of new businesses along Dunlawton are unnecessary, i.e. Fast food restaurants and the need for 2 Wawa's 2 miles apart also on Dunlawton. Seems Excessive.

68.202.60.180

District 3

Street/Subdivision: Forest Lake Preserve

Wish there was another vendor for Trash/Recycle pickups. Tired of broken Recycle bins and trash container being left at different addresses. Frustrating. NEVER had this issue with Republic at former address.

104.9.92.130

District 3

Street/Subdivision: Forest Lakes

In my opinion it was a mistake to reroute traffic on Taylor Rd & Dunlawton Ave. City water is also hard but the water dept won't say how many grains of hardness it is.

70.208.143.162

District 3

Street/Subdivision: Forest Lakes Preserve

I think the quality and appearance of development has decreased in the last few years, and is not showing signs of improvement with the economy. Also, the City does not have the expertise, leadership, or business partners necessary to make progress on Riverwalk. The CRA has been in place since 1998 yet the only progress has been demolition.

99.169.229.69

District 3

Street/Subdivision: Forest Lakes Preserve

I think what has happened on Dunlawton/Taylor is atrocious. The traffic patterns between Clyde Morris and Williamson are so poorly planned. It's a disaster waiting to happen.

68.202.62.104

District 3

Street/Subdivision: Forest Lakes Preserve

I would like to see Taylor Road widened westbound. The traffic at Summer Trees bottlenecks badly due to the high volume of traffic. It is also good to see new faces on the council. I believe it is time for Mayor Green to step down. I think our city needs fresh faces and ideas to continue growing.

172.31.1.78

District 3

Street/Subdivision: Forest Lakes Preserve

My biggest problem with Port Orange is TRAFFIC! I'd really like to see traffic flow improvements, and more importantly, I wish we would quit building housing/shopping and inviting even more traffic!

166.172.186.166

District 3

Street/Subdivision: Forest Lakes Preserve

It would be most helpful if some of the businesses had the trees and/or bushes cleaned up in front of the store (Walmart on the corner of Dunlawton and Clyde Morris for example). Most people drive by the store if their not familiar with the area because all of the trees and bushes hide the store completely. There are more stores around Port Orange that need the same kind of "clean up".

104.7.25.94

District 3

Street/Subdivision: Hidden Lakes

Growing too fast!

72.239.214.108

District 3

Street/Subdivision: Hidden Lakes

House on corner of Rusty Circle and Hidden Lakes has continuously been operating a commercial landscaping business - there are trailers trucks and materials all over the place - code enforcement has been there but they need to go back

71.43.55.194

District 3

Street/Subdivision: Hidden Trails

Lack of code enforcement - overgrown yards, junk in yards, piles of garbage allowed to persist. Don't believe in over-zealous code enforcement, but for health & safety reasons, blatant violations should be addressed.

72.239.111.60

District 3

Street/Subdivision: Hunt Club

Came here for the 1st time 40 yrs ago in spring break. Actually to Daytona. came back every year. Own 2 homes here. Spend the late fall n winter here. Feels like home. Port Orange is a great community. Love it here!

72.239.242.95

District 3

Street/Subdivision: Lake Victoria

Need to be more pedestrian and bicycle friendly. Fix the timing of red lights at Dunlawton and Nova, especially when turning left onto Nova. Make the Riverwalk area nicer for walking and picnicking while waiting for development to begin. More adult activities in the evenings for working people. More daycare options for very young kids.

71.43.116.90

District 3

Street/Subdivision: Lake Victoria

Overall very happy with the experiences so far living in the city for last 2.5 years.I have had good interactions with many different city departments. I was disappointed by some issues such as water meter issue and that the city does not have faith in current employees enough to promote from within to management positions, Outside persons coming in have no stake in staying in area and have left quickly in several cases. If any questions contact me John McRae 305-519-0007 5896 Plainview Drive

104.9.93.141

District 3

Street/Subdivision: Lake Victoria

More sidewalks, please.

99.169.228.168

District 3

Street/Subdivision: Leone Lane

Would love to see more color in trees and flowers

172.11.140.73

District 3

Street/Subdivision: Meadow View Dr

Wish you had signs showing next street coming up as S. Daytona does. Also wish we were given credit or recycling as they do in Daytona.

99.170.114.40

District 3

Street/Subdivision: Oak Trail Run

I am impressed by the quality of your police service.

50.10.24.137

District 3

Street/Subdivision: Oakbrook

I do not know who designs/develops roads but the recent changes around Dunlawton have been particularly bad. Re-routing traffic to do U-turns (or behind BJ's) have made the intersection of Yorktowne and Dunlawton very bad. It is dangerous and an accident waiting to happen. Traffic was significantly lighter when people could exit directly to I-95 from Taylor. I don't know why it was closed but it was a bad idea. Again, it is a dangerous layout, the exit to I-95 from Taylor should be re-opened. It will cost money but money was already wasted in closing it and all that did was create more traffic and a further endanger the public.

155.31.63.209

District 3

Street/Subdivision: Oakbrook

Entrance into Port Orange via 95 has always looked bad since we moved here. Would have thought it would reflect how nice Port Orange is but it does not. Very sad. Also, people standing on the street corners holding signs day after day just looks bad. And the ease from driving on Dunlawton has gone away. Now it's mostly traffic. The streetlights need to be adjusted at the City Center, Clyde Morris and Yorktowne.

72.239.203.17

District 3

Street/Subdivision: Oakbrook

Is there something that can be done to improve the quality of water we drink. Daytona Beach has better drinking water! And Edgewater. Also there are very poor street lights in our area, would be nice to have more lights making it safe to walk at night in our neighborhood

72.239.244.252

District 3

Street/Subdivision: Oakbrook

please fix the timing on the traffic lights on dunlawton at i-95

70.192.199.194

District 3

Street/Subdivision: Oakbrook

The traffic on Dunlawton is horrible at alhours of the day. Also the landscaping and entrance into our city once you get off on exit 256 from 95 is horrible. It needs to look pretty and have a sign..like when you get off at the NSB exit. Our city is beautiful and I wish that would be portrayed once you get of the interstate. We have lived here 7 years and it's always looked crappy.

72.239.203.17

District 3

Street/Subdivision: Oakbrook

Something needs to be done about the street lights on Dunlawton. The traffic is backing up way too frequently. It seems we get through one light only to get stopped at the next night. Why can't they be synched up so more cars can get through all the intersections and not just one.

72.239.198.115

District 3

Street/Subdivision: Oakbrook

Only negative aspect is the constant flooding along Yorktowne Blvd near Willow Run Park entrance. Other than that, keep up the good work! We love Port Orange!

162.254.92.56

District 3

Street/Subdivision: Oakbrook

Not sure if Port Orange is always ready for the influx it gets due to the fact that the city is continually expanding with businesses. It seems that planning aside from having a business in the city to say we have a business is forgotten. Traffic is continually getting worse near Dunlawton avenue its actually to the point that my wife and I try to avoid it at all costs.

72.239.222.158

District 3

Street/Subdivision: Oakbrook

We need to get big business in this area, attract corportations. This would be good for our economy and a healthy growth of our city. This would open up the job market for our city. We rely heavily on special events that is what dictates the growth of this city, that needs to change.

72.239.212.37

District 3

Street/Subdivision: Oakbrook Subdivision, Bourbon Street

No additional comments, thanks for providing this survey.

72.239.218.133

District 3

Street/Subdivision: Oakbrook subdivision Dumaine ave

We bought our house in 2011. We have only be living in town about 3 Months a year. We loved the town from the first time we came to visit. We also have a condo in fort lauderdale fl. We are moving from N.J in April and will be spending most of our time in Port Orange. We love it and will be inviting friends to retire here also. Keep up the good work.

73.160.77.69

District 3

Street/Subdivision: Pine Forest Trail

I moved here from Orlando and love it here. Thanks for keeping the quality of life high for all of us who love living here.

68.204.4.125

District 3

Street/Subdivision: Port Orange Plantation

My only challenge with this area are the timing of the traffic lights during busy hours. I think they help create the congestion. For example - the 7 minute drive it takes me to commute is almost tripled to 20 minutes if done between 5:20-5:45 and this is mainly wait times at traffic lights.

67.8.22.124

District 3

Street/Subdivision: Port Orange Plantation

Please fix the traffic problems/path on Dunlatonw/Taylor from Williamson to Clyde Morris. It is so poorly laid out and slammed at each intersection. The 3 worst places are the exit west bound from 95; traffic turning Eastbound from Williamson to Dunlawton; and the Eastbound left turn into Target (where people daily STILL do U-turns and barely avaoid accidents. Additionally, on Williamson heading Northbound, why not extend and re-mark the left turn into the new apartments and get rid of the "merge" lane. It causes "A" personality drivers to get aggressive and others to be confused. Many thanks!

68.202.57.150

District 3

Street/Subdivision: Port Orange Plantation

Priority needs to be placed on providing our cities emergency personnel with fair benefits and wages. The City Council worries more about the Cypress Head Golf course than its own employees who are risking their lives to protect the citizens of this great city. Year after year its proven that the Police and Fire Department provide excellent care to the citizens. Why are there no more CPR classes offered to citizens? What happened to Flu Shots? The city made a good amount of money by offering flu shots, why was this taken away? I feel that 1.83 per day for 6 services (Police,Fire,Parks,Rec,Streets, Other) is ridiculous, it is time to slightly raise taxes so that we are able to properly fund these crucial departments. These departments are the reason why Port Orange is such a safe and sought after community to live in. It is time to start doing what is right for your employees.

10.6.5.127

District 3

Street/Subdivision: Port Orange Plantation

Dunlawton around Target/BJS is way too crowded and the traffic lights and flow do not make sense. This will get worse when Wawas is finished. The 95 interchange area cannot handle the traffic properly either.

68.202.63.243

District 3

Street/Subdivision: Port Orange Plantation

Traffic on dunlawton is ridiculous. The rerouting of Taylor branch has created a traffic nightmare.

67.8.145.13

District 3

Street/Subdivision: Royal Palm

The Dunlawton/95 area needs to be cleaned up as it is the "welcome" area to Port Orange and is messy.

70.209.55.104

District 3

Street/Subdivision: royal palm

Traffic is getting more congested . The right turn lane on Dunlawton coming off I-95 is dangerous, they should be made to come to the light and turn, because a lot of people do not yield.

72.188.206.125

District 3

Street/Subdivision: Royal Palm

I wish there were a Wells Fargo bank on the west side of Port Orange and more off road biking trails as well but otherwise, I'm a satisfied resident.

75.112.148.15

District 3

Street/Subdivision: Sabal Creek

we need a traffic light at the entrance to Sabal Creek.

174.101.186.175

District 3

Street/Subdivision: Sabal Creek

Thank you for making Port Orange a safe and great area to live

67.8.145.198

District 3

Street/Subdivision: Sabal Creek

Dunlawton road work long overdue. Please reconsider and give Steak and Shake approval to build in Port Orange.

108.94.98.98

District 3

Street/Subdivision: Sabal Creek

I retired to Port Orange because all the City Departments perform exceptionally well. The crime rate is low and the golf in the area is excellent. I have never had any problems with the City services provided I find them to be excellent. I would like to see the much needed improvement in the City's Golf Course at Cypress Head for me it was a major draw to this City.

104.10.128.93

District 3

Street/Subdivision: Sabal Creek

The traffic lights are horrible. You can sit at a traffic light for a long time with no traffic coming in any direction. I have sat in a left hand turn lane and had to wait for two cycles before I could turn left. Too many people coming south on S. Williamson turning left on Taylor run the red light.

68.202.58.60

District 3

Street/Subdivision: Sabal creek

Am interested in receiving the newsletter. Could it be mailed to me?

70.192.209.32

District 3

Street/Subdivision: Sanctuary

Would prefer to see additional police presence and enforcement of traffic regulations, especially on Dunlawton and Williamson.

108.249.136.64

District 3

Street/Subdivision: sanctuary

nothing on survey about pension reform and drain on City finances

68.202.60.175

District 3

Street/Subdivision: Sanctuary on Spruce Creek

Although I realize that the Fly In is not part of Port Orange, their aerial activities certainly do affect Port Orange. The low formation flying which goes over not only housing developments but TWO of our precious schools is just an accident waiting to happen. Several years ago, one such plane crashed into the lake directly behind our home. Luckily no one was hurt but there is always next time. Many of these aircrafts are small or "vintage" aircraft and all of the pilots are vintage, so it is just a matter of time. I have no problem with them wanting to do wing tip to wing tip formation flying, but get out over the Atlantic so you jeopardize no one besides themselves. I would have no problem leading a campaign to check into the permissibility of such dangerous love maneuvers over homes and schools, but I don't know what agency to contact to start the ball rolling. Are we going to wait for tragedy to strike before we take some action. I understand that the landing approach is supposed to be over Spruce Creek and RARELY do they use that route. Probably trying to conserve fuel by cutting it significantly shorter. Please help!!

99.169.229.38

District 3

Street/Subdivision: Sanctuary on Spruce Creek

More emphasis needed on the city infrastructure. A great amount of expansion and building, both residential and commercial has taken place over the last 2 years resulting in road and traffic congestion. Dunlawton Ave. specifically. Better traffic patterns and traffic light synchronation needed. What ever happened to requiring setbacks on new construction with trees, bushes, etc. that was in place 10 years ago?

99.102.170.84

District 3

Street/Subdivision: Sanctuary on Spruce Creek

Disappointed in the increasing volume of traffic along Dunlawton Ave.

67.8.28.10

District 3

Street/Subdivision: Sanctuary on Spruce Creek

Lot of friends reporting break-ins. Police not using modern techniques (drones, surveillance, crime analytic) to stem this increase. Starting to feel Port Orange is unsafe.

50.88.25.2

District 3

Street/Subdivision: Sanctuary on Spruce Creek

I live here at least 6 months out of the year, while my husband spends approximately 4 weeks a year in Port Orange. We intend to live here permanently when my husband retires.

67.8.31.36

District 3

Street/Subdivision: Sanctuary on Spruce Creek

It appears the traffic management on Dunlawton Avenue has not kept up with the development. The lights are poorly timed and when the "snow birds" arrive the traffic is a nightmare. The light on the corner of Williamson and Taylor is so horribly timed and ill conceived there is consistently a traffic tie up. As we think of MORE stores and development better thought should be given to the traffic impact!

67.8.22.107

District 3

Street/Subdivision: Steeple Chase/ Countryside

Country Lane is in need of Stripping or do we have it in the plans to resurface first. Over all, we love PORT ORANGE.

99.102.170.142

District 3

Street/Subdivision: Steeplechase Countryside

Too many police! It seems as though they have nothing to do except hide behind bushes waiting to snag drivers for minor traffic violations (going 35mph in a 30mph zone). A popular sentiment going around, sadly is "Welcome to Port Orange. You are under arrest."

72.239.205.94

District 3

Street/Subdivision: Summer Trees

The peronnel answering routine questions about the water department service should ALL be educated as to the simple procedures for changes to service. One can ask the question of an employee and receive totally inacurate information. It takes calling numerous times to get the correct information. It is a joke now amoungst law offices and title companies. " Keep calling until you get the right answer."

99.102.168.117

District 3

Street/Subdivision: Summer Trees

My wife and I own a house and visit for several months of the year. We love Port Orange, although we would hesitate to raise children there because there are not so many job and career opportunities as there are in the north.

70.31.79.142

District 3

Street/Subdivision: Summer Trees

We love living in Port Orange.

67.8.146.98

District 3

Street/Subdivision: summer trees

Port Orange seems like a wonderful place to live. I am looking forward to being there full time sometime soon. I think the newsletter is very informative.

173.87.195.52

District 3

Street/Subdivision: summer trees

city management is giving cold shoulder to citizens who want better financial accounting

67.8.28.181

District 3

Street/Subdivision: Summer Trees

Although my daughter lives here, I just bought a 2nd home here in Dec. 2014. I have not even lived in the house yet. My daughter just moved here 1 1/2 yrs ago so my knowledge of the area is not really that good.

172.242.165.114

District 3

Street/Subdivision: Summer Trees III

We moved to Port Orange approx. 3 years ago and love it. The city is very well maintained, the police force is very active and the shopping and dining out options are wonderful. I'm so happy we made the decision to live here.

68.202.62.114

District 3

Street/Subdivision: Summer Trees South

More police information released to the local newspaper.

68.202.58.38

District 3

Street/Subdivision: Summer Trees South

Announce a plan to clearly address retirement funding shortfall and to keep it from getting worse.

67.8.21.123

District 3

Street/Subdivision: Summer Trees South

I would like to see some of the abandoned buildings/closed businesses used before wooded lots are cleared to build more businesses. Keep the natural beauty and use what is already there.

169.139.176.14

District 3

Street/Subdivision: summer trees west

o think the police dept has more important matters than taking down yard sale signs if not we have too many officers .Also the no turn on right signs are not placed in

appropriate areas and way more than we need considering the cost of gasoline in the port orange area

67.8.147.118

District 3

Street/Subdivision: SUMMERTREES

A LOT OF TREES AND BUSHES HIDE THE FRONT OF BUSINESS'S MAKING IT HARD TO KNOW WHAT IS BEHIND THERE.

67.8.31.51

District 3

Street/Subdivision: Summertrees

At one time Port Orange really cared about keeping trees, now every time I drive down a road, more big trees have been axed. What a shame. Soon we will look like Orlando, or worse.

67.8.16.67

District 3

Street/Subdivision: Summertrees

The new traffic patter on Dunlawton, Clyde Morris, Taylor Road and Yorktowne is a nightmare. It is not only inconvenient it is unsafe. Why did you do this Port Orange? FIX IT!!!

167.93.84.108

District 3

Street/Subdivision: Summertrees South

There are a lot of stray cats in our area which is very annoying especially when we have dogs and they go crazy no one seams to care You really need to have animal control patrol the areas and pick up the stray cats

71.42.19.19

District 3

Street/Subdivision: The Sanctuary on Spruce Creek

Very disappointed in lack of traffic flow on Dunlawton. Would like to see an in-depth traffic study on the lights. Medians on major roads need extensive overhauling.

68.202.57.82

District 3

Street/Subdivision: The Villages Of Royal Palm

I am so happy I chose Port orange to live. I live in very safe community The police that patrol our area very polite and helpful. Thank You

68.202.62.226

District 3

Street/Subdivision: Townhomes West

Dear Sir, I am unable to access the websites from my external location. In this regard, I am unable to receive the electronic news paper etc.

190.108.212.94

District 3

Street/Subdivision: trailwood

Please end water fluoridation in our city water. This is an outdated concept and denies our citizens the freedom to opt out if we do not wish or families to consume this neurotoxin.

98.65.169.150

District 3

Street/Subdivision: Village of Royal Palm

Traffic flow is a challenge for you all. The 95 Dunlawton/Taylor Rd/Williamson Area is an accident waiting (and has) happened. The southbound off ramp into the traffic is always violated by uncaring or non reading individuals. Overall I could not be more pleased living in Port Orange and I thank you all are doing a fantastic job - Thank you, Karen Zornes

98.65.162.137

District 3

Street/Subdivision: Villages of Royal Palm

You've over-developed Port Orange, especially Williamson, Dunlawton and Nova. There is a traffic light needed at Town West on Williamson, but I guess not enough people have been killed there yet.

67.8.23.246

District 3

Street/Subdivision: Villages of Royal Palm

My biggest problem is with the online payment system of water utility bills, its in bad need of redesign, I've had nothing buy problems and been charged late fees because of flaws in the way its set up.

67.8.146.142

District 3

Street/Subdivision: Villages of Royal Palm

I and many of my friends have a great deal of concern with drivers making illegal turns in the So. Williamson, Taylor Rd, Dunlawton Ave. area. Most every time I am in this area I witness at least one if not more drivers putting others in danger with these illegal turns.

67.8.23.23

District 3

Street/Subdivision: Villages of Royal Palm

We need some type of cultural activity in the city - it seems the only entertainment we have is eating, shopping and one movie theater. The Gamble place is an asset, but how many times can one visit the same place? In addition the smoking of people is uncomfortable for a place which is out doors. We need a museum, an art gallery, something that enhances culture, the library has events but they are not that great. Port Orange has grown way past the small town stage, we need more adult inspiration.

68.202.56.54

District 3

Street/Subdivision: Villages of Royal Palm

I've written emails to City officials and have not received a response. Code enforcement of signs on corners is very poor, I frequently pickup and dispose of signs on corners. Offenders should be fined. This is a problem in surrounding cities also. Thank goodness there is little graffiti in the area, my husband cleans it up when he sees it. We are from south Florida where this is a real problem. Maintenance of roadways is horrendous, my husband and I have adopted a portion of Williamson Blvd and we pick up litter often. The litter/trash is from drivers pitching as well as garbage/trash trucks not securing their load. I know of another couple that does the same on Town West Blvd. Citizens should not have to cleanup after Trash collectors. There are many store fronts empty, yet the city continues to issue building permits for new building. I know it is new tax revenue, but an effort should be made to occupy vacant properties, before they build new ones. Even though I live west, it would be nice to see East Port Orange get some attention,code enforcement on buildings, pursuing businesses and restaurants, and general improvement of the area. I'm not convinced that the Port Orange River Front is worth all the expense the city has spent....how many surveys have been done? Will the people come if you build it? Look at Daytona's Ocean Walk, how successful is that? It went into bankruptcy. City officials are to anxious to generate new tax revenues rapid development, they need to slow down. To many business people have a case of South Beach envy, we moved to Port Orange to get away from that life style. Requirements for landscaping and retention ponds in front of businesses is a great requirement. Landscaping along Dunlawton and Beville (not PO) look great. Didn't like the decision to build apartments on Williamson, next to Villages of Royal Palm, that increased traffic congestion on Williamson. I do like trees and open green space.

67.8.25.124

District 3

Street/Subdivision: Vineyards

Finish the sidewalks and work on bike lanes. Where I live, there has been some improvement, ie under i95, but sidewalks often just dead end! The Dunlaughton causeway has fairly decent boat ramps and parking. If that's full during prime days, there is nothing else. Finish Riverwalk! We are too close to the water to not be taking full advantage of it's beauty!

68.202.57.207

District 3

Street/Subdivision: Vineyards / Windsor Hill

As the mom of a teenage son, I just wish there were more places for the kids to hang out that were safe and drug free. We really need something on the west side of Port Orange.

24.73.226.61

District 3

Street/Subdivision: willow run

The traffic on Dunlawton is awful. More police presence for people running red lights and u-turns. Make Willow Run Blvd. look prettier. Police presence in walmart parking lot. Return the left turns from Taylor Road.

72.239.242.107

District 3

Street/Subdivision: Willow Run

I really love raising my family in this city. However, better planning needs to be done for Dunlawton Avenue as it is a total nightmare to drive down. Kudos for the implementation of the Citizen Connection. Reporting and tracking issues is very user friendly. While I do respect that our Public Safety puts their lives on the line daily, I do have to question why I witnessed two different station fire trucks and their personnel hanging out for quite some time behind the Burger King parking lot a few months back. Perhaps they were waiting on their TGI Fridays to go orders? Seems like a waste of tax payer's money.

97.68.193.222

District 3

Street/Subdivision: Willow Run

Greater bike path expansion in general, safer pedestrian crossing for Dunlawton, perhaps pedestrians bridges there as well as for access to Port Orange Pavilion area. Replacing of bike lanes and green strip next to roads with wider sidewalk/bikepath combinations. Consideration for the allowance of small personal farming on residential property (1-3 chickens etc.)

159.153.129.39

District 3

Street/Subdivision: Willow Run

I was disheartened to hear your City Employees were so under paid in comparison to surrounding communities. Not so much your Fire Department but your Utility workers. Are they not skilled workers that are required to be Licensed by the State?? Also, the Police Department should be paid more, young patrol officers who put their lives on the line daily surely don't get compensated enough. However, I believe the Fire Department as a whole sucks up way to much tax payer dollars. Quit caving in to Fire Unions and their crazy compensation requests. Their pensions are ridiculous as compared to what most Port Orange residents will ever earn. They spend way to much of our tax dollars riding around in their trucks burning up gas going to restaurants and stores and such. They get plenty of time off to shop, let them do it on their dime, not mine.

72.239.196.94

District 3

Street/Subdivision: Willow Run

We love living in Port Orange, thanks for making it a great place to live!

72.239.244.22

District 3

Street/Subdivision: Willow Run

Water department gives terrible service

24.43.232.98

District 3

Street/Subdivision: Willow run - hidden lake

Water dept is horrible . Terrible customer service.

24.43.232.98

District 3

Street/Subdivision: Willow Run- Hidden Lakes

Great job on the skatepark!

72.239.207.65

District 3

Street/Subdivision: Willow Run------ Mellisa dr

Happy the way things are at the moment!!!

72.239.246.12

District 3

Street/Subdivision: Willowrun

It would be great if the city would fix the issues without taking 6 years to do it. You finally fixed the washed out culvert (after 5 years) that runs through my side yard, but never fixed the appearance of the hole. filled with rocks and weeds place low spot where it kept washing out. Plus still a hole in backyard caused by the issue.

99.170.112.26

District 3

Street/Subdivision: windsor hill

love the area but feel growing fast and more issues with crime/ traffic. Windsor Hill is nice older subdivision but lots of SPEEDING drive thru traffic to beat the traffic lights. Wish the PO police would patrol the area more for this GREAT PLACE TO LIVE!!

68.202.57.142

District 3

Street/Subdivision: Windsor Hill Subdivision

We very much like living in Port Orange but are considering a move solely due to our child's education. We feel that the Port Orange schools need attention to ensure a more rigorous and uniform standard.

68.202.60.33

District 4

Street/Subdivision: not recorded

Street lights and traffic are horrible on Dunlawton. It used to be so easy to get around and now it is stressful. I loved my small little town and although growth is inevitable, it's just too much, too soon. Let's worry less about growth and money, and strive to continue to make Port Orange's quality of life a great one. Our exit has become just another tourist stop.

172.11.140.246

District 4

Street/Subdivision: not recorded

Council could show respect to city employees, its council that brining this city to its knees. Why doesn't this survey allow the citizens to rate council members? I stopped watching POGtv and attending council meeting due to the continuous BS coming from your so called anarchists. Why does Councilmen Ford, Stilitner, and Bastin give relevance to these idiots.

99.169.230.181

District 4

Street/Subdivision: not recorded

our city is a great place that needs bold elected officials and a new manager that is no afraid to make changes to move us from a nod and wink governance to an accountable

modern efficient business like model. the ways we have always done things have been outgrown and we need to grow up wake up and change

72.239.200.179

District 4

Street/Subdivision: 5901 Wishing Well Dr

I have complained to the city about how much land we have lost since they took over the retention pond out back. We have lost 4-6 feet of land. We used to be able to push a mower around our trees, now the water is up to the trees and the ground is soft. We are concerned about the structure of the house. Can you please stop dropping the water level too quickly and too low. We are losing property and eventually our house.

184.91.19.37

District 4

Street/Subdivision: 6050 Hensel Road

Please do something about the storm water drainage that accumulates out by our mailbox. Its the worst!

108.94.98.67

District 4

Street/Subdivision: Arash

Navigating the water online site is very difficult and confusing. Passwords can't be saved, account number needs to be used. Water bills seems to end on the second Friday and I receive it one week later. The due date is the first of the month. When I called to state my concern I was told " I don't control the mail. They lack PR skills.

98.65.162.146

District 4

Street/Subdivision: Aston Lakes

We have not been here long enough to know the answer to many of these questions. The site to sign up for automatic payment of utilities is extremely frustrating and the office personnel cannot help with the online payment issues.

67.8.20.12

District 4

Street/Subdivision: Bayridge

Thanks for the survey!

184.91.24.91

District 4

Street/Subdivision: Bayridge

Extremely difficult to travel Dunlawton corridor due to timing of traffic lights. New extension from Dunlawton to Taylor Road is a nightmare. I don't shop at the Publix on Taylor Rd since it is such a challenge just to get there. Please restore the left turn lane to Taylor Branch intersection. Thanks

98.65.161.147

District 4

Street/Subdivision: Boars Head Dr.

After hurricane Francis flooded everyone, the city made repairs and put pumps where they need to be and all is well here Thank you

72.239.205.233

District 4

Street/Subdivision: Boggs Ford Road - Mac John Subdivision

We have safety concerns due to the increased traffic volume in the area of Yorktowne Blvd, Dunlawton, Taylor Branch, S. Clyde Morris, and Taylor Road. There are no accommodations for bicyclists and the area is extremely dangerous for cyclists and pedestrians. Considering the proximity of area schools and residential neighborhoods, safety for cyclists and pedestrians is crucial. Without safety, Port Orange is losing it's

family-oriented reputation and may lose more lives. The residences were in the area first, the schools followed, and we believe the City of Port Orange has an obligation to protect cyclists and pedestrians. It is their right to be make efforts to stay healthy and be energy conservationists.

72.239.207.52

District 4

Street/Subdivision: cambridge

Thank you for asking me to take the survey. I am pleased to be helpful.

97.103.35.30

District 4

Street/Subdivision: Cambridge

Traffic at the I-95/Dunlawton intersection is getting worse daily, it seems. Don't know what the solution could be, but to continue encouraging development such as the apartment complex across from the Pavilion without encouraging use of another route under or over 95 seems irresponsible.

172.11.141.68

District 4

Street/Subdivision: cambridge estates

no

72.239.192.168

District 4

Street/Subdivision: Central Park

Please clean up easement along Clyde Morris between Dunlawton and Willow Run. Area looks totally unkept. Also, the area of I-95 and Dunlawton, the easements (medians)are a mess. Needs palm fronds picked up and grass mowed and plants planted. This is the entrance to our city from I-95!

184.91.24.84

District 4

Street/Subdivision: Central Park

I put a 1 for opinion. Noone listened when I brought up the stupidity of the new "no left turn to the highway", and laughed when I said "you know you'll have to forbid the U-turn at Lowes later, right?". The studies done that said traffic was horrible profited District 3, not 4. District 4 had direct access to I-95 ramp. Now there's a 4 minute average extra time (gps data) to get there, with 2 more dangerous turns before the ramp. The traffic at 5pm is still ridiculous. Make a new study and word it so it concludes it made no improvement. I was highly disappointment that P.O. accepted such a trade off for the new BJ and whatever other stores there to FORCE us to drive in the back. I don't shop there. so the deal didn't work.

71.22.197.129

District 4

Street/Subdivision: Central Park

There are too many car and home burglaries in Port Orange these days. When I speak with residents from other subdivisions along Spruce Creek Rd, they all have similar stories and concerns. Thieves break into homes during the day when residents are at work and burglarize vehicles at night.

71.42.47.218

District 4

Street/Subdivision: Central Park

We do not like how the road was changed making access to the other side of the interstate or to the interstate now precarious... at Dunlawton and Taylor Branch Road... also repaving seems to be taking a very long time! Thanks for keeping the town clean :)

184.91.31.45

District 4

Street/Subdivision: Central Park Blvd

I firmly believe we need motor police running radar on our street quite often. The speeding is getting worse and worse all the time. This is a real safety issue with all of the people walking and riding bikes in the neighborhood.

108.240.194.45

District 4

Street/Subdivision: Central Park Blvd

Code enforcement is lacking, Animal control needs to be greatly improved and litter control needs to be improved. Crosswalks need to be maintained {repainted Hensel &Central Park Blvd]

108.240.193.219

District 4

Street/Subdivision: Covendale

Dunlawton Ave. @ I-95 and Williamson Blvd. is a disaster and a traffic nightmare. This area needs to be looked at and traffic patterns analyzed. This is the only access besides Willow run blvd. to the west side of town which has doubled in size.

12.129.117.137

District 4

Street/Subdivision: Crystal Creek Drive

Overall we are very pleased to be living in Port Orange. Living in the Cypress Head community we feel the golf course could be much better managed. Have watched the building and course conditions slowly deteriorate over the past ten years. Management seems to rather have out-of-towners play rather than the regular residents.

67.8.28.113

District 4

Street/Subdivision: Crystal. Creek Dr

We are concerned that the golf course at Cypress Head is not being upgraded as is necessary to maintain a high standard. We understand the concern that it must carry

itself but feel that it is not promoted sufficiently. Many times we have talked to people that are unaware of this as a public facility.

67.8.20.227

District 4

Street/Subdivision: Cypress Head

Mayor Green has bad breath.

68.202.56.223

District 4

Street/Subdivision: Cypress Head

We have been residents of Port Orange for thirteen years. I'm a retired Naval Officer and civilian Program Manager for a major DOD company. We decided on Port Orange as our retirement home because we were stationed ,in 1976, for a tour of duty in the Orlando area and became familiar with the city. During negotiations for our home I was told by a representative of the golf course that I could get on a "waiting list" for a membership. I checked with the city managers office and was told that "the management company operates the golf course and they didn't get involved"! Three months later after our arrival we were told that there was no list and after several calls to Ken Parkers office he reluctantly contacted us and said couldn't do anything and seemed disinterested. Subsequently I was informed that there were initially two hundred memberships issued; one hundred in town, one hundred in cypress head community. My next door neighbor tried to sell me his membership before he passed away but I was again refused. Recently a cypress head member sold his home moved to another town and was able to keep his membership even tough he no longer pays taxes to Port Orange! I was at the golf course when the TV crew was there but decided to use a more civil way to address this issue. I have no idea how these memberships have been managed but believe an audit is necessary. Mac Macedo 6275 Paradise Island Ct. 756-4900

70.209.49.199

District 4

Street/Subdivision: Cypress Head

Do we have to repave Dunlawton or do road work on our busy time of year?

67.8.144.155

District 4

Street/Subdivision: Cypress Head

The streets in Cypress Head that are city-maintained are in need of re-paving. They have cracks in the pavement and bumps across them almost like speed bumps. It's an embarrassment for people going to the golf club. Definitely not the top-notch development the city promoted when the course was first built.

24.73.230.234

District 4

Street/Subdivision: Cypress Head

Hoping to see golf course project completed this year.

68.202.63.62

District 4

Street/Subdivision: Cypress Head

We need to continue to attract businesses and shopping. We need to stabilize City Government after the staff resignations last year. The golf course needs to be upgraded! With all the new business in the City, the golf course should not be ignored. Past administrators did the golf course an injustice by holding on to memberships and not allowing new homeowners to obtain them when they purchased homes. This is the price to be paid for poor use of the golf course over the years.

108.249.138.226

District 4

Street/Subdivision: Cypress Head

Hope the city council approves the golf course renovations.

68.202.58.105

District 4

Street/Subdivision: Cypress Head

I appreciate the City moving forward with improvement of the Cypress Head golf course and encourage the City to improve the clubhouse as well to assure not only those living in the subdivision but golfers in the region will frequent and enjoy a very nice course.

67.8.29.74

District 4

Street/Subdivision: cypress head

The city is getting over developed and crowded.To many apartments

97.68.208.216

District 4

Street/Subdivision: Cypress Head

My wife and I moved from NJ 6 years ago and are delighted that we selected Port Orange. I have said many times that this area, and PO in particular, is the best kept secret in FL.

108.249.138.80

District 4

Street/Subdivision: Cypress Head

Hire more police and fire protection. Bring more variety to the restaurants in the area, particularly along the Dunlawton corridor. Why do we now have 3 chicken places within a half-mile? (Chick-fil-a, Pollo Tropical, Popeyes). Recommended restaurants to bring in: Noodles and Company, Jason's Deli, Firehouse Subs, Cafe Rio, Arbys, Taco Bell.

155.31.63.224

District 4

Street/Subdivision: Cypress Head Subdivision

Clyde Morris from Dunlawton to City Center is in need of maintenance. And the pole fencing across from Taylor Woods needs to be pressured washed. Both are simple items that make a difference on how the city looks. Also, STOP the addition of businesses in front of BJ's. The traffic is crazy already and a gas station and restaurant are not going to help. Move along Williamson past the Pavilion where there is land. Thanks for asking for our input.

67.8.18.169

District 4

Street/Subdivision: Elm Street

Why am I paying $1,400 a YEAR for a home worth $59,000 when you only charge $600 per year for home worth much more??? A house with an assessed value of $200,000, and a homestead exemption of $50,000, costs a homeowner $668.84/year, or $1.83/day, for City Police, Fire/Rescue, Parks, Recreation, Street Maintenance, and other community services. How do you feel about the value of these City services?

73.53.169.251

District 4

Street/Subdivision: Falcon Crest

I love being a resident of Port Orange! All things considered we have a great community. We are not known for having a business friendly community or for having friendly, helpful, law enforcement. We also have a past problem of having the City Council attempt to run the city instead of keeping in their lane and setting policy and hiring the best personnel to run the city. Hire great people and hold them accountable - then step aside and set policy while they handle implementation. My 2 cents.

71.43.89.218

District 4

Street/Subdivision: Forest Troll Drive

Long delays on building and inspection permits. STOP CUTTING Down so many trees. Do something about your Mess on River Walk. Term limits on all elected offices.

99.102.168.93

District 4

Street/Subdivision: Golden Pond

If the city wants to save money it needs to pickup garbage only once a week. We need bike paths. Its dangerous to ride a bike down Spruce Creek Road. Whoever rerouted the traffic behind BJ's doesn't use that road. We have to go over 3/4 of a mile out of our way to get onto I-95. BJ's should have been inconvenienced, not your tax paying citizens.

104.10.128.51

District 4

Street/Subdivision: Golden Pond

Ridiculous traffic pattern at Taylor and Dunlawton! AND. The planning staff that laid out the parking area at The Pavilion must have been stoned! Daytime navigation is difficult. We won't go at night. But we try not to go there anyway because of the added charge for the privilege to shop there? Come on!

72.239.109.214

District 4

Street/Subdivision: hamlet

Garbage should only be picked up once a week. I watch neighbors and they only put out once a week or small bags twice a week.

72.239.236.127

District 4

Street/Subdivision: Hamlet

Barking dogs are a big problem. Some dog owners are not responsible for their dogs. They bark late at night and wake up the neighbors. On some occasions same problem on days also. The city ordinance reads " Dog(s) can bark for 15 minutes before the animal control or police officer can give a ticket". Where are you going to find the animal control officer at night time? By the time police officer arrives it is to late. Officer has more important things to take care. It makes no sense, only takes a few minutes for someone to wake up. Dog owners need to respect the neighbors and be more responsible. We all live close to each other. This reflects other peoples opinion also. Thank you.

98.65.179.229

District 4

Street/Subdivision: Hamlet Subdivision

My wife and I have been very disappointed with the city leadership and lack of oversight starting with the mayor and city council. Case in point, Ken Parker should have been held accountable for his lack of oversight with the water under billing fiasco with the city of Daytona Beach Shores. Instead, the city council allowed Mr. Parker to retire without being held responsible for his gross dereliction of duty costing the tax payer over a half million dollars. Then there was the oversight of money spent for water meters and the list goes on as well documented by the News-Journal. So, as I said, my wife and I are very disappointed in the city council's leadership and oversight of city operations and staff. The city council needs to more diligent in their oversight of city matters.

72.239.248.149

District 4

Street/Subdivision: Hamlet subdivision

It's common knowledge among city of port orange residents that it's police officers are simply out to give traffic tickets only to perhaps meet a quota. It would be nice if they had at least 2 annual events a year so the public could meet our officers and perhaps change the communities perspective of them and possibly become role models for our children.

172.56.29.242

District 4

Street/Subdivision: Hawks ridge

Why don't you time the traffic lights so we don't have to stop at every light one after the next . I takes ten to fifteen min to go from nova to the pavilion .DO SOMETHING ABOUT IT

70.209.51.100

District 4

Street/Subdivision: HAWKS RIDGE ROAD

We moved here in August 2014. We appreciate being able to retire here. We hope the good planning you've been doing will continue to manage the growth. When we first visited Port Orange some 25 years ago it was much less built up. You've done well but continued growth will eventually overwhelm the space.

72.239.212.158

District 4

Street/Subdivision: Hawks Ridge Subdivision

Would love to see a Sweet Tomatoes restaurant and a Taco Bell in our city. I know that Trader Joes is building the huge warehouse in I think thAt is Ormond. It would be nice to have a Trader Joe's store.

72.239.106.165

District 4

Street/Subdivision: Hensel Road

The rate of growth in Port Orange has gotten out of control! The traffic is horrendous on Dunlawton Avenue most any time of the day. I have never equated progress to concrete. The more people you have the more problems you have. Stop the development and make the quality of life good for the current residents! Stop encouraging more people to come here!

108.94.97.116

District 4

Street/Subdivision: Hickory Park

Overall I love living in Port Orange. But PLEASE do something about the new and UNIMPROVED design of the intersections at Dunlawton/Taylor/Yorktowne. It is is utterly ridiculous and frustrating. I avoid it whenever I can, but unfortunately I have to drive that way almost every day. There are time-consuming backups no matter which way you go. My only hope is that the people who designed and subsequently approved this plan have to travel it frequently as well so that they know what a mistake it was - and will fix it!!! On a much smaller scale, the intersection at Dunlawton and Nova is frustrating as well when only 4 cars make it through the light during rush hour.

162.254.92.4

District 4

Street/Subdivision: hills

You need to move quicker on approving new construction....

108.90.166.131

District 4

Street/Subdivision: Legume Dr., in the Hamlet subdivision

The new traffic pattern, following the elimination of left turns from Taylor onto Dunlawton/Taylor, is a nightmare (I don't know whom to blame). We have too many new businesses that no one needs and that create additional traffic. The Pavillion is great, but that was a good place to stop.

99.170.115.22

District 4

Street/Subdivision: Lived on Osprey nest lane

Need to up date your mailing list!! Haven't lived in PO since April, 2010 !!!!!!!!!

71.122.179.158

District 4

Street/Subdivision: Lone Oak

We are very unhappy that a dog park was added to the All Childrens Park. The space could have been used for children & family fun. People that live in neighborhood have back yards for their pets. By adding dog park the traffic on spruce creek has increased, it is sometimes very difficult to leave our subdivision.

71.46.253.179

District 4

Street/Subdivision: Oakland Park

The Port Orange officials....elected and appointed, are truly those who care for Port orange and it's residents. We have so much to be thankful for here. Port Orange is a model community. God Bless us all !

72.239.249.115

District 4

Street/Subdivision: Oakland Park

20yrs ago "Quality of Life" here was a 5+. It has been on the decline since. Growth and Development are inevitable, but "Quality of life" should be the check and balance. It clearly looks like there is a sense of build it first and then figure out the traffic, QOL impact on residents and etc.

72.239.111.71

District 4

Street/Subdivision: Oakland Park

The two areas that I scored lower pertain are spelled out below: I rarely see officers in the area where we live. Just a ride around the neighborhood would be welcomed. We Almost never see officers on Spruce Creek Rd. south of Taylor Rd. This area has become a racetrack and honestly quite dangerous for those walking and riding bikes. We have seen several children almost get hit by cars going well over the speed limit.

108.90.164.151

District 4

Street/Subdivision: Oakland Park, previously Coquina Cove

Relax sanctions on business coming into Port Orange having to adhere to specific building colors. Have the younger generation in mind when allowing retail business to come into Port Orange. Restricting traffic from taking a left off of Taylor onto Dunlawton/Taylor has done nothing for traffic, and is extremely annoying. Increase in population has brought about more homeless/vagabonds. Would like to police that more. Port Orange doesn't feel as safe as it used to, unfortunately.

4.31.179.226

District 4

Street/Subdivision: OVERLOOK TRAIL

I am ashamed of the "gateway to our city coming and going off of 1-95/Dunlawton, US-1 Trash everywhere,no landscaping or very poor attempt, (check out South Daytona!!) What we have is dying or dull. Re-paving Dunlawton??? Whose brilliant idea was that! Money could have been well spent elsewhere to improve our look. The city is so concerned about new businesses and there look to be a part of the city plan they are forgetting the lasting impact on a simple sign welcoming or saying goodbye, comeback soon To all of our tourist and even locals.

24.73.226.42

District 4

Street/Subdivision: parkridge

we have the worst management and council in the last 25 yrs.

68.204.4.102

District 4

Street/Subdivision: Raintree drive

The DOG PARK really needs a lot more attention then it gets. It could also use a nice big sign that say's """"NO PIT BULLS""""

72.239.109.82

District 4

Street/Subdivision: Raintree Subdivision. Timber Trail

For the tenth time, please replace the broken water fountain (was struck by lightening) in the retention pond between Southport and Alstrum roads...behind my house on Timber Trail. Reps. have come out to "look" at it twice, but it never gets fixed...been at least 2 years now. THANK YOU! Dr. John and Kristine Sloane 39 Timber Trail

74.247.212.2

District 4

Street/Subdivision: River Oaks

Port Orange is a great place to live.

72.239.195.194

District 4

Street/Subdivision: Riverwood

Very concerned that we make a wise choice of city manager. Challenges such as the fire pension issues will be critical to resolve. Leaders such as Dennis Kennedy and (soon) Allen Green will be impossible to replace. Our new Council is stacked in favor of police/fire interests, and we need balance of all interests.

104.169.40.141

District 4

Street/Subdivision: Riverwood & Greenbriar Subs

The people at the code enforcement dept. can be very difficult to deal with. They should remember we are paying their salaries and should not be considered a nuisance.

108.249.136.73

District 4

Street/Subdivision: Riverwood Plantation

The traffic pattern enacted to accomodate BJ's/LA Fitness is horrendous. I resent having to trek around the entire complex to get to I-95. Also, if you're not going to allow U-turns in front of Target, please enforce that law. The illegal U-turns have been increasing and are a hazard.

155.31.25.168

District 4

Street/Subdivision: Riverwood Plantation

Dunlawton was so beautiful but due to new business opening, many of the trees that made the street so attractive have been removed. There is a way of removing "some" of the trees so that the new businesses are visible without removing so many and still maintaining the asthetic nature of the street.

24.227.35.106

District 4

Street/Subdivision: Riverwood Plantation

We and others to whom we speak believe the change in traffic pattern from Taylor Road to I 95 via Yorktown has caused large and unnecessary delays for both Yorktown and Dunlawton traffic with no benefits. We hope there is consideration for reverting back to the previous route from Taylor Rd Ext. to Dunlawton to I 95.

70.209.48.108

District 4

Street/Subdivision: Riverwood Plantation

I wish that the city would take more pride in it's looks. Medians are messy and not mowed (especially by I95). Residents always have messy garbage out or are not keeping up yards. Junk/cars in yards. Not much pride anymore. Port Orange could be/should be such a nice place to live!

72.239.251.241

District 4

Street/Subdivision: Riverwood plantation

Only issues are attitudes by some of the office workers and no one ever answers the phone up there. Always get voice mails.Have to go up there in person for quick assistance Or resolve.

166.172.187.54

District 4

Street/Subdivision: Riverwood Plantation

A lot of DK's because we just moved here on9/26/14.

72.239.193.206

District 4

Street/Subdivision: RIVERWOOD PLANTATION

PROPERTY TAXES ARE TOO HIGH !! EXTRA EXEMPTION SHOULD BE BASED ON AGE ALONE; NOT BY A SOCIALISTIC MANNER AS TO AMOUNT OF INCOME.

72.239.216.99

District 4

Street/Subdivision: Riverwood Plantation

Traffic flows on Dunlawton near I-95 are bad. It seems that traffic has outgrown the corridor's capacity. It's time to look for another way to cross I-95. Maybe four lane Willow Run and Williamson and that bridge. Maybe another bridge over I-95 from Williamson to Tomoka Farms road just south of I-4.

155.31.113.207

District 4

Street/Subdivision: Riverwood Plantation

Can you please ask the police officer to stop parking his car in the middle of the road everyday on Del Mar Drive. All the neighbors don't like it but don't want to say anything cause he's a cop.

108.83.160.246

District 4

Street/Subdivision: Sabal Creek

1. When selecting the next police chief find someone who is proactive in community policing not proactive in writing tickets. Get the officers out of their cards and into the community. 2.Stop allowing the gad-flys at council meetings to control the council. Represent the whole not the few. 3. The city taxes are too low, return to a quality city in service and appearance. 4. Reminder to council you are responsible for policy, city staff

is responsible for operations. Stay out of operations, your not qualified. 5. Reduce garbage collection to once per week. Twice a week is a waste of money. Encourage (require) recycling.

172.11.141.117

District 4

Street/Subdivision: Sawgrass Point

I am the liaison between our Neighborhood Watch Program and the Police Department. Officer Serena Besuden is an excellent ambassador for the City PD. Several years ago, our house was burglarized, and as we were away for a 4 day trip, the perpetrators were long gone, along with jewelry and electronics. The Police Department Detective caught the person and he went to Jail for 6 months. I recovered some of my jewelry from pawn shops, as did the Detective assigned to our case. This is when we started our participation in the Neighborhood Watch Program. I am a former Police Officer as well as a former NCIS investigator. I send out regular e-mails to most of the residents of Sawgrass Point (who agreed to participate) and I believe crime is down in our area because of residents being more aware, and the Police being great, and our awareness of our neighborhood participating in the Neighborhood Watch Program. I am the captain and encourage everyone to participate in the Police Program which uses Police Volunteers to check your house when you are away from home. WHAT A TREMENDOUS PROGRAM. I have lived in many states and countries and have never heard of another program like it. I believe it really works very well. My belief this is my way of giving back to our community and the city for all the City does for me.

68.202.58.101

District 4

Street/Subdivision: Seminole Woods

Overall, good job running the city. Like the way PO attacks issues, not waiting until there is trouble, but remaining proactive to avoid potential trouble before it becomes a high level disaster.

70.198.70.149

District 4

Street/Subdivision: seminole woods

All New Development should be minimum of half acre zoning.

68.204.7.23

District 4

Street/Subdivision: Seminole Woods

Our Mayor does an outstanding Job

99.169.229.213

District 4

Street/Subdivision: Skylake

I think the streets could be better lighted. I would also appreciate a detour sign when City Center is closed for special events.

72.239.204.62

District 4

Street/Subdivision: Skylake

Generally I think that Port Orange is a great place to live,I think it is getting a little to large-the apartment type complexes need to be limited.Traffic at this time of year is not nice.The work around for the BJs plaza has caused a traffic headache.Needs to be re evaluated.Parks library etc are great.Family days etc all very nice.A few years ago I had the need for emergency services with my Dad and my grandson.There are some very good people there but there are some of the employees who are not professional and do not listen I reported a couple.I think they need a better evaluation at the time immediately after service from constituents.I am a nurse and was constantly getting feed back.Improper behavior would be reported at the time and the individual reprimanded curtailing such behavior.Keep up the good work.

72.239.108.52

District 4

Street/Subdivision: skylake 1

Redesign/reinstate the Taylor Rd/Dunlawton Ave intersection. It was better the original way. The congestion at Yorktown/Dunlawton is simply ridiculous! Fix the pot holes at Taylor/Dunlawton eastbound and Taylor/95 exit. Stop the frantic growth. The city seems to be bursting at the seams. Enough already.

107.146.105.243

District 4

Street/Subdivision: Skylake Estates

The permitting office is slightly understaffed. You have an excellent staff but it does longer than should be necessary to acquire a permit.

72.239.240.163

District 4

Street/Subdivision: Spruce Creek Estates

I grow more concerned each day with the congestion around Dunlawton, Taylor Road, I-95 area even before the Wawa station opens. Traffic exiting 95 onto Dunlawton from the north is beginning to back up on the interstate and very dangerous not to mention the congestion up and down Dunlawton. Might be too late to do anything. Great planning? Not.

75.112.148.15

District 4

Street/Subdivision: Spruce Creek Estates

I feel that the city should not be buying land for parks, or for future building plans. Look at the Riverwalk project all the money spent and nothing is happening this has been over 15 years the city spent money for nothing. Sell it and recoup your investments and lower the millage for the home owner.....

72.239.249.127

District 4

Street/Subdivision: Spruce Creek Woods Dr

I have lived in Port Orange at the same location for 24 years. In that period of time I have seen the city transform from a beautiful,safe tranquil,peaceful community,with high standards for commercial and residential developments. It had a building code that preserved the natural trees and demanded building setbacks with buffers.Driving,walking or biking within the city was safe at any time day or night. Look at it now.Traffic congestion that gets worst ever day with a traffic light at almost every intersection. New developments that place building right next to streets (the new BJS & Taylor Rd),one of the ugliest new police stations I have ever seen,police sirens blaring at all times day and night,not safe to shop after dark,hundred year old oak trees being cut down for more banks,drug stores and strip malls.City officials have reduced the quality of life of Port Orange residents to appease out of state developers. Sad for me to see this decline.Mayor Green should be ashamed to let this happen.

184.91.27.3

District 4

Street/Subdivision: Spruce creek woods Drive

I hate the way you can no longer turn left off Taylor onto Dunlawton. The build up of businesses in that area is horrible. I want to move out of Port Orange because it has become so commercial. The traffic in that area is ridiculous. I loved the hometown smallness of Port Orange in the past, now there's too many fast food restaurants. I would like to be able to use the track at Spruce Creek High School since tax payer money paid for it.

68.204.5.47

District 4

Street/Subdivision: Spruce Creek Woods subdivision

Too much commercial development. The traffic is now awful and the residential neighborhoods along Taylor Road east of the interstate are being ruined by all the commercial development and subsequent traffic. Poor, poor planning - the development should have been restricted to property only facing the Dunlawton corridor.

184.91.21.50

District 4

Street/Subdivision: Sterling Chase

Please note that for the section pertaining to "Port Orange As A Community," my answers have drastically diminished from all fives to ones and twos in the past couple of years due to the introduction of two Section H apartment complexes in the recent past. We are noticing significant and declining differences in aspects of our city which we believe too coincidental. Also, the over-development on Dunlawton Avenue is having a terrible impact on traffic, particularly near the area of I-95. PLEASE! No more!

98.65.167.113

District 4

Street/Subdivision: Sun Lake Estates

I love this City. My only compliant is the lack of the City's maintenance with regards to the lawn care along Spruce Creek Road from Taylor Road down to past our subdivision. It becomes very unsightly especially in the summer months. It should be cut more often.

72.239.241.42

District 4

Street/Subdivision: Sweet Water Hills

our visitors always comment on how clean the street are and how spaced back buildings are from the main street - Port Orange is a city that every citizen should be proud of

64.132.150.70

District 4

Street/Subdivision: Sweetwater Hills

I love living in Port Orange. We need a large Bookstore. Love the new shops and places to eat.

184.91.39.89

District 4

Street/Subdivision: Sweetwater Hills

Should do something soon about the drainage on Tumblebrook Dr. Water, flooding, and pump noise are a problem.

71.43.226.50

District 4

Street/Subdivision: Sweetwater Hills (mostly underwater!)

Maybe use Police resources somewhere other than the High School. Don't you think enough tickets have been written? We got the message, you CANNOT pickup your own child from school.....

184.91.19.155

District 4

Street/Subdivision: taylor woods

as I said last year, our neighborhood is treated as 2nd class to all the ritzy ones just a little further down Williamson. We have unregistered cars in driveways, boats in between houses, and a water drainage pond between us and Summer Trees that is becoming a swamp because there is no aeration fountain. Pads for benches never installed make us feel that the city cares more about the Riverwalk which does not exist than a group of homeowners that does. i could go on, but why bother! thanks anyway

68.202.57.2

District 4

Street/Subdivision: taylor woods

as I said last year, our neighborhood is treated as 2nd class to all the ritzy ones just a little further down Williamson. We have unregistered cars in driveways, boats in between houses, and a water drainage pond between us and Summer Trees that is becoming a swamp because there is no aeration fountain. Pads for benches never installed make us feel that the city cares more about the Riverwalk which does not exist than a group of homeowners that does. i could go on, but why bother! thanks anyway

68.202.57.2

District 4

Street/Subdivision: The Lakes

Although the streets are much better than I'm accustomed to in New York, I feel that our communities(The Lakes)roads and sidewalks are in need of repair in spite of the favorable weather we have. I also think that the street lighting is inadequate. Also the trash collection service personnel often leave a mess and throw our refuge containers with disregard. I have already had a container damaged and have had to clean up the spilled trash left behind several times. I have also had to call and request that yard waste be picked up after it was ignored for three weeks.

67.8.146.178

District 4

Street/Subdivision: Trailwood Drive

Here are some rants: Let us have yard sale signs. Stop messing with the traffic signals, are we the ONLY city that doesn't time turning lanes like everyone else? This is dangerous! 25mph behind BJ's...really? really? If you're going to build, plan the traffic better, you're making it dangerous for us. Residents are very upset about this. Poor planning during the Pavillion, poor planning with the new BJ's / LA Fitness lot. Can we get a public fishing spot on the Spruce Creek? Lastly, where are the orange trees in Port Orange? My husband and I always say how ironic it is that we live in "Port Orange", yet the city has no orange trees for the citizens anywhere in sight. A community garden would be terrific. Anyway, I still prefer PO to Ormond. But keep growing with poor planning like this, and we're out.

75.112.143.120

District 4

Street/Subdivision: Water

Clamp down on bicycle riders who ride without lights at night, who ride on the wrong side of the road, who ride in the wrong direction on the road, who do not obey the traffic rules. Clamp down on parking in intersections while awaiting school buses. Enforce the speed limit laws, especially in subdivisions. Enforce the full stop law -- this is the most violated law hereabouts. Clarify what district you are requesting -- School, Voting, etc....

67.8.20.129

District 4

Street/Subdivision: Water's Edge

This is a great town to retire or raise your family in. I wish we had higher end retail stores and the town would fix the soccer fields.

68.202.63.230

District 4

Street/Subdivision: Water's Edge

Public comment at City Council meetings needs to be better controlled. Individuals should be filling out participation slips for generic participation or a specific item, it should not be a free-for-all during the discussion on every single item. This is very unprofessional and poorly run.

67.78.166.98

District 4

Street/Subdivision: Water's Edge

I do feel that the Port Orange Pavilion has been a nice addition to Port Orange.

75.112.148.15

District 4

Street/Subdivision: Waters Edge

I am alarmed and saddened by the rapid addition of businesses in Port Orange. There is such a thing as too much growth. Traffic has become really heavy on Dunlawton. There seems to be little regard for destruction of wooded areas. What happened to Tree City USA? I feel our community is quickly losing our "unique by choice" philosophy. We are beginning to look like Granada Blvd. I feel our safety as a community is suffering also. Our small town feel is being replace by a city without personality or character. So disappointed.

68.202.60.43

District 4

Street/Subdivision: Waters Edge

Police should be more proactive with regard to home invasions in the City of Port Orange. It seems that they are more concerned with setting up speed traps. While it is important to ensure that drivers obey speed limits, it is equally important that the citizens of the City of Port Orange are protected from violent crime. Please address this immediately, Mr. Mayor. Thank you.

174.224.132.105

District 4

Street/Subdivision: Waters Edge

I think a section needs to be added for the Mayor & Council. They are an integral part of the things that are good in Port Orange as well as the things that are bad. Every department listed runs it's operation based on the direction of the City Manager who reports to Council directly. So why are we not rating them also?

172.20.5.22

District 4

Street/Subdivision: Waters Edge

It would be nice if there were more restaurants to choose from when dining out.

68.202.59.17

District 4

Street/Subdivision: waters edge

The traffic on Dunlawton is out of control. dummest thing done was the newest light on taylor where you have to make a right only then taking away the Uturn by target. What a MESS!!!

71.42.47.218

District 4

Street/Subdivision: Waters Edge

The Traffic on Dunlawton at Clyde Morris and Yorktowne is beyond horrendous! This is a major headache and our city is allowing for even more business development with NO

plans for diminishing the traffic problem. It takes me 20 mins to go 5 miles. What will happen when they start construction on the I-95 bridge at Dunlawton. What is the plan for this? Does anyone care? Also, the crime rate, home break ins are on the rise in our city. Low income housing is not the way to fix this problem. What are our council leaders thinking?

67.8.20.185

District 4

Street/Subdivision: Waters Edge

Development of the intercoastal area for community access/ use would be great.

68.202.62.155

District 4

Street/Subdivision: Waters Edge

Cops on Airport Road are not very forgiving about speeding. They should give citizens warnings before handing out tickets on the first offense. I got stopped by a cop even after I realized I was speeding and slowed down and I explained to him that I just lost my job and a speeding ticket would be a heavy burden on me. He still handed me the ticket even after he saw two children in the backseat of my car and I begged him. I begged and pleaded with him that I don't usually speed and I told him I slowed down when I realized I was speeding. He insisted that I slowed down when I saw him in my rearview mirror, which is impossible if he didn't turn on his sirens.

68.202.63.54

District 4

Street/Subdivision: Waters Edge

The traffic on Dunlawton please work on lights and flow

67.8.24.253

District 4

Street/Subdivision: Waters Edge, Calistoga Circle

Developers need to be required to repair or replace the things they damage. Developer's trucks in the new section of Waters Edge have destroyed curbing and run over lawns on Calistoga Circle. Undergound utility installation has carved up well-kept lawns without regard to the needs or concerns of the residents. ICI seems to do whatever they want with impunity.

68.202.56.40

District 4

Street/Subdivision: WATERSEDGE

We moved here when my son was 8-3rd grade. School system was good and at that time city sponsored sports was great. However, when he comes home from college and they try to do a pickup game at our CITY gym they are told no..it's either being worked on (wasn't there a big refurbish done a few years ago?) or it's not available..it's a CITY GYM for the residents...would think it there would be a court avaiable during gym hours. Very sad as he had great memories of playing basketball with friends there and now they have to go to Daytona to play inside.

4.71.24.194

District 4

Street/Subdivision: Watersedge

We are new to the area and looking forward to all the city offers to the citizens. Still need to find employment and hopeful the city does everything it can to make sure there are jobs available in port orange.

67.8.20.219

District 4

Street/Subdivision: White Acres

Tree in front of my house, hit by lightning once, other half over power lines and leaning. Am concerned on which direction it will fall if hit again. I feel it should come down.

99.169.231.15

District 4

Street/Subdivision: Winter Park Estates

Bring Manufacturing here, rather than so much new construction. Revitalize neighborhoods instead of building new ones. Save our natural resources and stop putting a drugstore on every corner. Tree City is losing its trees at a rapid rate.

108.249.137.15

Dont Know

Street/Subdivision: not recorded

We no longer live in Port Orange. Please remove russ@floridacomnet.com from your emailing list.

72.188.8.2

Dont Know

Street/Subdivision: not recorded

5579 lancewood dr PUT CODE INFORCEMENT TO WORK. THERE IS NO REASON CITY POLICE, GARBAGE TRURKS, AND CITY VEHICLES CAN'T REPORT THINGS THAT ARE OUT OF ORDER. THANK YOU.

50.10.46.19

Dont Know

Street/Subdivision: not recorded

Leadership still needs to improve, the main issue in my opinion is that you have plenty of managers but no leaders.

99.169.228.112

Dont Know

Street/Subdivision: not recorded

I was pulled over for no reason. .said my license was expired but I hold a valid ga license as I own a home there as well. ..why was my tag ran? Do you profile bikers...thinking its crazy to have officers running plates for no reason ...

107.146.113.245

Dont Know

Street/Subdivision: Baywood Cactus St.

Trim trees so people can see the street signs. Educate home owners how to get rid of crime on your street. Be an extra eye & ear for your Police Dept. Let these scum bags know we will not out up with this & keep Port Orange clean & safe.

108.249.136.57

Dont Know

Street/Subdivision: Biro

Excellent response from City Council members and public works, dispatch

99.170.113.88

Dont Know

Street/Subdivision: Brandy Hills

When I drive north on Clyde Morris Blvd. I am so tried to seeing that flashing sign by the police station. If you had better communications with the residents of Port Orange, there would be no need for that flashing sign. Also, is a permit required to have that sign on the right of way? That sure takes away from the beauty of Port Orange.

72.239.211.135

Dont Know

Street/Subdivision: Brandy Hills

Im new to the city and would like to say that we just love it here. we are impressed with all the city offers as well as the look and development.

72.239.111.101

Dont Know

Street/Subdivision: Brandy Hills

I checked many questions with DK since I haven't needed any city services. I love it here and wouldn't want to live anywhere else. Traffic is getting worse but that is to be expected. I moved here in late 1977 and can really see the difference.

72.239.246.1

Dont Know

Street/Subdivision: Brandy Hills

I think overall appearance and adherence to code needs to be improved, major roads are good, but older ones and neighborhoods need work. The birds are out of control around the city circle in that one area near the building. Why has the Riverwalk been stalled for 8-10 years. I do not want highrise condos there.

72.239.248.154

Dont Know

Street/Subdivision: Briarwood

Get a handle on the citizen activists that are causing so much friction and attrition in the city government. No nice city such as this should have such strife in its departments caused by a few citizens with their own agenda.

209.117.66.2

Dont Know

Street/Subdivision: Cambridge

I just want to mention that Julia Wiggins has always been so helpful. I hear she is a dedicated employee. That's certainly what we need in Port Orange.

72.239.109.203

Dont Know

Street/Subdivision: charles st

Thanks for an overall good performance

108.240.193.253

Dont Know

Street/Subdivision: COMENWEALTH

I THINK THERE ARE TO MANY FIRE TRUCKS GOING UP AND DOWN WE MIGHT HAVE A OVERLOAD OF FIRE PROTECTION, IT SHOULD BE LOOKED AT ,FOR CUTS IF NESSARY, I THINK THE POLICE DO A GREAT JOB ,OF POLICING THIS NEIGHBOURHOOD, BUT AS YET I HAVE NEVER HAD TO GET INVOLVED WITH THEM, WHICH IS GOOD .THE GARBAGE PEOPLE AND WATER DO A GREAT JOB.EVERTHING IS ALWAYS PICKED UP, AND THE WORKERS ARE VERY HELPFULL AT ALL TIMES, I HAD BETTER STOP THIS , THANKS FOR THE GREAT JOB YOU PEOPLE ARE DOING, THANKS AGAIN ,JOE.

184.91.27.117

Dont Know

Street/Subdivision: commonwealth estates

There are numerous drug and code enforcement problems in commonwealth estates. It seems the city is guilty of selective enforcement with certain residents running commercial business out of their homes. Also drug activity is done out in the open and the police department seems unwilling to do anything about it.

184.91.31.68

Dont Know

Street/Subdivision: coquina cove

Street lights in Coquina Cove are out frequently which makes it very dark and unsafe for families exercising.

72.189.192.70

Dont Know

Street/Subdivision: Countryside

Would like to see more street lights and better storm water drainage.

66.87.148.113

Dont Know

Street/Subdivision: Countryside Waterbridge

The traffic on Dunlawton is getting worse each year and the City is unable or unwilling to address the issue. Instead they issue more building permits which of course adds more traffic. Clyde Morris and Nova have less lanes and yet the traffic flows better than Dunlawton.

108.90.166.238

Dont Know

Street/Subdivision: Cove Ln.

When pulling out of Cove onto Spruce it is very hard to see in both directions. The brush needs trimmed back. Please forward this to proper department.Thank you.Love living here. Keep up the good work. Rich Zinsky 535 Cove Ln.

98.65.166.25

Dont Know

Street/Subdivision: crane lakes

we would realy appreciate a signal light at the entrance

67.8.146.9

Dont Know

Street/Subdivision: Cypress Cove

Check to see that there are the smaller STOP signs at the end of EVERY bike path so that the bikers don't keep riding across the street, oblivious to common sense stopping. There is no such STOP sign at the intersection of Mockingbird and Village Trail in both directions.

72.239.255.40

Dont Know

Street/Subdivision: Cypress Head

No question asked about library and that is he service I use most and view most favorably.

67.8.27.225

Dont Know

Street/Subdivision: Cypress HEad

Traffic is a major concern.

167.93.66.97

Dont Know

Street/Subdivision: Cypress Head Golf Course

During City Manager Parker's time, every single email got an immediate and individual response. Now nobody seems to care. The utility website is awkward and designed to generate penalties (for supposedly late payment, however due to lousy web site design). Attempting to waste over 1/2 million in Banquet Facilities at the Golf Course is ridiculous. This amenity is for golf, not for ballroom dancing!

104.7.26.27

Dont Know

Street/Subdivision: Cypress Head subdivision - 6244 St. Thomas Ct.

Regarding taxes etc. - How come my home falls in the category example and my taxes are around $3500.00' A far cry from $668.00.00

98.65.169.76

Dont Know

Street/Subdivision: Deep Forest

Police take too long to respond, are aggressive & refuse to investigate juvenile crimes in my neighborhood. Code enfircement woman is rude & incompetent. I called her for a

problem & proceeded to have a 20 min text off with her collegue that lives in Fox Borrow. The water bill is $95 per month it was never that high b/f the new meters. I say its time for an in investigation on water. I hate the invasive bamboo planted by BJ's & the traffic all over that area. The traffic lights are not adjusted properly. They are causing road rage. The light at yorktown & dunlawton left arrow to I-95 needs to stay gree longer by at least 2 -3 min

72.239.109.40

Dont Know

Street/Subdivision: Devon

That new one way no left turn off taylor towards 95 is terrible i would b very interested to know why that was done

107.146.125.63

Dont Know

Street/Subdivision: Devonwood Subdivision

I was unable to view the map on my phone. I would like to pay less taxes with the exemptions available,or could be available for seniors if City of Port Orange participated as is available to it. I would like to be able to view City POG TV, as I do not have cable, Dish, etc. I have never been able to watch as I only have the Airwaves TV. Thanks for considering these options.

66.87.109.42

Dont Know

Street/Subdivision: Falcon Crest

I'm very disappointed in the entire management of the city. From the Fire Chief to the Public Works management. Our city has bloated over paid unfunded public safety pension plans. I use to be proud of my city, but now I am ashamed of the behavior of the utilities staff and the lack of management and oversight by the council. Please restore control and cut the pay an pensions of police and particularly the fire department. Love POG TV, love Mayor Green, new finance director is focused and on task. Flush the citizens advisory committee.

209.191.164.24

Dont Know

Street/Subdivision: Forest Lake Preserve

I love Port Orange!

108.94.97.86

Dont Know

Street/Subdivision: fourth st

We need a flat bike/rollerblade path!! The bumps at the end of the side walk have made me fall more than once!

204.139.85.158

Dont Know

Street/Subdivision: fox pl

only had to deal with public works once,we requested a new water main shut off valve because the old one was stuck in the on position and we were told it would take 1 1/2-2 years to change,i do not consider that acceptable.we had to hire a plumber to fix the situation.

75.130.229.164

Dont Know

Street/Subdivision: Foxboro

New water lines were put in Foxboro. The workers did some damage to sidewalks. No one ever came back to repair, even after a phone call to the utilities dept.

72.239.199.138

Dont Know

Street/Subdivision: Foxborro

It seems because we live in an older subdivision our streets and our side of town are forgotten with maintenance. These are the original 30 year old pavings. Nobody enforces the codes.

72.239.250.108

Dont Know

Street/Subdivision: Golden Apples Tr

I am not sure where you are getting the 668.00 figure for taxes. I pay 1500.00 in the example you gave. Taxes is one reason why people are not buying and building homes as they will have to pay full value. There needs to be a way to have portability when moving.

161.150.240.4

Dont Know

Street/Subdivision: Hawks Landing

Please reconsider the traffic pattern on Dunlawton and the side street next to BJs. Since drivers cannot turn left there, they are forced to go to the next light east of that intersection. Many, many resort to making a Uturn at the break in front of ChicFilA. I have to dodge their doing so several times a week and have had WAY too many close calls. Some have begun turning into the driveway between ChicFilA and Starbucks, then trying to make a Uturn before they approach the stop sign, blocking traffic. Short of reworking the traffic pattern at the light, please consider posting additional "No Uturn signs" on the east side of the cut through in front of ChicFilA, and possibly stepping up police patrols to catch offenders or discourage Uturns at that location.

168.244.5.54

Dont Know

Street/Subdivision: Hunt Club

Some higher end chain restaurants would be greatly appreciated

72.239.245.210

Dont Know

Street/Subdivision: Isabelle Avenue

We own a rental property and seldom visit. The city always appears clean and we've never had a crime incident involved with our property. Port Orange appears to be a good community.

209.112.193.10

Dont Know

Street/Subdivision: Kane dr

Na

166.172.189.219

Dont Know

Street/Subdivision: Lone Oak

Great city! The streets in our subdivision need repaving.

108.249.136.235

Dont Know

Street/Subdivision: Longlake Dr

Improve the city accounting for income and expecditures

67.8.28.174

Dont Know

Street/Subdivision: oak hammond

I do not live n fl. I rent my unit

45.18.1.213

Dont Know

Street/Subdivision: Pepper Hill

I feel the water department is puposely manipulating the billing cycle to increase revenue. My billing cycle fluctuates from 26 days to 35 days throughout the year. I can understand 2-3 days variation due to weekends. The meter reading department should be able to have the same schedule every month since there should be a fixed number of meters to read each and every month. In my opinion there is no reason it should fluctuate that much other than to increase the rate at which my water usage is billed. Shame on you Port Orange!

71.42.47.218

Dont Know

Street/Subdivision: Riverwood

Any improvement in the smell of the reclaimated water would be much appreciated. Love Port Orange!!

24.151.54.91

Dont Know

Street/Subdivision: Sabal creek

We are still new (8 months) but so far so good

166.172.188.195

Dont Know

Street/Subdivision: Sanctuary Garden Blvd.

Wow my home is valued about $300.000.00 and I pay $4700.00 a year on my tax bill. Where did you get the figures in this survey?

68.202.60.23

Dont Know

Street/Subdivision: skylake

Need more big industry which requires incentives to get them here

104.10.128.80

Dont Know

Street/Subdivision: Springwood Square

I'm moving to New Smyrna Beach where it's quiet and less congested. The constant loud mufflers on Nova Rd drove me out of Port Orange. You need to make a law against extremely loud mufflers!

108.253.162.96

Dont Know

Street/Subdivision: sterling chase

Dunlawton has gotten so crowded with the expansion of new markets and businesses, that it is almost impossible to navigate to the beach in a timely manner. We need another route to the beach, and we do not need two WAWA's. We also do not need anymore fast food chains.

68.202.56.240

Dont Know

Street/Subdivision: sterling chase

It is very dark in our subdivision and we have had some crime. cypress head has also had break-ins too. It would be great to have moreally activit is for middle school and teens that are supervised.

68.202.61.250

Dont Know

Street/Subdivision: Summer trees south

Please stop the building! It has gotten so crazy here and I miss the nice quiet community is use to be. The traffic Lights are not synced correctly and you catch every light going east / west on dunlawton which increases your drive time. The no right on red posts are ridiculous and sure don't understand why you can't turn left if there are no cars coming. The weeds in the grass, garbage, and construction debri around I95 and down south Williamson on the medians are an eye sore. Port Orange use to be so nice and I don't feel safe here anymore....

67.8.23.94

Dont Know

Street/Subdivision: sun lake

Quit changing our traffic paterns for corporate America and snubbing your nose at the little guy!!!

166.172.190.162

Dont Know

Street/Subdivision: Sunset Cove

I feel that there is a lot of new construction going on but there are a lot of abandoned or unused buildings that should be taken care of or taken down.

72.239.216.19

Dont Know

Street/Subdivision: Sweetwater Hills

Code enforcement is totally lax in enforcing the code. Cars are parked on quite a few LAWNS, boats and other junk parked in driveways and trash piled aside of homes. Also, when leaving the subdivision, the fences block your vision and you need to pull out too far to see oncoming traffic. This is an area with an "accident waiting to happen" especially with the increase of traffic on Hensel Road. The condition of the fences lesves something to be desired. Let's not wait until Sweetwater Hills becomes an undesireable area. Street lights are definitely needed on Dunlawton Road.

98.65.164.249

Dont Know

Street/Subdivision: Tanglewood Estates

I would love to make a suggestion. On Williamson and Taylor going the direction that passes in front of VFW behind Walgreens, there are no lights working at night for sidewalks. Light poles appear to be there but they never work. My friends and I have a habit of walking in the evening, but we have to carry flashlights. We always meet others walking in the dark....because it still gets dark at 6:45pm - 7:00pm at this time of year.

But the lights should automatically come on because it is dark but they don't. Anyway, it is very dark and lots of people go up and down those sidewalks. I suggest this as a definite safety precaution. Thank you for allowing me to provide my input. If you want the exact location, please contact me....I think its important enough and will be glad to provide more detail. Thank you again.

67.8.23.235

Dont Know

Street/Subdivision: Taylor

Careful of urban sprawl. Give incentives to refurbish old instaed of all new

97.102.150.137

Dont Know

Street/Subdivision: Taylor rd

Enforce rules during bike week. DUI, speeding, and noise.

72.239.249.87

Dont Know

Street/Subdivision: The Harbour Point - on Portobello Dr.

Concerning the replaving of Dunlawton Ave. - why break up a perfectly good concrete road and to then blacktop it? Was this not a waste of money? There are other streets in the city that need repaving but Dunlawton did not need it.

72.239.242.164

Dont Know

Street/Subdivision: Town Park

I attended a city meeting one time for a complaint. No one ever got back to me to help resolve my problem.

72.239.211.44

Dont Know

Street/Subdivision: twin gates

clean up our subdivision. was not happy with the service l got in water dept.

72.239.196.109

Dont Know

Street/Subdivision: W. Bayshore Dr

My main gripe is the people standing on major intersection corners with big signs waving them around. It makes our town a joke. It's like the redneck riviera out there . It is truly bad form I can't believe you allow it to happen. We will never be taken seriously with this going on in our streets. Do the right thing and ban those signs

72.239.207.190

Dont Know

Street/Subdivision: Water's Edge

We moved out of Florida 7 years ago. We no longer reside in Port Orange, Florida. Please remove my email address from your records. Thank you, Dave Schatzmann portorange@schatzmann.com

12.162.81.154

Dont Know

Street/Subdivision: Waters Edge

We need some new up to date schools, especially Spruce Creek High School. It is time to seriously think of building a new high school for 3,000 plus students and have at least two or three gymnasiums. We also need to protect the students who bike to school by having more wider bike trails. Again we need more street lights along Williamson and other places to protect the driving public. When a new housing development comes your way, be sure to have the streets wide enough for parking and traveling. Waters Edge streets are too narrow, for an example. All new sidewalks should be wide enough for pedestrians and bicycles.

67.8.31.144

Dont Know

Street/Subdivision: Waters Edge

Building too much! Dunlawton is starting to feel like Alafaya trail in UCF. Too many cars too many people and every single tree is getting torn down. The Dunlawton trees lining the road should stay. Tear down old buildings and areas that need a refresh and leave the natural landscaping alone!

12.226.185.2

Dont Know

Street/Subdivision: waters edge

The growth management is going in a totally wrong direction in Port Orange. The Main Commercial Corridors are Ridgewood and Nova. The Commercial growth in the Duwnlawton area with Gas Stations and big box retail will chock the town in a very near future, and degrade the quality of life. Master Planning is a tool that is not properly utilized in Port Orange for commercial and mixed use growth. 2. The Police officers must be trained to be courteous to the citizens and avoid bulling tactics. 3. Christmas decorations along the Dun Corridor is non existent. Please use the Shores and Ormond as models to follow. It will enhance the sense of community and help businesses along the corridor.

71.43.98.186

Dont Know

Street/Subdivision: watersedge

Main issue is the rudeness of the police officers in this community. Not one person I've talked to who lives here ever had a positive thing to say about the way the police person conducted themselves. Very rude was the common theme.

70.209.53.172

Dont Know

Street/Subdivision: willow run

Elect a new mayor.

72.239.194.53

Dont Know

Street/Subdivision: Willow Run subdivision, street-Harms Way

wish we had better gas prices, a little to high.

64.88.163.125

Dont Know

Street/Subdivision: WIMBLEDON CT PORT ORANGE FLA

I LIKE GOING TO THE PARKS AND BRING THE DOGS. I HOPE THEY COUNTINUE TO HAVE THESE PLACES TO TAKE THE ANIMALS.

72.239.222.56

Dont Know

Street/Subdivision: Woodcliff Rd

It is time to stop all new residential and commercial construction affecting traffic in and around the Taylor Road/Dunlawton/Williamson corrider, the roads can no longer absorb the amount of traffic. The city has reached it's saturation point in this area. The construction of the BJ's/Golden Corral and all adjacent business's was a huge mistake

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Co-Sponsorship/Club Exchange Agreements Policy

DEPARTMENT: City Clerk

RECOMMENDED MOTION: DISCUSSION ITEM

SUMMARY: The City has recently been approached by multiple co-sponsorship groups offering cash or materials towards improvements of City recreational facilities in exchange for credit towards future co-sponsorship dues and other consideration. In essence, this transaction would operates much like a pre-payment plan.

Currently, the Port Orange Youth Football Association ("POYFA") has informed the City that its successfully applied for and received a grant from the Daytona Beach Racing and Recreational Facilities District totaling $146,400.00. POYFA is willing to transfer $100,000 cash to the City for improvements at Coraci, as well as grandstand seating donated by the Speedway, in exchange for exclusive rights to the playing field at Coraci and credit towards their annual co-sponsorship dues (currently $2,000.00/year).

Similarly, The Police Athletic League of Port Orange, Inc. ("PAL") has offered to pay $16,000.00 towards the installation of three new scoreboards at the Gymnasium in exchange for credit towards their annual co-sponsorship fees.

The City has adopted a parks and recreation donation policy (Resolution 11-5), however this policy does not contemplate the type of long term pre-payment arrangements that are being requested by certain co-sponsorship groups which are not purely donative in nature.

Staff is recommending the adoption of a resolution to specifically establish the criteria and guidelines for pre-payment agreements in order to provide for uniform application to any and all co-sponsorship groups seeking such an arrangement with the City.

Project No.:	Funding Account No.:

ATTACHMENTS:

Fenwick, Robin Created/Initiated - 05/06/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Discussion on Palmer College Lease Agreement

DEPARTMENT: City Manager

RECOMMENDED MOTION: Provide Direction on Palmer College Lease Extension and Purchase Options

SUMMARY: Palmer College Foundation, Inc. (Palmer College) has leased the former Allen Green Center at 4705 South Clyde Morris Boulevard since May 9, 2002. The lease was extended on January 5, 2010 for another 10-year period ending on March 31, 2020. The College uses this location as their chiropractic clinic and has expressed interest in extending the lease an additional five years to 2025.

Palmer administrators are also interested in a purchase option should the City be willing to entertain such an option.

Staff is requesting direction from Council as to whether they are willing to entertain a lease extension until 2025 and/or an option to purchase.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Lease for Allen Green Center	2010 Lease.pdf

Rosen, Alan — Created/Initiated - 05/04/2015
Harden, David — Final Approval - 05/04/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: 01/05/10

SUBJECT: PALMER COLLEGE FOUNDATION, INC. LEASE RENEWAL – ALLEN GREEN CENTER

DEPARTMENT: CITY MANAGER

RECOMMENDED MOTION:
To approve the Third Amendment and Restatement of Lease Agreement for the Allen Green Center with Palmer College Foundation, Inc.

SUMMARY:
Palmer College Foundation, Inc. (Palmer) has leased the Allen Green Center since May 9, 2002. Their current lease agreement expires on March 31, 2010 and Palmer would like to continue use of the facility for their clinic and associated activities. The attached lease agreement is for a 10-year period and may be cancelled by Palmer after the fifth year subject to specified notice requirements and an early termination payment.

Palmer will pay $410,634 annually in years 1 through 3; $469,296 annually in years 4 through 7; and $483,961.50 annually in years 8 through 10. They will continue to be responsible for interior building maintenance and will receive an annual rental credit for taking over all exterior maintenance activities from the City.

Palmer is in good standing with the City and has complied with all provisions in the current lease agreement. Staff recommends approval of the Third Amendment and Restatement of Lease Agreement with Palmer as attached.

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other [ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	Shannon M. Lewis	Date 12/14/2009
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date 12/22/09
CITY ATTORNEY	Approved as to Form and Legality	Date 12/23/09
CITY MANAGER	Approved Agenda Item For:	1/5/10

COUNCIL ACTION: [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification:

This Document Prepared by:
Margaret T. Roberts, City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

THIRD AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, with its principal business offices located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129 ("City" or "Landlord"), and **PALMER COLLEGE FOUNDATION, INC.**, f/k/a Palmer Chiropractic University Foundation, Inc., a not-for-profit corporation duly organized under the laws of the State of Iowa, in good standing and authorized to do business in the State of Florida and d/b/a Palmer College of Chiropractic, Florida, having its principal business office located at: 4777 City Center Parkway, Port Orange, Florida 32129 ("Palmer" or "Tenant"), and hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement for the Allen Green Civic Center dated May 9, 2002; and

WHEREAS, the Parties entered into a First Amendment and Restatement of Lease Agreement for the Allen Green Civic Center dated February 10, 2003; and

WHEREAS, the Parties entered into a Second Amendment and Restatement of Lease Agreement for the Allen Green Civic Center dated March 20, 2007; and

WHEREAS, the Parties entered into an Addendum to Second Amendment and Restatement of Lease Agreement for the Allen Green Civic Center dated October 16, 2007; and

WHEREAS, the Parties entered into a Right of Entry Protocol for the Allen Green Civic Center dated March 25, 2008; and

WHEREAS, the Parties entered into a Second Addendum to Second Amendment and Restatement of Lease Agreement for the Allen Green Civic Center dated January 6, 2009, extending the term of the agreement for one year to terminate on March 31, 2010, at midnight; and

WHEREAS, the Parties desire to amend the Second Amendment and Restatement of Lease Agreement, as amended, as set forth in this Third Amendment and Restatement of Lease Agreement, hereinafter referred to as the "Third Amended Lease Agreement."

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

1. **Demised Premises.** The City is the owner of and hereby leases to Palmer and Palmer hereby leases and rents from the City the land and improvements located

thereon as more specifically defined hereafter. The demised premises is commonly referred to as the "Allen Green Civic Center" consisting of **16,972** square feet on the first floor, **2,955** square feet on the second floor and an expansion consisting of **9,404** square feet, for a **total of 29,331 square feet** of the building and structures, together with common grounds and vehicular parking facilities located at: 4705 Clyde Morris Boulevard, Port Orange, Volusia County, Florida and more particularly described on **Exhibit "A"** attached hereto ("Demised Premises"). Palmer shall occupy the Demised Premises as approved by the City Manager and the Parks and Recreation Director and as shown on the floor plan as described on **Exhibit "B."** Palmer, and its agents, employees and invitees shall have the non-exclusive right with others designated by the City to the free use of the common areas in the building and on the common grounds for the intended and normal purpose of such common areas and common grounds. Common areas shall include, but not be limited to, elevators (if any), sidewalks, parking areas, driveways, hallways, stairways, public restrooms, common entrances, lobby and other similar public areas and access ways. The City may change the common areas and common grounds if such changes do not materially and unreasonably interfere with Palmer's access and use of such common areas and common grounds.

2. **Term.** The term of this Third Amended Lease Agreement shall be for ten years, commencing on the 1st day of April, 2010, and extending until midnight on March 31, 2020, and for any additional periods of time during which the Demised Premises is leased by Palmer. The City shall have limited use of the general assembly room ("Auditorium") in the facility. The City and Palmer shall mutually agree upon the schedule for use of the Auditorium. Nothing in this Third Amended Lease Agreement shall prohibit the City from reasonable use of the facility or remaining properties as long as such use does not interfere with Palmer's use of the Demised Premises for purposes as described in Section 5a.

3. **Palmer Modifications.** To meet its growing needs, Palmer plans to make additional interior modifications from time to time. All modifications to the Demised Premises shall be subject to review for grant compliance and approval by the City prior to such modifications being made. At the City's sole option, all modifications shall be removed and the Demised Premises returned to its like condition at lease end.

4. **Payments and Credits.**

   a. **Rental.** The rental rate shall be based upon the square footage of the Demised Premises totaling 29,331 square feet as follows:

      (1) The rate of $14.00 per square foot for years one (1) through three (3) of the Lease (April 1, 2010 – March 31, 2013) shall in each lease year equal **Four Hundred Ten Thousand Six Hundred Thirty-Four and no/100 Dollars ($410,634.00) annually, and shall be payable in twelve (12) equal monthly installments of Thirty-four Thousand Two Hundred Nineteen and 50/100 Dollars ($34,219.50).**

      (2) The rate of $16.00 per square foot for years four (4) through seven (7) of the Lease (April 1, 2013 – March 31, 2017) shall in each lease year

equal **Four Hundred Sixty-Nine Thousand Two Hundred Ninety-Six and no/100 Dollars ($469,296.00) annually, and shall be payable in twelve (12) equal monthly installments of Thirty-Nine Thousand One Hundred Eight and no/100 Dollars ($39,108.00).**

(3) The rate of $16.50 per square foot for years eight (8) through ten (10) of the Lease (April 1, 2017 – March 31, 2020) shall in each lease year equal **Four Hundred Eighty-Three Thousand Nine Hundred Sixty-One and 50/100 Dollars ($483,961.50) annually, and shall be payable in twelve (12) equal monthly installments of Forty Thousand Three Hundred Thirty and 13/100 Dollars ($40,330.13).**

Each rental payment described in Section 4.a. of this Third Amended Lease Agreement shall be payable on the first day of the month and each successive first day of the month thereafter, in advance, without notice or demand, **commencing on April 1, 2010,** hereafter referred to as the "Date of First Payment" and shall be delivered to: City of Port Orange, Florida, Attention: Accounts Receivable, 1000 City Center Circle, Port Orange, FL 32129. The rental specified herein shall be net to the City during the term of this Lease. The rental shall include the City's cost of insurance for the real property and general liability, cost of maintaining the structural, mechanical, electrical, plumbing, elevator or access equipment, if any, and other components for the building for the Demised Premises. All other costs, expenses and obligations of every kind including but not limited to electric, water and sanitary sewer services, telecommunications services, maintenance, janitorial and cleaning services, and maintenance of the surrounding grounds services relating to the Demised Premises which may arise or become due during the term of this Lease shall be paid by Palmer. The City shall be indemnified by Palmer against such costs, expenses, and obligations.

b. **Palmer Credit.** Palmer shall receive an annual credit for taking over all exterior maintenance of the Demised Premises, including mowing, edging, landscaping, irrigation and maintenance of all surrounding grounds, to be credited in twelve (12) equal monthly installments, as follows:

(1) Credit in an initial annual amount not to exceed **$28,600.00 for years one (1) through three (3) of the Lease (April 1, 2010 – March 31, 2013) shall equal $2,383.33 per month.**

(2) Annual credit shall be increased not to exceed **$30,500.00 for years four (4) through seven (7) of the Lease (April 1, 2013 – March 31, 2017) and shall equal $2,541.67 per month.**

(3) Annual credit shall be increased not to exceed **$31,500.00 for years eight (8) through ten (10) of the Lease (April 1, 2017 – March 31, 2020) and shall equal $2,625.00 per month.**

c. **Renewal and Replacement Payment.**

Beginning April 1, 2019, provided Palmer is then a tenant in possession under this Lease, Palmer shall pay to the City the amount of **Twenty-Five Thousand and no/100 Dollars ($25,000.00) in twelve (12) equal monthly installments of Two Thousand Eighty-Three and 33/100 Dollars ($2,083.33)** to cover the costs to the City for painting and replacing the carpet throughout the Demised Premises after Palmer vacates the Demised Premises.

d. **Early Termination Payments.**

In the event of Palmer's early termination of the Lease after the fifth year, under Section 16a, Palmer shall pay to the City a total sum of **Seventy-Five Thousand Dollars ($75,000.00), to be paid in twelve (12) equal monthly installments of Six Thousand Two Hundred Fifty Dollars ($6,250.00) during the final year of occupancy under the Lease.** This shall be the exclusive remedy available to the City under the terms of Section 16 of the Lease.

5. **Use of Premises.**

a. Palmer shall use the Demised Premises for a private college, administrative offices, campus health center, clinical services, outpatient clinic, research center, and such uses as are generally appurtenant to the operation of a private college and campus. Palmer shall comply with all federal, state and local laws, rules and regulations applicable to the use of the Demised Premises. Palmer shall comply with the special event ordinances of the City of Port Orange for any special events held on the Demised Premises.

b. As more specifically provided in the attached Right of Entry Protocol marked Exhibit C, the City reserves the right upon 24 hours notice to Palmer to use a portion of the Demised Premises for an emergency evacuation shelter for persons as designated by the City. The City shall use the Auditorium, kitchen, restrooms and other common areas, access ways and common grounds for emergency management purposes. Such use shall be considered an operation of the City who shall be responsible for any damage resulting from said operation. Similarly, in the event of such use as designated by the City, Palmer shall be entitled to reimbursement from the City of any and all reasonable and necessary expenses incurred by Palmer in excess of its average 3 prior billing cycles for utility services which Palmer is obligated to pay as described in Section 10.

c. The City further reserves the right to use the new vehicular access and all driveways and parking lot areas across and within the Demised Premises for the purposes of vehicular and pedestrian ingress, egress, parking, and access to the City's adjoining property. The City's adjoining property includes the playing fields, the library parking and the fire station. The City may exercise its right of use as described herein during all times except the

normal hours of operation of Palmer's administrative offices, campus health center, clinical services, outpatient clinic and research center, not to exceed the hours of 7:30 a.m. to 7:30 p.m., Monday through Friday. In the event of a conflict or potential conflict arising out of this use and Palmer operations as may be needed in the future for Saturday operations, the matter shall be presented to the City Manager for final resolution in consultation with Palmer. The City shall prioritize its utilization of the Demised Premises to the northern most driveways and parking spaces for the vehicular ingress and egress from and to Clyde Morris Boulevard, except during special events requiring overflow parking to use the new vehicular access driveways leading to the adjoining City property northeast of the Demised Premises. The City shall provide Palmer with a calendar of special event utilization including four times per year for Family Days, Lakeside Jazz Fest, Fourth of July and the Art Show.

6. **Fixtures and Alterations.** Palmer shall not make or cause to be made any alterations, additions to the structural, mechanical, electrical, plumbing, access equipment or other components of the building and surrounding site improvements without first notifying the City as set forth in this Section. For all contemplated changes to the components of the building, Palmer shall supply to the City plans and specifications for such work, obtain written approval from the City Manager who shall be the Lease Administrator for the City, and Palmer shall apply for and obtain such permits as may be required under the Land Development Code of the City of Port Orange, Florida and other governing entities. Palmer shall provide performance and payment bonds equal to the value of all contracts for improvements naming the City as an insured. Palmer shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Palmer, or anyone holding the Demised Premises, or any part of them, through or under Palmer. If any claim of lien is filed, Palmer shall have it cancelled of record within thirty (30) business days after the date of the filing or, if Palmer in good faith determines that the lien should be contested, Palmer shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest. If Palmer does not release the claim of lien, the City may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim of lien by giving security or in such other manner as may be prescribed by law. Palmer shall repay to the City all sums disbursed or deposited by the City pursuant to the foregoing provisions of this paragraph, including the City's costs, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the City or the owner of the entire premises to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services or materials to Palmer or anyone holding the Demised Premises, or any part of them, through or under Palmer has been consented to by the City or the owner of the premises.

7. **Repairs to Demised Premises.** Upon learning of defects or operational deficiencies, Palmer shall provide verbal and written notice to the City identifying components of the building that require repair. The City shall expeditiously

commence and complete the repair, replacement or restoration of the building component to comply with all applicable building, plumbing, electrical, mechanical, accessibility and other codes and in compliance with the purchasing policies duly adopted by the City of Port Orange, Florida.

8. **Items Installed by Palmer.** All additions, alterations, expansions and improvements to the components of the building, grounds and parking lots, including but not limited to wall, ceiling and floor coverings, made by Palmer shall be the property of the City and shall remain the property of the City for the term of this Third Amended Lease Agreement or any extension or renewal thereof.

9. **Signs.** Palmer shall have the right to place upon the Demised Premises such sign or signs as may be necessary to designate the Demised Premises. Such signs shall be maintained in good condition and repair at all times, and shall comply with all zoning and sign requirements of the City of Port Orange. All permits necessary for such signs shall be obtained by Palmer at Palmer's expense.

10. **Utilities Services.** Palmer shall be responsible for all utility services and shall maintain an individual account with the various providers. Palmer shall be responsible for arranging access to and all fees associated with telecommunications services; including, but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

11. **The City's Right of Entry.** The City, or the City's agents or representatives, shall have the right to enter the Demised Premises during all reasonable hours with reasonable notice to Palmer to inspect the Demised Premises or to make repairs, additions, or alterations as may be deemed necessary for the safety of Palmer, or for the preservation of the Demised Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Third Amended Lease Agreement or to the rules and regulations of the Land Development Code as the same relates to the building and Demised Premises. Palmer shall at all times provide the City with keys to all portions of the Demised Premises. In possessing such keys, the City, its agents and representatives understand that Palmer maintains confidential patient, student, employee, and research records in paper and electronic media in portions of the Demised Premises. The Parties have agreed to the designated locations of such confidential records and have developed a separate right of entry protocol which balances Palmer's rights and responsibilities to maintain confidentiality with the rights and responsibilities of the City as Landlord. A copy of the Right of Entry Protocol dated March 25, 2008, is attached hereto as **Exhibit "C."** The Right of Entry Protocol shall remain in full force and effect during the term of this Third Amended Lease Agreement, and any renewal term.

12. **Assignment.** Palmer shall not sell, assign, mortgage, pledge or in any manner transfer this Third Amended Lease Agreement or any estate or interest thereunder and shall not sublet the leased premises or any part thereof without previous written consent of the City in each instance. The consent by the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The City may withhold its consent to a

proposed assignment of lease or sublease for any reason and shall not be required to accept a proposed assignee or sublease regardless of the reputation or financial responsibility of same. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of law. Palmer shall not permit any licensee or concessionaire therein without previous written consent of the City in each instance. The consent by the City shall not be unreasonably withheld for any licensee to use a portion of the Demised Premises in furtherance of Palmer's operation including, but not limited to, a bookstore or food/refreshment vending machine concession. Further, the consent of the City shall not be unreasonably withheld for any licensee to temporarily use a portion of the Demised Premises in furtherance of Palmer's operation including, but not limited to Palmer related expositions for equipment and professional products or services commonly recognized in the chiropractic profession, if limited to a maximum average of twenty (21) days per calendar quarter.

Notwithstanding the foregoing provisions of this Section, Palmer may assign or sublet the Demised Premises, without the City's consent, to any corporation or other entity which controls, is controlled by or is under common control with Palmer, or to any other corporation or entity resulting from the merger or consolidation with Palmer, or to any corporation or entity which acquires all or substantially all of the assets of Palmer provided that the assignee or subtenant executes a written agreement assuming, in full, the obligations of Palmer under this Third Amended Lease Agreement and agrees to be bound by all the terms and conditions thereof. No assignment or sublet of this Third Amended Lease Agreement at any time shall release Palmer of its obligations hereunder.

13. **Default by Palmer.** If any installment of rent shall remain due and unpaid for 30 days, or if Palmer shall materially violate or materially default on any of the other covenants, agreements or stipulations of this Third Amended Lease Agreement, the City may, at its option, and without notice in the case of failure to pay rent, and upon reasonable written notice and opportunity to cure as provided below in the case of the material breach of any of the other covenants, if such material breach continues unremedied: (1) elect to declare the entire balance of the rent, minus any rental credit for the leased term immediately due and payable by Palmer; (2) terminate Palmer's right to possession of the Demised Premises and enter the Demised Premises and remove all persons, furniture and equipment located therein; and (3) seek any and all remedies available to the City by statute or law. If Palmer defaults, materially or otherwise, on any covenant other than the payment of rent, the City shall set forth in the written notice, a reasonable time to cure the default which shall not be less than 15 days. Palmer shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the City. No material default shall be deemed to continue if and so long as Palmer diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond Palmer's control. If the material violation or material default continues after the expiration of a reasonable time to cure, as provided herein, then the City may terminate Palmer's right to possession of the Demised Premises and enter the Demised Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the City by statute or law. The Parties agree that for purposes of this Third Amended

Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria: (1) the extent to which the injured party will be deprived of the benefit which can reasonably be expected; (2) the extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived; (3) the extent to which the breaching party will suffer forfeiture; (4) the likelihood that the breaching party will cure; and (5) the extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing. In the event of a dispute between the Parties as to the materiality of the violation or default, the Parties agree to participate in nonbinding mediation. Mediation shall be initiated at the written request of either party. Within 60 days of the notice requesting mediation the Parties shall select a mediator and schedule the mediation conference, unless additional time is mutually agreed upon by the Parties. Each party agrees to share equally in the cost of the mediator.

14. If the City has actual knowledge Palmer has abandoned the Demised Premises, or the City reasonably believes Palmer has been absent from the Demised Premises for a period of thirty (30) consecutive days with rent not current, then the City may serve a written notice of abandonment upon Palmer, and after ten (10) days have elapsed since service of such notice, then the City may declare this Lease abandoned, and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include, but shall not be limited to, the following: (a) all actual damages suffered by the City until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (b) the difference between the rent received when the property is relet and the rent reserved under this Third Amended Lease Agreement. In calculating this difference, Palmer shall be given the benefit of any rental credit. After the premises have been relet, Palmer agrees to pay to the City, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this Third Amended Lease Agreement for that period. In calculating this difference, Palmer shall be given the benefit of any rental credit.

15. **Loss or Destruction of Demised Premises.** If the Demised Premises become, as a practical matter, totally untenantable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Third Amended Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Third Amended Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and Palmer up to the time of such injury or destruction of the Demised Premises, Palmer paying up to such date and the City crediting to Palmer the rents collected beyond such date, if any. Should only a part of the Demised Premises be rendered untenantable, the rental minus any rental credit shall abate in the proportion which the injured part bears to the whole Demised Premises, and such part so injured shall be restored by the City as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Third Amended Lease Agreement shall continue according to its terms.

16. **Surrender or Early Termination of Lease by Palmer.**

a. The City agrees that Palmer may terminate this Third Amended Lease Agreement after the fifth year and before October 1, 2018 upon providing to the City 18 months written notice in advance of the intended voluntary or other surrender by Palmer of the Demised Premises. In the absence of any material default or material breach of covenants as otherwise set forth in this Third Amended Lease Agreement, such termination shall relieve Palmer of any further obligation for unpaid monthly rental payments subsequent to the surrender date and not yet due and payable. However, Palmer shall be responsible for early termination payments as set forth in Section 4d of this Third Amended Lease Agreement.

b. In the event Palmer surrenders or terminates this Lease prior to the end of the fifth year, Palmer shall be responsible for making the monthly rental payments through the end of the fifth year, as set forth in Section 4a(1) and 4a(2) of this Third Amended Lease Agreement.

17. **Attorney's Fees.** In the event civil action shall be brought by one party against the other to enforce any term, condition, or statutory right arising out of this Third Amended Lease Agreement, the prevailing party may apply to the Court for its reasonable attorney's fees which shall be fixed by the Court.

18. **Recordation.** This Lease shall not be recorded by Palmer without the consent of the City.

19. **Waste.** Palmer agrees to commit or suffer no act that would result in damage to or waste of the Demised Premises.

20. **Palmer's Personal Property.** All personal property of Palmer in the Demised Premises shall be and remain in the Demised Premises at Palmer's sole risk and the City shall not be liable for any damage to nor loss of such personal property arising from any acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electric wires or fixtures; nor from any other cause whatsoever. Notwithstanding the foregoing, the City shall maintain personal property coverage for damage to the personal property of Palmer resulting from the negligence of the City's employees and agents.

21. **The City's Personal Property.** The personal property of the City in the Demised Premises is described on the inventory attached hereto as **Exhibit "D."** The City Manager shall be authorized to update the inventory list and to amend the inventory in writing as shown on Exhibit "D," from time to time, accordingly. The inventory shall remain within the Demised Premises and Palmer shall be permitted to utilize the inventory for its operations. Palmer shall be permitted to utilize the pews from the Auditorium. Palmer shall be responsible for any damage to the inventory resulting from Palmer or its agents' use and shall immediately repair any such damage incurred. Palmer shall not be liable for any damage to nor loss of such inventory arising from any acts of negligence of any other persons; nor from the

leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electrical wires or fixtures; nor from any other cause whatsoever. Notwithstanding the foregoing, Palmer shall maintain inventory coverage for damage to the inventory described on Exhibit "D" resulting from the negligence of Palmer's employees and agents. Except as otherwise provided herein, upon termination of this Third Amended Lease Agreement, the inventory shall be returned to the City in the same condition as originally received, excepting normal wear and tear.

22. Insurance, Loss, Indemnity, Liability.

a. Palmer shall during the entire term of this Third Amended Lease Agreement except as provided otherwise, keep in full force and effect a policy of comprehensive general liability insurance with respect to the Demised Premises, in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence. Further, the City shall provide property insurance for the building for its full replacement cost.

Palmer shall reimburse the City for 50% of the cost of property insurance. Palmer shall be responsible to insure its personal property located within the Demised Premises.

The policy(ies) shall name the City, as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days prior written notice, except for non-payment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the City, stating the amount of any "deductible," written by an insurance company reasonably acceptable to the City, and a copy of the policy or certificate of insurance shall be delivered to the City prior to the commencement of this Lease.

In the event Palmer shall fail to procure the insurance, the City may, but shall be under no obligation to, procure insurance in which event Palmer agrees to pay to the City, as additional rent, the amount of the premium on the first day of the month following the month in which the City notifies Palmer of the amount of the premium due. The City Manager shall be authorized to approve in writing amendments to this paragraph, from time to time, to adjust insurance limits and coverage consistent with City policy and in keeping with the nomenclature of the insurance industry.

b. Palmer shall indemnify, defend and hold the City and its officers, agents, representatives and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence resulting from Palmer's operation of the college directly related to its use and occupancy of the Demised Premises or any part of the Demised Premises occasioned wholly or in part by any act or omission of Palmer or those acting under Palmer or Palmer's agents, and employees, including students under the supervision of instructors and student body activities

sanctioned by Palmer. In the event that the City shall, without fault on its part, be made a party to any litigation commenced by or against Palmer, City shall promptly notify Palmer in writing of any claim asserted against the City hereunder, and shall promptly deliver to Palmer the original or a true copy of any summons or any process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. Palmer may defend any such suit brought against itself and also the City with Palmer's own attorneys and the City may participate in such defense at its expense. Palmer shall fully comply with all health and police regulations of insurance carriers writing policies covering the building and Demised Premises. The City shall not be responsible for student actions occurring on the Demised Premises.

23. **Severability.** If any portion of this Third Amended Lease Agreement shall be adjudged to be invalid, such portion shall be deemed severable, and shall not invalidate or impair the Lease Agreement as a whole or any other provision of the Lease Agreement.

24. **The Parties are Not Partners.** It is expressly understood that neither the City nor Palmer shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and Tenant.

25. **Notices.** Except for the monthly rental, all notices shall be put in writing, sent by certified or registered mail or shall be delivered in hand to:

Landlord: Attention: Lease Administrator/City Manager
Mailing Address: City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Tenant: Attention: Treasurer
Mailing Address: Palmer College Foundation, Inc.
1000 Brady Street
Davenport, Iowa 52803

With a written copy of any such to notice to:

Attention: _____
Administration
4777 City Center Parkway
Port Orange, FL 39129-0153

This paragraph shall apply to notices provided for in this Third Amended Lease Agreement or by the laws of the State of Florida.

26. **Mitigation of Damages.** Notwithstanding any contrary covenant, agreement, or stipulation of this Third Amended Lease Agreement, the City and Palmer shall each have the obligation to mitigate, in every reasonable manner, all damages that may or

shall be caused or suffered by virtue of the other's defaults under or in violation of any covenant, agreement or stipulation.

27. **Written Agreement.** This Third Amended Lease Agreement contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by the City and Palmer. This Third Amended Lease Agreement shall be interpreted in accordance with the laws of the State of Florida and venue for any litigation involving this Third Amended Lease Agreement shall be in Volusia County, Florida. Upon early termination, surrender or abandonment, Palmer shall provide written notice of same.

28. **Time.** Time is of the essence in all of the terms and provisions of this Third Amended Lease Agreement.

29. **Peaceful Possession.** Subject to the terms, conditions and covenants of this Third Amended Lease Agreement, Palmer shall and may peaceably have, hold and enjoy the Demised Premises without hindrance or molestation by the City.

30. **Captions.** The captions appearing in this Third Amended Lease Agreement are for reference purposes only and shall not be considered to vary, modify, or amend said Third Amended Lease Agreement.

31. **Counterparts.** This Third Amended Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Third Amended Lease Agreement shall be deemed valid as if an original signature was delivered.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

LANDLORD:
CITY OF PORT ORANGE, FLORIDA

_____
Witness

By:_____
Allen Green, Mayor

_____
Witness

_____
Witness

Attest: _____
Kenneth W. Parker, City Manager

_____
Witness

Date Signed:_____, 2009

Corporate Seal

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing THIRD AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [___] are personally known to me, or [___] have produced _____ as identification.

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

(Seal)

TENANT:
Palmer College Foundation, Inc., an Iowa not-for-profit corporation, d/b/a Palmer College of Chiropractic, Florida

By: _____
Thomas L. Tiemeier, Treasurer and Vice Chancellor for Administration

Date Signed: December 14, 2009

_____
Witness

_____
Witness

STATE OF IOWA
COUNTY OF SCOTT

The foregoing instrument was acknowledged before me this 14th day of December, 2009, by Thomas L. Tiemeier, Treasurer and Vice Chancellor of Administration, duly authorized to execute the foregoing THIRD AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT on behalf of Palmer College Foundation, Inc., an Iowa not-for-profit corporation, d/b/a Palmer College of Chiropractic, Florida, and who [ ] is personally known to me, or [ ] has produced Driver's License as identification.

_____
Notary Public, State of Iowa at Large
Printed name, commission and expiration: 2/2011

(Seal)

EXHIBIT A

THE WEST ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY:

Part of the South one-half of Government Lots 5 and 6, Section 8, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

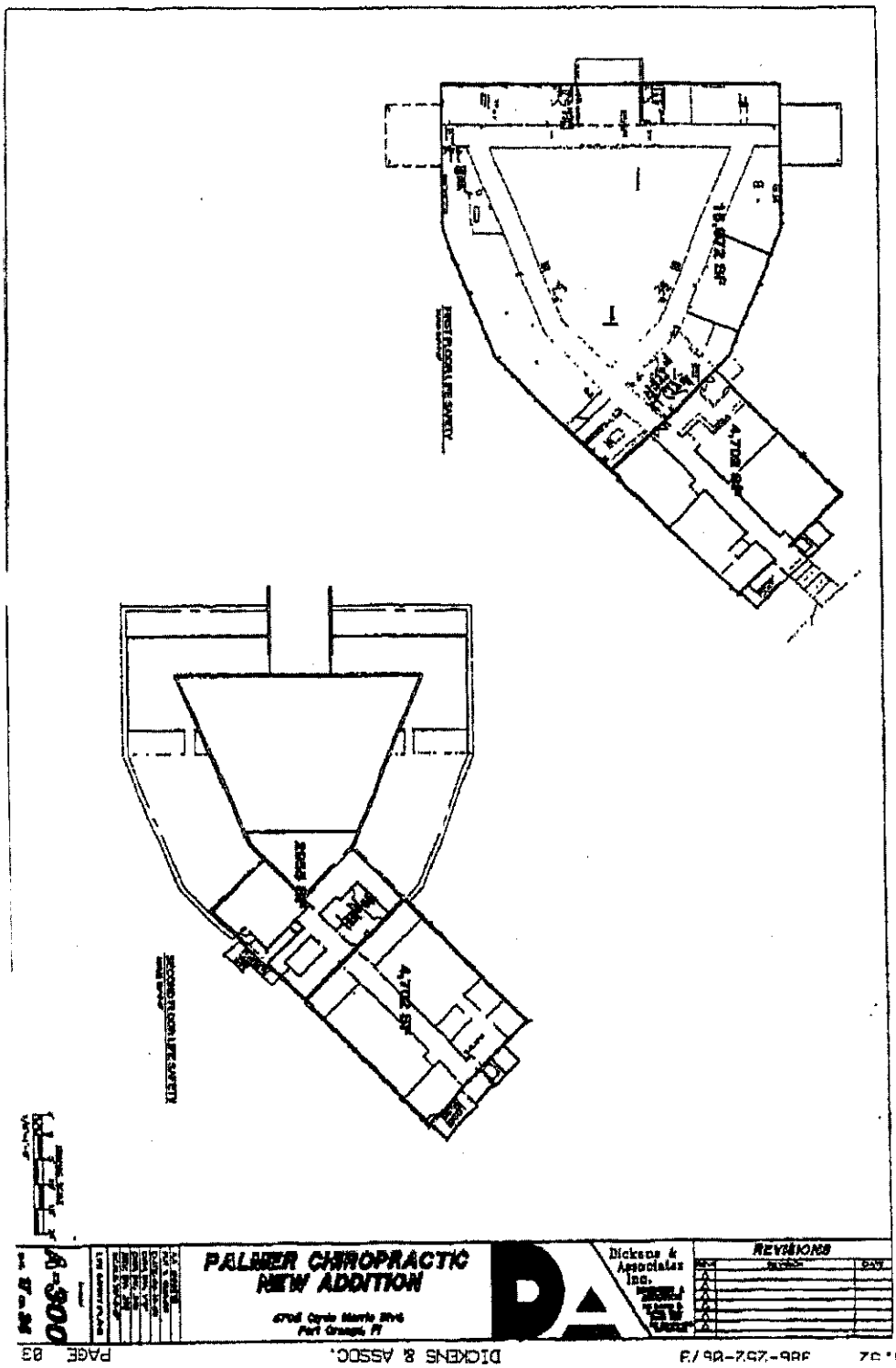
From a Point of Beginning being a concrete monument marking the Northwest corner of Lot 3, KINGSWOOD SUBDIVISION as recorded in Map Book 35, Pages 113 and 114 of the Public Records of Volusia County, Florida; thence South 00 degrees 18 minutes 15 seconds East along the West line of Lots 3 through 8 (shown as S. 00-38-50 E on said plat) for a distance of 450.06 feet to a concrete monument marking the Northeast corner of Lot 10, said KINGSWOOD SUBDIVISION; thence South 89 degrees 20 minutes 08 seconds West along the North line of Lots 10 through 18 (shown as S 89-03-00 W on said plat) for a distance of 806.64 feet to the Easterly right of way line of Clyde Morris Boulevard (a 100 foot wide right of way as described in Official Records Book 3331, Page 587); thence North 07 degrees 30 minutes 34 seconds West along said East right of way line for a distance of 453.28 feet to the North line of the South one-half of said Government Lots 5 and 6, said North line being also the North line of the South 1/2 of the Southwest 1/4 of said Section 8; thence North 89 degrees 20 minutes 08 seconds East along said North line of the South one-half of Government Lots 5 and 6, being along the South boundary of lands described in Official Records Book 3148, page 1572, and Official Records Book 1619, page 322, for a distance of 863.50 feet to the Point of Beginning of this description.

THE ABOVE PROPERTY MAY ALSO BE DESCRIBED AS FOLLOWS:
THE WEST ONE-HALF (1/2) OF THE FOLLOWING DESCRIBED PROPERTY:
A portion of the Southwest quarter of Section Eight (8), Township Sixteen (16) South, Range Thirty-Three (33) East, described as follows:

Commencing at a 2-inch iron pipe marking the Southwest quarter of said Section 8, thence North 88 degrees 44 minutes 50 seconds East along the Southerly line of said Section 8 a distance of 891.55 feet to a point in the center line of the Samsula-Port Orange Road; thence North 7 degrees 52 minutes 40 seconds West along the center line of said Samsula-Port Orange Road a distance of 872.02 feet to Place of Beginning; thence North 89 degrees 3 minutes East a distance of 856.81 feet; thence North 0 degrees 38 minutes 10 seconds West a distance of 450 feet to a point in the North line of the South half of the Southwest Quarter of said Section 8, thence South 89 degrees 03 minutes West along the North line of the South half of the Southwest quarter of said Section 8 a distance of 914.02 feet to the center line of the said Samsula-Port Orange Road; thence South 7 degrees 52 minutes 40 seconds East a distance of 453.31 feet to the Place of Beginning, LESS AND EXCEPT that portion taken for road right-of-way.

EXHIBIT "A"

Exhibit "B"


PALMER CHIROPRACTIC
NEW ADDITION
Dickens & Associates Inc.
REVISIONS
EXHIBIT "B'

RIGHT OF ENTRY
PROTOCOL

This Right of Entry Protocol ("Protocol") is made and entered into the day and year set forth herein by and between the **City of Port Orange, Florida**, a chartered municipal corporation with its principal business offices located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129 ("City" or "Landlord") **and Palmer College Foundation, Inc.**, a not for profit corporation duly organized under the laws of the State of Iowa, in good standing and authorized to do business in the State of Florida and d/b/a Palmer College of Chiropractic Florida, having its principal business office located at 4777 City Center Parkway, Port Orange, Florida 32129 ("Palmer" or "Tenant") and hereinafter collectively referred to as the Parties.

WHEREAS, the Parties entered into a Second Amendment and Restatement of Lease Agreement dated March 20, 2007 ("Lease") of the Demised Premises ("Allen Green Civic Center or AGCC") to be used by Palmer for a private college, administrative offices, campus health center, clinical services, outpatient clinic, research center, and such uses as are generally appurtenant to the operation of a private college and campus;

WHEREAS, section 5b of the Lease reserves to the City the right, upon 24 hours notice to Palmer, to enter and use a portion of the AGCC for an emergency evacuation shelter for persons as designated by the City;

WHEREAS, section 5b of the Lease authorizes the City to use the AGCC 's general assembly room (auditorium), kitchen, restrooms and other common areas, access ways and common grounds for emergency management purposes;

WHEREAS, section 11 of the Lease provides the City with keys and the right to enter all portions of the AGCC during all reasonable hours with reasonable notice to Palmer to inspect, to make repairs, additions or alterations for the safety of Palmer or for the preservation of AGCC or the building;

WHEREAS, section 11 of the Lease recognizes the City's right of entry to the AGCC is subject to Palmer's confidential patient, student, employee and research records in paper and electronic media located in portions of the AGCC;

WHEREAS, as further provided in section 11, the parties agreed to designate the locations of such confidential records and to develop this protocol which balances Palmer's rights and responsibilities to provide clinical services while maintaining confidentiality with the rights and responsibilities of the City as Landlord which would include the City's reservation to use a portion of the AGCC for an emergency evacuation shelter; and

EXHIBIT "C"

WHEREAS, the City shall make every effort to work with Palmer to coordinate the timing of the access; and

WHEREAS, Palmer recognizes in the event the City gives notice of access in response to emergency conditions the City will act as quickly as possible to restore the Demised Premises: and

WHEREAS, pursuant to the Lease, the City and Palmer have jointly drafted this Protocol.

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

1. Palmer designates the following rooms within AGCC as repositories of confidential patient, student and employee, and research records in paper and electronic media:

(a) #101 Office
(b) #103 Office
(c) #103A Office
(d) #104 Storage
(e) #105 Office
(f) #105A Office
(g) #105B Office
(h) #112 Storage
(i) #113 Office
(j) #115 Records Room
(k) #117 Records Room
(l) #216 Faculty Office
(m) #306F Faculty Office
(n) #317 Faculty Office
(o) #407F Faculty Office
(p) #410B Faculty Office

The above room designations may be changed by Palmer from time to time upon written notice to:

Attention: City Manager
City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129

2. The above referenced rooms are accessible to the City with reasonable notice via telephone or email from the City to one or more of the following Palmer officials for the purposes specified in section 11 of the lease:

EXHIBIT "C"

(a) Facilities Manager Brad Kuhns
Palmer Phone (386) 763-3690
Palmer Fax: (386) 763-2751
email: Brad.Kuhns@palmer.edu
Cell phone: (386) 566-7180

(b) Director of Clinics, Albert Luce
Palmer Phone (386)763-2754
Palmer Fax: (386)763-2716
email: Al.Luce@palmer.edu
Cell phone: (321) 948-6535

(c) Director of Institutional Support George Bertish
Palmer Phone (386) 763-2669
Palmer Fax: (386) 763-2643
email: George.Bertish@palmer.edu
cell phone: (386) 503-9456

The above listed Palmer officials and/or their respective contact information may be changed from time to time upon written notice by Palmer to the City as provided in paragraph 1 above.

3. If, and in the event, the City provides notice for access under section 11, Palmer shall have the right and the responsibility to designate a representative to be present to protect and maintain the confidentiality of its records while the City has access to one or more of such rooms.

4. If, and in the event, the City exercises its section 5b right to enter and use a portion of the AGCC for an emergency evacuation shelter, then such 24 hour notice from the City shall be timely provided to one or more of the Palmer officials listed in paragraph 2 of this Protocol.

5. Upon receipt of the City's notice designating an emergency shelter, Palmer shall have the right to secure and lock the rooms listed in paragraph 1 of this Protocol in order to protect and maintain the confidentiality of its records subject only to the City's rights under section 11 of the Lease. If, and in the event, the City also provides notice for access under section 11 after providing the section 5b emergency shelter notice, Palmer shall have the right and the responsibility to designate a representative to be present to protect and maintain the confidentiality of its records while the City has access to one or more of such rooms designated in paragraph 1 of this Protocol.

6. Upon notification of the need for an emergency evacuation shelter, the City and Palmer shall make their best efforts under the circumstances to designate a representative of each who will be responsible to coordinate their respective actions as Landlord and Tenant.

EXHIBIT "C"

7. Without abandoning its then existing clinic patients' chiropractic needs. Palmer shall curtail but not eliminate its clinical operations to reasonably accommodate the City's need to not only prepare but also maintain the AGCC to house an emergency evacuation shelter.

8. In addition to the chiropractic care described in the preceding paragraph, Palmer shall on a case by case basis provide emergency chiropractic care to first responders and sheltered individuals provided:

(a) appropriate space and functioning equipment is available in AGCC; and

(b) available faculty who are authorized to practice chiropractic under Florida law volunteer to provide necessary chiropractic emergency care pursuant to Florida Statute §768.13 known and cited as the "Good Samaritan Act".

9. Except as provided in paragraphs 1 and 2, this Protocol may be modified only by an agreement in writing signed by the parties as provided in Section 26 of the Lease.

10. This Protocol shall remain in full force and effect during the remaining term of the Lease provided Palmer is in physical possession of AGCC.

11. This Protocol 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 Protocol shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Right of Entry Protocol on the day and year stated hereinafter.

Witness

Witness

Witness

Witness

Landlord:
CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker, City Manager

Date Signed: March 25, 2008

Corporate Seal

EXHIBIT "C"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of March, 2008, by Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing RIGHT OF ENTRY PROTOCOL on the behalf of the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, and who [✓] are personally know to me, or [___] have produced _____ as identification.

(Seal)

MARGARET T. ROBERTS
Commission DD 750662
Expires January 22, 2012

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

Tenant:
Palmer College Foundation, Inc. an Iowa not-for-profit corporation, d/b/a Palmer College of Chiropractic, Florida

Witness

By: _____
Thomas L. Tiemeier, Authorized Agent

_____
Witness

Date Signed: March 17, 2008

Corporate Seal

STATE OF IOWA
COUNTY OF SCOTT

The foregoing instrument was acknowledged before me this 17 day of March, 2008, by Thomas L. Tiemeier, Chief Financial Officer and being duly authorized to execute the foregoing RIGHT OF ENTRY PROTOCOL on behalf of Palmer College Foundation, Inc. an Iowa not-for-profit corporation, d/b/a Palmer College of Chiropractic, Florida, and who [___] is personally known to me, or [___] has produced _____ as identification.

(Seal)

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

KATHLEEN A. GORDON
Commission Number 148941
My Commission Expires
10-13-09

EXHIBIT "C"

CITY OF PORT ORANGE
LISTING OF CITY PROPERTY
ALLEN GREEN CIVIC CENTER
4705 CLYDE MORRIS
PORT ORANGE, FL 32129

W

Room/Area:

Pastor's Study: Book shelves attached to wall stay at the Church. NOTE: All book shelves in the building that are attached stay with the building.

Main Auditorium/Sanctuary:

1. Pews: City has a one (1) year option on –pew seating to retain or replace the seating with another seating arrangement. Should the City wish to purchase pew seating a mutually agreeable price will be negotiated. If no agreement is reached on the purchase of pews, the church may sell the pews or take seating when they vacate the building.
2. Sound System(includes the following):

- Table in Sound Booth
- All mounted speakers (10) with auxiliary control
  (2) Foyer
  (4) Sanctuary
  (1) Nursery
  (3) Fellowship Hall
- Lights control panel mounted in Sound System Booth — Prescolite Series 7-12
- Automatic Screen mounted in ceiling above platform And switch located in Sound System Booth
- Sound Board – 16 inputs — Peavy Unity Series 2000 Serial # OA-04712920
- Equalizer #1 Ross R-12SP — Serial #001984
- Stereo Amplifier (2) — QSC-MX700's/Serial #089349627 & #09942968
- Pyramid Amplifier PA-310 — Serial #000705
- Digitec Programmable Equalizer — Model Mono 28/Serial 33855233
- FXR Digital Multiple Effects Processor — Serial #423-050884843
- Philips Magnavox Five Disk CD Player — Serial # KQ019611-10302282
- TEAC Dual Track Tape Deck — Model W-350/Serial # 535954 93
- TEAC Dual Track Tape Deck — Model EW-750R/Serial #03826102
- (3) Handheld Microphones/wireless — Colors Blue, Yellow, White
- (2) Dual Channel Wireless Microphone Receivers
- (2) PL66 Microphones with cords
- (2) Samson Microphones with cords, 1-S2's, 1-S1's

CITY OF PORT ORANGE
LISTING OF CITY PROPERTY
ALLEN GREEN CIVIC CENTER
4705 CLYDE MORRIS
PORT ORANGE, FL 32129

- (4) Microphone Stands with Microphone holders
- (1) Lapel microphone/wireless — Samson VT-1, Serial #12101254
- (1) Receiver for lapel wireless Microphone — Samson VR-1, Serial #14101458
- (9) Drop Microphones — CM-30VV
  (7) White Crown — A-T853A
  (2) Black
- (2) Monitors located on platform — Serial #9426308 & #9426309
- (2) Horizon monitors

3. Risers: (27) Carpeted Stage risers
4. Handicap Wheelchair Lift: This equipment stays in the auditorium

Kitchen

- Continental Refrigerator/Freezer Stainless Steel
- Maytag Dishwasher
- (2) Oven/Microwaves-Kenmore
- GE – Hotpoint Built in Stove
- Misc.rolls of carpet remnants

NOTE: Items missing from previous list September 2, 1999 when the City of Port Orange purchased the Port Orange Church of the Nazarene.

- **(1) Handheld Microphones/wireless**
- **(2) Samson Microphones with Cords.**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: Halifax Paving Lake Excavation Contract - Progress Report Update

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve the Halifax Lake Construction Progress Report as submit.

SUMMARY: The attached Lake A excavation report for the survey period April 10-May 8, 2015 is attached. The contract requires 90,000 cubic yards of dirt to be removed at this point; survey results indicate a total of 86,693 cubic yards has been removed. Activity has increased substantially over previous periods (more than 40,000 cubic yards excavated this period).

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Excavation Progress Letter	Excavation Progress Letter.pdf
2.	Lake A Excavation Report	Halifax Lake Construction Update.docx
3.	Lake A Excavation Cumulative Progress	Lake A Excavation Survey Results.pdf

Wiggins, Julia	Created/Initiated - 05/05/2015
Wilson, Rick	Approved - 05/07/2015
Neff, Andrew	Approved - 05/07/2015
Harden, David	Final Approval - 05/14/2015

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

April 30, 2015

Tad Durrance, President
Halifax Paving, Inc.
860 Hull Road
Ormond Beach, FL 32174

RE: Amendment No. 2 to the Extension Agreement for Excavation and Stockpiling of Fill Material – City of Port Orange Wellfields

Dear Mr. Durrance,

City Council has expressed concern over the lack of progress on the Lake "A" excavation project you are contracted to perform as measured by survey results. Staff provided City Council the second update based on survey results at the April 21st City Council meeting indicating insufficient progress in accordance with the referenced Agreement. As a result, City Council requested a firm commitment is needed from you to complete the excavation of Lake "A" including all remaining scope items by the contract extension deadline.

Please provide your assurance all work contained in the Amendment No. 2 will be completed by September 30th, 2015.

City Council has invited you to attend the future Lake "A" progress report discussions. The next scheduled progress report will be discussed Tuesday, May 19, 2015 at 6:30 p.m. at City Council Chambers.

We look forward to receiving your next site survey update and continued progress on the project.

Sincerely,

David T. Harden
Interim City Manager

DTH: ckr

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: 1200

Tad Durrance, President
Halifax Paving, Inc.
860 Hull Road
Ormond Beach, FL 32174

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 1150 0001 1503 1292

PS Form 3811, July 2013 Domestic Return Receipt

CERTIFIED MAIL™

7011 1150 0001 1503 1292

7011 1150 0001 1503 1292

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OFFICIAL USE

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Tad Durrance, President
Halifax Paving, Inc.
860 Hull Road
Ormond Beach, FL 32174

PS Form 3800, Au... ...ructions

AFTER FIVE DAYS RETURN TO
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Memorandum

To: Andrew Neff, P.E., Public Utilities Director
From: Fred W. Griffith, P.E., Public Utilities Engineer
Subject: Reclaimed Lakes Construction Update
(Reporting Period April 10 – May 8)
Date: May 12, 2015

- The contract with Halifax Paving requires that a minimum of 30,000 yards of dirt be excavated from Lake “A” each month commencing in February, 2015.
- During the period April10 thru May 8, 2015 Halifax Paving and it’s subcontractor P&S Paving continuously performed additional excavations at Lake “A”. Periodic visits to the site were performed by city staff to monitor excavation progress.
- Excavation of Lake “A” and the hauling of fill material off-site continued on a daily basis with an average of over 100 truckloads of dirt a day being hauled off-site. 40,620 cu. yards have been estimated to be removed during this reporting period. Total excavation amount estimated for the year is 86,693 cu. yds. We estimate that approximately 94,287 cu. yds. remain to be excavated and trucked off-site.
- No significant problems were recorded during this reporting period.
- Halifax continues to excavate and haul dirt off-site thru the week of April 16 at an estimated rate of 10,000 yards per week.
- No work on any of the restoration items listed under the contract was performed during this period. We anticipate restoration items to occur in August / September, during the last 2 months of this contract.
    - Place shell on jeep trails.
    - Asphalt repairs as required on Shunz Road (ref: Contract Exhibit “C”).
    - Install 2 - 40’ driveways along Shunz Road
    - Restore shoulders of Shunz Road
    - Restore/repair and overlay access road (Shunz Road to RW tank site)
    - Final grading, including berm and sod slopes for the lakes and roadways
    - Seed and mulch any remaining disturbed areas (ref: Contract Exhibit “C”)
    - Payment verification for FPL power pole replacement cost on Shunz Rd.

Survey Date	Total Yards of Dirt Remaining to be excavated	Monthly Survey Results	Cumulative Total excavated
12/31/2014	180,980.81		
3/5/2015	158,971.71	22,009.10	22,009.10
4/9/2015	134,908.48	24,063.24	46,072
5/8/2015	94,287.75	40,620.73	86,693
June			
July			
August			
September			

Base line Elevation of 30.0

Excavation below 30.0 not included in estimate

Estimate +/- 5%

* Based on May 8, 2015 Survey results (40,620 Cubic Yards), Lake excavation could potentially be completed by mid-August

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-7 - Amending Fire and Rescue Pension Fund

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Moove to adopt Ordinance No. 2015-7 on first reading, amending Chapter 54, Article IV, Code of Ordinances, revising the Fire and Rescue Pension Fund, subject to receipt of a corrective ordinance for conflicts with Section 54-102 and simultaneous adoption with Ordinance No. 2015-7.

SUMMARY: The attached ordinance has been prepard by Scott R. Christiansen, Attorney for the Fire and Rescue Pension Fund. By concensus of the the Fire and Rescue Pension Fund Board, it has been approved for submission to the City for adoption. The proposed ordinance amends Sections of Chapter 54, Article IV of the City Code of Ordinances to conform to the requirements of the Internal Revenue Code.

An actuarial review of the proposed ordinance has been prepared on April 17, 2015 by the Fire and Rescue Pension Fund's Actuary, Mr. Patrick T. Donlan, of Foster and Foster. The Plan's Actuary has determined that adoption of the proposed ordinance will have no impact on the funding requirements of the program.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-7	Ord. No. 2015-7.pdf
2.	Actuarial Statement	Actuarial Statement - Ord. No. 2015-7.pdf

Steinebach, Donna	Created/Initiated - 02/17/2015
Steinebach, Donna	Approved - 05/05/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

ORDINANCE NO. 2015- 7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, PERSONNEL, ARTICLE IV, FIRE AND RESCUE PENSION FUND, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ORANGE; AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-91, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-77, Definitions, to amend the definition of "Credited Service", to read as follows:

* * * * *

Credited service.

(1) Credited service means the total number of years and fractional parts of years of service as a full-time firefighter with member contributions when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service. If a member accumulates service as both a full-time firefighter and as a volunteer firefighter, credited service shall be calculated separately for full-time and volunteer service, with the sum of all years and fractional parts of years of service used only for vesting and benefit eligibility purposes. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the fire and rescue department pending the possibility of being reemployed as a firefighter without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the fire and rescue department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the fire and rescue department within five years, his accumulated contributions shall be returned. Upon return of a member's accumulated contributions, all of his rights and benefits under the system shall be forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of services for which he has withdrawn his accumulated contributions from the fund unless he repays into the fund the contributions he has withdrawn, together with interest as determined by the board, within 90 days after his reemployment.

(2) The years or fractional parts of years that a member serves in the military service of the Armed Forces of the United States, the United States Merchant Marines or the United States Coast Guard, whether voluntarily or involuntarily, after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

a. The member must return to his employment as a firefighter with the city within one year from the earlier of the date of his military discharge or release from active service.

b. The member is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act (P.L. 103-353).

c. The maximum credit for military service shall be five years.

d. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or before January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals, relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

* * * * *

SECTION 2: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-91, Maximum Pension, to read as follows:

Sec. 54-91. Maximum Pension

(a) *Basic limitation*. Notwithstanding any other provisions of this system to the contrary, the member contributions paid to, and retirement benefits paid from, the system shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds

the dollar amount specified in Code Section 415(b)(1)(A) ($160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this system. For purposes of this section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) *Adjustments to basic limitation for form of benefit.* ~~If the form of benefit without regard to any benefit increase feature is not a straight life annuity, then the Code Section 415(b) limit applicable at the annuity starting date is reduced to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.~~ If the benefit under the plan is other than the annual benefit described in subsection (a), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using fractions prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

(1) For a benefit paid in a form to which section 417(e)(3) of the code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

a. The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or

b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

(2) For a benefit paid in a form to which section 417(e)(3) of the code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;

b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code); or

c. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the code), divided by 1.05.

(3) The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections (1) and (2) above.

(c) *Benefits not taken into account.* For purposes of this section, the following benefits shall not be taken into account in applying these limits:

(1) Any ancillary benefit which is not directly related to retirement income benefits;

(2) Any other benefit not required under § 415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

(3) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

(d) *COLA effect.* Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

(1) A member's applicable limit will be applied to the member's annual benefit in the member's first ~~calendar~~ limitation year of benefit payments without regard to any automatic cost of living adjustments;

(2) Thereafter, in any subsequent ~~calendar~~ limitation year, a member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(3) In no event shall a member's benefit payable under the system in any ~~calendar~~ limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the system, for purposes of applying the limits under Code Section 415(b), a member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Internal Revenue Code and applicable Treasury Regulations.

(e) *Other adjustments in limitations.*

(1) In the event the member's retirement benefits become payable before age 62, the limit prescribed by this section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a $160,000 annual benefit beginning at age 62.

(2) In the event the member's benefit is based on at least 15 years of credited service as a full-time employee of the fire or police department of the city, the adjustments provided for in (e)(1) shall not apply.

(3) The reductions provided for in (e)(1) shall not be applicable to disability benefits pursuant to section 54-84, or pre-retirement death benefits paid pursuant to section 54-83.

(4) In the event the member's retirement benefit becomes payable after age 65, for purposes of determining whether this benefit meets the limit set forth in subsection (a) herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age 65. This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

(f) *Less than ten years of ~~service~~ participation*. The maximum retirement benefits payable under this section to any member who has completed less than ten years of ~~credited service with the city~~ participation shall be the amount determined under subsection (a) multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten. The reduction provided by this subsection cannot reduce the maximum benefit below ten percent of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to section 54-84, or pre-retirement death benefits paid pursuant to section 54-83.

(g) *Participation in other defined benefit plans*. The limit of this section with respect to any member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the city shall apply as if the total benefits payable under all city defined benefit plans in which the member has been a member were payable from one plan.

~~(h) *Additional limitation on pension benefits*. Notwithstanding anything in this section to the contrary:~~

~~(1) The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such system, on or after January 1, 1980, shall not exceed 100 percent of his average final compensation. However, nothing contained in this section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.~~

~~(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from different employer's system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.~~

~~(3) The normal retirement benefit or pension payable to a member who retires on or after the effective date of this section, including supplemental retirement benefits but excluding cost-of-living adjustments, shall not exceed 80 percent of average final compensation; provided however, if a member's accrued normal retirement benefit on the effective date of this section, including any supplemental retirement benefit, exceeds 80 percent of average final compensation on that date, the normal retirement benefit or pension payable to such member upon retirement, including supplemental retirement benefits but excluding cost-of-living adjustments, shall not exceed the member's accrued benefit, expressed as a percentage of average final compensation, as of the effective date of this section. Cost of living adjustments shall be calculated in accordance with section 54-82(f). In no event shall a member receive less than two percent of average final compensation for each year of credited service.~~

(h) *Ten thousand dollar ($10,000) limit; less than ten years of service.* Notwithstanding anything in this Sec. 54-91, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 54-91 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans

to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 54-91 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

(i) *Reduction of benefits.* Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the member's benefit under any defined benefit plans in which member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the member participated, such reduction to be made first with respect to the plan in which member most recently accrued benefits and thereafter in such priority as shall be established by the board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and the plan administrator of all other plans covering such member.

(j) *Service credit purchase limits.*

(1) Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a member makes one or more contributions to purchase permissive service credit under the system, as allowed in sections 54-101 and 54-102, then the requirements of this section will be treated as met only if:

a. The requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

b. The requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

~~c.~~ For purposes of applying subsection (j)(1)a., the system will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this subparagraph ~~c.~~, and for purposes of applying subsection (j)(1)b. the system will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Internal Revenue Code solely by reason of this subsection ~~c~~.

(2) For purposes of this subsection the term "permissive service credit" means service credit:

a. Recognized by the system for purposes of calculating a member's benefit under the plan,

b. Which such member has not received under the plan, and

c. Which such member may receive only by making a voluntary additional contribution, in an amount determined under the system, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the system, include service credit for periods for which there is no performance of service, and, notwithstanding subsection (j)(2)b., may include service credited in order to provide an increased benefit for service credit which a member is receiving under the system.

(k) *Contribution Limits.*

(~~3~~ 1) For purposes of applying the Code Section 415(c) limits ~~in this subsection (j).~~ which are incorporated by reference and for purposes of this subsection (k), only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a ~~calendar~~ limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the system, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

a. However, for ~~calendar~~ limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For ~~calendar~~ limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

b. For limitation years beginning on and after January 1, 2007, compensation for the ~~calendar~~ limitation year will also include compensation paid by the later of two and one-half months after an employee's severance from employment or the end of the ~~calendar~~ limitation year that includes the date of the employee's severance from employment if:

1. The payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments,

and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

2. The payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

c. Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under the definition of salary in section 54-77.

(~~4~~ 2) Notwithstanding any other provision of law to the contrary, the board may modify a request by a member to make a contribution to the system if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

a. If the law requires a lump sum payment for the purchase of service credit, the board may establish a periodic payment deduction plan for the member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

b. If payment pursuant to subsection ~~(j)(4)a.~~ (k)(2)a. will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the board may either reduce the member's contribution to an amount within the limits of that section or refuse the member's contribution.

(3) If the annual additions for any member for a limitation year exceed the limitation under section 415(c) of the code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

(4) For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of this subsection (k) shall not exceed the annual limit under section 401(a)(17) of the code.

(~~k~~ l) *Additional limitation on pension benefits*. Notwithstanding anything in this section to the contrary:

(1) The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such system, on or after January 1, 1980, and retires prior to January 1, 2013, shall not exceed 100 percent of his average final compensation. However, nothing contained in this subsection shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from different employer's system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(3) The normal retirement benefit or pension payable to a member who retires on or after January 1, 2013, including supplemental retirement benefits but excluding cost-of-living adjustments, shall not exceed 90 percent of average final compensation; provided however, if a member's accrued normal retirement benefit on the effective date of this section, including any supplemental retirement benefit, exceeds 90 percent of average final compensation on that date, the normal retirement benefit or pension payable to such member upon retirement, including supplemental retirement benefits but excluding cost-of-living adjustments, shall not exceed the member's accrued benefit, expressed as a percentage of average final compensation, as of the effective date of this section. Cost of living adjustments shall be calculated in accordance with section 54-82(f). In no event shall a member receive less than two percent of average final compensation for each year of credited service.

(4) The normal retirement benefit or pension payable to a member who retires on or after January 1, 2013, including supplemental retirement benefits and cost-of-living adjustments, shall not exceed $95,000.00 annually; provided however, if a member's accrued benefit on January 1, 2013, including any supplemental retirement benefit and cost of living adjustment, exceeds $95,000.00 on that date, the normal retirement benefit or pension payable to such member upon retirement, including supplemental retirement benefits and cost-of-living adjustments, shall not exceed the member's accrued benefit, expressed in dollars as an annual amount, as of January 1, 2013. In no event shall a member receive less than two percent of average final compensation for each year of credited service.

* * * * *

SECTION 3: Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4: Repeal of Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: Severability. In the event any section, subsection, paragraph, sentence, clause, phrase or word of this ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not effect the remaining portions hereof.

SECTION 6: Effective Date. This ordinance shall become effective upon adoption.

_____
MAYOR, ALLEN GREEN

ATTEST:

_____
CITY CLERK

Passed on First Reading, this _____ day of _____, 2015.

Passed and adopted on Second Reading this _____ day of _____, 2015.

Reviewed and Approved: _____
CITY ATTORNEY

dm/po/fire/04-10-15.IRC.ord (04-24-15)

April 17, 2015

Via Mail & Email

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

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

We have reviewed the proposed Ordinance (identified as dm/po/fire/04-10-15.IRC.Ord on page 11) for compliance with the Internal Revenue Code and have determined that its adoption will have no impact on the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan, ASA, EA, MAAA

PTD/lke

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-20 - Amending Police Pension Fund for Internal Revenue Code Compliance

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to adopt Ordinane No. 2015-20 on first reading, amending Chapter 54, Section 54-139(a)(14), Port Orange Code of Ordinances, relating to Police Pension Fund Internal Revenue Code compliance.

SUMMARY: The attached ordinance has been recommended for adoption by the Board of Trustees of the Port Orange Police Pension Fund. This ordinance amendment is to ensure compliance with the favorable determination letter received from the Internal Revenue Service regarding the qualified status of the Plan.

The proposed amendment adds differential wage payments as compensation for the purpose of determining the maximum amount of retirement income. Differential wage payment is voluntary; employers are not required by law to make such payments. The City of Port Orange does not currently provide for differential wage payment for military service.

The actuarial impact statement from the Plan Actuary is included with this agenda item. The Plan Actuary, Chad M. Little, ASA, EA, has determined that the proposed ordinance will have no material impact on the cost of the Plan.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-20	Ord. No. 2015-20.pdf
2.	Actuarial Impact Statement	Actuarial Statement.pdf
3.	IRS Determination Letter	IRS Determination (Issued 18Nov2014).pdf

Steinebach, Donna	Created/Initiated - 03/27/2015
Steinebach, Donna	Approved - 03/27/2015
Riehm, Tracey	Approved - 04/09/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

ORDINANCE NO. 2015-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR COMPLIANCE WITH SECTION 401(a) OF THE INTERNAL REVENUE CODE BY AMENDING SECTION 54-139(a)(14), INTERNAL REVENUE CODE COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 30, 2014, an application was filed with the Internal Revenue Service for a Favorable Determination Letter regarding the qualified status of the Plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, on November 18, 2014, the Internal Revenue Service issued a Favorable Determination Letter, finding that the Plan complies with all qualification requirements; and

WHEREAS, the Favorable Determination Letter is subject to the timely adoption of the amendments provided herein, and

WHEREAS, the trustees of the City of Port Orange Police Pension Fund has requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the retirement plan;

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

Section 1. Subsection (a)(14), *Maximum Pension* of Section 54-139, *Internal Revenue Code Compliance*, of the City of Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-139. Internal Revenue Code Compliance.

(a) Maximum Amount of Retirement Income.

...

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) 2 and ½ (two and one-half) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance. <u>With respect to plan years beginning on or after December 31, 2008, Compensation shall also include differential wage payments within the meaning of Section 3401(h)(2) of the Internal Revenue Code.</u>

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with 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, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 5 This ordinance amendment shall take effect on adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the _____ day of _____, 2015.

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

FLA
FREIMAN LITTLE ACTUARIES

March 17, 2015

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed IRC Compliance Ordinance

Dear Karan:

As requested, we have determined the impact associated with revising the provisions of the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) to meet the requirements under the current Internal Revenue Code (the IRC). This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Section	Amendment
54-139(a)(14)	Added language for compliance with the Internal Revenue Code.

Actuarial Impact

The total amount of benefits payable under the Plan is not anticipated to be affected by this change in Plan provisions. Therefore, there is no material impact to the cost of Plan.

Please let us know if you have any questions or need additional information.

Sincerely,

Chad M. Little, ASA, EA
Partner, Consulting Actuary

4105 SAVANNAHS TRAIL, MERRITT ISLAND, FL, 32953-8607 • OFFICE (321) 453-6542 • FAX (321) 453-6998 • MOBILE (321) 591-8265 • chad@flactuaries.com • www.flactuaries.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 19 2014

CITY OF PORT ORANGE FL
C/O SUGARMAN & SUSSKIND PA
DAVID E ROBINSON
100 MIRACLE MILE STE 300
CORAL GABLES, FL 33134

Employer Identification Number:
59-6000412
DLN:
17007035055024
Person to Contact:
DWAYNE T MASON ID# 31037
Contact Telephone Number:
(513) 263-4750
Plan Name:
CITY OF PORT ORANGE POLICE PENSION PLAN
Plan Number: 001

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated 10/28/14. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This determination letter is based solely on your assertion that the plan is entitled to be treated as a Governmental plan under section 414(d) of the

CITY OF PORT ORANGE FL

Internal Revenue Code.

This determination letter is applicable to the plan and related documents submitted in conjunction with your application filed during the remedial amendment cycle ending 1/31/14.

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2019. This letter considered the 2012 Cumulative List of Changes in Plan Qualification Requirements.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

Andrew E. Zuckerman
Director, EP Rulings & Agreements

Enclosures:
Publication 794

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-21 - Amending City Code Section 18-230(5) to allow wrecker storage business within a seven-mile instead of five-mile radius of the City

DEPARTMENT: Police Services

RECOMMENDED MOTION: To approve Ordinance No. 2015-21, amending Section 18-230 of the City Code, "Wrecker services agreement required".

SUMMARY: This proposed ordinance amendment would modify Section 18-230 paragraph (5) of the City Code to expand the location of the wrecker storage business allowed to serve the City from within a five-mile radius of the Port Orange city limits to within a seven-mile radius. The intent of expanding the radius is to increase the number of eligible bidders for the City's wrecker bid.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-21	.pdf

Grabowski, Debbie	Created/Initiated - 04/30/2015
Monahan, Gerald	Approved - 04/30/2015
Roberts, Margaret	Approved - 05/13/2015
Harden, David	Final Approval - 05/13/2015

ORDINANCE NO. 2015-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 18-230 RELATING TO LOCATION OF WRECKER SERVICE PROVIDER IN RELATION TO CITY LIMITS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage more competition among prospective contractors seeking award of the wrecker services agreement; and

WHEREAS, the City Council recognizes that increasing the radius for prospective bidders will increase the number of potential bidders that may submit proposals while only minimally impacting the potential trip length of citizens utilizing the services; 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. The City Council of the City of Port Orange, Florida hereby amends Section 18-230 of the Code of Ordinances to read as follows:

Sec. 18-230. - Wrecker services agreement required.

A wrecker services agreement shall be required which shall include the following terms and conditions:

(1) Performance bond in the amount of $50,000.00 or a letter of credit guaranteeing performance of the wrecker service agreement;

(2) Towing for city and seized vehicles;

(3) Storage and equipment to meet police department specifications and contract requirements approved by the police chief;

(4) The wrecker service shall respond within 20 minutes, 24 hours per day/seven days per week;

(5) The wrecker storage and business office shall be located within a ~~five~~ seven-mile radius of the Port Orange city limits;

(6) The city shall inspect the wrecker service business on 24 hours' notice;

(7) The wrecker service entity as legally organized shall provide and maintain a complete listing of employees;

(8) The wrecker service shall be required to maintain books and records;

(9) The city shall have the right to cancel;

(10) Penalties for wrecker service late arrival; and

(11) The city shall have the right to terminate upon breach.

(12) The minimum monthly fee shall not be less then $5,000.00 monthly.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

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

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2015

Passed and adopted on second and final reading on the day of _____, 2015

Reviewed and Approved:_____
Assistant City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-22 - Amending Sex Offender Residency Restriction

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-22 on first reading.

SUMMARY: This amendment is proposed to protect our residency restriction ordinance against potential constitutional challenge regarding ex post facto application and to avoid confusion regarding the establishment of residency.

The proposed amendment will strengthen the enforceability of the City's residency restrictions for sex offenders.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-22	Ord. No. 2015-22.pdf

Jones, Matthew	Created/Initiated - 05/06/2015
Monahan, Gerald	Approved - 05/06/2015
Roberts, Margaret	Approved - 05/13/2015
Harden, David	Final Approval - 05/13/2015

ORDINANCE NO. 2015-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 46-63 RELATING TO SEX OFFENDER RESIDENCY RESTRICTION; AMENDING SECTION 46-64 RELATING TO EXCEPTIONS TO THE SEX OFFENDER RESIDENCY RESTRICTION; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to amend its sexual offender residency restriction to strengthen its enforceability; 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. The City Council of the City of Port Orange, Florida hereby amends Section 46-63 of the Code of Ordinances to read as follows:

Sec. 46-63. - Residency restriction.

It is unlawful for any person to ~~establish permanent or temporary residence~~ reside within 2,500 feet of any child care facility, park, playground or school who has been convicted of a violation of F.S. § 794.011 (sexual battery), 800.04 (lewd and lascivious acts on/in presence of persons under age 16), 827.071 (sexual performance by a child), 847.0135(5) (sexual acts transmitted over computer) or 847.0145 (selling or buying of minors for portrayal in sexually explicit conduct), or a similar law of another jurisdiction, regardless of adjudication, in which the victim or apparent victim of the offense was less than 16 years of age.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Section 46-64 of the Code of Ordinances to read as follows:

Sec. 46-64. - Exceptions.

This ~~section~~ article shall not apply if any of the following apply:

(1) The person established the permanent residence or temporary residence, and reported and registered pursuant to F.S. § 775.21, 943.0435 or 944.607, prior to January 22, 2014, and has since then continually maintained residency at the subject location ~~the first reading of this article~~.

(2) The child care facility, park, playground or school was opened after the person established the permanent residence or temporary residence and reported and registered pursuant to F.S. § 775.21, 943.0435 or 944.607, and the person has subsequently continually maintained residency at the subject location.

(3) The person was convicted within the State of Florida for violation of F.S. § 794.011 (sexual battery), 800.04 (lewd and lascivious acts on/in presence of persons under age 16), 827.071 (sexual performance by a child), 847.0135(5) (sexual acts transmitted over computer) or 847.0145 (selling or buying of minors for portrayal in sexually explicit conduct) prior to January 22, 2014 ~~October 1, 2004~~.

(4) The person was convicted outside of the State of Florida for a violation similar to F.S. § 794.011 (sexual battery), 800.04 (lewd and lascivious acts on/in presence of persons under age 16), 827.071 (sexual performance by a child), 847.0135(5) (sexual acts transmitted over computer) or 847.0145 (selling or buying of minors for portrayal in sexually explicit conduct) prior to January 22, 2014 ~~May 26, 2010~~.

(5) The person was a minor when he/she committed the offense and was not convicted as an adult.

For the purpose of this section, any person incarcerated for 30 or more consecutive days shall be considered to have abandoned any previously established

residency and shall no longer be eligible for an exception requiring residency to be continually maintained.

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. 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 ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2015

Passed and adopted on second and final reading on the day of _____, 2015

Reviewed and Approved:_____
Assistant City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/19/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-23 - Amending Chapter 2, Sections 2-295 and 2-296, of the City Code relating to the capital budget

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Ordinance Number 2015-23

SUMMARY: During a review of City Code Chapter 2, Section 2-295 and 2-296 relating to capital budget and council action on capital budget, staff identified a timing issue, which creates a schedule that requires staff to submit a draft capital budget (on May 1st) before the Property Appraiser releases the tax roll for the City (July 1st). Presenting a draft capital plan before understanding the constraints of funding is not best practice and creates re-work for staff.

Staff researched similar cities' codes and charters (see attached chart) and found the following:

1. Port Orange is the only city to require submission of a capital budget and operating budget on different schedules.

2. Port Orange is the only city to require submission of any budget before the tax roll has been published.

3. Most cities do not specify deadlines for the submission of budgets in their code or charter above and beyond what is required by Florida Statute 200.065.

Staff is requested a change to the ordinance that accomplished two goals.

1. Adjust the budget timeline so that both the capital and operating budgets parallel each other regarding their presentation (August 1st) and their adoption (On or before September 30th) (as prescribed by other cities).

2. Adjust the date of presentation so that staff has adequate time to present a balanced capital and operating budget based on the property tax roll from the property appraiser (i.e., after July 1st).

Allowing staff to prepare both the operating and capital budgets in tandem (after the tax roll is received) will enhance the draft capital presentation by allowing for a more realistic proposal based on better revenue forecasting. It will also allow sufficient time (1.5 - 2 months) for Council to review the capital and operating budgets and recommended changes before adoption.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2015-23	2015-23.doc
2.	Sample of budget deadlines	Sample of Budget Deadlines from Similar Cities.docx
3.	Florida Statute 200.065	2014 Florida Statutes.docx

Fenwick, Robin	Created/Initiated - 05/11/2015
Rosen, Alan	Approved - 05/12/2015
Riehm, Tracey	Approved - 05/13/2015
Roberts, Margaret	Approved - 05/14/2015
Harden, David	Final Approval - 05/14/2015

ORDINANCE NO. 2015-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2-295 OF THE CODE OF ORDINANCES RELATING TO CAPITAL BUDGET; AMENDING SECTION 2-296 RELATING TO COUNCIL ACTION ON CAPITAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the final assessed value of property is not released until July 1st each year for the following fiscal year; and

WHEREAS, it is inefficient to provide a proposed capital or operating budget prior to receiving the assessed value for the City of Port Orange; and

WHEREAS, City code section 2-291 provides a deadline for submission of the operating budget; and

WHEREAS, Florida Statute 200.065 provides for a mandated budget adoption process and timeline for municipalities; and

WHEREAS, for purposes of this Ordinance 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. The City Council of the City of Port Orange, Florida hereby amends section 2-295 of the Code of Ordinances to read as follows:

Sec. 2-295. – Capital budget.

(a) *Submission to council*. The city manager shall prepare and submit to the city council a proposed five-year capital budget ~~at least three months prior~~

~~to the final date for submission of the budget~~ on or before August 1st of each year.

(b) *Contents.* The proposed capital budget shall include:

(1) A clear general summary of its contents.

(2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.

(3) Cost estimates, method of financing and recommended time schedules for each such improvement.

(4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends section 2-296 of the Code of Ordinances to read as follows:

Sec. 2-296. - Council action on capital budget.

~~(a) *Notice and hearing*. The city clerk shall publish in one or more newspapers of general circulation in the city the general summary of the capital program and a notice stating:~~

~~(1) The times and places where copies of the capital budget are available for inspection by the public.~~

~~(2) The time and place, not more than two weeks after such publication, for a public hearing on the capital program.~~

~~(b) *Adoption*. The city council by resolution shall adopt the capital improvement plan with or without amendment after the public hearing and on or before August 15 of the current fiscal year.~~

(a) *Review and adoption*. Upon presentation of the proposed capital budget by the city manager, the council shall review the proposed capital budget and adopt a capital budget along with the operating budget as described in section 2-294(a) and as mandated by state law.

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

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

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the ____ day of _____, 2015.

Reviewed and Approved: _____
City Attorney

Sample of Budget Deadlines from Similar Cities

City	Capital Budget Submission	Capital Budget Adoption	Operating Budget Submission	Operating Budget Adoption
Port Orange	May 1st	August 15th	August 1st	On or Before September 30
Daytona Beach	July 15th	On or Before September 30	July 15th	On or Before September 30
Ormond Beach	N/A	On or Before September 30	N/A	On or Before September 30
New Smyrna Beach	N/A	On or Before September 30	N/A	On or Before September 30
DeLand	By August 1st	On or Before September 30	By August 1st	On or Before September 30
Deltona	N/A	On or Before September 30	N/A	On or Before September 30
South Daytona	N/A	N/A	N/A	N/A

Sources: Individual city charters and codes of ordinances

- Port Orange is the only city to require submission of a capital budget and operating budget on different schedules
- Port Orange is the only city to require submission of any budget before the tax roll has been published
- Most cities do not specify deadlines for the submission of budgets in their code or charter above and beyond what is required by Florida Statute 200.065

2014 Florida Statutes: Title XIV, Chapter 200 *Determination of Millage*

200.065 Method of fixing millage.—

(1) Upon completion of the assessment of all property pursuant to s. 193.023, the property appraiser shall certify to each taxing authority the taxable value within the jurisdiction of the taxing authority. This certification shall include a copy of the statement required to be submitted under s. 195.073(3), as applicable to that taxing authority. The form on which the certification is made shall include instructions to each taxing authority describing the proper method of computing a millage rate which, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year's total taxable value, and any dedicated increment value, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year less the amount, if any, paid or applied as a consequence of an obligation measured by the dedicated increment value. That millage rate shall be known as the "rolled-back rate." The property appraiser shall also include instructions, as prescribed by the Department of Revenue, to each county and municipality, each special district dependent to a county or municipality, each municipal service taxing unit, and each independent special district describing the proper method of computing the millage rates and taxes levied as specified in subsection (5). The Department of Revenue shall prescribe the instructions and forms that are necessary to administer this subsection and subsection (5). The information provided pursuant to this subsection shall also be sent to the tax collector by the property appraiser at the time it is sent to each taxing authority.

(2) No millage shall be levied until a resolution or ordinance has been approved by the governing board of the taxing authority which resolution or ordinance must be approved by the taxing authority according to the following procedure:

(a)1. Upon preparation of a tentative budget, but prior to adoption thereof, each taxing authority shall compute a proposed millage rate necessary to fund the tentative budget other than the portion of the budget to be funded from sources other than ad valorem taxes. In computing proposed or final millage rates, each taxing authority shall utilize not less than 95 percent of the taxable value certified pursuant to subsection (1).

2. The tentative budget of the county commission shall be prepared and submitted in accordance with s. 129.03.

3. The tentative budget of the school district shall be prepared and submitted in accordance with chapter 1011, provided that the date of submission shall not be later than 24 days after certification of value pursuant to subsection (1).

4. Taxing authorities other than the county and school district shall prepare and consider tentative and final budgets in accordance with this section and applicable provisions of law, including budget procedures applicable to the taxing authority, provided such procedures do not conflict with general law.

(b)☐Within 35 days of certification of value pursuant to subsection (1), each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate computed pursuant to subsection (1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget. The property appraiser shall utilize this information in preparing the notice of proposed property taxes pursuant to s. 200.069. The deadline for mailing the notice shall be the later of 55 days after certification of value pursuant to subsection (1) or 10 days after either the date the tax roll is approved or the interim roll procedures under s. 193.1145 are instituted. If the deadline for mailing the notice of proposed property taxes is 10 days after the date the tax roll is approved or the interim roll procedures are instituted, all subsequent deadlines provided in this section shall be extended. The number of days by which the deadlines shall be extended shall equal the number of days by which the deadline for mailing the notice of proposed taxes is extended beyond 55 days after certification. If any taxing authority fails to provide the information required in this paragraph to the property appraiser in a timely fashion, the taxing authority shall be prohibited from levying a millage rate greater than the rolled-back rate computed pursuant to subsection (1) for the upcoming fiscal year, which rate shall be computed by the property appraiser and used in preparing the notice of proposed property taxes.

(c)☐Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the recomputed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body.

(d)☐Within 15 days after the meeting adopting the tentative budget, the taxing authority shall advertise in a newspaper of general circulation in the county as provided in subsection (3), its intent to finally adopt a millage rate and budget. A public hearing to finalize the budget and adopt a millage rate shall be held not less than 2 days nor more than 5 days after the day that the advertisement is first published. During the hearing, the governing body of the taxing authority shall amend the adopted tentative budget as it sees fit, adopt a final budget, and adopt a resolution or ordinance stating the millage rate to be levied. The resolution or ordinance shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate computed pursuant to subsection (1), which shall be characterized as the percentage increase in property taxes adopted by the governing body. The adoption of the budget and the millage-levy resolution or ordinance shall be by separate votes. For each taxing authority levying millage, the name of the taxing authority, the rolled-back rate, the percentage increase, and the millage rate to be levied shall be publicly announced prior to the adoption of the millage-levy resolution or ordinance. In no event may the millage rate adopted pursuant to this paragraph exceed the millage rate tentatively adopted pursuant to paragraph (c). If the rate tentatively adopted pursuant to paragraph (c) exceeds the proposed rate provided to the property appraiser pursuant to paragraph (b), or as subsequently adjusted pursuant to subsection (11), each taxpayer

within the jurisdiction of the taxing authority shall be sent notice by first-class mail of his or her taxes under the tentatively adopted millage rate and his or her taxes under the previously proposed rate. The notice must be prepared by the property appraiser, at the expense of the taxing authority, and must generally conform to the requirements of s. 200.069. If such additional notice is necessary, its mailing must precede the hearing held pursuant to this paragraph by not less than 10 days and not more than 15 days.

(e)1.☐In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget.

2.☐These hearings shall be held after 5 p.m. if scheduled on a day other than Saturday. No hearing shall be held on a Sunday. The county commission shall not schedule its hearings on days scheduled for hearings by the school board. The hearing dates scheduled by the county commission and school board shall not be utilized by any other taxing authority within the county for its public hearings. A multicounty taxing authority shall make every reasonable effort to avoid scheduling hearings on days utilized by the counties or school districts within its jurisdiction. Tax levies and budgets for dependent special taxing districts shall be adopted at the hearings for the taxing authority to which such districts are dependent, following such discussion and adoption of levies and budgets for the superior taxing authority. A taxing authority may adopt the tax levies for all of its dependent special taxing districts, and may adopt the budgets for all of its dependent special taxing districts, by a single unanimous vote. However, if a member of the general public requests that the tax levy or budget of a dependent special taxing district be separately discussed and separately adopted, the taxing authority shall discuss and adopt that tax levy or budget separately. If, due to circumstances beyond the control of the taxing authority, the hearing provided for in paragraph (d) is recessed, the taxing authority shall publish a notice in a newspaper of general paid circulation in the county. The notice shall state the time and place for the continuation of the hearing and shall be published at least 2 days but not more than 5 days prior to the date the hearing will be continued.

(f)1.☐Notwithstanding any provisions of paragraph (c) to the contrary, each school district shall advertise its intent to adopt a tentative budget in a newspaper of general circulation pursuant to subsection (3) within 29 days of certification of value pursuant to subsection (1). Not less than 2 days or more than 5 days thereafter, the district shall hold a public hearing on the tentative budget pursuant to the applicable provisions of paragraph (c).

2.☐Notwithstanding any provisions of paragraph (b) to the contrary, each school district shall advise the property appraiser of its recomputed proposed millage rate within 35 days of certification of value pursuant to subsection (1). The recomputed proposed millage rate of the school district shall be considered its proposed millage rate for the purposes of paragraph (b).

3.☐Notwithstanding any provisions of paragraph (d) to the contrary, each school district shall hold a public hearing to finalize the budget and adopt a millage rate within 80 days of certification of value pursuant to subsection (1), but not earlier than 65 days after certification. The hearing shall be held in accordance with the applicable provisions of paragraph (d), except that a newspaper advertisement need not precede the hearing.

(g)☐Notwithstanding other provisions of law to the contrary, a taxing authority may:

1.☐Expend moneys based on its tentative budget after adoption pursuant to paragraph (c) and until such time as its final budget is adopted pursuant to paragraph (d), only if the fiscal year of the taxing authority begins prior to adoption of the final budget or, in the case of a school district, if the fall term begins prior to adoption of the final budget; or

2.☐Readopt its prior year's adopted final budget, as amended, and expend moneys based on that budget until such time as its tentative budget is adopted pursuant to paragraph (c), only if the fiscal year of the taxing authority begins prior to adoption of the tentative budget. The readopted budget shall be adopted by resolution without notice pursuant to this section at a duly constituted meeting of the governing body.

(3)☐The advertisement shall be no less than one-quarter page in size of a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper of general paid circulation in the county or in a geographically limited insert of such newspaper. The geographic boundaries in which such insert is circulated shall include the geographic boundaries of the taxing authority. It is the legislative intent that, whenever possible, the advertisement appear in a newspaper that is published at least 5 days a week unless the only newspaper in the county is published less than 5 days a week, or that the advertisement appear in a geographically limited insert of such newspaper which insert is published throughout the taxing authority's jurisdiction at least twice each week. It is further the legislative intent that the newspaper selected be one of general interest and readership in the community and not one of limited subject matter, pursuant to chapter 50.

FACTORS FOR EVALUATING THE CITY ATTORNEY PERFORMANCE

Turning Around
A View of the Past Performance
During the City Attorney's Tenure

Competency
Dependability
Diligence
Professionalism
Volume of Work
Ability to expedite

First and foremost, thank you for the opportunity to serve as the City Attorney for the City of Port Orange. My fifteen (15) years of service has been challenging and rewarding. I came to this City because of its progressive and creative approach to governing. The organization and I appear to remain similarly positioned.

Professional Recognitions

Past President of the Southeast Volusia Chamber of Commerce

President of the Florida Municipal Attorneys Association. The Association was formed in 1981 and focuses on the legal issues of consequence to local government. I serve as a Past President on the steering committee for the annual legal update. The Florida Municipal Attorneys Association serves the City attorneys for over 400 municipalities throughout Florida. The Association produces an annual seminar to foster knowledge and competency for attorneys serving local government.

Recipient of the Paul S. Buchman Award presented by the Florida Municipal Attorneys Association for my legal service to municipal government.

Member in good standing of the Florida Bar and Local Government Law Section and the Labor and Employment Law Section.

What is my legal service to local government?

The Charter requires the City Attorney to manage the legal services of the City of Port Orange. The work load of the City Attorney is set by the City Council, the legislation, the operations, the projects and the contracts for goods and services. The management personnel of the City set the deadlines for the legal work and allocate the amount of time for the legal process without inquiry to the City Attorney Office and with little opportunity for the City Attorney input regarding (1) the realistic time to complete the work in-house or with private counsel; and (2) the existing and potential conflicting work schedules of the multiple departments.

The legal services include the following functions:
Hiring and assignment of responsibilities to attorneys serving the City;
Facilitating and monitoring of Special Legal Counsel;
Legal defense includes the following:
- General liability;
- Property;
- Workers compensation;
- Unemployment compensation;
- Employment and labor law;
- Pollution liability; and

Pension.

Legal advocacy includes the following:
- Claims relating to utility invoicing to the City of Daytona Beach Shores;
- Claims relating to conservation lands at Doris Leeper Spruce Creek Preserve;
- Preserving the City's 201 Plan Water Service Area as disputed by Volusia County;
- Contractor licensing and regulation dispute;
- Contract dispute regarding software;
- Reroof dispute regarding five City buildings;
- Nuisance abatement;
- Foreclosure of utility liens; and
- Quiet title for real property purchase.

Responding to all claims and complaints filed in federal, state and local jurisdictions including courts, administrative agencies and intergovernmental disputes.

Developing real property includes the following:
- Radon built its corporate home in the City of Port Orange on lands developed with advanced permitting by the City for storm water management;
- Palmer College of Chiropractic long term lease of 23 acres and Allen Green Center expansion and lease; and
- Staff Development Review Committee member and legal advisor for development compliance with federal and state law, contracts and easements.

Hiring, assignments and supervision of the Assistant City Attorney, Police Legal Advisor;

Hiring, assignments and supervision of paralegal and administrative staff;

Rendering advice for legal committees and boards within the City;

Decision making and legal determinations for daily expedited City operations;

Rendering legal advice for the application of federal, state, and local ordinances, policies, and standards for all matters that I have been substantially involved in for the City and its operations;

Providing legal training for operational processes;

Preparing contracts for governmental, propriety and municipal purposes, including construction contracts and bonds;

Preparing legislation and responding to Council requests;

Facilitating the City manager's operations by providing a weekly update on pending and developing legal matters directly relating to legal liability matters, advising the City manager on new operational needs for legal support and preparing legal documents or other legal actions, including advice to three (3) City managers and over ten (10) newly hired senior management employees in less than three years;

Providing legal support and attendance to more boards and committees than any other senior management staff member;

Training staff on public records, customer service liens and civil prosecutions; and

Rendering the City Attorney legal opinion for multiple bonds.

<u>The City Attorney serves the organization by rendering legal advice to the following recipients:</u>
- 5 City Council Members;
- 1 City manager;
- 11 senior management employees;
- 11 Boards/Committees;
- 21 other supervisory/management employees;
- Special Legal Counsel (serving City operations, code enforcement prosecution, magistrates and state legislative matters); and
- 4 Florida corporations.

Looking Forward and Providing Direction to the City Attorney

What is the vision for the City Attorney operations?
What does it cost the City for the City Attorney's service?
What is the comparison to the surrounding governments?
How can the City become more timely and efficient in the provision of legal services?

The City Attorney utilizes the City Council's long range vision to prepare for the legal needs of the organization for legal support. The City Attorney's ongoing staffing demands are based upon City Council's budgeted priorities and projects, the City's legislation and policy making and the applicable state or federal legislation that legally impacts the organization, the impact of lawsuits and the emergency or other unplanned contingencies. The ultimate ability to control the cost of legal services is dependent on the experience and the vulnerability of the organization. Efforts to limit legal liability by choosing prudent legal courses of action can produce long range costs savings. The legal efficiency and cost of service is enhanced by appropriate training and experience throughout the organization.

The City Attorney seeks her continued employment with the City for the next 3-5 years, subject to the at-will wishes of the City Council and seeks equity and fairness in compensation. Regularly, the City Attorney commits over 110% in hours of work and the allegiance to the organization. As previously discussed with the City Council members individually, the City Attorney will take the certification examination for local government law within the next year. The City Attorney sees a long term roll in the organization as an advocate and adviser for the ongoing legal matters of the City. The area City attorney compensation benchmarks were produced by Cody and Associates, Inc. in the City of Port Orange Classification and Compensation Study 2014. The average compensation for an attorney with more than 15 years of experience as the City attorney is $ 171,000.00. The City Attorney is willing to explore any structure, component or modification relating to compensation.

Matthew Jones' employment agreement will be renegotiated in 2016. The City Attorney will seek his continued employment for another 3-5 year term. The City Attorney sees that the Assistant City Attorney is a diligent, competent and loyal advocate for the organization; and he has the potential for a great career in the City of Port Orange as a local government attorney.

The in-house staffing needs are greater than current staff employed to support the demands and volume of legal work requested by the City Council and the management operation. The overtime primarily occurs due to a position vacancy or absence of staff and the shifting of processes to the City Attorney that have been previously handled by management. The newly configured City process for hiring staff members requires approximately 6 weeks for completion. The training for a paralegal staff member requires 6-12 months initially depending on their previous experience and the type of legal work assigned. The current requirement for paralegal and legal assistant staff includes hiring a paralegal for the vacancy effective May 22, 2015.

The City Attorney with the assistance of the Assistant City Attorney has demonstrated that the legal services performed by an employee are less expensive than the engagement of private legal counsel.

- The revenues derived from fines and forfeitures has increased since the prosecutions for City ordinance, animal control and parking violations have been handled by in house City legal staff.
- The revenues from the forfeiture of property used in the commission of crimes within the City has provided a consistent revenue stream for law enforcement needs averaging over $50,000.00 annually.

The proposed FY 16 budget requests that the City Council consider (1) equitable compensation adjustments for all staff based upon the pay and classification study and (2) the addition of a part-time Assistant City Attorney to the legal staffing. The proposed changes are intended to provide for the anticipated pace of the organization. Compensation adjustments will enable the retention of staff members and reduce the time for training. As you have seen with the demands of new management staff, experience and training on the job are essential to a successful operation.

The following options may be implemented to enhance timely legal production of work and to reduce the cost of legal service.

- Work with the City manager to obtain comprehensive schedules of work and deadlines, integrated for all projects and departmental operations including appropriate time for the completion of legal work, consistent with the adopted budget and emergency operations.
- Maintain qualified, competent and experienced legal staff. Reduce turn over and promote scheduling of legal work for the reduction of stress and the potential for errors.
- More internal staffing is recommended due to the cost savings over the cost of external production of legal work. The performance of legal work requires the competence of a duly licensed Florida attorney. The Florida Bar regulates competency and disciplines and revokes the license of lawyers for performing incompetently. Competency in local government law requires knowledge in numerous areas of law, the ability to recognize the legal issues and timely address the legal issues individually and through an assignment to other competent legal counsel. Similar to your public safety staff, we are dependent on our licenses and our competency for the security of our careers. If an attorney does not have the knowledge in an area of law, then the attorney has to conduct the research to obtain the knowledge before providing legal advice, and the attorney has to obtain the factual circumstances of each case from the management personnel and then apply the facts to the requirements of the law. Litigation items are equally as important in the performance of competent legal services. The rules of court procedures require timely responses in order to avail the City of the court process to advocate or defend; therefore, the litigation matters require the legal staff's priority attention in order to adhere to the court deadlines. The competent City attorney meets all court mandated deadlines and makes every effort to schedule other City matter deadlines accordingly.
- Recommend that the organization focus on risk management in all departments to reduce legal liability through claims management and coordination with legal, evaluation of claims history, research and development of coverage and legal options. Risk management of the claims against the City can positively impact future premium costs and the litigation/attorney costs.
- Streamline the processes for handling combined operational/legal work in order to reduce bureaucracy. For example, the legal staff has worked with and will continue to work with finance to speed up the creation of forms for contracts, the release and satisfaction process for liens relating to foreclosure, bankruptcy, lien estoppel and lien revenue recovery. The effort to reduce bureaucracy involves taking out unnecessary steps and multi-person routing. The goal has been to change a 1-2 week process to a 1-2 day process with copies/communications to all interested and applicable persons.
- Less external legal staffing is recommended (however, currently the City is using two part-time attorneys for lien and other finance cases, and for research and compliance issues for the pension ordinances in order to address the legal demands), depending on budgetary resources.

Other options include the following:

- Enhance technology for data compilation of departmental information including utility liens, code enforcement liens, contracts, insurance claims management, and insurance coverage by the City and its contractors. The faster staff can manage the data the faster legal gets the facts for legal analysis.
- Standardization of required processes with guidance for cross training during a vacancy or absence.
- Advance senior management's knowledge and understanding of legal impacts to their operations. Senior staff members are responsible for staying current on new legal developments impacting the operations for which they are responsible. The ideal standard for an attorney working with senior management includes the senior manager being comfortable with the legal requirements imposed on the operation, being able to recognize developing legal issues and being able to report the facts via documentation and circumstances as they relate to the known requirements of law. This standard requires legal to proactively advise management and for management to proactively seek knowledge of legal developments in statutory and case law, and then for

management to read the applicable laws, codes and regulations, and to understand or ask questions until the legal issues are recognizable.

- Team building exercise. The cooperation and coordination between the individual team members directly relates to the efficiency of the team.

Council's guidance on any of the foregoing and favorable review and compensation adjustment for the City Attorney will be appreciated.